## SETTLEMENT AND REMEDIATION AGREEMENT

This Settlement and Remediation Agreement (the "Agreement"), made and entered into as of this ___ day of $\qquad$ , 2013 ("Effective Date"), by and between the CITY OF FORT LAUDERDALE, a municipal corporation organized and existing under the laws of the State of Florida ("CITY" or "City"), and Fort Lauderdale Country Club, Inc., a Florida not-for-profit corporation ("FLCC") (the City and FLCC may each be referred to as a "Party" and shall collectively be referred to as the "Parties").

WHEREAS, FLCC operates the Fort Lauderdale Country Club, a private golf club, with a main address of 415 E. Country Club Circle, Plantation, Florida; and

WHEREAS, certain portions of the golf course property are owned by the CITY and other areas of the golf course are owned by FLCC; and

WHEREAS, the CITY owns a parcel located on the interior of the Fort Lauderdale Country Club property, as further described in Exhibit 1, (the "Subject Property") which is operated by FLCC for golf course uses and as a golf course maintenance facility pursuant to an agreement as recorded at O.R. Book 4979, Page 120 of the Public Records of Broward County as amended by an agreement recorded at O.R. Book 5037, Page 645 of the Public Records of Broward County; and

WHEREAS, in 2006 FLCC agreed to allow the CITY to construct certain improvements on properties owned by FLCC and FLCC granted certain temporary easements pursuant to an agreement recorded at O.R. Book 42868, Page 403, of the Public Records of Broward County; and

WHEREAS, in 2007 FLCC discovered elevated environmental conditions in a monitoring well at the Subject Property. FLCC reported the discovered environmental condition to Broward County and obtained Broward County Environmental Assessment and Remediation License number 0871; and

WHEREAS, FLCC undertook an environmental assessment of the Subject Property and completed a Site Assessment Report for the Subject Property in 2008; and

WHEREAS, FLCC prepared and Broward County approved a Remedial Action Plan ("RAP") for the Subject Property on April 12, 2012 which RAP is attached hereto as Exhibit 2; and

WHEREAS, in order to accelerate and enhance remediation of the environmental conditions for the continued protection of the groundwater, CITY desires to enter into this Settlement and Remediation Agreement; and

WHEREAS, CITY and FLCC have negotiated in good faith to jointly participate in the implementation of the RAP for the Subject Property; and

WHEREFORE, this Settlement and Remediation Agreement between CITY and OWNER, sets forth the mutually acceptable terms as follows:

1. Remediation: The Parties agree to jointly fund the implementation of the Broward County approved Remedial Action Plan for the Subject Property.
A. The Parties agree to accept a cost estimate of $\$ 800,000$ for the RAP Implementation Costs which shall include all costs associated with the implementation of the approved RAP, including but not limited to: engineering fees, environmental consulting fees, project management, labor and equipment, excavation services, demolition and restoration construction services and materials, permitting fees, inspection fees, soil disposal, transportation, fuel, electrical contractor, plumbing contractor, environmental sampling and analysis, and other professional and governmental fees and costs related to implementation of the RAP and achieving conditional closure for the Subject Property (hereafter "RAP Implementation Costs").
B. The Parties shall each be responsible for $50 \%$ of the RAP Implementation Costs and each agrees to fund such costs in accordance with the terms and conditions contained herein.
C. FLCC shall engage, through a competitive process, and directly oversee, a remediation contractor(s) with proper licensing (hereinafter "Contractor"), which Contractor shall be approved in advanced by the City through its City Manager. The City approval of the Contractor shall not be unreasonably withheld, conditioned or delayed.
2. Through this Agreement, the City has consented to the RAP approved by Broward County and the activities to be conducted thereunder. FLCC shall be responsible for the implementation of the remediation substantially in accordance with the approved RAP as may be amended upon the advance written approval of the Parties and Broward County. The City, acting by and through the City Manager, shall review and approve, prior to submittal to Broward County, if applicable, all amendments or revisions to the RAP and implementation, which approval shall not be unreasonably withheld, conditioned or delayed.
3. FLCC shall submit to the City Manager a proposed project schedule at least fourteen (14) calendar days prior to Contractor commencing implementation work. The schedule submittal shall be subject to review and comment by the City Manager. Subsequent to such review of said schedule, the accepted schedule will serve as the baseline schedule for the Project. An updated schedule, which will track the

Project against the baseline schedule, will be submitted with each funding draw request. The City Manager will not approve a draw request without submittal of an updated schedule.
3. FLCC shall submit reasonably detailed invoices to the City Manager for all RAP Implementation Costs (each an "Invoice"), along with reasonable substantiating documentation, as requested by the City Manager. Provided the work described in the Invoice has been performed, the City shall pay to FLCC an amount equal to fifty percent ( $50 \%$ ) of each Invoice submitted ("City's Funding Portion") within ten (14) days of FLCC's submittal of an Invoice. If the City disputes any Invoice, it shall advise the FLCC in writing no later than fourteen (14) days after receipt of such Invoice and provide such information as reasonably requested by FLCC relating to the dispute. The Parties agree to thereafter promptly meet in good faith to resolve any such dispute, provided that, pending resolution, the Parties shall continue funding the undisputed amount. FLCC shall substantiate its expenditures of the FLCC contribution for the RAP.
D. In addition to the City's Funding Portion, upon FLCC's delivery of an Invoice to the City Manager, the City shall also fund to FLCC in accordance with Section 1(C)(3) hereof, the remaining $50 \%$ balance of each Invoice, such amount representing FLCC's one-half (1/2) portion of such Invoice ("FLCC's Funding Portion"), up to a maximum of $\$ 200,000$. FLCC agrees to repay the City for the FLCC's Funding Portion which has been funded by the City at the rate of $\$ 40,000$ per year for 5 years (to the extent such amounts have actually been funded by the City), at an interest rate of $0 \%$, with the first payment due twelve (12) months from the date of this Agreement, as more particularly set forth in the promissory note to be executed by FLCC upon execution of this Agreement and prior to any disbursements and which shall be in substantially the form as set forth in Exhibit 3 ("Promissory Note").
E. The Parties agree to cooperate in controlling the RAP Implementation Costs, and to avoid costs overruns, to the extent reasonable and feasible. In the event the RAP Implementation Costs exceed the remediation cost estimate of $\$ 800,000$ ("RAP Costs Overruns"), the Parties agree that each Party shall be responsible for $50 \%$ of the RAP Costs Overruns. The Parties shall jointly fund any additional RAP Costs Overruns in accordance with the mechanisms described in Section $1(\mathrm{C})(3)$ and $1(\mathrm{D})$ hereof. The City further agrees to fund FLCC's $50 \%$ portion of any RAP Costs Overruns in accordance with the terms set forth in Section 1(D) hereof and such additional funds advanced by the City toward FLCC's $50 \%$ portion of the RAP Costs Overruns shall be added to the outstanding principal balance of the Promissory Note attached as Exhibit 3. The Parties agree to cooperate
with one another to amend the Promissory Note, if necessary, to reflect any additional advances made by the City which are attributable toward FLCC's $50 \%$ portion of the RAP Costs Overruns and the repayment of such advances shall be consistent with the repayment terms set forth in Section 1(D) hereof.
2. Prior Engineering and Consultant Expenses: CITY acknowledges that, prior to the Effective Date of this Agreement, FLCC has incurred $\$ 82,430$ for engineering and consultant expenses in connection with evaluating the environmental condition and preparing the RAP for the Subject Property ("FLCC Prior Expenses"). FLCC acknowledges that, prior to the Effective Date of this Agreement, CITY has likewise incurred $\$ 8,602$ for engineering and consultant expenses in connection with evaluating the environmental condition and preparing the RAP for the Subject Property ("CITY Prior Expenses"). The FLCC Prior Expenses and CITY Prior Expenses shall collectively be referred to as "Prior Expenses" and equal a total of $\$ 91,032$. In addition to the RAP Implementation Costs which the Parties have agreed to jointly fund pursuant to the provisions of Section 1 hereof, the Parties agree that each shall also be responsible for $50 \%$ of the Prior Expenses. Accordingly, simultaneously with the execution of this Agreement, CITY shall reimburse FLCC $\$ 36,914$ ("FLCC Reimbursement"), which amount represents CITY's remaining contribution toward the Prior Expenses.
3. Property Transfer: This Settlement and Remediation Agreement hereby terminates the Agreement recorded at O.R. Book 42868, Page 403 of the Public Records of Broward County, Florida and the temporary easements granted therein. Simultaneously with the execution of this Agreement and subject to the conditions contained herein, FLCC shall execute and deliver to CITY the quit claim deed, attached hereto as Exhibit 4 ("Quit Claim Deed"), conveying an interest in the real property more particularly described on Exhibit 5 ("City Addition Property"). CITY shall pay the costs of any and all applicable documentary stamp taxes, if any, relating to the transfer of the City Addition Property. The purchase price for the City Addition Property shall be the sum of One Hundred Twenty Thousand Dollars and No/100 Dollars ( $\$ 120,000$ ), which shall be paid by CITY to FLCC upon delivery of the Quit Claim Deed and execution of this Agreement by both Parties. CITY hereby acknowledges and agrees that the City Addition Property is being sold in its "AS IS" "WHERE IS" condition with all faults, known or unknown, patent, latent or otherwise and without representation or warranty of any nature whatsoever. Simultaneously with the execution of this Agreement, CITY shall execute and deliver to FLCC the easement agreement, attached hereto as Exhibit 6 ("Easement Agreement"), granting FLCC an easement over the City Addition Property for ingress, egress, maintenance and other matters relating to the use and operation of a golf course pursuant to the terms and conditions more particularly described therein. FLCC shall pay any and all costs associated with recording the Easement Agreement.
4. Conditional Closure and Declaration: The Parties agree that the remedial strategy for the Subject Property and adjacent FLCC -owned properties is to achieve conditional closure in accordance with Rule $62-780$, F.A.C. The Parties agree to cooperate in efforts to achieve approval of conditional closure and both Parties agree to enter into and consent to such declarations or restrictive covenants as may be required by

Broward County for conditional closure once remediation is complete, so long as the declarations or restrictive covenants do not restrict use of the active and future water supply wells on City owned properties and the City Addition Property. The Parties agree to enter into and consent to declarations or restrictive covenants which are in similar form to the model restrictive covenant attached hereto as Exhibit 7.
5. Default. If a Party fails to comply with any provision of this Agreement, such Party shall be deemed to be a "Defaulting Party." In such event, the other Party (who shall be deemed to be a "Non-Defaulting Party") may, upon not less than thirty (30) days prior written notice to the Defaulting Party, if the default is not cured within said thirty (30) day period (or, in the event of emergency, such lesser notice or time period as is reasonable under the circumstances), proceed to cure the default by the payment of money or performance of some other action for the account of the Defaulting Party. Within thirty (30) days of written demand (including providing copies of invoices reflecting costs), the Defaulting Party shall reimburse the Non-Defaulting Party for any sum reasonably expended by the Non-Defaulting Party to cure the default, together with interest thereon at the Default Rate. The Default Rate shall be the "Prime Rate" from time to time published by the Wall Street Journal as the "Prime Rate."
6. General Conditions:
A. Each Party shall bear its own costs and expenses in connection with this Settlement Agreement.
B. The Parties agree the public purpose for this Settlement Agreement is to further the public interest in the remediation of the Subject Property.
C. No Admission. The Parties hereby agree that signing of this Settlement Agreement does not constitute an admission of any liability or wrongdoing whatsoever. Rather, the Parties have entered into this Agreement in a desire to amicably compromise their differences and avoid protracted litigation.
D. Acknowledgement. The Parties represent and acknowledge that they have read this Agreement and have executed same after first conferring with their respective counsel and that none of them have relied upon any promise or representation of the other's counsel in making this Agreement. Each of the parties further represent and acknowledge that they have taken into account not only the known and anticipated claims and defenses, but also unknown and unanticipated claims and defenses which they hereby recognize and agree are covered by this Agreement has not been procured through coercion, duress, fraud, or any other improper means.
E. Capacity. The parties both represent and warrant that the person signing this Agreement on its behalf has complete and absolute authority to do so and to bind the respective party.
F. Costs, Including Attorney Fees, and Venue. If the event of litigation between the Parties to enforce the provisions of or with respect to this Agreement occurs, the prevailing party shall be entitled to its costs, including without limitation reasonable attorney fees, at all levels, including fees incurred to determine the entitlement and/or reasonableness of the amount of fees incurred, from the non-prevailing party. The exclusive venue for any dispute between the parties regarding this Agreement shall be in Broward County, Florida.
G. Counterparts. This Agreement may be executed in any number of counterparts and by the difference parties hereto (or their respective attorneys) on separate counterparts each of which when so executed and delivered shall be deemed an original, but all of which together constitute on and the same Agreement. A facsimile signature shall be deemed an original signature for purposes of executing this Agreement.
H. Choice of Law. This Agreement will be governed by the laws of the State of Florida.
I. Entire Agreement. The Parties acknowledge and agree that this Agreement constitutes the entire agreement of the parties hereto and supersedes all prior agreements, whether written or oral, between the parties.
J. Joint Preparation of Agreement. This Agreement shall not be construed against any one party, but shall be construed as if it were jointly by both of them, and any uncertainty or ambiguity, or both, shall not be interpreted against either entity.
K. Severability. If any term or condition of this Agreement is, to any extent, invalid or unenforceable, the remainder of this Agreement is not to be affected thereby and each term and condition of this Agreement is to be valid and enforceable to the fullest extent permitted by law.
7. Notices. All notices, requests, consents and other consents and other communication required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by messenger or courier service, sent by facsimile, or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

To CITY:
Mr. Lee Feldman, or successor
City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
with a copy to:
Harry Stewart, or successor
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
To FLCC:
Michael O'Brien
General Manager
Fort Lauderdale Country Club, Inc.
415 Country Club Circle
Plantation, FL 33317
with a copy to:
Stephen K. Tilbrook, Esq.
Shutts \& Bowen LLP
200 East Broward Boulevard, Suite 2100
Fort Lauderdale, Florida 33301
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Fort Lauderdale through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the day of $\qquad$ , 2013; and FLCC through its officer authorized to execute this Agreement.

Witness

Print Name

Witness

Print Name

ATTEST:

By:
Harry Stewart, City Attorney
CITY OF FORT LAUDERDALE, a municipal corporation

By:
John P. "Jack" Seiler, Mayor

By:
Lee R.Feldman, City Manger
Approved as to form:
$\qquad$

Jonda K.Joseph, City Clerk

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this $\qquad$ day of , 2013 by JOHN P. "JACK" SEILER, Mayor of CITY OF FORT
LAUDERDALE, a municipal corporation of Florida. He/she/they is/are ( ) personally known to me or ( ) has/have produced $\qquad$ as identification.
(NOTARY SEAL)

Notary Public, State of Florida
Print Name:
Commission No.:
My Commission Expires:

STATE OF FLORIDA COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this $\qquad$ day of , 2013 by LEE FELDMAN, City Manager of CITY OF FORT
LAUDERDALE, a municipal corporation of Florida. He/she/they is/are ( ) personally known to me or ( ) has/have produced $\qquad$ as identification.

[^0]Fort Lauderdale County Club Inc., a Florida not for profit corporation
Witness

## Print Name

By:
Jean Smith, President ___ day of $\qquad$ , 2013

By:
Joseph Angella, Secretary
$\qquad$ 2013

Witness

Print Name

Witness

Print Name

Witness

Print Name

## STATE OF FLORIDA

COUNTY OF BROWARD


The foregoing instrument was acknowledged before me this $\qquad$ day of , 2013 by $\qquad$ , as $\qquad$ of Fort Lauderdale County
Club, a Florida not-for- profit corporation, on behalf of the corporation. $\mathrm{He} /$ she/they is/are ( ) personally known to me or ( ) has/have produced $\qquad$ as identification.

## Commission No.:

My Commission Expires:

## STATE OF FLORIDA <br> COUNTY OF BROWARD <br> ) <br> ) )

The foregoing instrument was acknowledged before me this $\qquad$ day of 2013 by $\qquad$ as $\qquad$ of Fort Lauderdale County
Club, a Florida not-for- profit corporation, on behalf of the corporation. $\mathrm{He} /$ she/they is/are ( ) personally known to me or ( ) has/have produced as identification.

## (NOTARY SEAL)

Notary Public, State of Florida
Print Name:
Commission No.:
My Commission Expires:





February 28, 2012
Mr. Paul Waite
Broward County Environmental Protection and Growth Management Department Pollution Prevention, Remediation, \& Air Quality Division
One University Drive, Suite 203
Plantation, FL 33324

## RE: Remedial Action Plan EPAC Project \#: 2077167 <br> EAR \#: 0871 <br> Fort Lauderdale Country Club, Maintenance Facility Site 415 E. Country Club Circle Plantation, FL 33317

Dear Mr. Waite:
Pursuant to the Division letter dated December 30, 2011, in response to the Limited Scope Remedial Action Plan (report) dated October 10, 2011, EPAC Environmental Services, Inc. addresses the Division's comments in the following Remediation Action Plan (RAP) prepared in accordance with the requirements of Chapter 62-780.700 F.A.C., for the above referenced site.

The RAP has been prepared jointly by EPAC Environmental Services, Inc. and Engineered Environmental Solutions, Inc. (EESI) to address vadose zone arsenic remediation plan within the Fort Lauderdale Country Club, at the City of Fort Lauderdale owned maintenance facility site, outlined in Figure 1.

The Report proposes excavating contaminated soil from the City of Fort Lauderdale owned property and from the Fort Lauderdale Country Club owned property adjact to the property boundary, backfilling with a mixture of imported fill soil and excavated soil, and installing impermeable barriers.

Should you have any questions concerning the following, please contact the underdigned at your earliest convenience.

EPAC Environmental Services, Inc.


Veronica Pickett<br>Environmental Scientist



Beda C. Dondi, P.G.
Principal

REMEDIAL ACTION PLAN FOR
CITY OF FORT LAUDERDALE AT THE FORT LAUDERDALE COUNTRY CLUB
415 E. COUNTRY CLUB CIRCLE
PLANATION, FLORIDA 33317-4001
EAR LICENSE NO.: 0871

FEBRUARY 28, 2012
EPAC PROJECT NO.: 2077167

SUBMITTED TO:
MR. PAUL WAITE
BROWARD COUNTY ENVIRONMENTAL PROTECTION \& GROWTH MANAGEMENT
DEPARTMENT
POLLUTION PREVENTION, REMEDIATION AND AIR QUALITY DIVISION

SUBMITTED BY:
Veronica Pickett, Environmental Scientist
Beda C. Dondi, P.G., Principal
EPAC ENVIRONMENTAL SERVICES, INC.
1001 SOUTHWEST $46{ }^{\text {th }}$ AVENUE
POMPANO BEACH, FLORIDA 33069

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### 1.0 Objective:

The objective of this Remedial Action Plan (RAP) is to achieve a No Further Action with Controls (NFAC), pursuant to Rule 62-780.680 F.A.C., for the City of Fort Lauderdale maintenance area, in accordance with Item \#6 on the December 30, 2011 Division Letter (see Acknowledgment Letter). The RAP specifically addresses the following:

1. Establish the arsenic Soil Cleanup Target Level (SCTL) as the Commercial/Industrial Direct Exposure level of 12 milligrams per kilogram ( $\mathrm{mg} / \mathrm{kg}$ ) from Table II, Chapter 62-777 Florida Administrative Code (FAC).
2. Present and summarize the results of all soil assessment work to date.
3. Present a soil excavation plan to mitigate the effects of vadose zone arsenic impacts.
4. Provide an engineering controls plan to minimize the risks of arsenic exposure to the groundwater or general public.
5. Present a groundwater monitoring plan.
6. Present a plan for Institutional Controls.

### 2.0 Soil Assessment Summary:

On June 8, 2011 and June 10, 2011, EPAC performed soil borings SB-1 through SB-24 and SB-25 through SB-60, respectively. For each soil boring, a composite soil sample was collected from the 0 to 2 foot interval, the 2 to 4 foot interval, and the 4 to 6 foot interval. The soil samples were all analyzed for total Arsenic. On August 9, 2011, EPAC performed soil borings SB-61 through SB-81. For each soil boring, a composite soil sample was collected from the 0 to 2 foot interval, the 2 to 4 foot interval, 4 to 6 foot interval, and the 6 to 8 foot interval. These soil samples were also all analyzed for total Arsenic. The results are summarized in Table 1.

Per the Division Item \#2 on the December 30, 2011 letter, soil analytical data is summarized in black and white Figures numbered $2,3,4$, and 5 , which illustrate the total Arsenic concentrations in the vadose zone at 2 feet, 4 feet, 6 feet, and 8 feet, respectively. Based on Table II of Ch. 62-777 Soil Cleanup Target Levels (SCTL), soil analytical results that are below $2.1 \mathrm{mg} / \mathrm{kg}$ are within the state SCTL. Concentration results that are listed between $2.1 \mathrm{mg} / \mathrm{kg}$ and $12 \mathrm{mg} / \mathrm{kg}$ are at the Residential Direct Exposure level. Concentration results over $12 \mathrm{mg} / \mathrm{kg}$ are at or over the Commercial SCTL.

### 3.0 Excavation Plan:

The objective is to excavate the soils with arsenic concentration results above the Residential SCTL of $2.1 \mathrm{mg} / \mathrm{kg}$ from the surface down to 2 -feet below the water table. Although seasonally variable, the average depth-to-water (DTW) at the site is approximately 7.5 feet below land surface (BLS); therefore, arsenic impacted soil greater than $2.1 \mathrm{mg} / \mathrm{kg}$ will be excavated to a depth of 9.5 -feet. The excavation will be divided into three work zones, which will allow a flow of traffic and keep the facility functional. Figure 6 illustrates the three work zones. Each zone will be excavated, backfilled, and restored (to the extent possible) before proceeding to the next work zone.

EPAC has addressed Item \#3 in the Division December 30, 2011 letter by editing Figures 7, 8, 9, and 10 which illustrate the areas to be excavated from grade to 2 feet BLS, from 2 to 4 feet BLS, from 4 to 6 feet BLS, and from 6 to 9.5 feet BLS, respectively. In addition, soil boring data is illustrated in the areas to be excavated and the Figures are in a black and white format. For each depth interval, excavated soil will be segregated into three stockpiles - Category 1 soils less than $2.1 \mathrm{mg} / \mathrm{kg}$, Category 2 soils between 2.1 to $12 \mathrm{mg} / \mathrm{kg}$, and Category 3 soils greater than $12 \mathrm{mg} / \mathrm{kg}$.

Appendix $\mathbf{C}$ contains volume estimates based on the areas illustrated in Figures 7 through 10. The estimated soil volumes to be excavated are:

Category 1 Clean Overburden Soil To Be Excavated . . 1,996 CY
Category 2 Soil with Arsenic impacts between 2.1 and $12 \mathrm{mg} / \mathrm{kg} \quad 4,289 \mathrm{CY}$
Category 3 Soil with Arsenic impacts greater than $12 \mathrm{mg} / \mathrm{kg}$. 2,672 CY
Category 3 soil greater than $12 \mathrm{mg} / \mathrm{kg}$ will be transported off-site for disposal at Waste Management's Pompano Landfill under proper waste manifesting procedures. Category 1 soil, less than $2.1 \mathrm{mg} / \mathrm{kg}$ is defined as clean overburden and will be reused as backfill. Category 2 soils between 2.1 and $12 \mathrm{mg} / \mathrm{kg}$ are defined as "mix" soil. Category 2 soil will be mixed at a ratio of $1: 1$ with clean Category 1 soil and imported clean fill provided by the City of Fort Lauderdale. This mix soil will then be used as backfill and/or stockpiled on site.

It is important to note that the above estimates assume the following:

1. All shaded areas can be excavated to full depth with vertical side walls. In reality, excavation sidewalls will need to be sloped to prevent sloughing and cave-ins, particularily near important site features such as buildings and utilities. During the excavation activities, a competent person shall provide adjustments to the excavation procedures to prevent mishaps.
2. The average depth-to-water (DTW) across the site is assumed to be 7.5 feet BLS. However, the excavation depth will be adjusted to 2 -feet into the water table at the time of the excavation which may be shallower (i.e. if work is done in the wet season) or deeper (i.e. if work is done in the dry season).

### 4.0 Soil Confirmation Sampling

In the Division December 30, 2011 letter, Item \#9 asks for more Confirmation sampling detail. The confirmation will be conducted in the hazardous areas $(12+\mathrm{mg} / \mathrm{kg})$ within the City of Fort Lauderdale maintenance area property boundary along Work Zone 2, and Work Zone 1; every ten (10) feet at five (5) feet intervals for a total of 19 locations. The confirmation samples will be delivered to Florida Spectrum Laboratories and analyzed for Arsenic. Each group of samples will receive a 48 hour analytical turnaround to minimize down time. Please see Figure 6 for the confirmation sample locations.

### 5.0 Backfilling

The excavation areas will be backfilled with "clean" fill provided by the City of Fort Lauderdale from the bottom of the excavation to 3 feet above the water table. This fill, provided by the City, is from lime sand stockpiled after use in filtering water from the City's production well processs. A sample of the City clean fill was tested for both total arsenic and SPLP arsenic (Bench test), Item \#5 on the December 30, 2011Division letter ; both results were well below the SCTLs. See Appendix A for the Bench Test soil boring logs and the analytical results with the COC's are included in Appendix B. Refer to Appendix E, City of Fort Lauderdale Letter addressing the "Clean Fill".

The imported "clean" City fill will be backfilled from the bottom of the excavation (estimated at 9.5 -feet BLS) to 3 -feet above the water table (estimated to be at 7.5 -feet BLS). Appendix C contains backfill quantity estimation calculations. Approximately $3,439 \mathrm{CY}$ of "clean" City fill will be required to backfill to 3 -feet above the water (or to 4.5 -feet BLS). This "clean" City fill should help immobilize arsenic by acting as barrier to potential arsenic leaching from above and by providing sorption sites to any mobile aqueous phase dissolved arsenic.

A "Fluff Factor" between 5 to 10 percent will temporarily create an excess of fill material. However EPAC intends to viberatory roll each successive lift of backfill in one foot intervals. This should reduce Fluff to around 3 percent or lower (Item \#7 on the December 30, 2011Division letter). As such, a Fluff factor was not included within the volume calculations.

In the Division December 30, 2011 letter, Item \#4 addresses the Bench Test analytical resuts for this section. Please see Table 1 and Appendix A \& B support documents for the Bench Tests conducted.

The remainder of the open excavation will be backfilled with a one to one (1:1) mixture of the Category 2 soil (i.e. arsenic between 2.1 and $12 \mathrm{mg} / \mathrm{kg}$ ) and clean soil. Mixing "clean" soil with the Category 2 soil will dilute the arsenic concentrations and reduce the arsenic leaching potential. This theory was verified in two independent Bench tests conducted on the site.

Mixing the Category 2 soil with clean soil at a one-to-on ratio decreased the total arsenic concentrations by $22 \%$ to $48 \%$. This reduction in total arsenic concentrations will reduce the leaching potential and protect the groundwater.

Heavy equipment such as excavators and loaders will be used to physically mix the Category 2 soil with the clean soil (i.e. clean "city" fill or Category 1 soil). The estimated amounts of mix backfill are summarized below:

Volume of Excavated Category 1 Soil.......................................1,996 CY

Volume of Excavated Category 2 Soil .....................................4,289 CY

Mix Total at 1:1 Mixture
$8,578 \mathrm{CY}$
Appendix C contains the soil volume estimate calculations.
Approximately $4,475 \mathrm{CY}$ of mix fill are required to finish backfilling all the excavation areas. The mix fill produced by the Category 2 soil from the City owned maintenance facility property will be used for backfill on the City owned maintenance facility property.

The Category 2 Soil generated from FLCC property adjacent to the City owned maintenance facility property will be segregated, mixed and stored separately. An estimated $2,051 \mathrm{CY}$ of FLCC generated mixed fill will be left over at the completion of backfilling operations. The excess mixed soil generated from the FLCC property will be placed along the northwest boundary of the FLCC property (see location map Figure 12 ) and secured by engineering controls as set forth below. However, if the City of Fort Lauderadale expresses concerns regarding the location of staging and management of FLCC generated mixed soils, the location of storage or the manner of maintenance may be amended. If this plan for management of FLCC generated mixed soils is amended, sufficient notice and specific alternative locations will be provided to Broward County prior to the relocation of such mixed soils.

### 6.0 Engineering Controls:

A number of engineering controls are proposed to 1) safeguard the public from direct exposure and 2) to immobilize any residual arsenic and prevent leaching. Two engineering controls were already discussed above - the use of "clean" city backfill to 3 -feet above the water table and the use of mix fill for the remainder.

To further prevent the potential for leaching or mobilization of arsenic, all excavated areas will be capped with an impermeable barrier. Figure 11 illustrates the areas to be capped. Asphalt pavement consisting of 1.5 -inches of hot-rolled asphalt over 6 -inches of compacted FDOT certified limerock will be applied over all parking and drive areas. Some small areas will be capped with a minimum of 6 -inches of $3,000 \mathrm{PSI}$ reinforced concrete as required by site activities (i.e. locations where concrete is preferred over asphalt by the facility operators).

To prevent leaching or advection of aqueous phase arsenic, no storm water drains or pumping wells of any kind will be permitted in any of the excavated areas. The final grade of the excavated areas will slightly mounded (as much as practical and possible) to divert storm water off to the sides.

Any excess mixed soil generated from the FLCC property will be placed along the northwest boundary of the FLCC property in area 1 or area 2, (see location map Figure 12 ) and secured from exposure to the elements by an impermeable liner, both below and above the mixed soil as well as 6 -inches of clean top soil followed by grass seed and/or
sod to match the surroundings. The specified liner will be Permalon Ply X-100. Permalon liner is a lightweight, highly flexible, cross-laminated, high-density polyethylene membrane with excellent tensile strength, puncture resistance, and UV resistance. Specifications for the Permalon liner material are included in Appendix D.

### 7.0 Institutional Controls

In order to preserve the engineering controls and reduce exposure to impacted soils or groundwater on the City owned maintenance facility property, an institutional control in the form of a Declaration will be provided. The Declaration on the City owned maintenance facility property will provide for maintenance of the engineering controls, restricting access to groundwater and limiting future use of the property. This Declaration will not affect or restrict any other City-owned parcels at the Fort Lauderdale Country Club. In response to requirements in the December 30, 2011 Division Letter, please see attached a letter from the City of Fort Lauderdale, attached as Apprendix E, confirming that the City will allow the proposed activities to be conducted on the City owned maintenance facility property (Acknowledgment Letter).

### 8.0 Groundwater Monitoring Plan:

All monitoring wells damaged or destroyed by the proposed excavation activities will be replaced. Groundwater remediation will be addressed in the form of a Natural Attenuation Monitoring program (NAM). Arsenic levels within groundwater were predominantly at the lower limit of the GCTL. Source removal, engineering controls and natural attenuation should cause a natural lowering of the dissolved arsenic. Thus monitoring will consist of quarterly sampling including source monitoring wells MW-1, 2, 4, $5,6,8$ and annual sampling of wells MW-3, 7, 10, 27, DW-14, 16, 17, and DW-21. Based on the results of four (4) quarters ( 1 year) of sampling, the monitoring program will be modified dependent on the sampling results.

### 8.0 Reporting:

Upon completion, EPAC will prepare a final a report to include:

1. Summary of all work performed.
2. Site maps illustrating the final excavation areas.
3. Site maps illustrating the results of all confirmation soil sampling along with all laboratory reports and chain-of-custodies (COCs).
4. Total soil tonnage transported off-site for disposal with corresponding disposal manifests.
5. Clean backfill tonnage with corresponding delivery tickets.
6. Clean backfill certifications and corresponding analytical reports (if applicable)
7. Total paving square footage
8. Monitoring well logs for any replacement wells (if applicable)
9. Conclusions and recommendations

### 9.0 Schedule:

1. Submission of RAP on February 28, 2012
2. Review by Broward County Division by estimated 30 days.
3. Implementation 180 days from approval of RAP (conditioned upon financing).
4. Replacement of damaged monitoring wells estimated 14 days subsequent to completion of RAP.
5. RAP implementation report estimated 90 days from completion of remediation activites.
6. Natural Attenuation Monitoring program (NAM) start 60 days from replacement of monitoring wells.

We appreciate your review of this document and welcome your questions and comments.
Sincerely,
EPAC Environmental Services, Inc.


Beda C. Dondi, P.G.

CC: Michael O'Brien, Ft. Lauderdale Country Club
City Attorney Harry Stewart, City of Ft. Lauderdale Assistant City Attorney DJ Williams-Persad, City of Ft. Lauderdale Stephen K. Tilbrook, Shutts \& Bowen

## CERTIFICATION

## FLORIDA REGISTERED PROFESSIONAL ENGINEER

In accordance with the provisions of Chapter 471, F. S. Florida Statutes, this Remedial Action Plan for the City of Fort Lauderdale property located within the Fort Lauderdate Country Club at 415 East County Club Circle, Plantation, Florida, EAR License Na. 0871 have been prepared under my responsible charge, supervision, direction and control. I futher certify that it is my professional judgment that this report meets the requirements of Section 62780 for Contaminated Site Cleanup Criteria, Florida Adminisfrative Code.

The report was prepared jointly between EPAC Environmental Services, Inc. and Engineered Environmental Solutions, Inc.

I hereby centify that the work described herein was performed by or under my superision. As a registered Professional Engineer, 1 certify that I am a qualified groundwater professional, who is competent through education and experience to provide the engineering service contained in this report. Moreover, Engineered Environmental Solutions, Inc holds an active Engineering Certificate of Authorization No. 7144.


## TABLE1 SOIL ANALYTICAL RESULTS

ALL SOIL BORING
EPAC\# 2077167


FIGURE 1 SITE PLAN MAP


FIGURE 2-5 SOIL BORING ANALYTICAL RESULTS MAP





FIGURE 6 WORK ZONE MAP


FIGURE 7-10 EXCAVATION MAPS



Exhibit \#
CAM 13-0745
Page 38 of 194



## FIGURE 11 CAPPED AREA MAP

FIGURE 12

EPAC ENVIRONMENTAL SERVICES, INC.


## APPENDIX A

CAM 13-0745

## BORING LOG

Page 1 of



Sample Type Codes: $\mathbf{P H}=$ Post Holc; $\mathbf{H A}=$ Hand Auger; $\mathbf{S S}=$ Split Spoon; $\mathbf{S T}=$ Shelby Tube; $\mathbf{D P}=$ Direct Push; $\mathbf{S C}=$ Sonic Core; $\mathbf{D C}=$ Drill Cuttings Moisture Content Codes: $\mathbf{D}=$ Dry: $\mathbf{M}=$ Moist; $\mathbf{W}=$ Wet: $\mathbf{S}=$ Saturated

BORING LOG
Page 1 of

(describe if other or multiple items are checked):

| Borehole Completion (check one): |  |  |  |  |  |  |  | $\square$ Bentonite $\Gamma^{2}$ Backfill $\quad$ Other (describe) |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  | $\begin{aligned} & \underset{a}{Z} \\ & \stackrel{2}{2} \\ & \vdots \end{aligned}$ |  | Sample Description <br> (include grain size based on USCS, odors, staining, and other remarks) | $\begin{aligned} & \text { N } \\ & \text { N } \\ & \text { N } \\ & \text { E } \\ & \stackrel{0}{0} \end{aligned}$ |  | Lab Soil and Groundwater Samples (list sample number and depth or temporary screen interval) |
| HA | 2 | 4-6 |  |  |  |  |  | NO ODOR, NO STAIN | SW | D |  |

Sample Type Codes: $\mathbf{P H}=$ Post Hole; HA $=$ Hand Auger; $\mathbf{S S}=$ Split Spoon; $\mathbf{S T}=$ Shelby Tube; $\mathbf{D P}=$ Direct Push; $\mathbf{S C}=$ Sonic Core; $\mathbf{D C}=$ Drill Cuttings Moisture Content Codes: $\mathbf{D}=$ Dry; $\mathbf{M}=$ Moist; $\mathbf{W}=$ Wet; $\mathbf{S}=$ Saturated

## BORING LOG

Page 1 of

| Boring/Well Number: SB-39 | Permit Number: N/A |  | FDEP Facility Identification Number: $\mathrm{N} / \mathrm{A}$ |
| :---: | :---: | :---: | :---: |
| Site Name: <br> City of Ft. Lauderdale, Ft. Lauderdale Country Club | Borehole Start Date: <br> End Date: $8-26-11 \text { to } 8-26-11$ | Borehole Start Time: $\Gamma_{\mathrm{A}}$ AM $\Gamma \mathrm{PM}$ <br> End Time: $\Gamma_{\mathrm{AM}}$ $\Gamma \mathrm{PM}$  |  |
| Environmental Contractor: <br> EPAC Environmental Services, Inc. | Geologist's Name: Beda Dondi |  | Environmental Technician's Name: Alex Medina |
| Drilling Company: Paveme <br> EnviroDrill, Inc. N/A | Pavement Thickness (inches): <br> N/A | Borehole Diameter (inches): 2-4 | $\begin{aligned} & \text { Borehole Depth (feet): } \\ & 2 \end{aligned}$ |
| Drilling Method(s): <br> Hand Auger Apparent Borehole <br> from soil moistur | $\begin{aligned} & \hline \text { Apparent Borehole DTW (in feet } \\ & \text { from soil moisture content): N/A } \end{aligned}$ | Measured Well DTW (in feet after water recharges in well): N/A | $\begin{array}{r} \text { OVA (list model and check type): } \\ \Gamma \text { FID PID } \end{array}$ |
| Disposition of Drill Cuttings [check method(s) (describe if other or multiple items are checked) | $\Gamma$ Drum $\Gamma$ Spread | T: Backfill | $\square$ Stockpile Other |



Sample Type Codes: $\mathbf{P H}=$ Post Hole; $\mathbf{H A}=$ Hand Auger; $\mathbf{S S}=$ Split Spoon; $\mathbf{S T}=$ Shelby Tube; $\mathbf{D P}=$ Direct Push; SC $=$ Sonic Core; $\mathbf{D C}=$ Drill Cutings Moisture Content Codes: $\mathbf{D}=$ Dry; $\mathbf{M}=$ Moist; $\mathbf{W}=W c t ; \quad \mathbf{S}=$ Saturated

## BORING LOG

Page 1 of


Sample Type Codes: $\mathbf{P H}=$ Post Hole; $\mathbf{H A}=$ Hand Auger; $\mathbf{S S}=$ Split Spoon; $\mathbf{S T}=$ Shelby Tube; $\mathbf{D P}=$ Direct Push; $\mathbf{S C}=$ Sonic Core; $\quad \mathbf{D C}=$ Drill Cuttings Moisture Content Codes: $\mathbf{D}=$ Dry; $\mathbf{M}=$ Moist; $\mathbf{W}=\mathrm{Wet} ; \mathbf{S}=$ Saturated


CAM 13-0745


Report To:
Veronica Pickett
EPAC
1001 SW 46th Avenue
Pompano Beach, FL 33069

Page 1 of 4
Report Printed: 09/02/11
Submission \# 1108000883
Order \#79297

Sample I.D.: SB-17W
Collected: 08/31/11 15:00
$\begin{array}{ll}\text { Received: } & 08 / 31 / 11 \quad 16: 45 \\ \text { Collected by: Alex Medina }\end{array}$
Collected by: Alex Medina

## LABORATORY ANALYSIS REPORT

| PARAMETER | RESULT | QC | UNITS | MDL | PQL | METHOD | DATE EXT. | DATE <br> ANALY. | ANALYST |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SPLP Synthetic Precipitation Leachate P | FLUID\#1 |  |  |  |  | 1312 SPLP Ext | \|08/3117:00 | 08/31 17:00 | EN |
| Arsenic, SPLP | 0.018 |  | mg/L | 0.0020 | 0.0060 | 1312/6010B | 08/31 | 0901 14:14 | IMN |
|  |  |  |  |  |  |  |  |  |  |

Unless indicated, soil results are reported based on actual (wet) weight basis.
Analytes not currently NELAC certified denoted by ${ }^{-}$.
Work performed by outside (subcontract) labs denoted by Cert.ID in Analyst Field. Results relate only to this sample.
$\mathrm{QC}=$ Qualifier Codes as defined by DEP 62-160
$\mathrm{U}=$ Analyzed for but not detected.
$Q=$ Sample held beyond accepted holding time.
$1=$ Value is between MDL and PQL .
$\mathrm{J}=\mathrm{Estimated}$ value.


Florida-Spectrum Environmental Services, Inc. 1460 W. McNab Road, Fort Lauderdale, FL 33309

| Pembroke Laboratory | Big Lake Laboratory | - | Spectrum Laboratories |
| :---: | :---: | :---: | :---: |
| 528 Gooch Rd. | 610 North Parrot Ave. | 630 indian St. |  |
| Fort Meade, FL 33841 | Okeechobee, FL 34972 | Sww.flenviro.com |  |

Report To:
Veronica Pickett
EPAC
1001 SW 46th Avenue
Pompano Beach, FL 33069

|  |  | Sample I.D.: | SB-34W |  |
| :--- | :--- | :--- | :--- | :--- |
| Project: | Fort Lauderdale Country Club | Collected: | $08 / 31 / 11$ | 15:00 |
| Site Location: | 415 E. Country Club Circle, Plantation, FL 33317 | Received: | $08 / 31 / 11$ | $16: 45$ |
| Matrix: | Solids | Collected by: Alex Medina |  |  |

## LABORATORY ANALYSZS REPORT

| PARAMETER | RESULT | QC | UNITS | MDL | PQL | METHOD | $\begin{aligned} & \text { DATE } \\ & \text { EXT. } \end{aligned}$ | DATE <br> ANALY. | ANALYST |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SPLP Synthetic Precipitation Leachate P | FLUMD 1 |  |  |  |  | 1312 SPLP Ext. | \|08/3117:00 | 08/31 17:00 | EN |
| Arsenic, SPLP | 0.010 |  | $\mathrm{mg} / \mathrm{L}$ | 0.0020 | 0.0060 | 1312/60108 | 08/31 | 09/01 14:19 | IMN |
|  |  |  |  |  |  |  |  |  |  |

Unless indicated, soil results are reported based on actual (wet) weight basis.
Analytes not currently NELAC certified denoted by *
Work performed by outside (subcontract) labs denoted by Cert. M in Analyst Field.
Results relate only to this sample.
QC=Qualifier Codes as defined by DEP 62-160
$\mathrm{U}=$ Analyzed for but not detected.
$Q=$ Sample held beyond accepted holding time.
$\mathrm{I}=$ Value is between MDL and PQL.
$j=$ Estimated value.

## Report To:

Veronica Pickett
Page 3 of 4
EPAC
1001 SW 46th Avenue
Pompano Beach, FL 33069
Report Printed: 09/02/11
Submission \# 1108000883
Order \#79299

Project: Fort Lauderdale Country Club
Site Location: 415 E. Country Club Circle, Plantation, FL 33317
Matrix:

Sample I.D.: SB-39W
Collected: 08/31/l1 15:00
Received: $\quad 08 / 31 / 11$ 16:45
Collected by: Alex Medina

## LABORATORY ANALYSIS REPORT

| PARAMETER | Result | QC | UNITS | MDL | PQL | METHOD | $\begin{aligned} & \text { DATE } \\ & \text { EXT. } \end{aligned}$ | DATE ANALY. | ANALYST |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SPLP Synthetic Precipitation Leachate P | FLUIDH1 |  |  |  |  | 1312 SPLP Ext. \| 08/3117:00 |  | 08/31 17:00 | EN |
| Arsenic, SPLP | 0.034 |  | $\mathrm{mg} / \mathrm{L}$ | 0.0020 | 0.0060 | 1312/6010B | 08/31 | 09/01 14:23 | IMN |
|  |  |  |  |  |  |  |  |  |  |

Unless indicated, soil results are reported based on actual (wet) weight basis.
Analytes not currently NELAC certified denoted by *.
Work performed by outside (subcontract) labs denoted by Cert.ID in Analyst Field.
Results relate only to this sample.
QC $=$ Qualifier Codes as defined by DEP 62-160
$U=$ Analyzed for but not detected.
$Q=$ Sample held beyond accepted holding time.
$I=$ Value is between MDL and PQL .
$J=E s t i m a t e d$ value.


## Report To:

Veronica Pickett
EPAC
1001 SW 46th Avenue
Pompano Beach, FL 33069

Project: Fort Lauderdale Country Club
Site Location: 415 E. Country Club Circle, Plantation, FL 33317
Matrix: Solids

Page 4 of 4
Report Printed: 09/02/11
Submission \# 1108000883
Order \# 79300

Sample I.D.: SB-64W
$\begin{array}{lll}\text { Collected: } & 08 / 31 / 11 & 15: 00 \\ \text { Received: } & 08 / 31 / 11 & 16: 45\end{array}$ $\begin{array}{ll}\text { Received: } & 08 / 31 / 11 \\ \text { Collected by: Alex Medina }\end{array}$

## LABORATORY ANALYSIS REPORT

| PARAMETER | RESULT | QC | UNITS | MDL | PQL | METHOD | DATE <br> EXT. | DATE <br> ANALY. | ANALYST |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| SPLP Synthetic Precipitation Leachate P | FLUID\#1 |  |  |  |  | 1312 SPLP Ext. | $108 / 3117: 00$ | $08 / 31$ | $17: 00$ | EN |
| Arsenic, SPLP | 0.011 |  | $\mathrm{mg} / \mathrm{L}$ | 0.0020 | 0.0060 | $1312 / 6010 \mathrm{~B}$ | $08 / 31$ | $09 / 01$ | $14: 27$ | IMN |
|  |  |  |  |  |  |  |  |  |  |  |

Unless indicated, soil results are reported based on actual (wet) weight basis.
Analytes not currently NELAC certified denoted by *.
Work performed by outside (subcontract) labs denoted by Cert.ID in Analyst Field. Results relate only to this sample.
QC=Qualifier Codes as defined by DEP 62-160 $\mathrm{U}=$ Analyzed for but not detected.
$\mathrm{Q}=$ Sample held beyond accepted hoiding time. $\xi=$ Value is between MDL and PQL .
$j=E s t i m a t e d$ value.




## Report To:

Veronica Pickett
Page 1 of 8
EPAC
Report Printed: 09/14/11
Submission \# 1109000255
1001 SW 46th Avenue
Order \# 80603

Project: FLCC Bench Test \#2
Site Location: 415 E. Country Club Circle, Plantation, FL 33317
Matrix:

LABORATORY ANALYSIS REPORT
All results reported as dry weight where appropriate.

| PARAMETER | Result | QC | UNITS | MDL | PQL | METHOD | $\begin{aligned} & \text { DATE } \\ & \text { EXT. } \end{aligned}$ | DATE ANALY. | ANALYST |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Percent Solids | 93.8 |  | \% | 0.1 | 0.3 | SM2540G | 09/13 11:00 | 09/13 14:33 | CEB |
| Arsenic | 2.367 « |  | $\mathrm{mg} / \mathrm{Kg}$ | 0.0649 | 0.1947 | 3050/6010B | $09 / 13$ | 09/13 16:52 | IMN |

*Results reported as Dry Weight ((Wet Weight/ \% Solids) x 100)
QC $=$ Qualifier Codes as defined by DEP 62-160
Analytes not currenty NELAC certified denoted by *.
Work performed by outside (subcontract) labs denoted by Cert.ID in Analyst Field.
Results relate only to the sample.
Qualifiers:
$\mathrm{U}=$ Analyzed for but not detected.
$\mathrm{Q}=$ Sample held beyond accepted holding time.
$\mathrm{I}=$ Value is between MDL and PQL.


Florida-Spectrum Environmental Services, Inc.
1460 W. McNab Road, Fort Lauderdale, FL 33309

| Pembroke Laboratory | Big Lake Laboratory | - |
| :---: | :---: | :---: |
| 528 Gooch Rd. | 610 North Parrot Ave. | Spectrum Laboratories |
| Fort Meade, FL 33841 | Okeechobee, FL 34972 | Savo Indian St. |
|  | Www,flenviro.com |  |

## Report To:

Veronica Pickett
EPAC
1001 SW 46th Avenue
Pompano Beach, FL 33069
Page 2 of 8
Report Printed: 09/14/11
Submission \# 1109000255
Order \# 80604
Project: FLCC Bench Test \#2

Site Location: 415 E. Country Club Circle, Plantation, FL 33317 Matrix: Solids

Sample I.D.: 0-2
Collected: $\quad 09 / 13 / 11 \quad 00: 00$

Received: 09/13/11 09:45
Collected by: Beda Dondi

LABORATORY ANALYSIS REPORT
All results reported as dry weight where appropriate.

| PARAMETER | Result | QC | UNITS | MDL | PQL | METHOD | DATE EXT. | DATE ANALY. | ANALYST |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SPLP Synthetic Precipitation Leachate P | FLUID\#1 |  |  |  |  | 1312 SPLP Ext: ${ }^{\text {\| }}$ 09/1315:00 |  | 09/13 15:00 | EN |
| Arsenic, SPLP | 0.005 | I | $\mathrm{mg} / \mathrm{L}$ | 0.0020 | 0.0060 | 1312/6010B | 09113 | 09/14 12:10 | MN |
|  |  |  |  |  |  |  |  |  |  |

* Results reported as Dry Weight ( Wet Weight / \% Solids) x 100 )
$\mathrm{QC}=$ Qualifier Codes as defined by DEP $62-160$
Analytes not currently NELAC certified denoted by ${ }^{-}$.
Work performed by outside (subcontract) labs denoted by Cert.ID in Analyst Field.
Results relate only to the sample.
Qualifiers:
$U=$ Analyzed for but not detected.
$Q=$ Sample held beyond accepted holding time.
$I=$ Value is between MDL and PQL.



## Report To:

Veronica Pickett

## Page 3 of 8

EPAC
Report Printed: 09/14/11
1001 SW 46th Avenue
Pompano Beach, FL 33069
Submission \# 1109000255
Order \# 80605

Project: FLCC Bench Test \#2
Site Location: 415 E. Country Club Circle, Plantation, FL 33317
Matrix: Solids

Sample I.D.: Lime

| Collected: | $09 / 13 / 11$ | $00: 00$ |
| :--- | :--- | :--- |
| Received: | $09 / 13 / 11$ | $09: 45$ |
| Collected by: | Beda Dondi |  |

LABORATORY ANALYSIS REPORT
All results reported as dry weight where appropriate.

| PARAMETER | Result | QC | UNITS | MDL | PQL | METHOD | $\begin{aligned} & \text { DATE } \\ & \text { EXT. } \end{aligned}$ | DATE ANALY. | ANALYST |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Percent Solids | 75.1 |  | \% | 0.1 | 0.3 | SM2540G | 09/13 11:00 | 09/13 14:33 | CEB |
| Arsenic | 1.012 « |  | $\mathrm{mg} / \mathrm{Kg}$ | 0.0649 | 0.1947 | 305016010B | 09113 | 09113 16:56 | IMN |

* Results reported as Dry Weight ((Wet Weight/\% Solids) $\times 100$ )
$Q C=$ Qualifier Codes as defined by DEP 62-160
Analytes not currently NELAC certified denoted by ~.
Work performed by outside (subcontract) labs denoted by Cert.ID in Analyst Field.
Results relate only to the sample.
Qualifiers:
$\mathrm{U}=$ Analyzed for but not detected.
$\mathrm{Q}=$ Sample held beyond accepted holding time.
$I=$ Value is between MDL and PQL.


Apthorizedass/ Signafure
Fprida Enyironmeftal;Certfication \# E86006

Report To:
Veronica Pickett
EPAC
1001 SW 46th Avenue
Pompano Beach, FL 33069

Page 4 of 8
Report Printed: 09/14/11
Submission \# 1109000255
Order \# 80606

Project: FLCC Bench Test \#2
Site Location: 415 E. Country Club Circle, Plantation, FL 33317 Solids

LABORATORY ANALYSIS REPORT
All results reported as dry weight where appropriate.

| PARAMETER | RESULT | QC | UNITS | MDL | PQL | METHOD | DATE <br> EXT. | DATE <br> ANALY. | ANALYST |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| SPLP Synthetic Precipitation Leachate P | FLUID\#1 |  |  |  |  | 1312 SPLP Ext. $109 / 1315: 00$ | $09 / 13$ 15:00 | EN |  |
| Arsenic, SPLP | U | U | $\mathrm{mg} / \mathrm{L}$ | 0.0020 | 0.0060 | $1312 / 6010 \mathrm{~B}$ | $09 / 13$ | $09 / 14$ 12:14 | IMN |
|  |  |  |  |  |  |  |  |  |  |

*Resuts reported as Dry Weight ( Wet Weight / \% Solids) x 100)
$Q C=$ Qualifier Codes as defined by DEP $62-160$
Analytes not currently NELAC certified denoted by -
Work performed by outside (subcontract) labs denoted by Cert.ID in Analyst Field.
Results relate only to the sample.
Qualifiers:
$\mathrm{U}=$ Analyzed for but not detected.
$\mathrm{Q}=$ Sample held beyond accepted holding time.
$\mathrm{I}=$ Value is between MDL and PQL .


Report To:
Veronica Pickett
EPAC
1001 SW 46th Avenue
Pompano Beach, FL 33069

Page 5 of 8
Report Printed: 09/14/11
Submission \# 1109000255
Order \# 80607

Project: $\quad$ FLCC Bench Test \#2
Site Location: 415 E. Country Club Circle, Plantation, FL 33317 Matrix: Solids

Sample I.D.: 50/50

| Collected: | $09 / 13 / 11$ | $00: 00$ |
| :--- | :--- | :--- |
| Received: | $09 / 13 / 11$ | $09: 45$ |
| Collected by: | Beda Dondi |  |

LABORATORY ANALYSIS REPORT
All results reported as dry weight where appropriate.

| PARAMETER | RESULT | QC | UNITS | MDL | PQL | METHOD | $\begin{aligned} & \text { DAXE } \\ & \text { EXT. } \end{aligned}$ | DATE ANALY. | ANALYST |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Percent Solids | 87.8 |  | \% | 0.1 | 0.3 | SM2540G | 09113 11:00 | 09/13 14:33 | CEB |
| Arsenic | 1.925 « |  | $\mathrm{mg} / \mathrm{Kg}$ | 0.0649 | 0.1947 | 3050/6010B | $09 / 13$ | 09/13 17:01 | IMN |

- Results reported as Dry Weight ((Wet Weight / \% Solids) x 100)
$\mathrm{QC}=$ Qualifier Codes as defined by DEP 62-160
Analytes not currenty NELAC certified denoted by -
Work performed by ouside (subcontract) labs denoted by Cert.ID in Analyst Field.
Results relate only to the sample.
Qualifiers:
$\mathrm{U}=$ Analyzed for but not detected.
$Q=$ Sample held beyond accepted holding time.
$\mathrm{I}=$ Value is between MDL and PQL.



## Report To:

Veronica Pickett
Page 6 of 8
EPAC
1001 SW 46th Avenue
Report Printed: 09/14/11
Submission \# 1109000255
Pompano Beach, FL 33069
Order \# 80608

Project: FLCC Bench Test \#2
Site Location: 415 E. Country Club Circle, Plantation, FL 33317
Matrix: Solids

Sample I.D.: 50/50
Collected: 09/13/11 00:00
Received: 09/13/11 09:45
Collected by: Beda Dondi
LABORATORY ANALYSIS REPORT
All results reported as dry weight where appropriate.

| PARAMETER | Result | QC | UNTTS | MDL | PQ | METHOD | $\begin{aligned} & \text { DATE } \\ & \text { EXT. } \end{aligned}$ | DATE analy. | ANALYST |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SPLP Synthetic Precipitation Leachate P | FLUID\#1 |  |  |  |  | 1312 SPLP Ext | 09/1315:00 | 09/13 15:00 | EN |
| Arsenic, SPLP | 0.002 |  | $\mathrm{mg} / \mathrm{L}$ | 0.0020 | 0.0060 | 1312/6010B | 09113 | 09/14 12:19 | IMN |
|  |  |  |  |  |  |  |  |  |  |

* Results reporied as Dry Weight (( Wet Weight / \% Solids) x 100)

QC $=$ Qualifitir Codes as defined by DEP 62-160
Analytes not currendly NELAC certified denoted by -
Work performed by outside (subcontract) labs denoted by Cert.ID in Analyst Field.
Results relate only to the sample.
Qualifiers:
$U=$ Analyzed for but not detected.
$\mathrm{Q}=$ Sample held beyond accepted holding time.
$\mathrm{I}=$ Value is between MDL and PQL.


Report To:
Veronica Pickett EPAC
1001 SW 46th Avenue
Pompano Beach, FL 33069

Page 7 of 8
Report Printed: 09/14/11
Submission \# 1109000255 Order \# 80609

Project: $\quad$ FLCC Bench Test \#2
Site Location: 415 E. Country Club Circle, Plantation, FL 33317

LABORATORY ANALYSIS REPORT
All results reported as dry weight where appropriate.

| PARAMETER | RESULT | QC | UNITS | MDL | PQL | METHOD | $\begin{aligned} & \text { DATE } \\ & \text { EXT. } \end{aligned}$ | DATE analy. | ANALYST |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Percent Solids | 80.2 |  | \% | 0.1 | 0.3 | SM2540G | 09/13 11:00 | 09/13 14:33 | CEB |
| Arsenic | 1.197 « |  | $\mathrm{mg} / \mathrm{Kg}$ | 0.0649 | 0.1947 | 3050/6010B | 09/13 | 09/13 17:05 | IMN |

* Results reported as Dry Weight ((Wet Weight / \% Solids) x 100)

QC = Qualifier Codes as defined by DEP 62-160
Analytes not currently NELAC certified denoted by ${ }^{7}$.
Work performed by outside (subcontraci) labs denoted by Cert.ID in Analyst Field.
Results relate only to the sample.
Qualifiers:
$\mathrm{U}=$ Analyzed for but not detected.
$\mathrm{Q}=$ Sample held beyond accepted holding time.
$\mathrm{I}=$ Value is between MDL and PQL .


Report To:
Veronica Pickett
Page 8 of 8
EPAC
1001 SW 46th Avenue
Pompano Beach, FL 33069

Project:
FLCC Bench Test \#2
Site Location: 415 E. Country Club Circle, Plantation, FL 33317 Matrix: Solids

Report Printed: 09/14/11
Submission \# 1109000255
Order \# 80610

LABORATORY ANALYSIS REPORT
All results reported as dry weight where appropriate.

| PARAMETER | result | QC | UNITS | MOL | PQL | METHOD | $\begin{aligned} & \text { DATE } \\ & \text { EXT. } \end{aligned}$ | DATE ANALY. | ANALYST |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SPLP Synthetic Precipiation Leachate P | FLUID*1 |  |  |  |  | 1312 SPLP Ext. 0911315:00 |  | 09/13 15:00 | EN |
| Arsenic, SPLP | 0 | u | $\mathrm{mg} / \mathrm{L}$ | 0.0020 | 0.0060 | 1312/6010B | 09/13 | 09/14 12:23 | IMN |
|  |  |  |  |  |  |  |  |  |  |

*Results reported as Dry Weight ( Wet Weight / \% Solids) x 100)
QC=Qualifier Codes as defined by DEP 62-160
Analytes not currently NELAC certified denoted by ${ }^{-}$.
Work performed by outside (subcontract) labs denoted by Cert.ID in Analyst Field. Resuits relate only to the sample.

## Qualifiers:

$U=$ Analyzed for but not delected.
$Q=$ Sample held beyond accepted holding time.
Sample I.D.: $25 / 75$
$\begin{array}{lll}\text { Collected: } & 09 / 13 / 11 & 00: 00 \\ \text { Received: } & 09 / 13 / 11 & 09: 45\end{array}$
Collected by: Beda Dondi  $\mathrm{I}=$ Value is between MDL and PQL .


AuthorizedTCSM Sigyature Florida Efvironm fital;Cftification \# E86006
DUE DATE Requested

R $\square 1460$ W. McNab Road Ft Laud. FL 33309 Tel: (954) 978-6400 Fax: (954) 978-2233 - 630 Indian Street Savannah, GA 31401
S28 Gooch Road Fort Meade, FL 33841 도류률
Sampler

| Bottle | $\begin{array}{l}\text { Number of } \\ \text { Containers } \\ \text { Received }\end{array}$ |
| :---: | :---: |

Pres. $\begin{gathered}\text { Received } \\ \& N E L E A C\end{gathered}$
Combo
Codes $\begin{gathered}\text { Letter } \\ \text { Suffixes }\end{gathered}$
4

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-1
-1
$n$

| 18 |
| :--- |
| 4 |
| 3 |

$\substack{1+\\ \rightarrow+\\ \rightarrow+\\ \rightarrow}$



## APPENDIX C BACKFILL QUANTITY ESTIMATIONS CALCULATIONS

APPENDIX C

| Excvation \& Backfill Quantities Estimate |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Site Name: | Ft Lauderdale Country Club / City of Ft Lauderdale |  |  |  |  | DATE CALCULATED: | 10/06/11 |
| Address: | 415 E Country Club Circle / 5050 W Broward Blvd |  |  |  |  | CALCULATED BY: | JZ |
| City, State: | Plantation, FL |  |  |  |  | DATE CHECKED: | 10/06/11 |
| Job No.: |  |  |  |  |  | CHECKED BY: | JZ |
| Refer to Figures 7, 8, 9, and 10: <br> Excavated soil to be divided into three categories: |  |  |  |  |  |  |  |
| Category 1: Clean Overburden Soil with arsenic concentrations less than the residential SCTL of $2.1 \mathrm{mg} / \mathrm{kg}$. This soil is represented by the BLUE hatching in Figures 7, 8, 9, and 10. This soil can be used as backfill but only from grade to 3 feet above the water table. This soil can also be mixed with Category 2 soil at a $1: 1$ ratio. |  |  |  |  |  |  |  |
| Category 2: Mix Soil with arsenic concentrations above the residential SCTL of $2.1 \mathrm{mg} / \mathrm{kg}$ but below the commercial/ industrial SCTL of $12 \mathrm{mg} / \mathrm{kg}$. This soil is reprsented by the GREEN hatching in Figures 7, 8, 9, and 10. This soil will be mixed with "CLEAN" fill provided by the City of Ft. Lauderdale at a 1:1 ratio and |  |  |  |  |  |  |  |
| Category 3: Contaminated Soil with arsenic concentrations greater than the commercial/industrial SCTL of $12 \mathrm{mg} / \mathrm{kg}$. This soil is represented by the RED hatching in Figures $7,8,9$, and 10. This soil will be transported off-site for disposal. |  |  |  |  |  |  |  |
| Assume the average depth-to-water (DTW) $=$ 7.5 Feet BLS <br> Final excavation depth to be the average DTW plus 2 feet $=$ 9.5 Feet BLS |  |  |  |  |  |  |  |
| Estimate the excavation amounts (CY and Tons) for Categories 1, 2, and 3 soil: |  |  |  |  |  |  |  |
| Depth Interval Feet BLS | Area of Each Soil Type, SF |  |  | Volume of Each Soil Type, CY |  |  |  |
|  | BLUE <br> Category 1 | GREEN Category 2 | RED <br> Category 3 | BLUE <br> Category 1 | GREEN Category 2 | RED <br> Category 3 |  |
| 0 to 2 | 11,200 | 20,187 | 4,466 | 830 | 1,495 | 331 |  |
| 2 to 4 | 15,750 | 11,114 | 300 | 1,167 | 823 | 22 |  |
| 4 to 6 | 0 | 15,260 | 10,151 | 0 | 1,130 | 752 |  |
| 6 to 8 | 0 | 6,480 | 6,200 | 0 | 480 | 459 |  |
| 8 to 9.5 | 0 | 6,480 | 6,200 | 0 | 360 | 344 |  |
| Total Volumes, $\mathrm{CY}=$ |  |  |  | 1,996 | 4,289 | 1,909 |  |
| Total Weight (assumes 1.4 mult.), TONS = |  |  |  | 2,795 | 6,005 | 2,672 |  |
| Estimate the amount of Category 3 soil for transport and disposal: Soil with Arsenic > $12 \mathrm{mg} / \mathrm{kg}$ requiring off-site $\mathrm{T} \& \mathrm{D}=$ |  |  |  |  |  |  |  |
|  |  |  |  |  | $\begin{aligned} & 1,909 \\ & 2,672 \end{aligned}$ | CY TONS |  |


| Calculate the volume of clean City of Ft. Lauderdale fill required to mix with the Category 2 soil: Assume the Category 2 soil to be mixed $1: 1$ with Category 1 soil and additional clean City of Ft. Lauderdale fill: |  |  |
| :---: | :---: | :---: |
| Category 2 Soil Volume = | 4,289 | CY |
| Category 1 Soil Volume $=$ | 1,996 | CY |
| Amount of Addl. City Clean Fill Required = | 2,293 | CY |
| Total Volume of Mix Soil $=$ | 8.578 | CY |



CAM 13-0745

|  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |

## APPENDIX D PERMALON LINER SPECIFICATIONS



|  | physichl-phopentles and Iypleat vaues |  |  |
| :---: | :---: | :---: | :---: |
| PIAPERTY | GSTM TESTMETHOL |  |  |
| Weight | D-3776 | $22.5 \mathrm{LB} / 1000 \mathrm{FT}^{2}$ | $12.4 \mathrm{KG} / 100 \mathrm{M}^{2}$ |
| Thickness | [1-4801 | 8.0 MIL | . 20 MM |
| 1" Load © Break | D-882 | 29 LBF | 129 N |
|  |  | 3625 PSI | 25 MPA |
| $1^{\prime \prime}$ Elongation © Break | 0-882 | $525 \%$ | $525 \%$ |
| Tongue Tear | D-2261 | 80, LBF | 40 N |
| Trapezoidal Tear | 0-4533 | 14.0 LBF | 62.3 N |
| PPT Resistance | D-२582 | 26 LBF | 116 N |
| Dart impact Strength | 0-1709 | 2.3 LBS | 1.04 KG |
| Cold Impact Strength | 0-1790 | $-40^{\circ} \mathrm{F}$ | $-40^{\circ} \mathrm{C}$ |

Features

- High density, cross-laminated polyethylene resists punctures and tears.
- UV stabilized to withstand prolonged exposure to sunlight.


## APPENDIX E LETTER FROM CITY OF FORT LAUDERDALE

## CITY OF

## FORT LAUDERDALE

Venice of America

February 22, 2012

Mr. Paui Waite, PE.<br>Broward County<br>Pollution Prevention, Remediation and Air Quality Division<br>1 North University Drive<br>Plantation Florida 33324.

## SUBJECT: Remedial Action Plan for the Fort Lauderdale Country Club

Dear Mr. Waite:
The City of Fort Lauderdale ("City") is in receipt of, and has reviewed, the Remedial Action Plan ("RAP") being submitfed by Fort Lauderdale Country Club ("FLCC") to the Broward County Environmental Protection \& Growth Management Department, Pollution Prevention, Remediation and Air Quality Division (the "Division") for remediation of a portion of City owned property which includes maintenance facilities owned and operated by FLCC ("City Site") through the removal of all solls within the City Site with arsenic levels greater than $12 \mathrm{mg} / \mathrm{kg}$ for off-site disposal and mixing all remaining soils with arsenic levels between $2.1 \mathrm{mg} / \mathrm{kg}$ and $12 \mathrm{mg} / \mathrm{kg}$ at a one to one ratio with clean fill for backfilling.

City staff is in agreement with the proposed RAP and is willing to allow FLCC to conduct the proposed remediation activities on the City Site and accept a restriction which would impose engineeringfinstitutional controls and limit groundwater use upon the City Site, but which will not impact the remainder of the wellfield.

The City requests that any restrictions or engineering controls on any portions of FLCC owned property should specifically exclude the City's active production wells in order to allow the City. to continue to operate its active wells at the current production rate as permitted.

Once the RAP is approved by the Division and a Deciaration of Restrictive Covenants is drafted, City and FLCC will need to agree to the details of implementation before City staff can make a recommendation to the City Commission to approve implementation of the RAP and executionof a Declaration of Restrictive Covenants for the City Site. Please note City is in the process of lime sand removal from the City's Prospect Wellfield which is anticipated to be used as the clean fill in the remediation and expects this lime removal process to be completed within 6-8 months.

Mr. Paul Waite, P.E.
February 22; 2012
Page Two

Should you have any questions or comments, please contact Albert Carbon, City of Fort Lauderdale Public Works Director, at (954) 828-5290.

Sincerely,


Lee R Feldman, ICMA-CM
City Manager
C: Susanne Torriente, Assistant City Manager Albent J. Carbon, PE., Public Works Director Todd Hiteshew, Environmental Services Manager DJ Williams-Persaud, Assistant City Attomey


## PROMISSORY NOTE

(Fort Lauderdale Country Club, Inc./City of Fort Lauderdale)

As of, $\qquad$ , 2013
Fort Lauderdale, Florida

FOR VALUE RECEIVED, the undersigned promises to pay to the order of CITY OF FORT LAUDERDALE, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns ("Lender") at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, or at such other place as may be designated by the holder hereof, the principal sum of Two Hundred Thousand and 00/100 Dollars ( $\$ 200,000.00$ ), or so much thereof as may have been advanced by Lender, without interest.

The entire principal balance of this Note then unpaid shall be due and payable in full on the fifth ( $5^{\text {th }}$ ) anniversary of the date of this Note ("Maturity Date").

The undersigned is executing this Note pursuant to the terms and conditions of that certain Settlement Agreement of even date herewith executed by the undersigned and Lender ("Settlement Agreement"). Subject to the restrictions and limitations set forth herein and in the Settlement Agreement, the total amount of indebtedness hereunder may increase or decrease from time to time.

Provided Lender has advanced to the undersigned an amount equal to or greater than the "Annual Payment" (as hereinafter defined), during the term hereof, the undersigned shall pay installments of principal, only, in the amount of Forty Thousand and 00/100 Dollars ( $\$ 40,000.00$ ) per annum (each an "Annual Payment"), commencing on the first anniversary of the date this Note, with subsequent installments due on the same day each and every calendar year thereafter, until the Maturity Date. The outstanding principal balance may be prepaid, in whole or in part, at any time without penalty.

This Note will be considered in default when any payment required to be made hereunder shall not have been made within fifteen (15) days after the undersigned's receipt of written notice from Lender that a payment has not been made on the due date.

In the event of default not cured within the applicable notice and cure period, Lender may, at its option, declare the entire unpaid principal balance of this Note immediately due and payable without notice or demand.

The undersigned hereby waives demand, notice of non-payment and protest and agrees that if this Note goes into default and is placed in the hands of an attorney for enforcement of the undersigned's obligations hereunder, and if the Lender shall prevail in an enforcement action, the undersigned shall pay reasonable attorneys' fees and all other costs and expenses incurred in making such enforcement, including but not limited to reasonable attorneys' fees and costs on appeal of any judgment or order.

This Note shall be construed and enforced in accordance with the laws of the State of Florida.
FORT LAUDERDALE COUNTRY CLUB, INC., a Florida not-for-profit corporation

By:
Name: Jean Smith
Title: President
Address: 415 Country Club Circle
Plantation, Florida 33317

By:
Name: Joseph Angella
Title: Secretary
Address: $\quad 415$ Country Club Circle
Plantation, Florida 33317


This instrument Prepared By
Stephen K. Tilbrook, Esq.
Shutts \& Bowen, LLP
200 E. Broward Blvd., Suite 2100
Fort Lauderdale, FL 33301
And when recorded return to:
$\qquad$

## OUIT CLAIM DEED

(Fort Lauderdale Country Club. Inc./City of Fort Lauderdale)
THIS INDENTURE, is made as of the $\qquad$ day of $\qquad$ , 2013, between FORT LAUDERDALE COUNTRY CLUB, INC., a Florida not-for-profit corporation, whose address is 415 Country Club Circle, Plantation, Florida 33317 ("Grantor") and CITY OF FORT LAUDERDALE, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 ("Grantee").

Witnesseth that, Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS, in hand paid by Grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee, all the right, title, interest, claim and demand which the Grantor has in and to the following described land, situate, lying and being in County of Broward, and State of Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof.

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 and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

WITNESSES:

Print Name: $\qquad$

Print Name: $\qquad$

Print Name: $\qquad$

FORT LAUDERDALE COUNTRY CLUB, INC., a Florida not-for-profit corporation

By:
Name: Jean Smith
Title: President
By:
Name: Joseph Angella
Title: Secretary

Print Name: $\qquad$

## STATE OF FLORIDA )

) ss:
COUNTY OF BROWARD )
The foregoing instrument was acknowledged before me this $\qquad$ day of $\qquad$ , 2013, by as $\qquad$ of FORT LAUDERDALE COUNTRY CLUB, INC., a Florida not-for-profit corporation, on behalf of the corporation and who has provided or is personally known to me.

Notary Public - (Signature)
Print Name:
My Commission Expires: $\qquad$

STATE OF FLORIDA )
COUNTY OF BROWARD, ) ss:
COUNTY OF BROWARD )
The foregoing instrument was acknowledged before me this ___ day of 2013, by $\qquad$ as of FORT LAUDERDALE COUNTRY CLUB, INC., a Florida not-for-profit corporation, on behalf of the corporation and who has provided $\qquad$ or is personally known to me.

Notary Public - (Signature)
Print Name: $\qquad$
My Commission Expires: $\qquad$

## EXHIBIT "A" <br> LEGAL DESCRIPTION



FOR: THE CITY OF FORT LAUDERDALE


SCALE: $1^{n}=800^{\circ}$

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a grophic depiction of the description shown hereon. There has been no fleid work, viewing of the subject property, or monuments set in connection with the preporation of the information shown hereon.

LOCATION SKETCH RAW WATER PRODUCTION WELL \#31

SURVEYOR'S NOTES:

1) THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF $1983 / 1990$ (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS $-0{ }^{\circ} 21^{\prime} 12^{\prime \prime}$.
2) THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWSE NOTED.
4) SEE SHEET 2 OF 3 FOR LEGAL DESCRIPTION.
5) SEE SHEET 3 OF 3 FOR BOUNDARY INFORMATION SKETCH.

ABBREVIATION LEGEND

| B.C.R. BROWARD COUNTY <br> $R$ RADIUS <br> $\Delta$ CENTRAL ANGLE <br> A ARC DISTANCE <br> \& CENTERLUNE <br> PW PRODUCTION WELL <br> O.R.B. OFFICIAL RECORDS <br> PG. PAGE | ECORD <br> OOK |  |  |
| :---: | :---: | :---: | :---: |
| UPDATES and/or REVISIONS | DATE | BY | CK'D |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |



NOTE The undersigned and CRAVEN-THOMPSON \& ASSOCIATES, INC. moke no representations or guarantees as to the information reflected hereon periaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such informotion should be obtained ond confirmed by others through opproprlate title verlfication.
NOTE Lands shown hereon were not obstracted for right-of-way and/or easements of record.
G: \2009\09-6026 DINE WEL FED EASIMENTS\OWG\S0-8ASE RAW WATER PROD WELS $30 \& 31 R E V$ DHG

DESCRIPTION: (RAW WATER PRODUCTION WELL \#31)
A PORTION OF WEST TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 20, COUNTRY CLUB ESTATES-UNIT 'D', ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 2 OF SAID PUBLIC RECORDS; THENCE SOUTH $00^{\circ} 31$ '23" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF S.W. $46^{\text {Th }}$ AVENUE (FORMERLY MIDWAY ROAD) AS DESCRIBED IN OFFICIAL RECORDS BOOK 2815 , PAGE 7 OF SAID PUBLIC RECORDS, A DISTANCE OF 200.00 FEET; THENCE SOUTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ WEST, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH LINE OF A 50 FOOT WIDE UTILITY EASEMENT AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB; THENCE NORTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 150.00 FEET; THENCE SOUTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ EAST, ALONG THE WEST LINE OF SAID 50 FOOT WIDE EASEMENT, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.517 ACRES OR ( 22,500 SQUARE FEET) MORE OR LESS.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


$$
\text { Pe } 0 \hat{3} 2
$$

THOMAS C. SHAHAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA
this sketch \& description or the copies thereof are not valid without the signature and the ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 3 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEET 3 OF 3 FOR BOUNDARY INFORMATION SKETCH.

SHEET 2 OF 3 SHEETS
JOB NO. 09-0026
DATED: November 27, 2012


FOR: THE CITY OF FORT LAUDERDALE


SCALE: $1^{\prime \prime}=800^{\circ}$

## SURVEYOR'S NOTES:

1) THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUE, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS $-0^{\circ} 21^{\prime} 12^{\prime \prime}$.
2) THIS DOCUMENT CONSISTS OF 4 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALD AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.
4) THE SIDELINES OF THIS

EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTINUOUS STRIP.
5) SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION.
6) SEE SHEETS 3 \& 4 OF 4 FOR GOUNDARY INFORMATION SKETCH.

ABBREVIATION LEGEND

| B.C.R. | BROWARD COUNTY RECORDS |
| :--- | :--- |
| $R$ | RADIUS |
| $\Delta$ | CENTRAL ANGLE |
| A | ARC DISTANCE |
| $\mathbb{A}$ | CENTERLINE |
| PW | PRODUCTION WELL |
| O.R.B. | OFFICIAL RECORDS BOOK |
| PG. | PAGE |



DESCRIPTION: (40' WIDE RAW WATER LINE PW\#27 TO PW\#28)
A PORTION OF WEST TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP OF LAND 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST TRACT, SAID POINT BEING THE WEST ONE-QUARTER (W. 1/4) CORNER OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 41 EAST AS SHOWN ON SAID PLAT; THENCE NORTH $89^{\circ} 00^{\prime} 38^{\prime \prime}$ EAST, ALONG THE SOUTHERLY LINE OF SAID RESERVED AREA, A DISTANCE OF 272.01 FEET TO THE SOUTHEAST CORNER OF A RESERVED AREA AS SHOWN ON SAID PLAT; THENCE NORTH $00^{\circ} 59^{\prime} 22^{\prime \prime}$ WEST, ALONG THE EASTERLY LINE OF SAID RESERVED AREA, A DISTANCE OF 179.11 FEET; THENCE NORTH $42^{\circ} 02^{\prime} 38^{\prime \prime}$ WEST, A DISTANCE OF 231.68 FEET; THENCE NORTH $02^{\circ} 30^{\prime} 31^{\prime \prime}$ WEST, A DISTANCE OF 48.08 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE, SAID POINT BEING ON A NORTH LINE OF SAID RESERVED AREA; THENCE CONTINUE NORTH $02^{\circ} 30^{\prime} 31^{\prime \prime}$ WEST, A DISTANCE OF 259.89 FEET; THENCE NORTH $06^{\circ} 26^{\prime} 33^{\prime \prime}$ WEST, A DISTANCE OF 132.44 FEET; THENCE NORTH $08^{\circ} 57^{\prime} 00^{\prime \prime}$ EAST, A DISTANCE OF 96.87 FEET; THENCE NORTH $11^{\circ} 53^{\prime} 38^{\prime \prime}$ EAST, A DISTANCE OF 25.51 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON A SOUTH LINE OF A RESERVED AREA AS SHOWN ON SAID PLAT.

## LESS AND EXCEPT:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THAT CERTAIN 50' WIDE CITY OF FORT LAUDERDALE UTILITY EASEMENT AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.206 ACRES OR ( 8,961 SQUARE FEET) MORE OR LESS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


THOMAS C. SHAMAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA
this sketch \& description or the copies thereof are not valid without the signature and the ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 4 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND
SEE SHEETS 3 AND 4 OF 4 FOR BOUNDARY INFORMATION SKETCH.
SHEET 2 OF 4 SHEETS
JOB NO. 09-0026
DATED: November 27, 2012



FOR: THE CITY OF FORT LAUDERDALE


SCALE: $1^{\prime \prime}=800^{\circ}$ SURVEYOR'S NOTES:

1) THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" ANO "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FlLE NO. WS-04-07, SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS $-0{ }^{\circ} 21^{\prime} 12^{\prime \prime}$.
2) THIS DOCUMENT CONSISTS OF 6 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWSE NOTED.
4) THE SIDELINES OF THIS EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTINUOUS STRIP.
5) SEE SHEET 2 OF 6 FOR LEGAL DESCRIPTION.
6) SEE SHEET 3 OF 6 FOR CERTIFICATION.
7) SEE SHEETS 4, 5 \& 6 OF 6 FOR BOUNDARY INFORMATION SKETCH. ABBREVIATION LEGEND
B.C.R. BROWARD COUNTY RECORDS
$\begin{array}{ll}R & \text { RADIUS } \\ \Delta & \text { CENTRAL ANGLE }\end{array}$
A ARC DISTANCE
\& CENTERLINE
PW PRODUCTION WELL
O.R.B. OFFICIAL RECORDS BOOK

| PG. PAGE |  |  |  |
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NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no fledd work, viewing of the subject property, or monuments set in connection with the preparation of the informotion shown hereon.

## LOCATION SKETCH

 40' WIDE RAW WATER LINE PW\#28 TO PW\#30

DESCRIPTION: (40' WIDE RAW WATER LINE PW\#28 TO PW\#30)
A PORTION OF WEST TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP OF LAND 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF A RESERVED AREA AS SHOWN ON SAID PLAT, SAD POINT BEING ON THE WEST LINE OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 41 EAST AND LYING 911.20 FEET NORTH OF THE WEST ONE-QUARTER (W. 1/4) CORNER OF SAID SECTION 12; THENCE NORTH $87^{\circ} 52^{\prime} 27^{\prime \prime}$ EAST, ALONG THE SOUTHERLY LINE OF SAID RESERVED AREA, A DISTANCE OF 139.62 FEET; THENCE NORTH $11^{\circ} 53^{\prime} 38^{\prime \prime}$ EAST, A DISTANCE OF 128.78 FEET; THENCE NORTH $05^{\circ} 58^{\prime} 14^{\prime \prime}$ EAST, A DISTANCE OF 174.10 FEET; THENCE NORTH $02^{\circ} 54^{\prime} 52^{\prime \prime}$ WEST, A DISTANCE OF 37.37 FEET; THENCE NORTH $02^{\circ} 20^{\prime} 53^{\prime \prime}$ EAST, A DISTANCE OF 47.13 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 237.00 FEET, A CENTRAL ANGLE OF $04^{\circ} 26^{\prime} 11^{\prime \prime}$ FOR A DISTANCE OF 18.35 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE CONTINUE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 237.00 FEET, A CENTRAL ANGLE OF $20^{\circ} 00^{\prime} 10^{\prime \prime}$ FOR A DISTANCE OF 82.74 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF $33^{\circ} 12^{\prime} 20^{\prime \prime}$ FOR A DISTANCE OF 168.07 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADUS OF 687.00 FEET, A CENTRAL ANGLE OF $13^{\circ} 14^{\prime} 25^{\prime \prime}$ FOR A DISTANCE OF 158.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH $02^{\circ} 07^{\prime} 33^{\prime \prime}$ WEST, A DISTANCE OF 216.13 FEET; THENCE NORTH $02^{\circ} 11^{\prime} 44^{\prime \prime}$ EAST, A DISTANCE OF 108.96 FEET; THENCE NORTH $49^{\circ} 31^{\prime} 25^{\prime \prime}$ EAST, A DISTANCE OF 133.29 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE SOUTH LINE OF A PROPOSED AREA FOR PRODUCTION WELL \#30.

## LESS AND EXCEPT:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN RESERVED AREAS, AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, AND THAT PORTION LYING WITHIN THAT CERTAIN UTLITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 41645, PAGE 264 OF SAID PUBLIC RECORDS.

SAD LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.115 ACRES OR ( 5,001 SQUARE FEET) MORE OR LESS.

SEE SHEET 1 OF 6 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEET 3 OF 6 FOR CERTIFICATION.
SEE SHEETS 4, 5 AND 6 OF 6 FOR BOUNDARY INFORMATION SKETCH.

SHEET 2 OF 6 SHEETS
JOB NO. 09-0026
DATED: November 28, 2012

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


THOMAS C. SHAHAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA
this sketch \& description or the copies thereof are not valid without the signature and the ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 6 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEET 2 OF 6 FOR PROPERTY DESCRIPTION. SEE SHEETS 4, 5 AND 6 OF 6 FOR BOUNDARY INFORMATION SKETCH.

SHEET 3 OF 6 SHEETS
JOB NO. 09-0026
DATED: November 28, 2012


## CRAVEN•THOMPSON \& ASSOCIATES, INC. <br> ENGINEERS <br> PLANNERS

3563 N.W. $53 R D$ STREET, FORT LAUDERDALE. FLORIDA 33309 FAX: (954) 739-6409 IEL.: (954) 739-6400
FLORIDA LICENSED ENGNEERING SURVEYNG \& MAPPING BUSINESS No. 271
FZORIDA LICENSED LANDSCAPE ARCHITECTURE BUSNESS No. COOO114
MATERIAL SHOUN HEREON IS THE PROPERT OF CRAVEN. THOMPSON \& ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN MTOLE OR IN PART MTHOUT PERMISSION OF CRAVEN THOMPSON \& ASSOCAAES, INC. YRITING CRAVEN-HIOMPSON \& ASSOCIATES, INE. COPYTIGHT (C)2004



CRAVEN $\quad$ THOMPSON \& $\&$ PLANNERS ASSOCIATES, INC. 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING \& MAPPING BUSINESS No. 271 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. COOO114 MATERIAL SHOUN HEREON IS THE PROPERTY OF CRAVEN. THOMPSON \& ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN MHOLE OR IN PART WTHOUT PERMISSION OF CRAVEN-THOMPSON \& ASSOCIATES, ING. YRITING CRAVEN. THOMPSON \& ASSOCIATES, INC. COPYRIGHT (C)2OO4

FOR: THE CITY OF FORT LAUDERDALE


SCALE: $1^{\prime \prime}=800^{\prime}$ SURVEYOR'S NOTES:
1)THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS $-0^{\circ} 21^{\prime} 12^{\prime \prime}$.
2) THIS DOCUMENT CONSISTS OF 6 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON

ARE PER THE RECORD PLAT
UNLESS OTHERWSE NOTED.
4) THE SIDELINES OF THIS EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTINUOUS STRIP.
5) SEE SHEET 2 OF 6 FOR LEGAL DESCRIPTION.
6) SEE SHEETS 3, 4,5 \& 6 OF 6 FOR BOUNDARY INFORMATION SKETCH.

ABBREVIATION LEGEND

| B.C.R. BROWARD COUNTY <br> R RADIUS <br> $\Delta$ CENTRAL ANGLE <br> A ARC DISTANCE <br> $\&$ CENTERLINE <br> PW PRODUCTION WELL <br> O.R.B. OFFICIAL RECORDS <br> PG. PAGE | ECORDS <br> OOK |  |  |
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| JOB NO.: O9-0026 | DRAWN BY: T.S. | CHECKED BY: R.Y. | F.B.N/A | PG.N/A | DATED: $11-28-12$ |
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NOTE The undersigned and CRAVEN-THOMPSON \& ASSOCIATES, INC. moke no representotions or guarontees as to the informotion reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements ond other similar motters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and conflimed by others through approprlate title verification.
NOTE Lands shown hereon were not abstrocted for right-of-way and/or easements of record.
G: $\backslash 2009 \backslash 09-0026$ DIXIE WEL FIELD EASCMENTS \DWG\SD-40' WATER EASE PW 30 TO PW 3IREV.OHG

DESCRIPTYON: (40' WIDE RAW WATER LINE PW\#30 TO PW\#31)
A PORTION OF WEST TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP OF LAND 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF A RESERVED AREA AS SHOWN ON SAID PLAT, SAID POINT BEING ON THE NORTH LINE OF SAID WEST TRACT AND LYING 291.08 FEET EAST OF THE WEST LINE OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 41 EAST AS SHOWN ON SAID PLAT; THENCE NORTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ EAST, ALONG THE NORTH LINE OF SAID WEST TRACT, A DISTANCE OF 209.54 FEET; THENCE SOUTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ EAST, A DISTANCE OF 66.53 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE, SAID POINT BEING ON THE EAST LINE OF A PROPOSED AREA FOR PRODUCTION WELL \#30; THENCE NORTH $71^{\circ} 03^{\prime} 14^{\prime \prime}$ EAST, A DISTANCE OF 103.69 FEET; THENCE SOUTH $88^{\circ} 03^{\prime} 44^{\prime \prime}$ EAST, A DISTANCE OF 357.51 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF $20^{\circ} 05^{\prime} 48^{\prime \prime}$ FOR A DISTANCE OF 131.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1215.00 FEET, A CENTRAL ANGLE OF $13^{\circ} 00^{\prime} 28^{\prime \prime}$ FOR A DISTANCE OF 275.84 FEET; THENCE NORTH $89^{\circ} 58^{\prime} 20^{\prime \prime}$ EAST, ALONG A LINE NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 918.58 FEET; THENCE NORTH $48^{\circ} 01^{\prime} 56^{\prime \prime}$ EAST, A DISTANCE OF 177.76 FEET; THENCE SOUTH $89^{\circ} 18^{\prime} 53^{\prime \prime}$ EAST, A DISTANCE OF 45.21 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE WEST LINE OF A PROPOSED AREA FOR PRODUCTION WELL \#31.

## LESS AND EXCEPT:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN RESERVED AREAS, AND LYING WITHIN THAT CERTAIN 50 FOOT WIDE CITY OF FORT LAUDERDALE UTILITY EASEMENT, BOTH AS SHOWN ON SAD AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 1.113 ACRES OR ( 48,478 SQUARE FEET) MORE OR LESS.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


THOMAS C. SHAMAN
PROFESSIONAL SURVEYOR A AND MAPPER NO. 4387
STATE OF FLORIDA.
this sketch a description or the copies thereof are not valid without the signature and the ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 6 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND.
SEE SHEETS 3, 4, 5 AND 6 OF 6 FOR BOUNDARY INFORMATION SKETCH.
SHEET 2 OF 6 SHEETS
JOB NO. 09-0026
DATED: November 28, 2012





ENGINEERS

FOR: THE CITY OF FORT LAUDERDALE


SCALE: $1^{\prime \prime}=800^{\circ}$

## SURVEYOR'S NOTES:

1)THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF $1983 / 1990$ (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07. SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS $-0.21^{\prime} 12^{\prime \prime}$.
2) THIS DOCUMENT CONSISTS OF 4 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWSE NOTED.
4) THE SIDELINES OF THIS EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTINUOUS STRIP.
5) SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION.
6) SEE SHEETS $3 \& 4$ OF 4 FOR BOUNDARY INFORMATION SKETCH.

ABBREVIATION LEGEND

| B.C.R. BROWARD COUNTY <br> R RADIUS <br> $\Delta$ CENTRAL ANGLE <br> A ARC DISTANCE <br> $\&$ CENTERLINE <br> PW PRODUCTION WELL <br> O.R.B. OFFICIAL RECORDS <br> PG. PAGE | ECORDS <br> 00K |  |  |
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NOTE The undersigned and CRAVEN-THOMPSON \& ASSOCIATES, INC. make no representotions or guarontees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservotions, agreements and other similar motters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtoined and confirmed by athers through appropriate titie verlfication.
NOTE Lands shown herean were not abstracted for right-of-way and/or eagements of record.


| JOB NO.: 09-0026 | DRAWN BY: T.S. | CHECKED BY: R.Y. | F.B.N/A | PG. N/A | DATED: 11-28-12 |
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DESCRIPTION: (40' WIDE RAW WATER LINE PW\#31 TO PW\#32)
A PORTION OF WEST TRACT AND NORTH TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP OF LAND 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 20, COUNTRY CLUB ESTATES-UNIT 'D', ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 2 OF SAID PUBLIC RECORDS; THENCE SOUTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ EAST, ALONG THE WEST RIGHT-OF-WAY LINE S.W. $46^{\text {th }}$ AVENUE (FORMERLY MIDWAY ROAD), AS RECORDED IN OFFICIAL RECORDS BOOK 2815, PAGE 7, OF SAID PUBLIC RECORDS, A DISTANCE OF 200.00 FEET; THENCE SOUTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ WEST, A DISTANCE OF 40.13 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE, SAID POINT BEING ON THE SOUTH LINE OF A PROPOSED AREA FOR PRODUCTION WELL \#31; THENCE SOUTH $02^{\circ} 41^{\prime} 55^{\prime \prime}$ EAST, A DISTANCE OF 20.68 FEET; THENCE SOUTH $45^{\circ} 18^{\prime} 15^{\prime \prime}$ EAST, A DISTANCE OF 18.65 FEET; THENCE SOUTH $03^{\circ} 46^{\prime} 57^{\prime \prime}$ EAST, A DISTANCE OF 36.08 FEET; THENCE SOUTH $41^{\circ} 52^{\prime} 23^{\prime \prime}$ WEST, A DISTANCE OF 17.89 FEET; THENCE SOUTH $05^{\circ} 18^{\prime} 21^{\prime \prime}$ EAST, A DISTANCE OF 108.46 FEET; THENCE SOUTH $77^{\circ} 13^{\prime} 45^{\prime \prime}$ EAST, A DISTANCE OF 310.92 FEET; THENCE SOUTH $68^{\circ} 12^{\prime} 50^{\prime \prime}$ EAST, A DISTANCE OF 129.91 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE NORTHWEST LINE OF A RESERVED AREA AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB.

## LESS AND EXCEPT:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THAT CERTAIN 50 FOOT WIDE AND 80 FOOT WIDE CITY OF FORT LAUDERDALE UTILITY EASEMENT, BOTH AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.486 ACRES OR ( 21,162 SQUARE FEET) MORE OR LESS.

CERTIFICATE:
WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


THOMAS C. SHAHAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA
this sketch \& descriptron or the copies thereof are not valid without the signature and the ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 4 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEETS 3 AND 4 OF 4 FOR BOUNDARY INFORMATION SKETCH.

SHEET 2 OF 4 SHEETS
JOB NO. 09-0026
DATED: November 28, 2012


3563 N.W. $53 R D$ STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 IEL.: (954) 739-6400
FOORIDA LICENSED ENGNEERING, SURVEYING \& MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHIIECTURE BUSINESS NO. COOO114
MATERIAL SHOYN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON \& ASSOCIATES, INC. AND SHALI NOT BE REPRODUCED IN WHOLE OR IN PART WTHOUT MAIERIAL SHOYN HEREON IS THE PROPERTY OF CRAVEN. THOMPSON \& ASSOCAATES, INC. AND SHAL NOT BE REPRODUCED NN WHOLE
PERMISSION OF CRAVEN THOMPSON \& ASSOCIATES, INC. WRITING CRAYEN. THOMPSON \& ASSOCIATES, INC. COPYRIGHT C)2OO4

## FOR: THE CITY OF FORT LAUDERDALE

SCALE:1" $=800^{\circ}$

## SURVEYOR'S NOTES:

1)THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C- 31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS $-0.21^{\prime} 12^{\prime \prime}$.
2) THIS DOCUMENT CONSISTS OF 5 SHEETS AND EACH SHEET SHALI NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.
4) THE SIDELINES OF THIS EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTINUOUS STRIP.
5) SEE SHEET 2 OF 5 FOR LEGAL DESCRIPTION.
6) SEE SHEETS 3, 4 \& 5 OF 5 FOR BOUNDARY INFORMATION SKETCH.

## ABBREVIATION LEGEND

|  | B.C.R. |
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| BROWARD COUNTY RECORDS |  |
| $R$ | RADIUS |
| $\Delta$ | CENTRAL ANGLE |
| A | ARC DISTANCE |
| G | CENTERUNE |
| PW | PRODUCTION WELL |
| O.R.B. | OFFICIAL RECORDS BOOK |
| PG. | PAGE |


| UPDATES ond/or REVSIONS | DATE | BY | CK'D |
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| JOB NO.: 09-0026 | DRAWN BY: T.S. | CHEC |  |

[^1]| JOB NO.: 09-0026 | DRAWN BY: T.S. | CHECKED BY: R.Y. | F.B.N/A | PG. N/A | DATED: 11-27-12 |
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DESCRIPTION: (40' WIDE RAW WATER LINE TO PRODUCTION WELL \#33)
A PORTION OF SOUTH TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP OF LAND 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE MOST SOUTHERLY SOUTHEAST CORNER OF A RESERVED AREA AS SHOWN ON SAID PLAT, SAID POINT BEING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH $72^{\circ} 52^{\prime} 32^{\prime \prime}$ WEST FROM SAID POINT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF $08^{\circ} 30^{\prime} 01$ " FOR A DISTANCE OF 37.09 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $25^{\circ} 37$ ' $30^{\prime \prime}$ WEST, A DISTANCE OF 59.03 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 400.04 FEET, A CENTRAL ANGLE OF $29^{\circ} 46^{\prime} 55^{\prime \prime}$ FOR A DISTANCE OF 207.94 FEET; THENCE NORTH $73^{\circ} 57^{\prime} 14^{\prime \prime}$ WEST, A DISTANCE OF 8.36 FEET; THENCE NORTH $80^{\circ} 54^{\prime} 09^{\prime \prime}$ WEST, A DISTANCE OF 5.28 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE CONTINUE NORTH $80^{\circ} 54^{\prime} 09^{\prime \prime}$ WEST, A DISTANCE OF 44.81 FEET; THENCE NORTH $59^{\circ} 13^{\prime} 26^{\prime \prime}$ WEST, A DISTANCE OF 28.26 FEET; THENCE NORTH $29^{\circ} 42^{\prime} 01^{\prime \prime}$ WEST, A DISTANCE OF 327.98 FEET; THENCE NORTH $55^{\circ} 24^{\prime} 57^{\prime \prime}$ WEST, A DISTANCE OF 402.81 FEET; THENCE SOUTH $82^{\circ} 16^{\prime} 35^{\prime \prime}$ WEST, A DISTANCE OF 177.24 FEET; THENCE SOUTH $77^{\circ} 49^{\prime} 34^{\prime \prime}$ WEST, A DISTANCE OF 77.91 FEET; THENCE NORTH $76^{\circ} 12^{\prime} 40^{\prime \prime}$ WEST, A DISTANCE OF 335.35 FEET; THENCE NORTH $45^{\circ} 24^{\prime} 12^{\prime \prime}$ WEST, A DISTANCE OF 163.68 FEET; THENCE NORTH $42^{\circ} 19^{\prime} 14^{\prime \prime}$ WEST, A DISTANCE OF 118.29 FEET; THENCE NORTH $40^{\circ} 49^{\prime} 45^{\prime \prime}$ WEST, A DISTANCE OF 461.91 FEET; THENCE NORTH $69^{\circ} 53^{\prime} 36^{\prime \prime}$ WEST, A DISTANCE OF 63.73 FEET; THENCE NORTH $74^{\circ} 05^{\prime} 43^{\prime \prime}$ WEST, A DISTANCE OF 73.64 FEET; THENCE NORTH $62^{\circ} 48^{\prime} 45^{\prime \prime}$ WEST, A DISTANCE OF 83.30 FEET TO THE POINT OF TERMINUS.

## LESS AND EXCEPT:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN RESERVED AREAS, AND LYING WITHIN THAT CERTAIN CITY OF FORT LAUDERDALE UTILITY EASEMENT LYING ADJACENT TO COUNTRY CLUB CIRCLE, BOTH AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 1.543 ACRES OR ( 67,208 SQUARE FEET) MORE OR LESS.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, FLLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


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\pi-43 \text { min }
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THOMAS C. SHAHAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA
THIS SKETCH \& DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET I OF 5 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND.
SEE SHEETS 3, 4 AND 5 OF 5 FOR BOUNDARY INFORMATION SKETCH.
SHEET 2 OF 5 SHEETS
JOB NO. 09-0026
DATED: November 27, 2012



FOR: THE CITY OF FORT LAUDERDALE

SCALE: $1^{n}=800^{\prime}$
SURVEYOR'S NOTES:

1) THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS -0"21'12".
2) THIS DOCUMENT CONSISTS OF 4 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.
4) THE SIDELINES OF THIS EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTINUOUS STRIP.
5) SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION.
6) SEE SHEETS 3 \& 4 OF 4 FOR BOUNDARY INFORMATION SKETCH.

## ABBREVIATION LEGEND

| B.C.R. | BROWARD COUNTY RECORDS |
| :--- | :--- |
| R | RADIUS |
| $\Delta$ | CENTRAL ANGLE |
| A | ARC DISTANCE |
| $\&$ | CENTERLINE |
| PW | PRODUCTON WELL |
| O.R.B. | OFFICIAL RECORDS BOOK |
| PG. | PAGE |


| UPDATES ond/or REVISIONS | DATE | BY | CK’D |
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NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There hos been no fleld work, viewing of the subject property, or monuments set in connection with the preparation of the information shown herson.

## LOCATION SKETCH

 40' WDE RAW WATER LINE PW\#33 TO PW\#34

NOTE The undersigned and CRAVEN-THOMPSON \& ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, fights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtalned and confirmed by others through oppropriote title verification.
NOIE Lands shown hereon were not abstracted for right-of-way and/or easements of record.
G: \2009\09-0026 DIXOE WELI FELD EASEMENTS\OWG\SD-40' WAIER EASE PW 33 TO PW 34REV.DWG


DESCRIPTION: (40' WIDE RAW WATER LINE PW\#33 TO PW\#34)
A PORTION OF SOUTH TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP OF LAND 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE MOST EASTERLY SOUTHWEST CORNER OF A RESERVED AREA AS SHOWN ON SAID PLAT, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF COUNTRY CLUB CIRCLE AS SHOWN ON SAID PLAT; THENCE NORTH $51^{\circ} 06^{\prime} 20^{\prime \prime}$ EAST, ALONG THE SOUTHEASTERLY LINE OF SAID RESERVED AREA, A DISTANCE OF 155.42 FEET; THENCE NORTH $40^{\circ} 49^{\prime} 45^{\prime \prime}$ WEST, A DISTANCE OF 35.74 FEET; THENCE NORTH $69^{\circ} 53^{\prime} 36^{\prime \prime}$ WEST, A DISTANCE OF 63.73 FEET; THENCE NORTH $74^{\circ} 05^{\prime} 43^{\prime \prime}$ WEST, A DISTANCE OF 73.64 FEET; THENCE NORTH $62^{\circ} 48^{\prime} 45^{\prime \prime}$ WEST, A DISTANCE OF 96.74 FEET; THENCE NORTH $10^{\circ} 34^{\prime} 10^{\prime \prime}$ WEST, A DISTANCE OF 66.62 FEET; THENCE NORTH $27^{\circ} 41^{\prime 2} 21^{\prime \prime}$ WEST, A DISTANCE OF 104.39 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE, SAID POINT BEING ON THE NORTHWESTERLY LINE SAID RESERVED AREA; THENCE CONTINUE NORTH $27^{\circ} 41^{\prime} 21^{\prime \prime}$ WEST, A DISTANCE OF 494.91 FEET; THENCE NORTH $29^{\circ} 15^{\prime} 09^{\prime \prime}$ EAST, A DISTANCE OF 273.75 FEET; THENCE NORTH $13^{\circ} 40^{\prime} 43^{\prime \prime}$ WEST, A DISTANCE OF 32.32 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF A 35 FOOT WIDE CITY OF FORT LAUDERDALE UTILITY EASEMENT AS SHOWN ON SAID PLAT.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.736 ACRES OR ( 32,039 SQUARE FEET) MORE OR LESS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED $\mathbb{N}$ RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORZATION NO. LB271


NO 30202
THOMAS C. SHAMAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA

THIS SKETCH \& DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 4 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND.
SEE SHEETS 3 AND 4 OF 4 FOR BOUNDARY INFORMATION SKETCH.

SHEET 2 OF 4 SHEETS
JOB NO. 09-0026
DATED: November 27, 2012

 FLORIDA LICENSED ENGINEERING, SURVEYNG \& MAPPING BUSINESS No. 271 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSNESS No. COOO114
MATERIAL SHOUN HEREON IS THE PROPERTY OF CRAVEN. THOMPSON \& ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED EN HHOLE OR WN PART WTHOUT MATERIAL SHOUN HEREON IS THE PROPERTY OF CRAVEN. THOMPSON \& ASSOCIATES, INC. AND SHALI NOT BE REPRODUCED N WAOL
PERMISSON OF CRAVEN.THOMPSON \& ASSOGIATES, INC. WRITING CRAVEN.THOMPSON AS ASSOCIAIES, INC. COPYRIGHT (C) 2004

FOR: THE CITY OF FORT LAUDERDALE


SCALE: $1^{n=}=800^{\prime}$
SURVEYOR'S NOTES:
1)THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-bullt PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS $-0^{\circ} 21^{\prime \prime} 12^{\prime \prime}$.
2) THIS DOCUMENT CONSISTS OF 4 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWSE NOTED.
4) THE SIDELINES OF THIS

EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTINUOUS STRIP.
5) SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION.
6) SEE SHEETS 3 \& 4 OF 4 FOR BOUNDARY INFORMATION SKETCH.

## ABBREVIATION LEGEND

| B.C.R. | BROWARD COUNTY RECORDS |
| :--- | :--- |
| R | RADIUS |
| $\Delta$ | CENTRAL ANGLE |
| A | ARC DISTANCE |
| }{} | CENTERLINE |
| PW | PRODUCTION WELL |
| O.R.B. | OFFICIAL RECORDS BOOK |
| PG. | PAGE |



| UPDATES and/or REVISIONS | DATE | BY | CK'D |
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NOTE The undersigned ond CRAVEN-THOMPSON \& ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertoining to eosements, rights-of-woy, set bock lines, reservotlons, qgreements ond other similor matters, and further, this instrument is not intended to reflect or sat forth oll such matters. Such informotion should be obtoined and confirmed by others through appropriate titie verification.
NOTE Lands shown hereon were not abstracted for right-of-woy and/or eosements of record.


| JOB NO.: $09-0026$ | DRAWN BY: T.S. | CHECKED BY: R.Y. | F.B. N/A | PG. N/A | DATED: 11-29-12 |
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DESCRIPTION: (ACCESS WAY-GENERATOR BUILDING \& PW\#28)
A PORTION OF WEST TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF A RESERVED AREA AS SHOWN ON SAID PLAT, SAID POINT BEING ON THE WEST LINE OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 41 EAST, AND LYING 1311.20 FEET NORTH OF THE WEST ONE-QUARTER (W. 1/4) CORNER OF SAID SECTION 12; THENCE NORTH $87^{\circ} 52^{\prime} 27^{\prime \prime}$ EAST, ALONG THE NORTH LINE OF SAID RESERVED AREA, A DISTANCE OF 30.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH $02^{\circ} 07^{\prime} 26^{\prime \prime}$ WEST, A DISTANCE OF 117.51 FEET; THENCE NORTH $01^{\circ} 47^{\prime} 46^{\prime \prime}$ WEST, A DISTANCE OF 339.83 FEET; THENCE NORTH $01^{\circ} 41^{\prime} 47^{\prime \prime}$ WEST, A DISTANCE OF 110.15 FEET; THENCE NORTH $00^{\circ} 58^{\prime} 54^{\prime \prime}$ WEST, A DISTANCE OF 52.53 FEET; THENCE NORTH $87^{\circ} 52^{\prime} 27^{\prime \prime}$ EAST, ALONG THE SOUTH LINE OF A RESERVED AREA AS SHOWN ON SAID PLAT, A DISTANCE OF 20.00 FEET; THENCE SOUTH $00^{\circ} 58^{\prime} 54^{\prime \prime}$ EAST, A DISTANCE OF 52.81 FEET; THENCE SOUTH $01^{\circ} 41^{\prime} 47^{\prime \prime}$ EAST, A DISTANCE OF 110.01 FEET; THENCE SOUTH $01^{\circ} 47^{\prime} 46^{\prime \prime}$ EAST, A DISTANCE OF 23.75 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 44.25 FEET, A CENTRAL ANGLE OF $90^{\circ} 00^{\prime} 00^{\prime \prime}$ FOR A DISTANCE OF 69.5I FEET;. THENCE SOUTH $01^{\circ} 47^{\prime} 46^{\prime \prime}$ EAST, A DISTANCE OF 16.50 FEET; THENCE SOUTH $88^{\circ} 12^{\prime} 14^{\prime \prime}$ WEST, A DISTANCE OF 1.00 FOOT TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 43.25 FEET, A CENTRAL ANGLE OF $90^{\circ} 00^{\prime} 00^{\prime \prime}$ FOR A DISTANCE OF 67.94 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $01^{\circ} 47^{\prime} 46^{\prime \prime}$ EAST, A DISTANCE OF 212.01 FEET; THENCE SOUTH $02^{\circ} 07^{\prime} 26^{\prime \prime}$ EAST, A DISTANCE OF 117.45 FEET TO A POINT ON THE NORTH LINE OF SADD RESERVED AREA; THENCE SOUTH $87^{\circ} 52^{\prime} 27^{\prime \prime}$ WEST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.320 ACRES OR (13,952 SQUARE FEET) MORE OR LESS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


THOMAS C. SHAHAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA.

THIS SKETCH \& DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 4 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEETS 3 AND 4 OF 4 FOR BOUNDARY INFORMATION SKETCH.

SHEET 2 OF46 SHEETS
JOB NO. 09-0026
DATED: November 29, 2012


## CRAVEN•THOMPSON \& ASSOCIATES, INC. <br> ENGINEERS PLANNERS - SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400 FLORIDA LICENSED ENGINEERING. SURVEYNG \& MAPPING BUSINESS No. 271 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. COOO114
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN.THOMPSON \& ASSOCIATES, INC. AND SHALL NOT 日E REPRODUCED IN WHOIE OR IN PART WTHOUT MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN. THONPSON \& ASSOCIATES, NNC. AND SHALL NOT BE REPRODUCED IN WHOL
PERMISSON OF CRAVEN-THOMPSON \& ASSOCIATES, INC. WRITNG CRAVEN.THOMPSON \& ASSOCIATES, INC. COPYRIGHT CGROO4

FOR: THE CITY OF FORT LAUDERDALE


SEE SHEET 1 OF 4 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVATION LEGEND.
SEE SHEET 2 OF 6 FOR LEGAL DESCRIPTION.
SEE SHEET 3 OF 4 FOR REMAINDER OF BOUNDARY INFORMATION.

## NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon. <br> SKETCH TO ACCOMPANY DESCRIPTION ACCESS WAY-GENERATOR BUILDING \& PW\#28

 Th Lavderdale welu Site AND MANTENANCE AREA Plat Book 42, Page 46, B.C.R.UGHT CO. RIGHT OF WAY EASEMENT PER CITY OF FORT LAUDERDALE ENGINEERING DEPARTMENT MAP OF SECTION 12-50-41 AND DIXIE WELI FIEL NORTH SECTION (FILE DRAWER NO. 4-3-16)

LIMITED ACCESS RIGHT-OF-WAY PARCEL NO. 104 Official Records Book 38963, Page 1370, B.C.R.
FLORIDA'S TURNPIKE
PORTION OF SECTION 11-50-41

SHEET 4 OF 4 SHEETS

| UPDATES and/or REVISIONS | DATE | BY | CK'D |
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| NOTE The undersigned and CRAVEN-THOMPSON \& ASSOCIATES, INC. make no representations or guarantees os to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such motters. Such information should be obtained and confirmed by others through appropriate title verlfication. |  |  |  |
| :---: | :---: | :---: | :---: |
| NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record. |  |  |  |
| 6: \2009\09-0026 OIXIE WELI FELD EASEMENTS SOHG\SD-ACCESS EASE GEN BLDG \& PW 28REV.DHG $^{\text {S }}$ |  |  |  |
| ECKED BY: R.Y. | F.B. N/A | A | DATED: 11-29-12 |

## CRAVEN•THOMPSON \& ASSOCIATES, INC. <br> ENGINEERS

FOR: THE CITY OF FORT LAUDERDALE


SCALE: $1^{\prime \prime}=800^{\prime}$
SURVEYOR'S NOTES:
1)THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF $1983 / 1990$ (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PAGE 46, GROWARD COUNTY RECORDS IS $-0^{\circ} 21^{\prime} 12^{\prime \prime}$.
2) THIS DOCUMENT CONSISTS OF 6 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.
4) THE SIDELINES OF THIS EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTINUOUS STRIP.
5) SEE SHEETS 2 AND 3 OF 6 FOR LEGAL DESCRIPTION.
6) SEE SHEETS 4, 5 \& 6 OF 6 FOR BOUNDARY INFORMATION SKETCH.

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| ABBREVIATION LEGEND |  |
| B.C.R. | BROWARD COUNTY RECORDS |
| (C) | CALCULATED DIMENSION |
| (P) | PLAT DIMENSION |
| R | RADIUS |
| $\Delta$ | CENTRAL ANGLE |
| A | ARC DISTANCE |
| f | CENTERLINE |
| PW | PRODUCTON WELL |
| O.R.B. | OFFICIAL RECORDS BOOK |
| RG | PAGF |


| PG PAGF |  |  |  |
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| JOB NO.: $09-0026$ | DRAWN BY: T.S. | CHECKED BY: R.Y. | F.B.N/A | PG.N/A |
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DESCRIPTION: (ACCESS WAY-PRODUCTION WELL \#34 TO \#29)
A PORTION OF WEST TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP OF LAND 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, LAUDERDALE GOLF ESTATES $2^{\text {ND }}$ ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 38, PAGE 36 OF SAID PUBLIC RECORDS; THENCE SOUTH $89^{\circ} 00^{\prime} 38^{\prime \prime}$ WEST, ALONG A NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 180.88 FEET; THENCE NORTH $57^{\circ} 54^{\prime} 33^{\prime \prime}$ WEST, A DISTANCE OF 133.44 FEET; THENCE NORTH $32^{\circ} 05^{\prime} 27^{\prime \prime}$ EAST, A DISTANCE OF 106.46 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE, THE LAST TWO (2) DESCRIBED COURSES AND DISTANCES BEING ALONG THE SOUTHERLY AND WESTERLY LINES OF A RESERVED AREA AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB; THENCE NORTH $77^{\circ} 11^{\prime} 36^{\prime \prime}$ WEST, A DISTANCE OF 39.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAD CURVE, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF $34^{\circ} 01^{\prime \prime} 48^{\prime \prime}$ FOR A DISTANCE OF 71.27 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 733.00 FEET, A CENTRAL ANGLE OF $13^{\circ} 13^{\prime} 40^{\prime \prime}$ FOR A DISTANCE OF 169.23 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 245.00 FEET, A CENTRAL ANGLE OF $29^{\circ} 57^{\prime} 33^{\prime \prime}$ FOR A DISTANCE OF 128.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAD CURVE, HAVING A RADIUS OF 880.00 FEET, A CENTRAL ANGLE OF $6^{\circ} 28^{\prime} 06^{\prime \prime}$ FOR A DISTANCE OF 99.35 FEET TO THE POINT OF TANGENCY; THENCE NORTH $06^{\circ} 26^{\prime} 41^{\prime \prime}$ WEST, A DISTANCE OF 28.18 FEET; THENCE NORTH $04^{\circ} 43^{\prime} 44^{\prime \prime}$ WEST, A DISTANCE OF 76.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1115.00 FEET, A CENTRAL ANGLE OF $8^{\circ} 20^{\prime} 45^{\prime \prime}$ FOR A DISTANCE OF 162.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF $8^{\circ} 41^{\prime} 03^{\prime \prime}$ FOR A DISTANCE OF 90.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF $7^{\circ} 41^{\prime} 54^{\prime \prime}$ FOR A DISTANCE OF 100.77 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF $41^{\circ} 00^{\prime} 05^{\prime \prime}$ FOR A DISTANCE OF 100.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH $43^{\circ} 37^{\prime} 57^{\prime \prime}$ EAST, A DISTANCE OF 134.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF $25^{\circ} 37^{\prime} 06^{\prime \prime}$ FOR A DISTANCE OF 67.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH $69^{\circ} 15^{\prime} 03^{\prime \prime}$ EAST, A DISTANCE OF 62.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 165.00 FEET , A CENTRAL ANGLE OF $24^{\circ} 32^{\prime} 27^{\prime \prime}$ FOR A DISTANCE OF 70.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF $21^{\circ} 43^{\prime} 14^{\prime \prime}$ FOR A DISTANCE OF 66.34 FEET TO THE POINT OF TANGENCY; THENCE NORTH $66^{\circ} 25^{\prime} 50^{\prime \prime}$ EAST, A DISTANCE OF 47.38 FEET TO THE POINT OF TERMINUS.

SHEET 2 OF 6 SHEETS
JOB NO. 09-0026
DATED: November 30, 2012

## LESS AND EXCEPT:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN A RESERVED AREA, AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB AND LYING WITHIN THAT CERTAIN CITY OF FORT LAUDERDALE PERMANENT UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 41760, PAGE 397 OF SAID PUBLIC RECORDS.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.495 ACRES OR ( 21,582 SQUARE FEET) MORE OR LESS.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCLATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


THOMAS C. SHAHAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA

THIS SKETCH \& DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 6 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEETS 4, 5 AND 6 OF 6 FOR BOUNDARY INFORMATION SKETCH.

SHEET 3 OF 6 SHEETS
JOB NO. 09-0026
DATED: November 30, 2012




CRAVEN • THOMPSON \& ASSOCIATES, INC. ENGINEERS


DESCRIPTION: (RAW WATER PRODUCTION WELL \#30)
A PORTION OF WEST TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID WEST TRACT, SAID POINT BEING ON THE WEST LINE OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 41 EAST AS SHOWN ON SAID PLAT; THENCE NORTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ EAST, ALONG THE NORTH LINE OF SAID WEST TRACT, SAID LINE BEING COINCIDENT WITH THE NORTH LINE OF A RESERVED AREA AS SHOWN ON SAID PLAT, A DISTANCE OF 300.62 FEET; THENCE SOUTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ EAST, ALONG THE SOUTH LINE OF A 50 FOOT WIDE UTILITY EASEMENT AS SHOWN ON SAID PLAT, A DISTANCE OF 200.00 FEET; THENCE SOUTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.689 ACRES OR ( 30,000 SQUARE FEET) MORE OR LESS.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271
THOMAS C. SHALIAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA
this sketch \& description or the copies thereof are not valid without the signature and the ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 3 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEET 3 OF 3 FOR BOUNDARY INFORMATION SKETCH.

SHEET 2 OF 3 SHEETS
JOB NO. 09-0026
DATED: November 27, 2012

## FOR: THE CITY OF FORT LAUDERDALE

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a grophic depiction of the description shown hereon. There has been no field work, vewing of
the subject property, or monuments set in connection with the preparation of the information shown hereon.


## SKETCH TO ACCOMPANY DESCRIPTION RAW WATER PRODUCTION WELL \#30

SHEET 3 OF 3 SHEETS DESCRTPTION.

| UPDATES and/or REVISIONS | DATE | BY | CK'D |
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| JOB NO.: 09-0026 | DRAWN BY: T.S. | CHECKED BY: R.Y. | F.B.N/A PG.N/A | DATED: 11-27-12 |
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Exhibit \#1
CAM 13-0745

# PREPARED BY AND RETURN TO: 

City Attorney's Office
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33302
Folio No. $\qquad$

## GOLF COURSE EASEMENT

THIS GOLF COURSE EASEMENT ("Agreement"), made this $\qquad$ day of , 2013, by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation existing under the laws of the State of Florida, whose Post Office address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 hereinafter "GRANTOR" ", or "CITY".
and
FORT LAUDERDALE COUNTRY CLUB, INC., a Florida not-for-profit corporation, whose address is 415 E. Country Club Circle, Plantation, Florida 33317 hereinafter "GRANTEE".

## WITNESSETH:

A. Grantor is the fee title owner of those certain parcels of land located in Broward County, Florida, more particularly described in Exhibit "A" attached hereto (the "Easement Areas").
B. Grantor has agreed to grant to Grantee, pursuant to the terms and conditions hereinafter set forth, non-exclusive easements for ingress, egress, maintenance and other matters for the purpose of operating a golf course, as provided below.

NOW, THEREFORE, for Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agrees as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as if repeated at length.
2. Grant of Easement. Grantor hereby grants to the Grantee and its agents, employees, licensees and invitees, a non-exclusive easement (the "Easement") upon the Easement Areas for ingress, egress and for maintenance, repair, installation and other activities arising out of, relating to, or involving the operation of a golf course, subject to the following terms and conditions:
(a) Maintenance and Repair. Grantee shall be responsible for the repair and maintenance of the Easement Areas as described herein, but not for repair or maintenance necessitated solely by the acts or omissions of Grantor, its agents or employees. Grantee shall maintain the Easement Areas and shall use due care to maintain and repair the golf course area in a safe condition. Grantee shall not be responsible for the maintenance and repair of Grantor owned and operated facilities or equipment in the Easement Areas, unless damage to said facilities or equipment is necessitated by acts or omissions of the Grantee, its agents or employees.
(b) Insurance. Grantee shall maintain, at Grantee's sole expense: comprehensive general liability with combined single limits of not less than Two Million Dollars ( $\$ 2,000,000.00$ ), on which policy(ies) City shall be an additional insured and be entitled to thirty (30) days' written notice of any cancellation or modification of said policy(ies). A certificate or duplicate policy(ies) showing such policy(ies) in force shall be delivered to City and updated or renewed certificates or policies shall be delivered to City throughout the term of this Easement. City shall have the right to review the amount of comprehensive general liability insurance provided by Grantee at ten (10) year intervals following the date of this Easement. If at the time of such review, the City requires lessees of City-owned property to provide insurance coverage in an amount in excess of Two Million Dollars $(\$ 2,000,000.00)$ minimum combined single limits, then the amount of insurance required herein of Grantee may be increased to the amount generally required to be provided by lessees of City property and Grantee agrees to provide same in accordance with the provisions of this Easement. Failure by the Grantee to maintain such insurance after written demand therefor, and the expiration of one hundred twenty (120) days' notice, shall constitute a default by the Grantee.
(c) Indemnification. Grantee hereby agrees to indemnify, defend and hold harmless City from and against any and all liabilities, damages, claims, costs or expenses whatsoever (including all reasonable attorneys' fees and costs) arising from, or connected to Grantee's use of the Easement Areas.
(d) Reservation. Grantor hereby reserves all rights of ownership in and to the Easement Areas, including, without limitation, the right to grant further easements on, under, over and/or across the Easement Areas (i.e., utility and/or access easements) and the right to use the Easement Areas for all uses, including operation of the City's well field. Grantee's Easement pursuant to this Agreement shall not be inconsistent with or unreasonably interfere with Grantor's use of the Easement Areas.
(e) Default. If any party fails to comply with any provision of this Agreement, such party shall be deemed to be a "Defaulting Party." In such event, any other party (who shall be deemed to be a "Non-Defaulting Party") may, upon thirty (30) days prior written notice to the Defaulting Party (or, in the event of emergency, such lesser notice as is reasonable under the circumstances), proceed to cure the default (and shall have a license to do so) by the payment of money or performance of some other action for the account of the Defaulting Party. Within thirty (30) days of written demand (including providing copies of invoices reflecting costs), the Defaulting Party shall reimburse the Non-Defaulting Party for any sum reasonably expended by the Non-Defaulting Party to cure the default, together with interest thereon at the Default Rate. The Default Rate shall be the "Prime Rate" from time to time publicly announced by the Wall Street Journal. After the delivery of written notice in accordance with the provisions of this Section, failure by Grantee to comply with any of the terms or conditions of this Agreement, shall be sufficient grounds for Grantor to terminate this Agreement; provided, however, the foregoing right to terminate shall not be exercised by Grantor if, within the thirty (30) day notice period: (i) Grantee cures the default; or (ii) if the default is curable by other than payment of money, but cannot reasonably be cured within such time period, Grantee begins to cure such default within such time period and diligently pursues such action to completion.
3. By acceptance of this Easement, Grantee agrees to comply with the terms and conditions stated herein.
4. Notices. All notices, demands, statements, and requests ("Notice") required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been properly given or served as of the date the same are: (i) deposited in the United States mail, prepaid, by registered or certified mail, return receipt requested, addressed to the address set forth above; or (ii) one (1) business day following the delivery, to a private express package courier, prepaid, addressed to the address set forth above. The refusal of a party to accept certified or registered mail or of a private courier package delivery service shall be deemed delivery on the date of such refusal. A party may change its address for Notice by Notice to the other given in accordance with the provisions of this paragraph.
5. Duration. It is the intent of the parties that the easements granted herein shall be perpetual, run with the Easement Areas, and shall inure to the benefit of Grantee, its successors and assigns subject to termination by Grantor as provided in Section 2 (e) above.
6. Entire Agreement. This Agreement contains the entire agreement of the parties pertaining to the subject matter hereof and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or in writing.
7. Governing Law; Venue. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be in the state courts of Broward County.
8. Construction. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be deemed to include the plural, the plural shall be deemed to include the singular and the use of any gender shall include every other gender and all captions and paragraph headings shall be discarded.
9. Attorneys' Fees: In the event a party brings suit to enforce any provision of this Agreement against the other party, the prevailing party shall be entitled to recover its costs and expenses (including, without limitation, reasonable attorneys' fees at trial and appellate levels).
[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

CITY OF FORT LAUDERDALE, a municipal corporation


The foregoing instrument was acknowledged before me this day of , 2013 by JOHN P. "JACK" SEILER, Mayor of CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He/she/they is/are ( ) personally known to me or ( ) has/have produced $\qquad$ as identification.

Notary Public, State of Florida Print Name:

Commission No.:
My Commission Expires:


The foregoing instrument was acknowledged before me this ___ day of 2013 by LEE FELDMAN, City Manager of CITY OF FORT LAUDERDALE, a municipal corporation of Florida. He/she/they is/are ( ) personally known to me or ( ) has/have produced as identification.


Notary Public, State of Florida Print Name:

Commission No.:
My Commission Expires:

FORT LAUDERDALE COUNTRY CLUB, INC., a Florida not-for-profit corporation

Witness
Print Name

Witness

Print Name
By:
Name: Jean Smith
Title: President
Date: $\qquad$ day of $\qquad$ 2013

By:
Name: Joseph Angella
Title: Secretary
Date: $\qquad$ 2013

Witness

Print Name
Witness

## Print Name

## STATE OF FLORIDA

The foregoing instrument was acknowledged before me this $\qquad$ day of , 2013 by , as of Fort $\overline{\text { Lauderdale Country Club, Inc., a Florida not-for-profit corporation. He/she/they is/are }}$ ( ) personally known to me or ( ) has/have produced as identification.

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(NOTARY SEAL)
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Notary Public, State of Florida
Print Name:
Commission No.:
My Commission Expires:

## STATE OF FLORIDA

COUNTY OF BROWARD
The foregoing instrument was acknowledged before me this $\qquad$ day of _, 2013 by _, as of Fort Lauderdale Country Club, Inc., a Florida not-for-profit corporation. He/she/they is/are ( ) personally known to me or ( ) has/have produced as identification.

Notary Public, State of Florida Print Name:

Commission No.:
My Commission Expires: $\qquad$

## EXHIBIT A

## EASEMENT AREAS



A PORTION OF WEST TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 20, COUNTRY CLUB ESTATES-UNIT 'D', ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 2 OF SAID PUBLIC RECORDS; THENCE SOUTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF S.W. $46^{\text {Th }}$ AVENUE (FORMERLY MIDWAY ROAD) AS DESCRIBED IN OFFICIAL RECORDS BOOK 2815, PAGE 7 OF SAID PUBLIC RECORDS, A DISTANCE OF 200.00 FEET; THENCE SOUTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ WEST, A DISTANCE OF 150.00 FEET TO A POINT ON THE SOUTH LINE OF A 50 FOOT WIDE UTILITY EASEMENT AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB; THENCE NORTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 150.00 FEET; THENCE SOUTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ EAST, ALONG THE WEST LINE OF SAID 50 FOOT WIDE EASEMENT, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.517 ACRES OR (22,500 SQUARE FEET) MORE OR LESS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


THOMAS C. SFAHAN
PRCFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA
this sketch \& description or the copies thereof are not valid without the signature and the ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 3 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEET 3 OF 3 FOR BOUNDARY INFORMATION SKETCH.

SHEET 2 OF 3 SHEETS
JOB NO. 09-0026
DATED: November 27, 2012


# CRAVEN•THOMPSON \& ASSOCIATES, INC. <br> ENGINEERS <br> PLANNERS <br> SURVEYORS 

FOR: THE CITY OF FORT LAUDERDALE

SCALE: $1^{\prime \prime}=800^{\prime}$
SURVEYOR'S NOTES:

1) THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS $-0.21^{\prime} 12^{\prime \prime}$.
2) THIS DOCUMENT CONSISTS OF 4 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON are per the record plat UNLESS OTHERWSE NOTED.
4) THE SIDELINES OF THIS EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTNUOUS STRIP.
5) SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION.
6) SEE SHEETS 3 \& 4 OF 4 FOR BOUNDARY INFORMATION SKETCH.

ABBREVIATION LEGEND

| B.C.R. BROWARD COUNTY <br> R RADIUS <br> $\Delta$ CENTRAL ANGLE <br> A ARC DISTANCE <br> G CENTERLINE <br> PW PRODUCTION WELL <br> O.R.B. OFFICIAL RECORDS <br> PG. PAGE | ECORDS <br> OOK |  |  |
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| UPDATES and/or REVISIONS | DATE | BY | CK'D |
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| JOB NO.: $09-0026$ | DRAWN BY: T.S. | CHECKED BY: R.Y. | F.B.N/A | PG. N/A | DATED: 11-27-12 |
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DESCRIPTION: (40' WIDE RAW WATER LINE PW\#27 TO PW\#28)
A PORTION OF WEST TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP OF LAND 40.00 FEET IN WIDTH, LYNG 20.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST TRACT, SAID POINT BEING THE WEST ONE-QUARTER (W. 1/4) CORNER OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 41 EAST AS SHOWN ON SAID PLAT; THENCE NORTH $89^{\circ} 00^{\prime} 38^{\prime \prime}$ EAST, ALONG THE SOUTHERLY LINE OF SAID RESERVED AREA, A DISTANCE OF 272.01 FEET TO THE SOUTHEAST CORNER OF A RESERVED AREA AS SHOWN ON SAID PLAT; THENCE NORTH $00^{\circ} 59^{\prime} 22^{\prime \prime}$ WEST, ALONG THE EASTERLY LINE OF SAID RESERVED AREA, A DISTANCE OF 179.11 FEET; THENCE NORTH $42^{\circ} 02^{\prime} 38^{\prime \prime}$ WEST, A DISTANCE OF 231.68 FEET; THENCE NORTH $02^{\circ} 30^{\prime} 31^{\prime \prime}$ WEST, A DISTANCE OF 48.08 FEET TO THE POINT OF BEGINNING OF SAD CENTERLINE, SAID POINT BEING ON A NORTH LINE OF SAID RESERVED AREA; THENCE CONTINUE NORTH $02^{\circ} 30^{\prime} 31^{\prime \prime}$ WEST, A DISTANCE OF 259.89 FEET; THENCE NORTH $06^{\circ} 26^{\prime} 33^{\prime \prime}$ WEST, A DISTANCE OF 132.44 FEET; THENCE NORTH $08^{\circ} 57^{\prime} 00^{\prime \prime}$ EAST, A DISTANCE OF 96.87 FEET; THENCE NORTH $11^{\circ} 53^{\prime} 38^{\prime \prime}$ EAST, A DISTANCE OF 25.51 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON A SOUTH LINE OF A RESERVED AREA AS SHOWN ON SAID PLAT.

## LESS AND EXCEPT:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WHTHIN THAT CERTAIN 50' WIDE CITY OF FORT LAUDERDALE UTILITY EASEMENT AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.206 ACRES OR ( 8,961 SQUARE FEET) MORE OR LESS.

CERTIFICATE:
WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORDDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


THOMAS C. SHAHAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA
this sketch \& description or the copies thereof are not valid without the signature and the ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEVOR AND MAPPER.

SEE SHEET 1 OF 4 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND.
SEE SHEETS 3 AND 4 OF 4 FOR BOUNDARY INFORMATION SKETCH.
SHEET 2 OF 4 SHEETS
JOB NO. 09-0026
DATED: November 27, 2012



FOR: THE CITY OF FORT LAUDERDALE


SCALE: $1^{\prime \prime}=800^{\circ}$
SURVEYOR'S NOTES:

1) THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS $-0{ }^{\circ} 21^{\prime} 12^{\prime \prime}$.
2) THIS DOCUMENT CONSISTS OF 6 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.
4) THE SIDELINES OF THIS

EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTINUOUS STRIP.
5) SEE SHEET 2 OF 6 FOR LEGAL DESCRIPTION.
6) SEE SHEET 3 OF 6 FOR CERTIFICATION.
7) SEE SHEETS 4, 5 \& 6 OF 6 FOR BOUNDARY INFORMATION SKETCH. ABBREVIATION LEGEND

| 日.C.R. BROWARD COUNTY <br> $R$ RADIUS <br> $\Delta$ CENTRAL ANGLE <br> $A$ ARC DISTANCE <br> A CENTERLINE <br> \& PRODUCTINN WELL <br> O.R.B. OFFICIAL RECORDS <br> PG. PAGE | ECORD <br> OOK |  |  |
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| JOB NO.: $09-0026$ | DRAWN BY: T.S. | CHECKED BY: R.Y. | F.B.N/A | PG. N/A | DATED: 11-28-12 |
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DESCRIPTION: (40' WIDE RAW WATER LINE PW\#28 TO PW\#30)


#### Abstract

A PORTION OF WEST TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP OF LAND 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:


COMMENCING AT THE SOUTHWEST CORNER OF A RESERVED AREA AS SHOWN ON SAID PLAT, SAID POINT BEING ON THE WEST LINE OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 41 EAST AND LYING 911.20 FEET NORTH OF THE WEST ONE-QUARTER (W. 1/4) CORNER OF SAID SECTION 12; THENCE NORTH $87^{\circ} 52^{\prime} 27^{\prime \prime}$ EAST, ALONG THE SOUTHERLY LINE OF SAID RESERVED AREA, A DISTANCE OF 139.62 FEET; THENCE NORTH $11^{\circ} 53^{\prime} 38^{\prime \prime}$ EAST, A DISTANCE OF 128.78 FEET; THENCE NORTH $05^{\circ} 58^{\prime} 14^{\prime \prime}$ EAST, A DISTANCE OF 174.10 FEET; THENCE NORTH $02^{\circ} 54^{\prime} 52^{\prime \prime}$ WEST, A DISTANCE OF 37.37 FEET; THENCE NORTH $02^{\circ} 20^{\prime} 53^{\prime \prime}$ EAST, A DISTANCE OF 47.13 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 237.00 FEET, A CENTRAL ANGLE OF $04^{\circ} 26^{\prime} 11^{\prime \prime}$ FOR A DISTANCE OF 18.35 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE CONTINUE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 237.00 FEET, A CENTRAL ANGLE OF $20^{\circ} 00^{\prime} 10^{\prime \prime}$ FOR A DISTANCE OF 82.74 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 290.00 FEET, A CENTRAL ANGLE OF $33^{\circ} 12^{\prime} 20^{\prime \prime}$ FOR A DISTANCE OF 168.07 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 687.00 FEET, A CENTRAL ANGLE OF $13^{\circ} 14^{\prime} 25^{\prime \prime}$ FOR A DISTANCE OF 158.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH $02^{\circ} 07 \prime 33^{\prime \prime}$ WEST, A DISTANCE OF 216.13 FEET; THENCE NORTH $02^{\circ} 11^{\prime} 44^{\prime \prime}$ EAST, A DISTANCE OF 108.96 FEET; THENCE NORTH $49^{\circ} 31^{\prime} 25^{\prime \prime}$ EAST, A DISTANCE OF 133.29 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE SOUTH LINE OF A PROPOSED AREA FOR PRODUCTION WELL \#30.

## LESS AND EXCEPT:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN RESERVED AREAS, AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, AND THAT PORTION LYING WITHIN THAT CERTAIN UTLLITY EASEMENT RECORDED IN OFFICLAL RECORDS BOOK 41645, PAGE 264 OF SAID PUBLIC RECORDS.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.115 ACRES OR ( 5,001 SQUARE FEET) MORE OR LESS,

SEE SHEET 1 OF 6 FOR LOCATION SKETCH, SURYEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEET 3 OF 6 FOR CERTIFICATION.
SEE SHEETS 4, 5 AND 6 OF 6 FOR BOUNDARY NFORMATION SKETCH.

SHEET 2 OF 6 SHEETS
JOB NO. 09-0026
DATED: November 28, 2012

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


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THOMAS C. SHAMAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA
this sketch \& description or the copies thereof are not valid without the signature and the ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET I OF 6 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEET 2 OF 6 FOR PROPERTY DESCRIPTION.
SEE SHEETS 4, 5 AND 6 OF 6 FOR BOUNDARY INFORMATION SKETCH.




3563 N.W. $53 R D$ STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400 FLORIDA LICENSED ENGINEERING SURVEMNG \& MAPPING BUSINESS NO. 271

FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. COOO114 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN. THOMPSON \& ASSOCIATES, INC. AND SHALI NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT
PERMSSION OF CRAVEN.THOMPSON \& ASSOCIATES, INC. HRIING CRAVEN-THOMPSON \& ASSOCIATES, INC. COPYIGHT CC ROO4

FOR: THE CITY OF FORT LAUDERDALE


SCALE: $1^{\prime \prime}=800^{\circ}$
SURVEYOR'S NOTES:

1) THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PACE 46, BROWARD COUNTY RECORDS IS $-0^{\circ} 21^{\prime} 12^{\prime \prime}$.
2) THIS DOCUMENT CONSISTS OF 6 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VAUD AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON aRE PER THE RECORD PLAT
UNLESS OTHERWSE NOTED.
4) THE SIDELINES OF THIS EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTNUOUS STRIP.
5) SEE SHEET 2 OF 6.FOR LEGAL DESCRIPTION.
6) SEE SHEETS 3, 4, 5 \& 6 OF 6 FOR BOUNDARY INFORMATION SKETCH.
ABBREVIATION LEGEND

| B.C.R. BROWARD COUNTY <br> $R$ RADUS <br> $\Delta$ CENTRAL ANGLE <br> $A$ ARC DISTANCE <br> A CENTERLINE <br> PW PRODUCTIN WELL <br> O.R.B. OFFICIAL RECORDS <br> PG. PAGE | ECORDS <br> 00K |  |  |
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NOTE The undersigned and CRAVEN-THOMPSON \& ASSOCIATES, INC. moke no representotions or guorantees os to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such motters. Such informotion should be obtained and confirmed by others through appropriate title verification.
NOIE Londs shown herson were not abstracted for right-of-way and/or eosements of record.
G: \2009\09-0026 OIXIE WELL FELD EASEMENTS\OHG\SD-40' WAER EASE PW 30 TO PW 31REV.OWG

## DESCRIPTION: (40' WIDE RAW WATER LINE PW\#30 TO PW\#31)

A PORTION OF WEST TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP OF LAND 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF A RESERVED AREA AS SHOWN ON SAID PLAT, SAID POINT BEING ON THE NORTH LINE OF SAID WEST TRACT AND LYING 291.08 FEET EAST OF THE WEST LINE OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 41 EAST AS SHOWN ON SAID PLAT; THENCE NORTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ EAST, ALONG THE NORTH LINE OF SAID WEST TRACT, A DISTANCE OF 209.54 FEET; THENCE SOUTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ EAST, A DISTANCE OF 66.53 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE, SAID POINT BEING ON THE EAST LINE OF A PROPOSED AREA FOR PRODUCTION WELL \#30; THENCE NORTH $71^{\circ} 03^{\prime} 14^{\prime \prime}$ EAST, A DISTANCE OF 103.69 FEET; THENCE SOUTH $88^{\circ} 03^{\prime} 44^{\prime \prime}$ EAST, A DISTANCE OF 357.51 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 375.00 FEET, A CENTRAL ANGLE OF $20^{\circ} 05^{\prime} 48^{\prime \prime}$ FOR A DISTANCE OF 131.53 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAD CURVE HAVING A RADIUS OF 1215.00 FEET, A CENTRAL ANGLE OF $13^{\circ} 00^{\prime} 28^{\prime \prime}$ FOR A DISTANCE OF 275.84 FEET; THENCE NORTH $89^{\circ} 58^{\prime} 20^{\prime \prime}$ EAST, ALONG A LINE NOT TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 918.58 FEET; THENCE NORTH $48^{\circ} 01^{\prime} 56^{\prime \prime}$ EAST, A DISTANCE OF 177.76 FEET; THENCE SOUTH $89^{\circ} 18^{\prime} 53^{\prime \prime}$ EAST, A DISTANCE OF 45.21 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE WEST LINE OF A PROPOSED AREA FOR PRODUCTION WELL \#31.

## LESS AND EXCEPT:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN RESERVED AREAS, AND LYING WITHIN THAT CERTAIN 50 FOOT WIDE CITY OF FORT LAUDERDALE UTILITY EASEMENT, BOTH AS SHOWN ON SAD AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB.

SAD LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 1.113 ACRES OR (48,478 SQUARE FEET) MORE OR LESS.

CERTIFICATE:
WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


THOMAS C. SHAHAN
PROFESSIONAL SURVEYOR AAND MAPPER NO. 4387
STATE OF FLORIDA
this sketch a descrip fion or the copies thereof are not valid without the signature and the ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 6 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND.
SEE SHEETS 3, 4, 5 AND 6 OF 6 FOR BOUNDARY INFORMATION SKETCH.
SHEET 2 OF 6 SHEETS
JOB NO. 09-0026
DATED: November 28, 2012


SHEET 5 OF 6 SHEETS
SEE SHEET 1 OF 6 FOR LOCATION
SKETCH, SURVEYOR'S NOTES AND ABBREVATION LEGEND.
SEE SHEET 2 OF 6 FOR LEGAL
DESCRIPTION.
SEE SHEETS 3, $4 \& 6$ OF 6 FOR
REMAINDER OF BOUNDARY
INFORMATION.

| UPDATES and/or REVISIONS | DATE | BY | CK'D |
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NOTE The undersigned and CRAVEN-THOMPSON \& ASSOCIATES, INC. moke no
representations or guarontees os to the Information reflected hereon pertaining to
easements, rights-of-way, set bock lines, reservations, agreements ond other similar matters, and further, this instrument is not intended to reflect or set forth all such motters. Such Information should be obtained and confirmed by others through approprlate title verification.
NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.
G: $\backslash 2009 \backslash 09-0026$ DIXE WEL FELD EASEMENTS $\backslash O W G \backslash S D-40^{\prime}$ WATER EASE PW 30 T0 PW 3IREY.DHG

| JOB NO.: O9-0026 | DRAWN BY: T.S. | CHECKED BY: R.Y. | F.B.N/A | PG. N/A |
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## CRAVEN•THOMPSON \& ASSOCIATES, INC. PLANNERS - SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400
FIORIDA LICENSED ENGINEERING, SURVEVNG \& MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHIIECTURE BUSNESS NO. COOO114
MATERIAL SHOHN HEREON IS THE PROPERTY OF CRAVEN.THOMPSON \& ASSOCIATES, NC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WTHOUT PERMISSION OF CRAVEN-THOMPSON \& ASSOCIATES, INC. WRITING CRAVEN. THOMPSON \& ASSOCIATES. INC. COPYRIGHT (C) 2004

FOR: THE CITY OF FORT LAUDERDALE

## NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon. <br> LOCATION SKETCH 40' MDE RAW WATER LINE PW*31 TO PW*32

## SURVEYOR'S NOTES:

1) THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C-31 THRU C-51. THE angular deflection difference FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS $-0.21^{\prime} 12^{\prime \prime}$.
2) THIS DOCUMENT CONSISTS OF 4 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWSE NOTED.
4) THE SIDELINES OF THIS EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTINUOUS STRIP.
5) SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION.
6) SEE SHEETS 3 \& 4 OF 4 FOR BOUNDARY INFORMATION SKETCH.

## ABBREVIATION LEGEND

| B.C.R. BROWARD COUNTY <br> $R$ RADIUS <br> $\Delta$ CENTRAL. ANGLE <br> A ARC DISTANCE <br> $\Psi$ CENTERLINE <br> PW PRODUCTION WELL <br> O.R.B. OFFICIAL RECORDS <br> PG. PAGE | ECORD |  |  |
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PW PRODUCTION WELL


DESCRIPTION: (40' WIDE RAW WATER LINE PW\#31 TO PW\#32)
A PORTION OF WEST TRACT AND NORTH TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP OF LAND 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 20, COUNTRY CLUB ESTATES-UNIT 'D', ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 2 OF SAID PUBLIC RECORDS; THENCE SOUTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ EAST, ALONG THE WEST RIGHT-OF-WAY LINE S.W. $46^{\text {th }}$ AVENUE (FORMERLY MIDWAY ROAD), AS RECORDED IN OFFICIAL RECORDS BOOK 2815, PAGE 7, OF SAID PUBLIC RECORDS, A DISTANCE OF 200.00 FEET; THENCE SOUTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ WEST, A DISTANCE OF 40.13 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE, SAID POINT BEING ON THE SOUTH LINE OF A PROPOSED AREA FOR PRODUCTION WELL \#31; THENCE SOUTH $02^{\circ} 41^{\prime} 55^{\prime \prime}$ EAST, A DISTANCE OF 20.68 FEET; THENCE SOUTH $45^{\circ} 18^{\prime} 15^{\prime \prime}$ EAS'T, A DISTANCE OF 18.65 FEET; THENCE SOUTH $03^{\circ} 46^{\prime} 57^{\prime \prime}$ EAST, A DISTANCE OF 36.08 FEET; THENCE SOUTH $41^{\circ} 52^{\prime} 23^{\prime \prime}$ WEST, A DISTANCE OF 17.89 FEET; THENCE SOUTH $05^{\circ} 18^{\prime} 21^{\prime \prime}$ EAST, A DISTANCE OF 108.46 FEET; THENCE SOUTH $77^{\circ} 13^{\prime} 45^{\prime \prime}$ EAST, A DISTANCE OF 310.92 FEET; THENCE SOUTH $68^{\circ} 12^{\prime} 50^{\prime \prime}$ EAST, A DISTANCE OF 129.91 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE NORTHWEST LINE OF A RESERVED AREA AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB.

## LESS AND EXCEPT:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THAT CERTAIN 50 FOOT WIDE AND 80 FOOT WIDE CITY OF FORT LAUDERDALE UTILITY EASEMENT, BOTH AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.486 ACRES OR ( 21,162 SQUARE FEET) MORE OR LESS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


THIS SKETCH \& DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 4 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEETS 3 AND 4 OF 4 FOR BOUNDARY INFORMATION SKETCH.

SHEET 2 OF 4 SHEETS
JOB NO. 09-0026
DATED: November 28, 2012
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 7EL.: (954) 739-6400
FORIDA LICENSED ENGINEERING, SURIEVING \& MAPPING BUSINESS NO. 271
F OARIDA LICENSED LANDSCAPE ARCHIIECTURE BUSNESS No. COOOII4
MATERIAL SHOYN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON \& ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED $\mathbb{N}$ WHOIE OR IN PART WTHOUT PERMISSION OF CRAVEN THOMPSON \& ASSOCIATES, INC. WRITNG CRAVEN.THOMPSON \& ASSOCIATES, INC. COPYRIGHT (C) 2004



CRAVEN•THOMPSON \& ASSOCIATES, INC. ENGINEERS P PLANNERS SURVEYORS FLORIDA LICENSED ENGINEERING, SURVEMNG \& NAPPING BUSINESS NO. 271 FLORIDA LICENSED LANDSCAPE ARCHIIECTURE BUSINESS No. COOO114
MAIERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN. THOWPSON \& ASSOCIATES, WNC. AND SHALL NOT BE REPRODUCED IN WHOIE OR IN PART WTHOUT PERMISSION OF CRAVEN THOMPSON \& ASSOCIATES, WC. WRITNG CRAVEN. THOMPSON \& ASSOCIATES, INC. COPYRIGHT (C) 2004

FOR: THE CITY OF FORT LAUDERDALE


SCALE:1" $=800^{\prime}$
SURVEYOR'S NOTES:

1) THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/1990 (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS -0.21'12".
2) THIS DOCUMENT CONSISTS OF 5 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWSE NOTED.
4) THE SIDELINES OF THIS EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTINUOUS STRIP.
5) SEE SHEET 2 OF 5 FOR LEGAL DESCRIPTION.
6) SEE SHEETS 3, 4 \& 5 OF 5 FOR BOUNDARY INFORMATION SKETCH.

## ABBREVIATION LEGEND

| B.C.R. | BROWARD COUNTY RECORDS |
| :--- | :--- |
| $R$ | RADIUS |
| $\Delta$ | CENTRAL ANGLE |
| A | ARC DISTANCE |
| Q | CENTERLINE |
| PW | PRODUCTON WELL |
| O.R.B. | OFFICIAL RECORDS BOOK |
| PG. | PAGE |


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NOTE The undersigned and CRAVEN-THOMPSON \& ASSOCIATES, INC. Make no $\overline{\text { representations or guarantees os to the information reflected hereon pertoining to }}$ eosements, rights-of-way, set back lines, reservations, agreements and other similor matters, and further, this instrument is not intended to reflect or set forth all such motters. Such informotion should be obtained and confirmed by others through oppropriote title verification.
NOTE Lands shown hereon were not obstracted for right-of-way ond/or easements of record.
G: \2009\09-0026 DIXIE WELL FEED EASEMENTS\DWG\SD-40' WATER EASE TO PW J3REV.DWG

| $J O B ~ N O .: ~ 09-0026 ~$ | DRAWN BY: T.S. | CHECKED BY: R.Y. | F.B.N/A PG. N/A | DATED: 11-27-12 |
| :--- | :--- | :--- | :--- | :--- | :--- | of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preporotion of the information shown hereon.

## LOCATION SKETCH 40' WDE RAW WATER LINE TO PW $\# 33$



SHEET 1 OF 5 SHEETS

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a grophic depiction

DESCRIPTION: (40' WIDE RAW WATER LINE TO PRODUCTION WELL \#33)
A PORTION OF SOUTH TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP OF LAND 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE MOST SOUTHERLY SOUTHEAST CORNER OF A RESERVED AREA AS SHOWN ON SAID PLAT, SAID POINT BEING ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS NORTH $72^{\circ} 52^{\prime} 32^{\prime \prime}$ WEST FROM SAID POINT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 250.00 FEET. A CENTRAL ANGLE OF $08^{\circ} 30^{\circ} 01^{\prime \prime}$ FOR A DISTANCE OF 37.09 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $25^{\circ} 37^{\prime} 30^{\prime \prime}$ WEST, A DISTANCE OF 59.03 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 400.04 FEET, A CENTRAL ANGLE OF $29^{\circ} 46^{\prime} 55^{\prime \prime}$ FOR A DISTANCE OF 207.94 FEET; THENCE NORTH $73^{\circ} 577^{\prime \prime} 14^{\prime \prime}$ WEST, A DISTANCE OF 8.36 FEET; THENCE NORTH $80^{\circ} 54^{\prime} 09^{\prime \prime}$ WEST, A DISTANCE OF 5.28 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE CONTINUE NORTH $80^{\circ} 54^{\circ} 09^{\prime \prime}$ WEST, A DISTANCE OF 44.81 FEET; THENCE NORTH $59^{\circ} 13^{\prime} 26^{\prime \prime}$ WEST, A DISTANCE OF 28.26 FEET; THENCE NORTH $29^{\circ} 42^{\prime} 01^{\prime \prime}$ WEST, A DISTANCE OF 327.98 FEET; THENCE NORTH $55^{\circ} 24^{\prime} 57^{\prime \prime}$ WEST, A DISTANCE OF 402.81 FEET; THENCE SOUTH $82^{\circ} 16^{\prime} 35^{\prime \prime}$ WEST, A DISTANCE OF 177.24 FEET; THENCE SOUTH $77^{\circ} 49^{\prime} 34^{\prime \prime}$ WEST, A DISTANCE OF 77.91 FEET; THENCE NORTH $76^{\circ} 12^{\prime} 40^{\prime \prime}$ WEST, A DISTANCE OF 335.35 FEET; THENCE NORTH $45^{\circ} 24^{\prime} 12^{\prime \prime}$ WEST, A DISTANCE OF 163.68 FEET; THENCE NORTH $42^{\circ} 19^{\prime} 14^{\prime \prime}$ WEST, A DISTANCE OF 118.29 FEET; THENCE NORTH $40^{\circ} 49^{\prime} 45^{\prime \prime}$ WEST, A DISTANCE OF 461.91 FEET; THENCE NORTH $69^{\circ} 53^{\prime} 36^{\prime \prime}$ WEST, A DISTANCE OF 63.73 FEET; THENCE NORTH $74^{\circ} 05^{\circ} 43^{\prime \prime}$ WEST, A DISTANCE OF 73.64 FEET; THENCE NORTH $62^{\circ} 48^{\prime} 45^{\prime \prime}$ WEST, A DISTANCE OF 83.30 FEET TO THE POINT OF TERMINUS.

## LESS AND EXCEPT:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN RESERVED AREAS, AND LYING WITHIN THAT CERTAIN CITY OF FORT LAUDERDALE UTILITY EASEMENT LYING ADJACENT TO COUNTRY CLUB CIRCLE, BOTH AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 1.543 ACRES OR ( 67,208 SQUARE FEET) MORE OR LESS.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


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THOMAS. SHABAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA
This sketch \& description or the copies thereof are not valid without the signature and the ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 5 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND.
SEE SHEETS 3, 4 AND 5 OF 5 FOR BOUNDARY INFORMATION SKETCH.
SHEET 2 OF 5 SHEETS
JOB NO. 09-0026
DATED: November 27, 2012




## CRAVEN•THOMPSON \& ASSOCIATES, INC. ENGINEERS - PLANNERS - SURVEYORS

3563 N. W. $53 R D$ STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400 FLORIDA LICENSED ENGINEERING SURVEMNG \& MAPPING BUSINESS No. 271 FLORIDA LICENSED LANDSCAPE ARCHITEGTURE BUSINESS NO. COOO114
MATERIAL SHOUN HEREON IS THE PROPERTY OF CRAVEN. THOMPSON \& ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT


FOR: THE CITY OF FORT LAUDERDALE

SCALE: $1^{\prime \prime}=800^{\prime}$
SURVEYOR'S NOTES:

1) THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF $1983 / 1990$ (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED EY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS -0.21'12".
2) THIS DOCUMENT CONSISTS OF 4 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.
4) THE SIDELINES OF THIS EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTINUOUS STRIP.
5) SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION.
6) SEE SHEETS 3 \& 4 OF 4 FOR BOUNDARY INFORMATION SKETCH.

## ABBREVIATION LEGEND

| B.C.R. | BROWARD COUNTY RECORDS |
| :--- | :--- |
| $R$ | RADIUS |
| $\Delta$ | CENTRAL ANGLE |
| $A$ | ARC DISTANCE |
| A | CENTERLINE |
| PW | PRODUCTION WELL |
| O.R.B. | OFFICIAL RECORDS BOOK |
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| $J O B$ NO.: $09-0026$ | DRAWN BY: T.S. | CHECKED BY: R.Y. | F.B.N/A | PG. N/A | DATED: 11 -27-12 |
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DESCRIPTION: (40' WIDE RAW WATER LINE PW\#33 TO PW\#34)
A PORTION OF SOUTH TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP OF LAND 40.00 FEET IN WIDTH, LYING 20.00 FEET ON EACH SIDE OF AND PARALLEL WITH, WHEN MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE MOST EASTERLY SOUTHWEST CORNER OF A RESERVED AREA AS SHOWN ON SAID PLAT, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF COUNTRY CLUB CIRCLE AS SHOWN ON SAID PLAT; THENCE NORTH $51^{\circ} 06^{\prime} 20^{\prime \prime}$ EAST, ALONG THE SOUTHEASTERLY LINE OF SAID RESERVED AREA, A DISTANCE OF 155.42 FEET; THENCE NORTH $40^{\circ} 49^{\prime} 45^{\prime \prime}$ WEST, A DISTANCE OF 35.74 FEET; THENCE NORTH $69^{\circ} 53^{\prime} 36^{\prime \prime}$ WEST, A DISTANCE OF 63.73 FEET; THENCE NORTH $74^{\circ} 05^{\prime} 43^{\prime \prime}$ WEST, A DISTANCE OF 73.64 FEET; THENCE NORTH $62^{\circ} 48^{\prime} 45^{\prime \prime}$ WEST, A DISTANCE OF 96.74 FEET; THENCE NORTH $10^{\circ} 34^{\prime} 10^{\prime \prime}$ WEST, A DISTANCE OF 66.62 FEET; THENCE NORTH $27^{\circ} 41^{\prime} 21^{\prime \prime}$ WEST, A DISTANCE OF 104.39 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE, SAID POINT BEING ON THE NORTHWESTERLY LINE SAID RESERVED AREA; THENCE CONTINUE NORTH $27^{\circ} 41^{\prime 2} 21^{\prime \prime}$ WEST, A DISTANCE OF 494.91 FEET; THENCE NORTH $29^{\circ} 15^{\prime} 09^{\prime \prime}$ EAST, A DISTANCE OF 273.75 FEET; THENCE NORTH $13^{\circ} 40^{\prime} 43^{\prime \prime}$ WEST, A DISTANCE OF 32.32 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF A 35 FOOT WIDE CITY OF FORT LAUDERDALE UTILITY EASEMENT AS SHOWN ON SAID PLAT.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.736 ACRES OR ( 32,039 SQUARE FEET) MORE OR LESS.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB 271


NOT 30202
THOMAS C. SHAMAN
PROFESSIONAL SURVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA
this sketch \& description or the copies thereof are not valid without the signature and THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 4 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEETS 3 AND 4 OF 4 FOR BOUNDARY INFORMATION SKETCH.

SHEET 2 OF 4 SHEETS
JOB NO. 09-0026
DATED: November 27, 2012



FOR: THE CITY OF FORT LAUDERDALE


SCALE: $1^{n}=800^{\prime}$

## SURVEYOR'S NOTES:

1)THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF $1983 / 1990$ (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM BEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS $-0^{\circ} 21^{\prime} 12^{\prime \prime}$.
2) THIS DOCUMENT CONSISTS OF 4 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON are per the record plat UNLESS OTHERWISE NOTED.
4) THE SIDELINES OF THIS EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTINUOUS STRIP.
5) SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION.
6) SEE SHEETS 3 \& 4 OF 4 FOR BOUNDARY INFORMATION SKETCH.

ABBREVIATION LEGEND

| B.C.R. BROWARD COUNTY <br> R RADIUS <br> $\Delta$ CENTRAL ANGLE <br> A ARC DISTANCE <br> $\&$ CENTERLINE <br> PW PRODUCTION WELL <br> O.R.B. OFFICIAL RECORDS <br> PG. PAGE | ECORDS <br> OOK |  |  |
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NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no fleld work, viewing of the subject property, or monuments set in connection with the preporotion of the information shown hereon.

## LOCATION SKETCH ACCESS WAY-GENERATOR BUILDING \& PW\#28

DESCRIPTION: (ACCESS WAY-GENERATOR BULLDING \& PW\#28)
A PORTION OF WEST TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF A RESERVED AREA AS SHOWN ON SAID PLAT, SAID POINT BEING ON THE WEST LINE OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 41 EAST, AND LYING 1311.20 FEET NORTH OF THE WEST ONE-QUARTER (W. 1/4) CORNER OF SAID SECTION 12; THENCE NORTH $87^{\circ} 52^{\prime} 27^{\prime \prime}$ EAST, ALONG THE NORTH LINE OF SADD RESERVED AREA, A DISTANCE OF 30.19 FEET TO THE POINT OF BEGINNING; THENCE NORTH $02^{\circ} 07^{\prime} 26^{\prime \prime}$ WEST, A DISTANCE OF 117.51 FEET; THENCE NORTH $01^{\circ} 47^{\prime} 46^{\prime \prime}$ WEST, A DISTANCE OF 339.83 FEET; THENCE NORTH $01^{\circ} 41^{\prime} 47^{\prime \prime}$ WEST, A DISTANCE OF 110.15 FEET; THENCE NORTH $00^{\circ} 58^{\prime} 54^{\prime \prime}$ WEST, A DISTANCE OF 52.53 FEET; THENCE NORTH $87^{\circ} 52^{\prime} 27^{\prime \prime}$ EAST, ALONG THE SOUTH LINE OF A RESERVED AREA AS SHOWN ON SAID PLAT, A DISTANCE OF 20.00 FEET; THENCE SOUTH $00^{\circ} 58^{\prime} 54^{\prime \prime}$ EAST, A DISTANCE OF 52.81 FEET; THENCE SOUTH $01^{\circ} 41^{\prime} 47^{\prime \prime}$ EAST, A DISTANCE OF 110.01 FEET; THENCE SOUTH 01 $47 ’ 46^{\prime \prime}$ EAST, A DISTANCE OF 23.75 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 44.25 FEET, A CENTRAL ANGLE OF $90^{\circ} 00^{\circ} 00^{\prime \prime}$ FOR A DISTANCE OF 69.51 FEET;. THENCE SOUTH $01^{\circ} 47^{\prime} 46^{\prime \prime}$ EAST, A DISTANCE OF 16.50 FEET; THENCE SOUTH $88^{\circ} 12^{\prime} 14^{\prime \prime}$ WEST, A DISTANCE OF 1.00 FOOT TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 43.25 FEET, A CENTRAL ANGLE OF $90^{\circ} 00^{\prime} 00^{\prime \prime}$ FOR A DISTANCE OF 67.94 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $01^{\circ} 47^{\prime} 46^{\prime \prime}$ EAST, A DISTANCE OF 212.01 FEET; THENCE SOUTH $02^{\circ} 07^{\prime} 26^{\prime \prime}$ EAST, A DISTANCE OF 117.45 FEET TO A POINT ON THE NORTH LINE OF SAD RESERVED AREA; THENCE SOUTH $87^{\circ} 52^{\prime} 27^{\prime \prime}$ WEST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.320 ACRES OR (13,952 SQUARE FEET) MORE OR LESS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


THOMAS C. SHAHAN
PROFESSIONAL SURVEYOK AND MAPPER NO. 4387
STATE OF FLORIDA

THIS SKETCH \& DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 4 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEETS 3 AND 4 OF 4 FOR BOUNDARY INFORMATION SKETCH.

SHEET 2 OF46 SHEETS
JOB NO. 09-0026
DATED: November 29, 2012


## CRAVEN•THOMPSON \& ASSOCIATES, INC. <br> ENGINERS - PLANNERS - SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400 FIORIDA LUCENSED ENGINEERING, SURVEYING \& MAPPING BUSINESS No. 271

FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSNESS NO. COOO114
MATERIAL SHOUN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON \& ASSOCIAIES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WTHOUT PERMISSION OF CRAVEN-THOMPSON \& ASSOCIATES, INC. WRITNG CRAVEN.THOMPSON \& ASSOCIAIES, INC. COPYRIGHT (C)2OO4

FOR: THE CITY OF FORT LAUDERDALE


SCALE:1" $=800^{\prime}$
SURVEYOR'S NOTES:

1) THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF $1983 / 1990$ (NAD 83/90), STATE PLANE COORDINATE SYSTEM (FLORIDA EAST ZONE) AND BASED ON NATIONAL GEODETIC SURVEY MONUMENTS "N546" AND "ANNA" AS REFERENCED ON AS-BUILT PLANS PREPARED BY SCOTT A. GUZZI \& ASSOCIATES, INC. DATED 11-28-05, FILE NO. WS-04-07, SHEETS C-31 THRU C-51. THE ANGULAR DEFLECTION DIFFERENCE FROM EEARINGS SHOWN ON THE AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNIRY CLUB, PLAT BOOK 42, PAGE 46, BROWARD COUNTY RECORDS IS $-0{ }^{\prime \prime} 21^{\prime} 12^{\prime \prime}$.
2) THIS DOCUMENT CONSISTS OF 6 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.
3) ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT UNLESS OTHERWISE NOTED.
4) THE SIDELINES OF THIS EASEMENT ARE TO SHORTENED OR LENGTHENED SO AS TO CREATE A CONTINUOUS STRIP.
5) SEE SHEETS 2 AND 3 OF 6 FOR LEGAL DESCRIPTION.
6) SEE SHEETS 4,5 \& 6 OF 6 FOR BOUNDARY INFORMATION SKETCH.
ABBREVIATION LEGEND
B.C.R. BROWARD COUNTY RECORDS
(C) CALCULATED DIMENSION
(P) PLAT DIMENSION
$\begin{array}{ll}R & \text { RADIUS } \\ \Delta & \text { CENTRAL ANGLE }\end{array}$
A ARC DISTANCE \& CENTERLINE PW PRODUCTION WELL O.R.B. OFFICIAL RECORDS BOOK

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|  | JOB NO.: 09-0026 | DRAWN BY: T.S. | CHEC |

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no fledd work, viewing of the subject property, or monuments set in connection with the preparation of the informotion shown hereon.

## LOCATION SKETCH ACCESS WAY-PRODUCTION WELL \#34 TO \#29



DESCRIPTION: (ACCESS WAY-PRODUCTION WELL \#34 TO \#29)
A PORTION OF WEST TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING A STRIP OF LAND 20.00 FEET IN WIDTH, LYING 10.00 FEET ON EACH SIDE OF AND PARALLEL, WITH, WHEN MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 2, LAUDERDALE GOLF ESTATES $2^{\text {ND }}$ ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 38, PAGE 36 OF SAID PUBLIC RECORDS; THENCE SOUTH $89^{\circ} 00^{\prime} 38^{\prime \prime}$ WEST, ALONG A NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 180.88 FEET; THENCE NORTH $57^{\circ} 54^{\prime} 33^{\prime \prime}$ WEST, A DISTANCE OF 133.44 FEET; THENCE NORTH $32^{\circ} 05^{\prime} 27^{\prime \prime}$ EAST, A DISTANCE OF 106.46 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE, THE LAST TWO (2) DESCRIBED COURSES AND DISTANCES BEING ALONG THE SOUTHERLY AND WESTERLY LINES OF A RESERVED AREA AS SHOWN ON SAD AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB; THENCE NORTH $77^{\circ} 11^{\prime} 36^{\prime \prime}$ WEST, A DISTANCE OF 39.41 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 120.00 FEET, A CENTRAL ANGLE OF $34^{\circ} 01^{\prime} 48^{\prime \prime}$ FOR A DISTANCE OF 71.27 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 733.00 FEET, A CENTRAL ANGLE OF $13^{\circ} 13^{\prime} 40^{\prime \prime}$ FOR A DISTANCE OF 169.23 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 245.00 FEET, A CENTRAL ANGLE OF $29^{\circ} 57^{\prime} 33^{\prime \prime}$ FOR A DISTANCE OF 128.11 FEET TO THE PONNT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 880.00 FEET, A CENTRAL ANGLE OF $6^{\circ} 28^{\prime} 06^{\prime \prime}$ FOR A DISTANCE OF 99.35 FEET TO THE POINT OF TANGENCY; THENCE NORTH $06^{\circ} 26^{\prime} 41^{\prime \prime}$ WEST, A DISTANCE OF 28.18 FEET; THENCE NORTH $04^{\circ} 43^{\prime} 44^{\prime \prime}$ WEST, A DISTANCE OF 76.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1115.00 EEET, A CENTRAL ANGLE OF $8^{\circ} 20^{\prime} 45^{\prime \prime}$ FOR A DISTANCE OF 162.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 595.00 FEET, A CENTRAL ANGLE OF $8^{\circ} 41^{\prime} 03^{\prime \prime}$ FOR A DISTANCE OF 90.18 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF $7^{\circ} 41^{\prime} 54^{\prime \prime}$ FOR A DISTANCE OF 100.77 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF $41^{\circ} 00^{\prime} 05^{\prime \prime}$ FOR A DISTANCE OF 100.19 FEET TO THE POINT OF TANGENCY; THENCE NORTH $43^{\circ} 37^{\prime} 57^{\prime \prime}$ EAST, A DISTANCE OF 134.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF $25^{\circ} 37^{\prime} 06^{\prime \prime}$ FOR A DISTANCE OF 67.07 FEET TO THE POINT OF TANGENCY; THENCE NORTH $69^{\circ} 15^{\prime} 03^{\prime \prime}$ EAST, A DISTANCE OF 62.70 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 165.00 FEET, A CENTRAL ANGLE OF $24^{\circ} 32^{\prime} 27^{\prime \prime}$ FOR A DISTANCE OF 70.67 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF $21^{\circ} 43^{\prime} 14^{\prime \prime}$ FOR A DISTANCE OF 66.34 FEET TO THE POINT OF TANGENCY; THENCE NORTH $66^{\circ} 25^{\prime} 50^{\prime \prime}$ EAST, A DISTANCE OF 47.38 FEET TO THE POINT OF TERMINUS.

SHEET 2 OF 6 SHEETS
JOB NO. 09-0026
DATED: November 30, 2012

## LESS AND EXCEPT:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN A RESERVED AREA, AS SHOWN ON SAID AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB AND LYING WITHIN THAT CERTAIN CITY OF FORT LAUDERDALE PERMANENT UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 41760, PAGE 397 OF SAID PUBLIC RECORDS.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.495 ACRES OR ( 21,582 SQUARE FEET) MORE OR LESS.

CERTIFICATE:
WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORDDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


THOMAS C. SHAHAN
PROFESSIONAL STRVEYOR AND MAPPER NO. 4387
STATE OF FLORIDA

THIS SKETCH \& DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 6 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEETS 4, 5 AND 6 OF 6 FOR BOUNDARY INFORMATION SKETCH.

SHEET 3 OF 6 SHEETS
JOB NO. 09-0026
DATED: November 30, 2012





## DESCRIPTION: (RAW WATER PRODUCTION WELL \#30)

A PORTION OF WEST TRACT, AMENDED PLAT OF PORTION OF LAUDERDALE GOLF AND COUNTRY CLUB, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGE 46 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAD WEST TRACT, SAD POINT BEING ON THE WEST LINE OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 41 EAST AS SHOWN ON SAID PLAT; THENCE NORTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ EAST, ALONG THE NORTH LINE OF SAID WEST TRACT, SAID LINE BEING COINCIDENT WITH THE NORTH LINE OF A RESERVED AREA AS SHOWN ON SAID PLAT, A DISTANCE OF 300.62 FEET; THENCE SOUTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ EAST, ALONG THE SOUTH LINE OF A 50 FOOT WIDE UTILITY EASEMENT AS SHOWN ON SAID PLAT, A DISTANCE OF 200.00 FEET; THENCE SOUTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ EAST, A DISTANCE OF 150.00 FEET; THENCE SOUTH $89^{\circ} 28^{\prime} 37^{\prime \prime}$ WEST, A DISTANCE OF 200.00 FEET; THENCE NORTH $00^{\circ} 31^{\prime} 23^{\prime \prime}$ WEST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 0.689 ACRES OR ( 30,000 SQUARE FEET) MORE OR LESS.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECFNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN RULES 5J-17, (FLORIDA ADMONISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON \& ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB271


THIS SKETCH \& DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 OF 3 FOR LOCATION SKETCH, SURVEYOR'S NOTES AND ABBREVIATION LEGEND. SEE SHEET 3 OF 3 FOR BOUNDARY INFORMATION SKETCH.

SHEET 2 OF 3 SHEETS
JOB NO. 09-0026
DATED: November 27, 2012


## 7

## ATTACHMENT 3: SAMPLE DECLARATION OF RESTRICTIVE COVENANT, FORMS A AND B

Sample Declaration of Restrictive Covenant Forms A and B are in this attachment. Use Form $A$ if any section of the RC encumbers the entire property or if access to the restricted areas will be provided by access provisions of paragraph 4. Use Form B if only portions of the property are to be encumbered and access is available from adjacent public right of way or through a separate recorded access easement agreement.

In the following sample RCs, $\{\}\}$ double brackets indicate information that must be provided by the owner/responsible party, instructions for using the template, or optional language (e.g., the word "Interim" in the heading). At least a three inch by three inch $\left(3 \times 3^{\prime \prime}\right)$ blank space must be reserved at the top right hand corner of the first page, and a one inch by three inch ( $1 \times 3^{\prime \prime}$ ) space must be reserved at the top right hand corner on each subsequent page of the document. Please instruct your office staff to refrain from date stamping in this blocked area.

Once the form is completed, please remove the italicized instructions.
REMEMBER: this is sample language only. The site/project manager must review and approve of the actual restriction language selected for the RC prior to sending the covenant, with the supporting documentation, to OGC. If there is a consent order addressing this discharge, please mirror exactly the language used in the consent order to describe the discharge, contamination and restrictions in this document. If the consent order was executed some time ago, it may be necessary to clarify that language in the RC; please do so, but reference the consent order language first.

Please insert page numbers at the bottom of each page in the "page $X$ of $Y$ " format, and ensure that all Exhibits to the RC include such page numbering.
\{\{FORM A: THIS FORM IS TO BE USED IF ANY SECTION OF THE RC ENCUMBERS THE ENTIRE PROPERTY OF GRANTOR OR IF ACCESS TO THE RESTRICTED AREAS WILL BE PROVIDED BY ACCESS PROVISIONS OF PARAGRAPH 4.]\}

This instrument prepared by:
\{\{name, company \& full mailing address of NON-FDEP person
who prepared covenant - typically the real property owner or attorney]\}

DECLARATION OF \{\{INTERIM\}\} RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this $\qquad$ day of $\qquad$ , 20 by \{\{property owner\}\} \{\{", a corporation\}\} (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS
A. GRANTOR is the fee simple owner of that certain real property situated in the County of $\qquad$ , State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property") \{\{attach legal description of the property as Exhibit A (owner name must precisely match GRANTOR); or, if short enough, restate the legal description here as part of the Recital A paragraph.\}\};
B. The FDEP Facility Identification Number for the Property is \{l or EPA \# or other \#, if applicable\}\}. The facility name at the time of this Declaration is \{i 3\}. This Declaration addresses the discharge that was reported to the FDEP on \{\{date\}\};
C. \{\{Basic information regarding contamination, brief history of discharge/cleanup, etc.-it is rarely necessary to list each \& every report prepared]\}. The discharge of \{\{drycleaning solvents, petroleum products, etc.; insert the appropriate remaining contaminants\}\} on the Property is documented in the following reports that are incorporated by reference \{llist ONLY what is applicable to the remaining contamination on the site: Example:

1. Site Assessment Report dated $\qquad$ , submitted by \{\{Company that prepared report\}\}; and
2. Site Assessment Report Addendum dated $\qquad$ , submitted by \{\{Company that prepared report\}\}; and etc.
3. No Further Action with Conditions Proposal or Site Rehabilitation Completion Report dated $\qquad$ , submitted by \{\{Company that prepared report\}\}; and
4. Consent Orders
D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Property. These reports confirm that contaminated \{\{soil and/or groundwater and/or surface water and/or sediment $\}\}$ as defined by Chapter 62-_,_,\{insert appropriate citation to the governing rule based on type of contamination; i.e., "770" for petroleum; "782" for drycleaning solvents; "785" for Brownfield sites; and "780" for all other "Global RBCA" sites]\} Florida Administrative Code (F.A.C.), exists on the Property. Also, these reports document that the groundwater contamination does not extend beyond the Property boundary, that the extent of the groundwater contamination does not exceed $1 / 4$ acre, and the groundwater contamination is not migrating. \{\{Be sure this is accurate to the particular site. If not, briefly summarize what is correct. This language is included as it is the most common RC under Risk Management Option (RMO) II; however, RMO III does contemplate contamination beyond the Property boundaries, which would require agreement by the adjacent owners to put an RC on their properties as well. If there is no groundwater contamination, state what contamination remains, such as soil or sediment, and where the contamination is located. This is especially true in the case of Interim RCs. State which contamination will be addressed by the restriction and which contamination will continue to be remediated, i.e., "This declaration imposes restrictions on the area of soil contamination. While groundwater should not be utilized, groundwater remediation is ongoing and it is unknown at this time whether a long-term restriction on the use of the groundwater will be required." Additionally, the FDEP prefers that this document NOT be used to indicate which parties are or are not liable for the contamination.]\}
\{IIf the criteria for direct exposure were met using average soil contaminant concentrations calculated based on a 95\% Upper Confidence Limit (UCL) approach, the following paragraph MUST be added: "The criteria for direct exposure of contamination in the soil was based upon an average soil contaminant concentration calculated using a $95 \%$ Upper Confidence Limit (UCL) approach with an exposure unit (EU) of \{\{SIZE OF UNIT]\} pursuant to Rule 62-7 $\qquad$ , F.A.C.\{[insert appropriate rule citation based on type of contamination\}\}. Therefore, the Property may not be subdivided into parcels smaller than \{\{size\}\} without prior written approval from the FDEP's Division of Waste Management." See also paragraph 6 below."\}\}.
E. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.
F. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of \{\{generally, list the contamination that remains, for example, "petroleum products' chemicals of concern"\}\} increase above the levels approved in the Order, or if a subsequent discharge occurs at the Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. \{\{9 digit \#; or other appropriate tracking number, as applicable\}\}, can be found by contacting the appropriate FDEP district office or bureau. \{\{Only reference an Order if this is a final remedy and an order will be issued]\};
\{IIf this is an Interim RC (not considered a final remedy), then delete the text of the previous paragraph regarding the Order and use language similar to the following: "The FDEP will not issue a Site Rehabilitation Completion Order with Conditions upon recordation of this Declaration because contaminated \{\{groundwater or soil\}\} remains at the site at levels above applicable cleanup target levels. Site rehabilitation of the remaining contaminated \{\{groundwater or soil\}\} is ongoing. If cleanup target levels are later met, then GRANTOR and FDEP, or their successors and assigns, may agree in writing to amend or remove this Declaration."]\}
G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that $\{\{u s e$ "an Order be obtained and that" only if this is a final remedy RC for which the site will receive an SRCO with Conditions; delete the phrase if it is an Interim RC and no SRCO is being issued at this time) $\}\}$ the Property be held subject to certain restrictions \{\{and engineering controls\}\}, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order \{ifif an Interim RC, then: "in compliance with the consent order in OGC Case \#", or if not consent order, then leave blank]\} and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees
as follows \{\{while standard in many other real property transactions, the FDEP does not require payment for the opportunity to use the conditional closure option; therefore, any discussion of payment in this document is typically inappropriate\}\}:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes the following restrictions and requirements: \{\{Note: the preparer needs to carefully consider whether the described restriction should be imposed on the entire Property or only on a described portion of the Property. If the restriction applies to a portion of the Property, then the following must be provided as an exhibit: A Specific Purpose Survey, Boundary Survey or Sketches Accompanying Legal Descriptions (collectively, "Survey") prepared in accordance with the Minimum Technical Standards (MTS) that depicts the restricted area and includes four of its corners referenced to the State Plane Coordinates System or geographical coordinates must be provided. Such a legal description and Survey must be a clearly labeled attachment to the RC (e.g., Exhibit B) and the area to be restricted must also be clearly labeled on the Survey using the same phrasing as is used in the restriction paragraphs below (e.g., "Groundwater Restriction Area," "Soil Contamination Area," "Area of EC," "Capped Area," "Location of Slurry Wall," "Restricted Area," etc., and should be included as part of Exhibit " $B$ ")\}\}
\{\{GROUNDWATER USE RESTRICTIONS. In most cases groundwater and stormwater restrictions will apply to the entire Property, rather than to just a portion of the Property. See guidance document for more details regarding the limited circumstances where groundwater or stormwater restrictions can apply to a portion of the Property If groundwater use restrictions are to be applied to only a portion of the Property, then a Specific Purpose Survey, Boundary Survey or Sketches Accompanying Legal Descriptions (collectively, "Survey") prepared in accordance with the Minimum Technical Standards (MTS) that depicts the restricted area and includes four of its corners referenced to the State Plane Coordinates System or geographical coordinates must be provided. Such a legal description and Survey must be a clearly labeled attachment to the RC (e.g., "Exhibit B") and the area to be groundwater use restricted must also be clearly labeled on the Survey using the same phrasing as is used in the restriction paragraphs below (i.e.., "Groundwater Restriction Area,").\}\}
a. There shall be no use of the groundwater under the \{\{"portion of the," if a portion\}\} Property \{iif a portion then: "described as "Groundwater Restriction Area" in Exhibit B (hereinafter to be referred to as "Groundwater Restriction Area")"\}\}. There shall be no drilling for water conducted on the \{\{"Property" OR "Groundwater Restriction Area," if a portion\}\}, nor shall any wells be installed on the $\{\{$ "Property" OR "Groundwater Restriction Area," if a portion), other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts.

Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the \{\{"Property" OR "Groundwater Restriction Area," if a portion). For any dewatering activities, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.
\{\{The following is alternate language for paragraph 2.a. for a Property that has existing stormwater features, the existence of which has been determined not to adversely affect the remaining contamination. $\}\}$
\{\{a. i. There shall be no use of the groundwater under the \{["portion of the" if a portion\}\} Property \{iff a portion then: "described as "Groundwater Restriction Area" in Exhibit B (hereinafter to be referred to as "Groundwater Restriction Area")"\}\}. There shall be no drilling for water conducted on the \{\{"Property" OR "Groundwater Restriction Area," if a portion]\}, nor shall any wells be installed on the \{\{"Property" OR "Groundwater Restriction Area," if a portion\}\} other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).
a.ii. For any dewatering activities on the \{\{"Property" OR "Groundwater Restriction Area," if a portionj\}, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.
a.iil. Attached as Exhibit C, and incorporated by reference herein, is a Survey identifying the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the \{\{"Property" OR "Groundwater Restriction Area," if a portion\}\}. Such existing stormwater features shall not be altered, modified or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the \{\{"Property" OR "Groundwater Restriction Area," if a portion\}\} without prior written approval from FDEP's DWM in addition to any authorizations required by the DWRM and the WMD. A revised exhibit must be recorded when any stormwater feature is altered, modified, expanded, or constructed.]\}
\{\{SOIL RESTRICTIONS AND REQUIREMENTS. The RC language used to address soils contamination depends in part on whether the concern is Direct Exposure, Leachability, or both [see program cleanup criteria in Chapters 62-770, 780, 782 and 785, F.A.C., and tables of cleanup target levels (CTLs) in Ch. 62-777, F.A.C., for further guidance.] Additionally, the choice of which RC text to include for soils may depend on the intended future land use. In general, ECs (e.g., caps, parking lots, building foundation, etc.) should be identified on a Survey that is incorporated by reference as Exhibit B. If, however, the EC is to apply to the entire property, then the EC must cover or cap the entire property and be maintained on the entire property. Below are
examples.f\} Where the soil restriction and requirement language is to apply to a portion of the Property, a Specific Purpose Survey, Boundary Survey or Sketches Accompanying Legal Descriptions (collectively, "Survey") prepared in accordance with the Minimum Technical Standards (MTS) that depicts the restricted area and includes four corners referenced to the State Plane Coordinates System or geographical coordinates must be provided. Such a legal description and Survey must be a clearly labeled attachment to the RC (e.g., Exhibit B) and the area to be restricted must also be clearly labeled on the Survey using the same phrasing as is used in the restriction paragraphs below (e.g., "Soil Contamination Area," "Area of EC," "Capped Area," "Location of Slurry Wall," etc.)]\}
b.i.a. \{\{Use this language when leachability CTLs are exceeded:]\} The area of soil contamination as located on \{\{"the portion of," if a portion\}\} the Property \{\{"described as "Soil Contamination Area" in Exhibit B," if a portion\}\} shall be permanently covered and maintained with an impermeable material that prevents human exposure and prevents water infiltration (hereinafter referred to as "the Engineering Control"). An Engineering Control Maintenance Plan (ECMP) shall be maintained that includes the frequency of inspections and monitoring and the criteria for determining when the Engineering Control has failed.
b.i.b. \{\{Use this language when the problem is direct exposure of the soil and leachability is not a concern:\}\} The area of soil contamination as located on the \{\{"the portion of," if a portion\}\} the Property \{["described as "Soil Contamination Area" in Exhibit B," if a portion\}\} shall be permanently covered and maintained with a minimum of two (2) feet of clean and uncontaminated soil that prevents human exposure \{\{Note: this is the minimal cap required to address direct exposure, but the owner may opt for a hard surface cap (e.g., a parking lot) depending on intended future land use\})(hereinafter referred to as "the Engineering Control"). An Engineering Control Maintenance Plan (ECMP) shall be maintained that includes the frequency of inspections and monitoring and the criteria for determining when the Engineering Control has failed; and
b.ii. \{\{Use this language whether b.i.a. or b.i.b. above is used\}\} Excavation and construction deeper than two feet below land surface is not prohibited on the \{\{"Property" OR "Soil Contamination Area," if a portion\}\} provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62 $\qquad$ F.A.C. \{\{fill in appropriate program cleanup criteria rule number $\}$ \} and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. \{IIf this restriction applies only to the Soil Contamination Area, then insert: "Nothing in this Declaration shall
prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the "Soil Contamination Area." $]\}$
\{\{LAND-USE RESTRICTIONS: If the above options describing ECs such as soil caps or concrete pads are not utilized to control exposure, then the following land-use restriction language should be used to address soil contamination. Typically, a soil cap EC and a Land-Use Restriction should not both be used on the same property for the same contamination. A restriction on the use of the land must be clearly and exhaustively described and must apply to the Property, rather than to a portion of the Property. Reliance ONLY on local zoning or land use classifications is insufficient to adequately restrict the use of the land or adequately describe the restriction in perpetuity. Additionally, there is often confusion because the cleanup rule categories for land-use are lumped into "residential" and "commercial/industrial." This is for ease of use for the look-up tables for cleanup target levels. The categories listed below provide the detail necessary to adequately protect human health based on calculations using the various land-use scenarios' exposure duration and frequency. The categories are consistent with the Ch. 62-777, F.A.C., cleanup target levels and governing statutes regarding acceptable risk levels under Florida's risk-based corrective action principles.
These codes come from the North American Industrv Classification System, United States, 2007, because it is one of the only comprehensive and standardized systems for categorizing human activity and use of the land. Simply using the term "residential," for example, will create inconsistent application and interpretation of what this limitation means across the state because every local government creates its own definition for each land use category, including "residential." The categories selected by OGC and the DWM Director are conservative based upon an assumption that the Land-Use Restriction is the only restriction being used. In order to utilize the Land-Use Restriction option for an RMO II closure, contaminant levels in soils must not exceed the "commercial/industrial" cleanup target levels. If using the Land-Use Restriction option for an RMO III closure, then a site-specific alternative cleanup target level may be established using appropriate risk assessment methodologies. Lastly, if the owner wants a land-use restriction but does not want to use the default land-use restrictions listed below, then the RMO III closure option should be conducted. It is recommended that you speak with the FDEP site or project manager before pursuing this option.]\}
c. The following uses of the Property are prohibited: agricultural use of the land including forestry, fishing and mining; hotels or lodging; recreational uses including amusement parks, parks, camps, museums, zoos, or gardens; residential uses, and educational uses such as elementary or secondary schools, or day care services. These prohibited uses are specifically defined by using the North American Industry Classification System, United States, 2007 (NAICS), Executive Office of the President, Office of Management and Budget. The prohibited uses by code are: Sector 11 Agriculture, Forestry, Fishing and Hunting; Subsector 212 Mining (except Oil and Gas); Code 512132 Drive-In Motion Picture Theaters; Code 51912 Libraries and Archives; Code 53111 Lessors of Residential Buildings and Dwellings; Subsector 6111 Elementary and Secondary Schools; Subsector 623 Nursing and Residential Care Facilities;

Subsector 624 Social Assistance; Subsector 711 Performing Arts, Spectator Sports and Related Industries; Subsector 712 Museums, Historical Sites, and Similar Institutions; Subsector 713 Amusement, Gambling, and Recreation Industries; Subsector 721 Accommodation (hotels, motels, RV parks, etc.); Subsector 813 Religious, Grantmaking, Civic, Professional, and Similar Organizations; and Subsector 814 Private Households.
3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Property at reasonable times and with reasonable notice to the GRANTOR.
\{fThe remaining paragraphs 5-9 are based on Real Property Law and include necessary language in order to create an enforceable and durable RC. Generally, these paragraphs should not be modified.j\}
5. It is the intention of GRANTOR that this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.
6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, the GRANTOR agrees to notify in writing all proposed tenants of the Property of the existence and contents of this Declaration of Restrictive Covenant.
7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the
land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both GRANTOR and the FDEP and be recorded by GRANTOR as an amendment hereto.
8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.
9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration or a joinder and consent, or subordination of such interests, as applicable, is attached hereto.

IN WITNESS WHEREOF, $\{\{G R A N T O R\}$ has executed this instrument, this
$\qquad$ day of $\qquad$ , 20 $\qquad$

GRANTOR
\{\{COMPANY NAME, IF APPLICABLE $\}\}$
By: $\qquad$
Name: $\{\{P R I N T E D ~ \overline{N A M E}\}\}$
Title:
Full Mailing Address:

Signed, sealed and delivered in the presence of:

Date: $\qquad$

## Witness

Print Name: $\qquad$

Witness
Print Name: $\qquad$
STATE OF $\qquad$ )

## COLINTY OF

$\qquad$

The foregoing instrument was acknowledged before me this $\qquad$ day of $\qquad$ , 20 $\qquad$ by $\qquad$ -.

Personally Known $\qquad$ OR Produced Identification $\qquad$ .
Type of Identification Produced $\qquad$ .

Signature of Notary Public

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. $\qquad$ .

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this $\qquad$ day of $\qquad$ , 20 $\qquad$
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: $\qquad$
Name: $\qquad$
Title: $\qquad$
Division of \{\{fill in appropriate Division\}\}; Bureau of \{\{fill in appropriate Bureau\}\}; \{\{fill in appropriate District\}\} District Office \{\{if appropriate\}\}
\{\{Mailing Address\}\}, Mail Station \{\{_\}\}, \{\{City\}\}, Florida \{\{Zip Code\}\}
SITE/PROJECT MANAGERS MUST PROVIDE THIS INFORMATION TO OWNER

Signed, sealed and delivered in the presence of:

Witness: $\qquad$ Date: $\qquad$
Print Name: $\qquad$

Witness: $\qquad$ Date: $\qquad$
Print Name: $\qquad$


The foregoing instrument was acknowledged before me this day of $\qquad$ 20 __, by as representative for the Florida Department of Environmental Protection.

Personally Known OR Produced Identification $\qquad$
Type of Identification Produced $\qquad$ .

Signature of Notary Public

Print Name of Notary Public
Commission No. $\qquad$
Commission Expires: $\qquad$


[^0]:    Notary Public, State of Florida
    Print Name:
    Commission No.:
    My Commission Expires:

[^1]:    NOTE The undersigned ond CRAVEN-THOMPSON \& ASSOCIATES, INC. make no representations or guorontees os to the information reflected hereon pertoining to easements, rights-of-way, set back lines, reservations, agreements and other similar motters, ond further, this instrument is not intended to reflect or set forth all such motters. Such Information should be obtained and confirmed by others through oppropriate title verification.
    NOTE Lands shown hereon were not abstracted for right-of-way ond/or easements of record.
    G: \2009\09-0026 DIXIE WEL FELD EASEMENTS $\$ WHG \SD-40' WATER EASE TO PW 33REV.DWG

