#### ALL ABOARD FLORIDA- OPERATIONS LLC 2855 LEJEUNE ROAD 4TH FLOOR CORAL GABLES, FL 33134

Lee R. Feldman ICMA-CM, City Manager CITY OF FORT LAUDERDALE 100 N. Andrews Avenue Fort Lauderdale, Florida 33301

RE: LETTER OF INTENT

Dear Sirs,

This Letter of Intent ("Letter of Intent") provides the general terms and conditions under which the parties described below may enter into an exchange agreement acceptable to the parties to this Letter of Intent with respect to the properties described herein.

- 1. City: City of Fort Lauderdale, a Florida municipal corporation
- 2. **AAF:** All Aboard Florida Operations LLC, a Delaware limited liability company (f/k/a FDG Passenger Row Holdings, LLC, a Delaware limited liability company).
- 3. **Parcel A:** City is vested with fee simple title to Parcel A consisting of approximately 1.7 acres in Broward County, Florida, as further described in the attached Exhibit A.
- 4. **Parcel K:** As a condition precedent to closing on the exchange of Parcels, AAF shall be vested with fee simple title to Parcel K consisting of approximately 3.3 acres in Broward County, Florida, as further described in the attached Exhibit K, or have the current owner enter into the Exchange Agreement.
- 5. **Parcel B:** Approximately 2.7 acres, as further outlined on the attached Exhibit "B", which represents the parcel owned by the City currently earmarked for the maintenance facility.
- 6. **Exchange:** The parties shall draft an exchange agreement (the "Exchange Agreement"), which shall provide that AAF shall convey Parcel K by Special Warranty Deed to the City and the City shall convey Parcel A by Special Warranty Deed to AAF with it being agreed that Parcel K may be conveyed directly to City by the present owner. The current owner must be a party to the Exchange Agreement if title is received directly from the current owner. Both parties shall be required to provide clear and marketable title. AAF acknowledges any transfer or conveyance of City owned land must comply with the applicable charter provisions of the City. The properties will be exchanged based on the value derived from appraisals acceptable to both parties. If Parcel A is higher in value than the Parcel K, AAF shall agree to, at its option, (i) make improvements as agreed to by the parties in the Exchange Agreement at various railroad crossing up to approximate value of \$500,000 (which improvements are enhancements to the crossing and would not otherwise

be required) or (ii) make a cash payment, in order to comply with the applicable charter provisions of the City regarding value. The City agrees to accept the improvements in lieu of cash. The parties will agree to the improvements and the cost thereof during the due diligence period. The Exchange Agreement shall set forth the terms and conditions under which the improvements shall be made. Further, the Exchange Agreement shall provide that, upon the acceptance of the Federal Transit Administration ("FTA") of Parcel K for the maintenance facility, the City will prohibit the use of Parcel B as a maintenance facility. A condition to closing for AAF will be FTA's acceptance of Parcel K as a maintenance facility.

- 7. City Due Diligence Period: City shall have sixty (60) calendar days following the date of execution by the parties of the Exchange Agreement in which to undertake its inspections of Parcel K, including reviewing the reports obtained by AAF, performing soil borings and ground water sampling, obtaining an environment report, and performing all other due diligence it deems necessary in its sole discretion. If the City is not satisfied with Parcel K for any reason, the City may terminate the Exchange Agreement prior to the expiration of five (5) days after the close of the Due Diligence Period. Within five days of the date of execution of this Letter of Intent, AAF shall provide the City with all property information in AAF's control including, but not limited to, environmental reports, title reports, and surveys. Anything herein to the contrary notwithstanding, City may require that consultants performing the inspections be in contractual privity with the City. The Exchange Agreement shall provide for an indemnity by the City for damage to persons or property due to such inspections and the requirement to restore.
- 8. AAF Due Diligence Period: AAF shall have sixty (60) calendar days following the date of execution by the parties of the Exchange Agreement in which to undertake its inspections of Parcel A, including soil borings, obtaining an environment report and performing all other due diligence it deems necessary in its sole discretion. If AAF is not satisfied with the Parcel A for any reason, AAF may provide notice to City prior to the expiration of five (5) days after the close of the Due Diligence Period terminating the Exchange Agreement. Within five days of the date of this Letter of Intent, City shall provide AAF with all property information in City's control including, but not limited to, environmental reports, title reports, and surveys. Anything herein to the contrary notwithstanding, AAF may require that consultants performing the inspections be in contractual privity with AAF. The Exchange Agreement shall provide for an indemnity by AAF for damage to persons or property due to such inspections and the requirement to restore.
- 9. Closing on Exchange Agreement: When the terms and conditions of the Exchange Agreement have been agreed upon by staff for AAF and City, the Exchange Agreement shall be presented to the City Commission at its next available meeting for authorization to execute. If approved, the Exchange Agreement shall provide that closing will occur on March 25, 2015.
- 10. **Prorations:** Taxes and other customarily apportioned items shall be prorated or apportioned as of Closing and in accordance with \$196.295, Florida Statutes (2013). Each party shall pay all costs to clear title and costs of all transfer taxes for the transfer of the

property owned by such party. The acquiring party shall pay all due diligence expenses, the cost of any survey obtained by it, title insurance premiums, and the recording cost for the deed. The selling party shall pay any documentary stamp tax or other transfer fees due on the conveyance of its property. Each party shall bear its own attorney's fees.

- 11. **Brokerage:** The parties each represent that they have dealt with no broker, salesman, agent, or other person in connection with this transaction and agree to indemnify and hold each other harmless for any and all third party claims for broker's or finder's fees.
- 12. **Condition of the Property:** the City and AAF shall deliver the respective property to the other in its as is condition.
- 13. **Agreement:** AAF shall deliver a draft of the Exchange Agreement to the City for review within ten (I0) calendar days following execution of this Letter of Intent by both parties.
- 14. **Confidentiality:** Any confidentiality of any information or fact shall be solely in accordance with Chapter 119, Florida Statutes (2013), Chapter 286, Florida Statutes (2013) and §166.045, Florida Statutes (2013).
- 15. **Exclusivity:** Each of the parties agree that from the date of the full execution of this Letter of Intent until the earlier of (i) the termination of this Letter of Intent by a party or (ii) the termination of the Agreement (herein the "standstill period"), it will not enter into any agreement or understanding, nor solicit any party or otherwise discuss the sale of its property described herein, other than with each other, its affiliates, City of Fort Lauderdale and/or the State of Florida and its agencies.
- 16. **Assignment:** AAF may assign all or a portion of it rights under the Exchange Agreement to an affiliate, with AAF remaining liable under the Agreement for the improvements referenced in paragraph 6 above.

Nothing in this letter is intended to be contractual in nature and neither party shall be bound by the terms and conditions above provided unless and until an Exchange Agreement has been signed and delivered by the parties hereto. Such Exchange Agreement shall incorporate the provisions contained in this Letter of Intent and any other provisions upon which the parties may mutually agree. Unless and until such Exchange Agreement is executed, any party to this Letter of Intent may terminate this Letter of Intent by providing written notice of termination to the other parties hereto.

Sincerely,

All Aboard Florida - Operations LLC

Kolleen/Cobb, Vice President

AGREED TO AND ACCEPTED

WITNESSES:

Seanette A. Johnson

Witness type or print name]

CITY OF FORT LAUDERDALE

By P. "Jack" Seiler, Mayor

By Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph, City Clerk

Approved as to form:

Lyan Solomon, Assistant City Attorney

## Exhibit A Parcel A Description

#### SKETCHES AND DESCRIPTIONS



#### MCLAUGHLIN ENGINEERING COMPANY LB#285

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING 400 N.E. 3rd AVENUE FORT LAUDERDALE FLORIDA 33301 PHONE (954) 763-7611 \* FAX (954) 763-7615

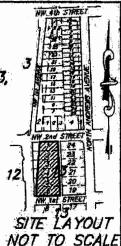
SKETCH AND DESCRIPTION PARCEL AFTER RIGHT-OF-WAY DEDICATION IN THE WEST ONE-HALF OF BLOCK 13. TOWN OF FORT LAUDERDALE SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION;

A partian of Lots 1, 2, 3, 4, 5 and 8, Block 13, TOWN OF FORT LAUDERDALE, according to the plat thereof, as recorded in Plat Book "8", Page 40, of the public records of Bade County, Records, more fully described as follows:

Beginning at the Southeast corner of said Lot 6; thence South 87:50'56" West, on the South line of said Lot 6, being the North right—of—way line of N.W. 1st Street, a pening the NOTAL right—of way line of N.W. 1st Street, a distance of 131.28 feet; thence North 02'09'03" West on a line 13.72 feet East of and parallel with the West line of said lot 6, a distance of 42.75 feet, thence North 04'32'18" East, a distance of 259.01 feet; thence North 87'50'56" East, on the North line of said Lat 1, being the South right—of-way line of N.W. 2nd Street, a distance of 101.11 feet to the Northeast comer of said Lat 1; thence South 270'0'18" East on the East line of said Lat 1. South 02'09'04" East, on the East line of sold Lots 1 to 6, o distance of 800.00 feet to the point of Beginning.

Said lands situate, lying and being in the City of Fart Lauderdale, Broward County, Florida and containing 35,503 square feet or 0.8150 acres more or less.



#### CERTIFICATION ..

Certified Correct Dated at Fort Lauderdale, Florida this: 15th day of May, 2014. Revised this 30th day of May, 2014.

MOLAUCHLIN BNGINEERING COMPANY

JERALD A. MOLAUSHLIN Jegistered Long Surveyor No. 5269 State of Florida

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- AS IS NOT A BOUNDARY SURVEY.
- eachigh shown assume the West Inglit—of May line at North nature Avenue Hearth DEPOP Med. Med. Corrido cross Information shown forms South Derido regional Transportion Authority Wave shawing prepared by HAR Tephnesing, No. Project No. 111-25 and is not based on unity Information actioned by Mataughthr Engineering Company.

FIELD BOOK NO.	DRAWN BY: MILE
JOB DROER NO. U-9240 - U-9244  REF. DWG. HOR ENG-211425	CHECKED BY:



## McLAUGHLIN ENGINEERING COMPANY

LB#285

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301 PHONE (954) 763-7611 \* FAX (954) 763-7615

SCALE 1" = 100  SKETCH AND DE PARCEL AI RIGHT-OF-WAY LIN THE WEST ONE-HAI TOWN OF FORT LINE SHEET 2 OF 2  LEGEND: NW 2nd STREET  NW 2nd STREET  NW 2nd STREET  NE CONNER  101,11'  NE CONNER  101,11'  NO CONNER  101,11'  101,11'  102,11'  103,11'  104,11'  105,11'	DEDICATION  LF OF BLOCK 13, AUDERDALE SHEETS  SITE LA YOUT NOT TO SCALE  LEGAL DESCRIPTION:  A partion of Lats 1, 2, 3, 4, 5 and 6, Black 13, TOWN OF FORT LAUBERDALE, according to the plat thereof, as recorded in Plat Book 'B', Page 40, of the public records of Dade Eaunty, Records, more fully described on Sheet 1 of 2 Sheets.  Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 35,503 square feet or 9.8150 acres more or lass.
JOB DRDER NO. U-8240 - U-9244	CHECKED BY:
REF. DWG.: HDR ENG211425	C: JAME /2014/U9240 TO U9244



#### MCLAUGHLIN ENGINEERING COMPANY LB#285

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING 400 N.E. 3nd AVENUE FORT LAUDERDALE, FLORIDA 33301 PHONE (864) 763-7611 \* FAX (864) 763-7615

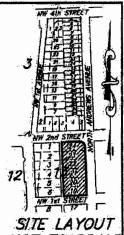
#### SKETCH AND DESCRIPTION A PORTION OF LOTS 19 TO 24. BLOCK 13, TOWN OF FORT LAUDERDALE SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION:

A portion of Lots 19, 20, 21, 22, 23 and 24, Block 13, TOWN OF FORT LAUDERDALE, according to the plot thereof, as recorded in Plat Book "B". Page 40, of the public records of Dade County, Records, more fully described as follows:

Beginning at the Southwest corner of said Lot 19; thence North 02'09'04" West, on the West line of soid Lots 19 to 24, a distance of 300.00 feet to the Northwest corner of said Lot 24; thence North \$7.50.56" East, on the North line of sold Lot 24, being the South right-of-way line of N.W. 2nd Street, p distance of 104.00 feet to a Point of curve; thence Easterly and Southerly on said curve to the right, with a radius of 28.00 feet, a central angle of 90'00'00", on arc distance of 43.98 feet to a point of tangency, thence South 02'09'04" East, on the West right-of-way line of North Andrews Avenue, being a line 13,00 feet West of and parallel with the East line of said Lots 24 to 20, a distance of porollel with the Lost line of sold Lots 24 to 20, a distance of 222.00 feet; thence South 8750 56" West, on the North line of sold Lot 19, a distance of 2:00 feet; thence South 02:09'04" East, on the sold West right-of-way line of North Andrews Avenue, being a line 15:00 feet West of and parallel with the East line of sold Lot 19, a distance of 50.00 feet; thence South 8750'56" West, on the South line of sold lot 19, being the North right-of-way line of N.W. 1st Street, a distance of 130.00 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 39,332 square feet or 0.9029 acres more or less.



NOT TO SCALE

#### HOTES

- shown on above referenced record pfalls), was not obstructed for other sosements or rights-of-way at record by McLaughin En
- Legal description prepared by McLos This drawing is not would unless soo surveyers sook. THIS IS NOT A BOUNDARY SURVEY.
- surveyers soon.

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  Parest information stown therein from South-Florida Regional Transportion Authority West drawing prepared by Engineering, Inc. Project No. 211425 and is not based on Survey information obtained by Millaughtin Engineering Compa

#### **CERTIFICATION**

Certified Correct, Dated at Fort Lauderdale, Florida this 15th day of May, 2014. Revised this 30th day of May. 2014.

MALAUGHLIN ENGINEERING COMPANY

JERALD A. MORAUGHLIN Istered Land Surveyor No. 5269 State of Florida.

FIELD BOOK NO.	DRAWN BY: AMAY
JOB ORDER NO. U-9240 - U-9244	CHECKED BY:
REF. DWO.: HDR ENG211425	C:\MMF/2014/U8240 TO U924



## MCLAUGHLIN ENGINEERING COMPANY

LB#285
ENGINEERING \* SURVEYING \* PLATTING \* LAND. PLANNING
400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA
33301 PHONE (954), 763-7611 \* FAX (954), 783-7615

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SCALE 1" = 100"	NW 4th STREET
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2 12 18 24 19	1 70 23 ONG 24 BUDGE 13 1CHW
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	square feet or 0.9029 acres
SW CORNER, LOT 18- S87'50'56 W 15	more or less.
SW. SCHART, LOT 18 S87-50'56"W 15 SOUTH LINE, LOT 18 A NORTH R/W LINE 130.00'	<u>CERTIFICATION</u>
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NOTES: 9	Fort Lauderdale, Florido this
	15th day of May, 2014.
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Regional Transportion Authority - Wass strawing proposed by HUR	REGISTER LONG SURVEYOR NO. 5269
Survey information abtomed by McLoughtin Engineering Company.	State of Florida.
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INE CONED NO. U-9240 - U-9244	PHECKED, DA

REF. DWG.: HDR ENG.-211425

C \MMy/2014/U9240 TO U9244

# Exhibit B Parcel B Description

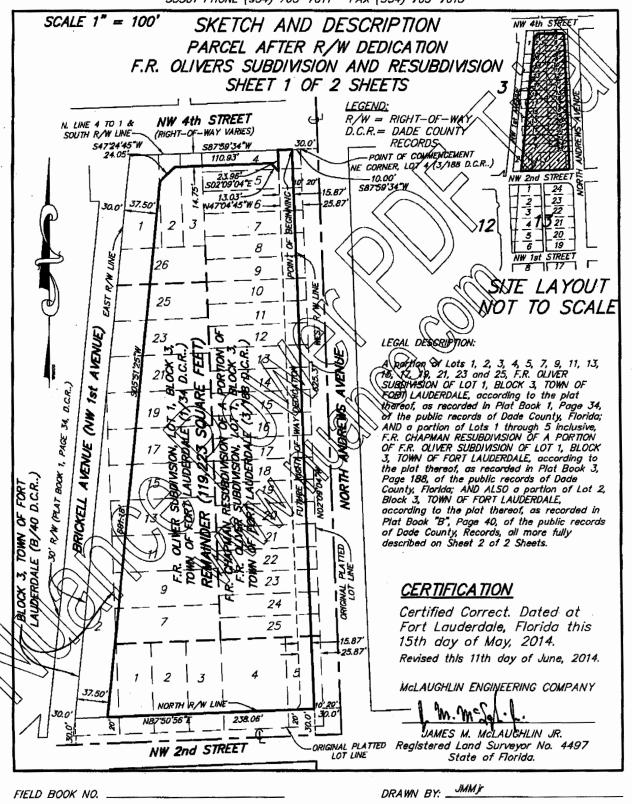


JOB ORDER NO. U-9240 - U-9244

REF. DWG.: HDR ENG.-211425

#### McLAUGHLIN ENGINEERING COMPANY LB#285

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301 PHONE (954) 763-7611 \* FAX (954) 763-7615



CHECKED BY:

C: \JMM | /2014 /U9240 TO U9244



#### McLAUGHLIN ENGINEERING COMPANY LB#285

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301 PHONE (954) 763-7611 \* FAX (954) 763-7615

# SKETCH AND DESCRIPTION PARCEL AFTER R/W RDEDICATION F.R. OLIVERS SUBDIVISION AND RESUBDIVISION SHEET 2 OF 2 SHEETS

LEGAL DESCRIPTION:

A portion of Lots 1, 2, 3, 4, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23 and 25, F.R. OLIVER SUBDIVISION OF LOT 1, BLOCK 3, TOWN OF FORT LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, Page 34, of the public records of Dade County, Florida; AND a portion of Lots 1 through 26 Inclusive, F.R. CHAPMAN RESUBDIVISION OF A PORTION OF F.R. OLIVER SUBDIVISION OF LOT 1, BLOCK 3, TOWN OF FORT LAUDERDALE, according to the plat thereof, as recorded in Plat Book 3, Page 188, of the public records of Dade County, Florida; AND ALSO a portion of Lot 2, Block 3, TOWN OF FORT LAUDERDALE, according to the plat thereof, as recorded in Plat Book "B", Page 40, of the public records of Dade County, Records, all more fully described as follows:

Commencing at the Northeast corner of Lot 4 of said E.R. CHAPMAN RESUBDIVISION OF A PORTION OF F.R. OLIVER SUBDIVISION OF LOT 1, BLOCK 3, TOWN OF FORT LAUBERDALE; thence South 87'59'34" West, on the North line of said Lot 4, being the South right of way line of N.W. 4th Street, a distance of 10.00 feet to the Point of Beginning; thence South 02'09'04" East, on a line 25.87 feet West of and parallel with the East line of said Lot 4, being a line 15.87 feet East of and parallel with the West right of way line of said Lot 4, being a line 15.87 feet East of and parallel with the West right of way line of North Andrews Avenue, a distance of 23.96 feet; thence North 47'04'45" West, a distance of 13.03 feet; thence South 87'59'34" West, on a line 14.75 feet South of and parallel with the South line of said Lots 4 and 3 of said F.R. CHAPMAN RESUBDIVISION OF A PORTION OF FRO OLIVER SUBDIVISION OF LOT 1, BLOCK 3, TOWN OF FORT LAUDERDALG being 14.78 feet; thence South 47'24'45" West, a distance of 24.05 feet; thence South 85'50'56" East, and the 37.50 feet East of and parallel with the East right-of-way line of Brickell Ayenue (M.W. 1st Ayenue – 30 feet right-of-way), a distance of 610.18 feet; thence North 87'50'56" East, as line 20.00 feet North of and parallel with the South line of said Lot 2 Block 3, TOWN OF FORT LAUDERDALE and a line 20.00 feet North of and parallel with the South line of said Lot 2 Block 3, TOWN OF FORT LAUDERDALE, being the North right-of-way line of N.W. 2nd Street, a distance of 238.06 feet; thence North 02'09'04" West, on a line 15.87 feet West of and parallel with the East line of said Lot 5, F.R. OLIVER SUBDIVISION OF LOT 1, BLOCK 3, TOWN OF FORT LAUDERDALE, being the North right-of-way line of North Andrews Avenue, a distance of 625.31 feet to the Point of Beginning.

Said lands situate. Ning and Delna in the City of Fort Lauderdale Broward County Florida and

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and contoining 119,223 square took of 2.7370 acres more or less.

This sketch reflects all easements and rights—of—way, as shown as observed referenced record plat(s). The subject property was haj obstracted for other easements road reservations or cights—of—way of record by McLaughlin Engineering Campany.

2) Legal description prepared by McLaughlin Engineering Ca.

 This drowing is not valid unless sealed with an embossed surveyors seal.

(A) THIS IS NOT A BOUNDARY SURVEY.

5) Bearings shown assume the West right—of—Way line of North
Andrews Avenue North 02'09'04" West.

6) Parcel information shown hereon from South Florida Regional Transportion Authority – Wave drawing prepared by HDR Engineering, Inc. – Project No. 211425 and is not based on Survey information obtained by McLaughlin Engineering Company.

#### <u>CERTIFICATION</u>

Certified Correct. Dated at Fort Lauderdale, Florida this 15th day of May, 2014.
Revised this 11th day of June, 2014.

McLAUGHLIN ENGINEERING COMPANY

JAMES M. McLAUSHLIN JR. Registered Land Surveyor No. 4497 State of Florida.

FIELD BOOK NO.		DRAWN L	BY: .	JMMjr
JOB ORDER NO.	U-9240 - U-9244	CHECKED E	BY: .	Approx Maria
	DEE DWG LUDD ENG _ 211425			C.\.IMMir/2014/119240 TO 119244

## Exhibit K Parcel K Description



FIELD BOOK NO. .

JOB ORDER NO. U9386

REF. DWG.: 07-3-113

#### McLAUGHLIN ENGINEERING COMPANY LB#285

M.D.

ENGINEERING \* SURVEYING \* PLATTING \* LAND PLANNING 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA 33301 PHONE (954) 763-7611 \* FAX (984) 763-7615

SCALE	SCALE 1" = 150'				
	SKETCH AND DESCRIPTION				
, F	SKETCH AND DESCRIPTION  PARCEL "A", CROISSANT PARK  RESUBDIVISION (P.B. 36, PG. 18, B.C.R.)				
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5 4	10	~	rights-of-way of regard by Maloughth Engineering. Company.  2) Logal description prepared by Maloughth Engineering Co.  3) This drawing is not votid unless sealed with an embassed surveyors seal.		
02 P. 12 75: 12:	RIGHT	1	Sulveyors sad.  4) THIS IS NOT A BOUNDARY SURVEY.  5) Bearings shown assume the East line of said Parcel "A",		
1 S. d.	(100,	!	S X E Q S   OF SCRIPTION:		
PAH ROUSSAWT (P.B. 86,	RAILWAY	•	STREET Parcel "A", A RESUBDIVISION OF PART OF BLOCKS 47		
8		ļ.	thereof, recorded in Plot Book 36, Page 18, of the		
	COAST	00,00,005	LESS the 15.28 feet by 25.00 feet area shown at the Northwest corner of the NOT INCLUDED parcel at the		
	EAST (	2005	Southeast corner of said Parcel "A", per Official Records Book 20751, Page 955, Broward County		
	•	] ^	Records.  State of Records.  Sta		
( Q	FLORIDA	'	M & B   1   1   1   1   1   1   1   1   1		
K SEC B.C.R.	-		CERTIFICATION  Certified Correct. Dated at		
PAR PAR 77.	į		Certified Correct. Dated at Fort Lauderdale, Florida this 30th day of June, 2014.		
PARK I	!	: 	Revised this 2nd day of July, 2014.		
		\$6.0	M. R.M. S. Mark S. M. R.M. S. M. S.		
		₽ ¥	S.W. 18th COURT JAMES M. MCLAUGHLIN JR.		
CROL	į		Registered Land Surveyor No. 4497 State of Florida.		

DRAWN BY: MMjr

C: \JMMjr/2014/U9386

CHECKED BY: \_

Exhibit 2
15-0132
14 of 15