

1 RESOLUTION NO. 2020-

2 A RESOLUTION OF THE BOARD OF COUNTY  
3 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,  
4 APPROVING AND AUTHORIZING AN EXCHANGE OF  
5 REAL PROPERTY BETWEEN BROWARD COUNTY  
6 ("COUNTY") AND THE CITY OF POMPAÑO BEACH ("CITY")  
7 PURSUANT TO SECTION 125.37, FLORIDA STATUTES;  
8 DETERMINING THAT THE COUNTY PROPERTY IS NOT  
9 NEEDED FOR COUNTY PURPOSES; DETERMINING THAT  
10 IT IS IN THE BEST INTEREST OF THE COUNTY TO  
11 EXCHANGE THE COUNTY PROPERTY FOR CERTAIN  
12 PROPERTY OWNED BY THE CITY; APPROVING THE  
13 EXCHANGE AGREEMENT BETWEEN THE COUNTY AND  
14 THE CITY; AND PROVIDING FOR SEVERABILITY AND AN  
15 EFFECTIVE DATE.

16 WHEREAS, Broward County ("County") is the owner of certain real property  
17 located in the City of Pompano Beach, Florida, identified as Folio No. 4842-24-08-0610  
18 ("County Parcel");

19 WHEREAS, the City of Pompano Beach, Florida ("City"), is under contract to  
20 acquire certain real property located in the City, identified as Folio No. 4843-19-00-0240  
21 ("City Parcel");

22 WHEREAS, the County desires to exchange approximately three thousand nine  
23 hundred thirty-six (3,936) square feet of land, which shall be subdivided from the southern  
24 portion of the County Parcel ("County Property") for two thousand six hundred thirty-seven  
(2,637) square feet of land, which shall be subdivided from the City Parcel  
("City Property"), for the purpose of constructing, maintaining, or operating a lift station  
for the County's sewer utilities;

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WHEREAS, Section 125.37, Florida Statutes, states that “[w]henever, in the opinion of the board of county commissioners, the county holds and possesses any real property, not needed for county purposes, and such property may be to the best interest of the county exchanged for other real property, which the county may desire to acquire for county purposes, the said board of county commissioners of any county is authorized and empowered to make such an exchange. Provided, however, before any exchange of property shall be effected, a notice, setting forth the terms and conditions of any such exchange of property, shall be first published, once a week for at least 2 weeks, in a newspaper of general circulation published in the county, before the adoption by the board of county commissioners of a resolution authorizing the exchange of properties [;]”

WHEREAS, in accordance with Section 125.37, Florida Statutes, the County published a Notice of Exchange of Real Property once a week for two (2) weeks in a newspaper of general circulation, which notice is attached hereto as Attachment 1 to this Resolution; and

WHEREAS, the Board of County Commissioners (“Board”) desires to approve and authorize the exchange of the County Property for the City Property, NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

1           Section 1.    The recitals set forth in the preamble to this Resolution are true,  
2 accurate, and deemed incorporated herein as though set forth in full hereunder.

3           Section 2.    The Board finds that in accordance with Section 125.37, Florida  
4 Statutes: (1) the County is the owner of the County Property; (2) the County Property is  
5 not needed for County purposes; (3) it is in the best interest of the County to exchange  
6 the County Property for the City Property; (4) the County desires to acquire the  
7 City Property for County purposes; and (5) proper notice of the exchange of property  
8 between the County and the City was published once a week for two weeks in a  
9 newspaper of general circulation in Broward County.

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11           Section 3.    The Board authorizes the exchange of the County Property for the  
12 City Property for the sum of Ten Dollars (\$10.00).

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14           Section 4.    The Board (1) approves the Property Exchange Agreement Between  
15 Broward County and City of Pompano Beach (“Exchange Agreement”) attached hereto  
16 as Attachment 2, and authorizes the Mayor or Vice-Mayor to execute same; (2) approves  
17 the Quit Claim Deed to the City in substantially the form attached as Exhibit C to the  
18 Exchange Agreement and authorizes the Mayor or Vice-Mayor to execute same;  
19 and (3) accepts the Special Warranty Deed from the City in substantially the form attached  
20 as Exhibit D to the Exchange Agreement.

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22           Section 5.    The Quit Claim Deed and the Special Warranty Deed shall be  
23 properly recorded in the Official Records of Broward County, Florida.

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1 Section 6. Severability.

2 If any portion of this Resolution is determined by any court to be invalid, the invalid  
3 portion will be stricken, and such striking will not affect the validity of the remainder of this  
4 Resolution. If any court determines that this Resolution, in whole or in part, cannot be  
5 legally applied to any individual, group, entity, property, or circumstance, such  
6 determination will not affect the applicability of this Resolution to any other individual,  
7 group, entity, property, or circumstance.

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9 Section 7. Effective Date.

10 This Resolution is effective upon adoption.

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12 ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

13  
14 Approved as to form and legal sufficiency:  
15 Andrew J. Meyers, County Attorney

16  
17 By /s/ Claudia Capdesuner 08/05/2020  
18 Claudia Capdesuner (date)  
19 Assistant County Attorney

20 By /s/ Annika E. Ashton 08/05/2020  
21 Annika E. Ashton (date)  
22 Deputy County Attorney

23 CC/mdw  
24 Reso Pompano Property Exchange Lift Station.doc  
08/05/2020  
#520499v5

## Notice of Exchange of Real Property

Notice is hereby given by the Board of County Commissioners of Broward County, Florida, that at 10:00 A.M. on Tuesday, September 10, 2020, in the Broward County Governmental Center, Room 422, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, said Board will consider the exchange of a portion of real property owned by Broward County, located at 2600 NE 16th Avenue, Pompano Beach, Florida 33064, measuring approximately 3,936 square feet ("County Property"), for a portion of real property owned by the City of Pompano Beach located at NE 16th Avenue, Pompano Beach, Florida 33064, measuring approximately 2,637 ("City Property"). The property exchange is undertaken pursuant to Section 125.37, Florida Statutes, as a like acre-to-acre exchange of property, for the sum of Ten Dollars (\$10.00). The full legal descriptions of the County Property and the City Property are available for inspection at the Broward County Governmental Center, Real Property Section, 115 South Andrews Avenue, Room 501, Fort Lauderdale, Florida 33301.

Interested parties may appear at the September 10<sup>th</sup>, 2020 meeting of the Broward County Board of County Commissioners and be heard with respect to this item. Public participation at the meeting shall be limited to telephonic participation only, pursuant to the Governor's Executive Order Number 20 69. To comment at the public hearing, visit [RegisterToSpeak.Broward.org](https://RegisterToSpeak.Broward.org).

To view the meeting, visit <https://vimeo.com/browardcounty> and click on the link corresponding to the meeting date. If due to a disability, you require communication aids, please contact the County Administrator's office at 954-357-7000. Please make your request in advance, if possible.

Persons who do not have the ability to view the meeting via the internet or provide public comment utilizing [RegisterToSpeak.Broward.org](https://RegisterToSpeak.Broward.org) and wish to do so should request a physical access point. Such requests must include a contact phone number, e-mail address, or physical address so that the County can inform you of the location of the access point. Requests must be received at least three (3) days before the meeting and can be sent via e-mail ([publicinfo@broward.org](mailto:publicinfo@broward.org)), telephone (954-357-6990), or mail (115 South Andrews Avenue, Fort Lauderdale, Florida 33301).

Dated this 29<sup>th</sup> day of July, 2020.

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**Mailing Instructions:**

A. Publish two (2) times: August 3<sup>rd</sup>, 2020 and August 10<sup>th</sup>, 2020

B. Send two (2) proofs of publication to each of the following three (3) offices:

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|--|---|---|
| (1) Tatiana Escobar<br>Real Property Section<br>115 S. Andrews Avenue, Rm. 501<br>Fort Lauderdale, Florida 33301 | (2) Annika E. Ashton<br>Office of the County Attorney<br>115 S. Andrews Avenue, Rm. 423<br>Fort Lauderdale, Florida 33301 | (3) Mary Anne Darby, Deputy Clerk<br>Records, Taxes and Treasury Div.<br>115 S. Andrews Avenue, Rm. 336<br>Fort Lauderdale, Florida 33301 |
|--|---|---|

**PROPERTY EXCHANGE AGREEMENT BETWEEN  
BROWARD COUNTY AND CITY OF POMPANO BEACH**

This Property Exchange Agreement (“Agreement”) between Broward County, a political subdivision of the State of Florida (“County”), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach, Florida, a municipal corporation of the State of Florida (“City”), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, is entered into and effective as of the date this Agreement is fully executed by the Parties (“Effective Date”). County and City are hereinafter referred to collectively as the “Parties,” and individually referred to as a “Party.”

**RECITALS**

- A. City is under contract to acquire the City Property, as defined in Section 1.1 of this Agreement, located at Northeast 16th Avenue, Pompano Beach, Florida 33064.
- B. County is the owner of the County Property, as defined in Section 1.2 of this Agreement, located at 2600 NE 16th Avenue, Pompano Beach, Florida 33064.
- C. Pursuant to Section 125.37, Florida Statutes, the Board of County Commissioners of Broward County, Florida (“Board”) properly advertised a Notice of Intent to Exchange Real Property and adopted a Resolution approving the exchange subject to the terms of this Agreement.
- D. The Parties desire to exchange the County Property for the City Property pursuant to the terms and conditions of this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

**AGREEMENT**

**1. Exchange of Property.**

- 1.1 City Property Exchange. Subject to and in accordance with the terms of this Agreement, City agrees to sell, assign, and convey to County, and County agrees to purchase and assume from City, the following property (the “City Property”): All of City’s rights title, and interest, if any, in and to that certain parcel of land located in the County of Broward, and State of Florida, as more particularly described in **Exhibit A**, attached to and made a part of this Agreement, which consists of approximately two thousand six hundred thirty-seven (2,637) square feet of land, which City Property shall be subdivided from the Western portion of the parcel identified as Folio No. 4843-19-00-0240.
- 1.2 County Property Exchange. Subject to and in accordance with the terms of this Agreement, County agrees to sell, assign, and convey to City, and City

agrees to purchase and assume from County, the following property: All of County's rights, title, and interest, if any, in and to that certain parcel of land located in the County of Broward, and State of Florida, which consists of approximately three thousand nine hundred thirty-six (3,936) square feet of land, which shall be subdivided from the Southern portion of the parcel identified as Folio No. 4842-24-08-0610 ("County Property") as described in **Exhibit B** attached to and made a part of this Agreement.

- 1.3 Valuation of the Properties. For the purposes of the property exchange to be effectuated under this Agreement, the Parties agree that the value of the County Property is equal to the value of the City Property.

## 2. Purchase Price.

- 2.1 City Property Purchase Price. The total purchase price to be paid by County to City for the City Property is Ten Dollars (\$10.00).
- 2.2 County Property Purchase Price. The total purchase price to be paid by City for the County Property is Ten Dollars (\$10.00).
- 2.3 The purchase price for the City Property and the County Property (exclusive of closing adjustments, costs, and expenses as provided by this Agreement) shall be payable in immediately available funds and shall be delivered to the respective party at the Closing.

## 3. Survey and Examination of Title Evidence.

- 3.1 Survey. County may obtain, in its sole discretion and at its sole cost and expense, a survey of the City Property by a registered surveyor. City may obtain, in its sole discretion and at its sole cost and expense, a survey of the County Property by a registered Florida surveyor. If the surveyor discloses encroachments on either the County Property or the City Property or that any improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable government regulations, the same shall constitute a title defect and the Parties shall be entitled to the remedies prescribed in Section 3.4 of this Agreement.
- 3.2 Title. Neither County nor City is obligated by the terms of this Agreement to provide evidence of title; however, both Parties reserve the right to secure such evidence of title as is satisfactory to the applicable Party, at that Party's expense, and to cause an examination of such evidence of title to be performed prior to Closing.
- 3.3 Environmental Site Assessment. County may obtain, in its sole discretion and at its sole cost and expense, an environmental site assessment for the

City Property. City may obtain, in its sole discretion and at its sole cost and expense, an environmental site assessment for the County Property.

3.4 Defects in Title and Environmental Contamination. Should the environmental site assessment or evidence of title or its examination reveal environmental contamination or defects or deficiencies in the title to the County Property or the City Property that would render title to either property unmarketable or uninsurable, the Parties agree to the following procedure:

- a. City Property Defects. If there is contamination, or a defect or deficiency related to the City Property, County will promptly notify City of such contamination, defect, or deficiency, and City will have the option to attempt to remedy any contamination or cure any defect or deficiency in title on or before the earlier of (i) the Closing Date, as defined in Section 4.1 or (ii) thirty (30) days after County notifies City of the contamination or defect or deficiency in title to the City Property ("City's Cure Period"). If City elects not to attempt to remedy such contamination or cure such title defects or deficiencies or if the contamination, defect, or deficiency cannot be remedied or cured during the City's Cure Period, then County shall have the option of either (i) accepting the City Property and title as it is then and close the transaction, or (ii) declaring this Agreement canceled, in which case each Party shall be relieved of any further obligations under this Agreement.
- b. County Property Defects. If there is contamination, or a defect or deficiency related to the County Property, City will promptly notify County of such contamination, defect, or deficiency, and County will have the option to attempt to remedy any contamination or cure any defect or deficiency in title on or before the earlier of (i) the Closing Date or (ii) thirty (30) days after City notifies County of the defect or deficiency in title to the County Property ("County's Cure Period"). If County elects not to attempt to remedy such contamination or to cure such title defects or deficiencies or if the contamination, defect or deficiency cannot be remedied or cured during the County's Cure Period, then City shall have the option of either (i) accepting the County Property and title as it is then and close the transaction, or (ii) declaring this Agreement canceled, in which case each Party shall be relieved of any further obligations under this Agreement.



4. Closing.

- 4.1 Time and Place. The Closing shall occur on or before ninety (90) days after the Effective Date, unless extended by County, acting through its County Administrator, and City, or pursuant to the terms of this Agreement (the "Closing Date"). The Closing shall be held at 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or at such other place as designated by County's Real Property Section.
- 4.2 Closing Expenses. At or before the Closing:
- a. City shall pay (i) the cost of recording the conveyance documents; (ii) the cost of recording any corrective instruments that may necessary to assure good and marketable title; and (iii) all other costs associated with the Closing, including closing costs of the title company handling the Closing.
  - b. County will not be responsible for any costs associated with the Closing, except as provided in Section 3.
  - c. Each Party shall bear the fees for its own brokers, attorneys, and consultants in connection with the Closing.
- 4.3 Delivery by County. At the Closing, County shall execute and/or deliver (as applicable) to City the following:
- a. A Quitclaim Deed conveying the County Property, in the form attached to this Agreement as **Exhibit C** ("Quitclaim Deed");
  - b. Appropriate evidence of County's existence and authority to sell and covey the County Property and purchase the City Property;
  - c. Possession of the County Property;
  - d. The payment of the purchase price, as described in Section 2.1, to City through immediately available funds; and
  - e. If requested, customary affidavits sufficient to establish that no mechanic's or material men's liens remain on the County Property and for a title insurer to delete any exceptions for parties in possession and mechanic's or material men's liens from County's title insurance policy (if obtained).

- 4.4 Delivery by City. At the Closing, City shall execute and/or deliver (as applicable) to County the following:
- a. A Special Warranty Deed conveying the City Property, in the form attached to this Agreement as **Exhibit D** ("Special Warranty Deed");
  - b. Appropriate evidence of City's authority to sell and convey the City's Property and purchase the County Property;
  - c. Possession of the City Property;
  - d. Any taxes due to the Broward County Records Taxes and Treasury Division ("RTT") or appropriate evidence that all current taxes prorated to the date of transfer of title, based on the current assessment and millage rates on the City Property, have been paid to the RTT;
  - e. The payment of the purchase price, as described in Section 2.2, to County through immediately available funds; and
  - f. If requested, customary affidavits sufficient to establish that no mechanic's lien or material men's liens remain on the City Property and for a title insurer to delete any exceptions for parties in possession and mechanic's liens and material men's liens from City's title insurance policy (if obtained).
- 4.5 Execution and Delivery of Closing Statement. At the Closing, in addition to any other documents required to be executed and delivered in counterparts by both Parties, City and County shall execute and deliver to each other separate closing statements accounting for the sums adjusted and disbursed at the Closing.
- 4.6 The acceptance of the Quitclaim Deed and the Special Warranty Deed by City and County, respectively, at the Closing shall discharge all of the Parties' obligations under this Agreement. There is no representation, warranty, or agreement (express or implied) of the Parties that shall survive the Closing, except for those that expressly survive the termination of this Agreement.

4.7 Prorations and Adjustments.

- a. Except as otherwise set forth herein, the following items shall be prorated, credited, debited, and adjusted between City and County as of 12:01 A.M. (Eastern Standard Time) on the Closing Date:

(1) Taxes and Special Assessment Liens. To the extent required by law, if the Closing occurs between January 1 and November 1, City shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the Broward County Records Taxes and Treasury Division an amount equal to the current taxes prorated to the date of transfer of title, based on the current assessment and millage rates for the City Property. All liens arising out of a special improvement or service by any city, town, municipal corporation, county, or other governmental entity pursuant to any general or special act of the legislature providing a special benefit to land abutting, adjoining, or contiguous to the special improvement ("Special Assessment Liens") shall be paid by County for the County Property and by City for the City Property prior to the Closing Date. City and County must respectively exhibit appropriate receipts, satisfactions, or releases proving payment of all Special Assessment Liens and of all delinquent taxes and assessments applicable to its respective property, including penalties and interest thereon, or in the alternative, City and County may cause such liens, taxes, and assessments to be satisfied out of the proceeds of the sale received at Closing.

(2) Real estate and personal property taxes (at the maximum discounted value) affecting, or related to, the City Property shall be prorated based on the most recent prior tax bill. At Closing, City shall satisfy all real estate taxes and assessments of record, if any, that are or that may become a lien against the City Property; and

(3) Water, sewer, electricity, gas, trash collection, and other utilities shall be determined by meter readings taken by the utilities as close to the Closing Date as shall be practicable, and the charges so determined shall be paid by County for the County Property and by City for the City Property by prompt remittance or deduction from any deposits made by the respective party.

- b. For purposes of calculating prorations, the party that will own the County Property or the City Property after the date of the Closing shall be deemed to be in title to the applicable property, and therefore entitled to the income and responsible for the expenses, for the entire day in which the Closing occurs.
  - c. All prorations shall be done on the basis of the actual number of days of ownership of the City Property by City and of the County Property by County, relative to the applicable period.
- 5. **“As-is” Condition.** The Parties accept the properties to be conveyed herein in their present physical condition, subject to any violation of governmental building, environmental, and safety codes, restrictions, or requirements. The Parties accept the personal property located at the respective property (if any), in its “as-is” condition, without representation as to quantity, quality, or any other matter.
- 6. **Tropical Storm or Hurricane Watch/Warning.** If Broward County, Florida, is under tropical storm or hurricane watch or warning at any time within five (5) calendar days before the Closing Date, the Parties shall be entitled to delay the Closing until a reasonable time after Broward County, Florida, is no longer under a tropical storm or hurricane watch or warning.
- 7. **Broker’s Commission.**
  - 7.1 City represents and warrants to County that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated in this Agreement. City shall have no obligation to fund or cause the funding of any commission or fee due to any broker acting on behalf of County. In addition, City shall indemnify, defend, and hold County harmless from any claim or demand for commissions made by or on behalf of any broker or agent of City in connection with the sale and purchase of the City Property.
  - 7.2 County represents and warrants to City that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated in this Agreement.
  - 7.3 The provisions of this Section 7 shall survive the Closing and termination of this Agreement.
- 8. **Miscellaneous.**
  - 8.1 **Notices.** For a notice to a Party to be effective under this Agreement, written notice must be sent via U.S. first-class mail, along with a

contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section 8.1.

Notice to County:  
County Administrator  
Governmental Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: bhenry@broward.org

With a copy to:  
Director of Real Property Section  
Governmental Center, Room 501  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: Imahoney@broward.org

Notice to City:  
Gregory P. Harrison, City Manager  
100 West Atlantic Blvd.  
Pompano Beach, Florida 33360  
Email: greg.harrison@copbfl.com

- 8.2 Amendments. No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of City and County.
- 8.3 Assignment. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by City or County without the prior written consent of the other Party and only by a document executed by the Parties with the same formality of equal dignity herewith.
- 8.4 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. Either Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or a modification of this Agreement. A waiver of any breach

of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

- 8.5 Third-Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third-party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third-party shall be entitled to assert a right or claim against either of them based upon this Agreement.
- 8.6 Time is of the Essence. Time is of the essence throughout this Agreement. In computing time periods of less than six (6) calendar days, Saturdays, Sundays, and state or national legal holidays shall be excluded. Any time period in this Agreement, which ends on a Saturday, Sunday, or a legal holiday, shall extend to 5:00 P.M. (Eastern Standard Time) of the next business day.
- 8.7 Compliance with Laws. City and County shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations when performing their respective duties, responsibilities, and obligations under this Agreement.
- 8.8 Severability. If any part of this Agreement is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect unless both City and County elect to terminate the Agreement. The election to terminate this Agreement pursuant to this Section 8.8 shall be made within seven (7) days after the court's finding becomes final.
- 8.9 Joint Preparation. This Agreement has been jointly prepared by the Parties, and it shall not be construed more strictly against either Party.
- 8.10 Prior Agreements. This Agreement represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

- 8.11 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of this Agreement, the provisions contained in this Agreement shall prevail and be given effect.
- 8.12 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.
- 8.13 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CITY AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- 8.14 Attorneys’ Fees. Each party shall bear its own attorneys’ fees in any litigation or proceeding arising under this Agreement.
- 8.15 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Public Health Unit.

- 8.16 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
- 8.17 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.
- 8.18 Counterparts. This Agreement may be executed in counterparts. Each executed counterpart will constitute an original document, and all of them, together, will constitute one and the same agreement. It shall not be necessary for every Party to sign each counterpart but only that each Party shall sign at least one such counterpart.

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



IN WITNESS WHEREOF, the Parties hereto have made and executed this Exchange Agreement, BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Agenda Item No. \_\_\_\_), and CITY OF POMPANO BEACH, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

By: \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

CC/mdw  
Pompano Beach Property Exchange  
07/16/2020  
#520342v6

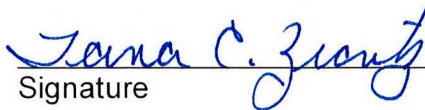
**PROPERTY EXCHANGE AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH**

CITY

WITNESSES:

  
\_\_\_\_\_  
Signature

JAYNE M. POST  
\_\_\_\_\_  
Print Name of Witness above

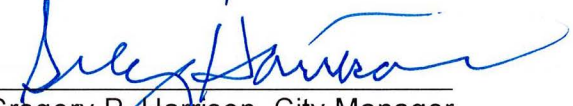
  
\_\_\_\_\_  
Signature

Tana C. Ziontz  
\_\_\_\_\_  
Print Name of Witness above

CITY OF POMPANO BEACH, FLORIDA

By   
\_\_\_\_\_  
Rex Hardin, Mayor

28 day of July, 2020

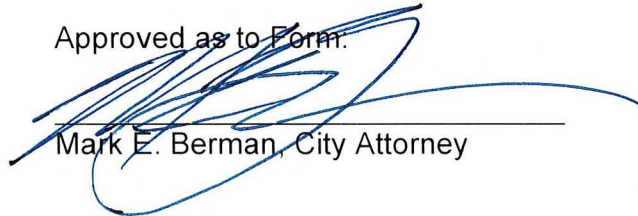
By   
\_\_\_\_\_  
Gregory P. Harrison, City Manager

28 day of July, 2020

Attest:

  
\_\_\_\_\_  
Asceleta Hammond, City Clerk

Approved as to Form:

  
\_\_\_\_\_  
Mark E. Berman, City Attorney

**[ACKNOWLEDGMENT ON THE FOLLOWING PAGE]**

**ACKNOWLEDGMENT**

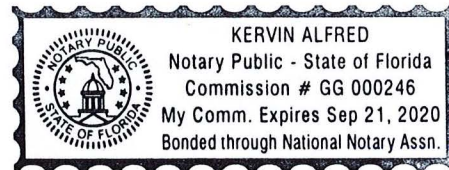
STATE OF FLORIDA            }  
  }  
COUNTY OF BROWARD        }

The foregoing instrument was acknowledged before me, **by means of**  **physical presence** or  **online notarization**, this 28 day of July, 2020, by **Rex Hardin** as Mayor, **Gregory P. Harrison** as City Manager, and **Asceleta Hammond** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation who are personally known to me.

  
\_\_\_\_\_  
NOTARY PUBLIC

Printed Name of Notary: Kervin Alfred  
Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

(Seal)



**EXHIBIT A**

Folio No.: A portion of Folio Number 4843-19-00-0240

Exhibit A

**LEGAL DESCRIPTION**

The West 24.13 feet of the South One-Half (S 1/2) of the Northeast One-Quarter (NE 1/4) of the Southwest One-Quarter (SW 1/4) of the Southwest One-Quarter (SW 1/4) of Section 19, Township 48 South, Range 43 East less the South 215.50 feet, described as follows:

BEGINNING at the Southwest (SW) corner of Parcel A, "DENNY'S OF POMPANO" according to the plat thereof, as recorded in Plat Book 86 at Page 13 of the Public Records of Broward County, Florida, run North 89°06'24" East along the southerly line of said Parcel A, 24.13 feet;

thence run South 01°11'53" East along a line lying 24.13 feet easterly and parallel to the easterly line of Block 5, "COLLIER MANOR ~ FIRST ADDITION" according to the plat thereof, as recorded in Plat Book 35 at Page 28 of the Public Records of Broward County Florida, 109.26 feet;

thence run South 89°03'58" West (Basis of Bearings) along a line lying 45.50 feet northerly and parallel to the northerly line of Parcel "A", SIRCO OF POMPANO according to the plat thereof, as recorded in Plat Book 154 at Page 43 of the Public Records of Broward County Florida, 24.13 feet to an intersection with the easterly line of said Block 5;

thence run North 01°11'53" West along the easterly line of Block 5, 109.28 feet to the POINT OF BEGINNING.

Said land situates, lying and being in the CITY OF POMPANO BEACH, Broward County, Florida, containing 0.0605 acres (2,637 square feet), more or less.



This item has been electronically signed and sealed with a Digital Signature by:

**NOTES:**

1. THIS SKETCH & LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE & SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
2. THIS SKETCH & LEGAL DESCRIPTION CONSISTS OF TWO SHEETS & IS NOT COMPLETE WITHOUT BOTH SHEETS.
3. THIS IS NOT A SURVEY.

Printed copies of this document are not considered signed and sealed and must be verified on any electronic copies.

**DAVID A. FRADLEY**  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA LICENSE NUMBER 3458

DATE: 7/16/2020

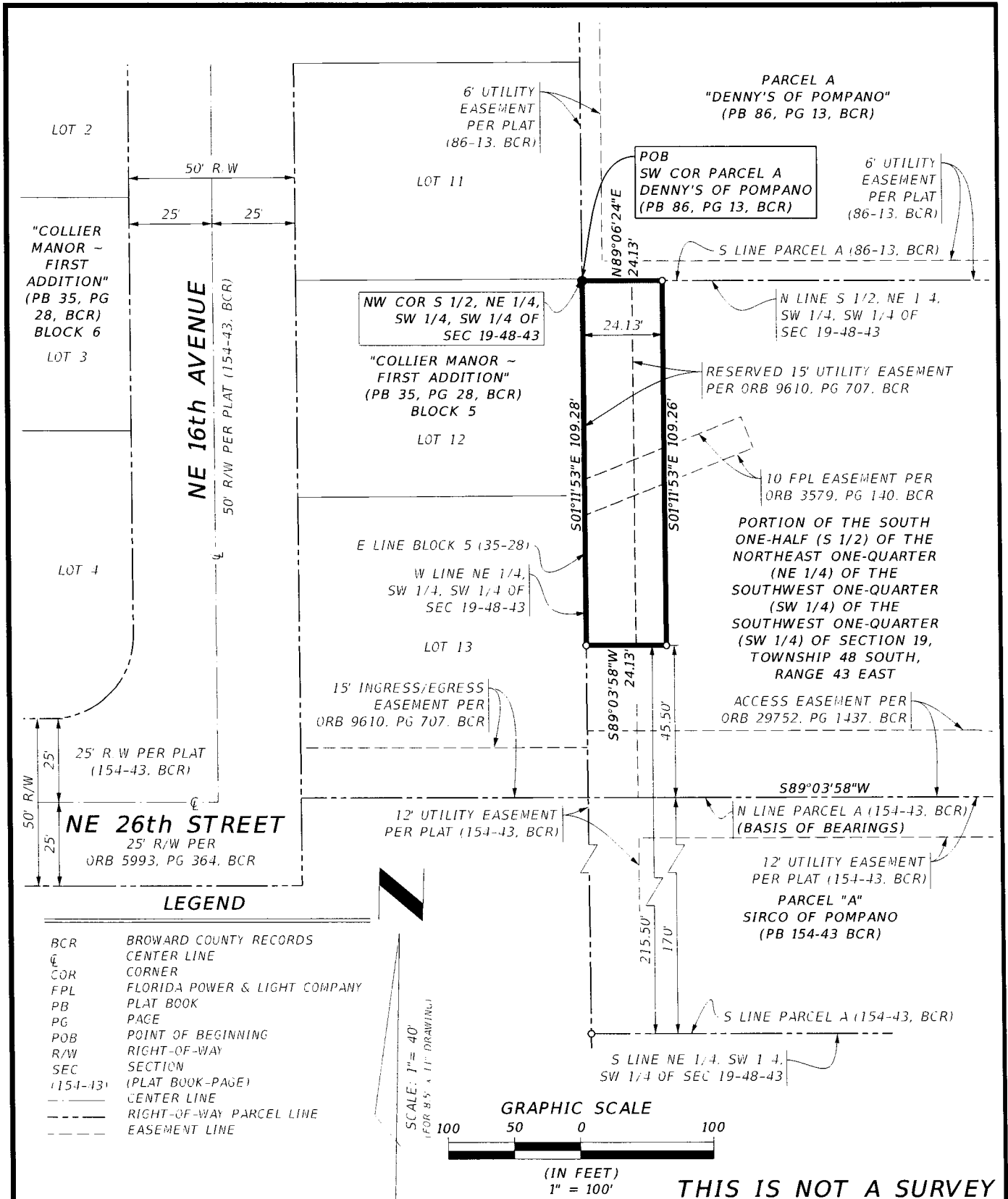
PORTION OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 19, TOWNSHIP 48 SOUTH, RANGE 43 EAST



**SKETCH & DESCRIPTION**

SKETCH: AMF	DATE: 06/20/20	PUBLISHED: 7/16/2020, 1:55:44 PM	
LEGAL: AMF	DATE: 06/20/20	PROJECT NUMBER	SHEET
CHECKED: DAF	DATE: 06/29/20	W20010	SHEET 1

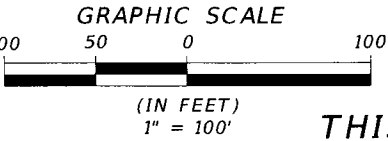
Exhibit A



**LEGEND**

BCR	BROWARD COUNTY RECORDS
CL	CENTER LINE
COR	CORNER
FPL	FLORIDA POWER & LIGHT COMPANY
PB	PLAT BOOK
PG	PAGE
POB	POINT OF BEGINNING
R/W	RIGHT-OF-WAY
SEC	SECTION
(154-43)	(PLAT BOOK-PAGE)
---	CENTER LINE
---	RIGHT-OF-WAY PARCEL LINE
---	EASEMENT LINE

SCALE: 1" = 40'  
(FOR 8.5" x 11" DRAWING)



**THIS IS NOT A SURVEY**

PORTION OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 19, TOWNSHIP 48 SOUTH, RANGE 43 EAST

**WINNINGHAM & FRADLEY, INC.**  
ENGINEERS • PLANNERS • SURVEYORS  
111 N.E. 44th STREET • OAKLAND PARK, FL 33334  
352.777.4400 • FAX 352.777.2788 • PB 00029995 • LA 00029995

**SKETCH & DESCRIPTION**

SKETCH: AWF	DATE: 06/20/20	PUBLISHED: 7/16/2020, 1:55:45 PM
LEGAL: AWF	DATE: 06/20/20	PROJECT NUMBER
CHECKED: DAF	DATE: 06/29/20	W20010

SHEET	SHEET
W20010	SHEET 2

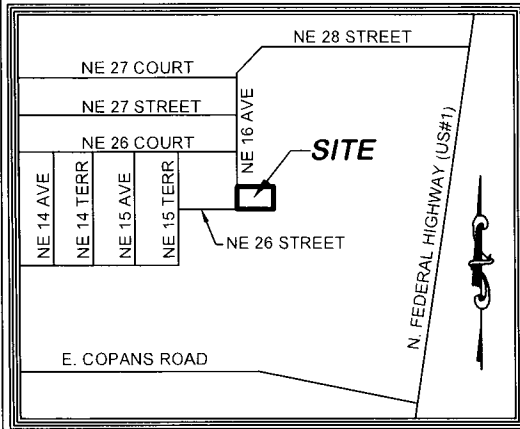
**EXHIBIT B**

Folio No.: A portion of Folio Number 4842-24-08-0610

Exhibit B

FOR: CITY OF POMPANO BEACH

SKETCH AND DESCRIPTION  
PARCEL TO BE CONVEYED TO  
THE CITY OF POMPANO BEACH



LOCATION SKETCH  
(NOT TO SCALE)

**LEGAL DESCRIPTION:**

THE SOUTH 45.50 FEET OF LOT 13, BLOCK 5, "COLLIER MANOR—FIRST ADDITION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGE 28 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA. CONTAINING 3,936 SQUARE FEET OR 0.090 ACRES MORE OR LESS.

**NOTES:**

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE EAST RIGHT OF WAY LINE FOR N.E. 16th AVENUE, AS SHOWN ON "COLLIER MANOR FIRST ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGE 28, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH IS ASSUMED TO BEAR NORTH 01°36'47" WEST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.  
LICENSED BUSINESS NUMBER #271

**LEGEND**

- B.C.R. BROWARD COUNTY RECORD
- O.R.B. OFFICAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- R/W RIGHT-OF-WAY

RAYMOND YOUNG  
PROFESSIONAL SURVEYOR AND MAPPER NO 5799  
STATE OF FLORIDA

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

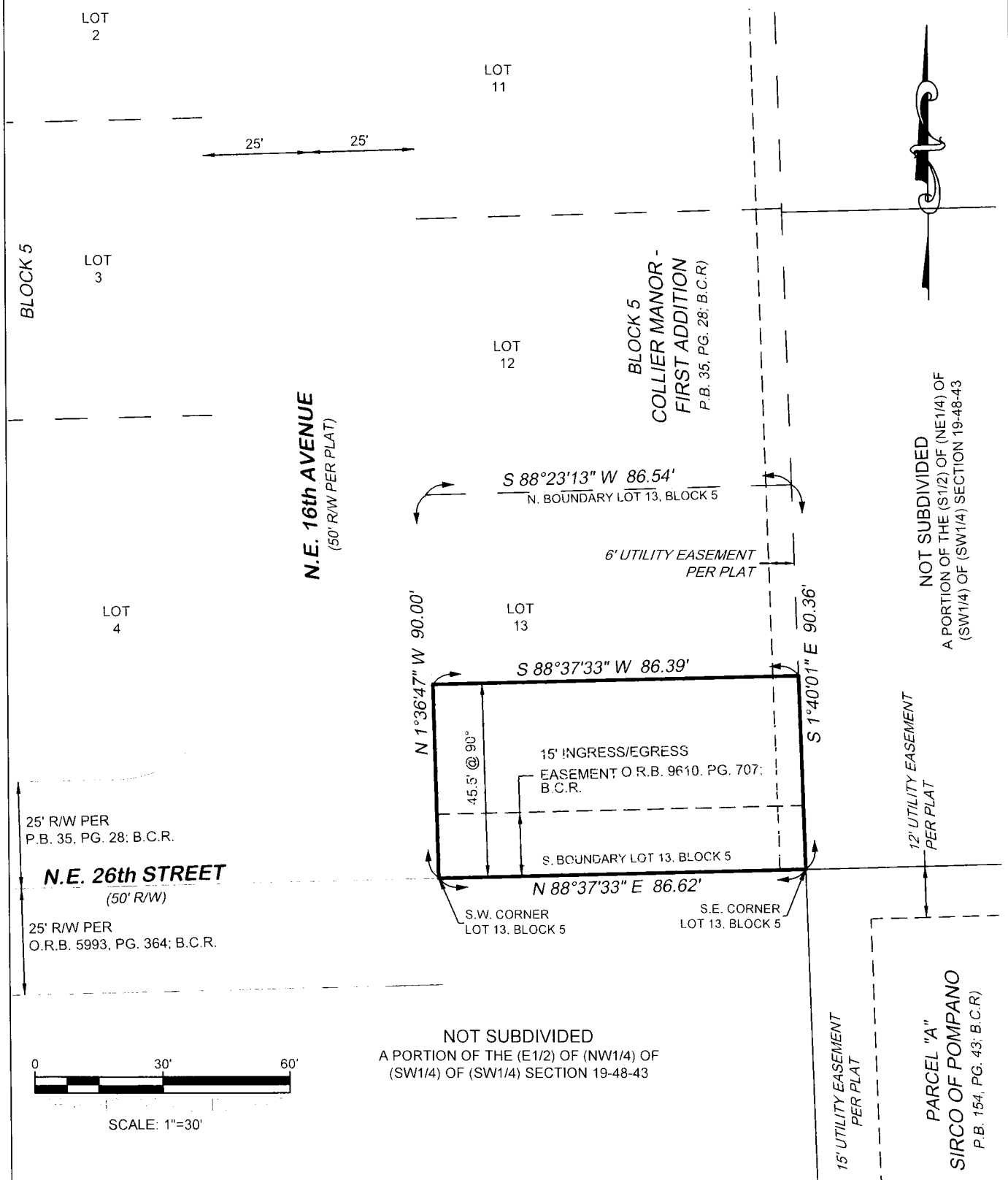
R:\SURVEY\2014\14-0011-001-03-MPS-226\DRAWINGS\14-0011-001-03-SD\_SOUTH PORTION

<p>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.</p> <p>The undersigned and CRAVEN-THOMPSON &amp; ASSOCIATES, INC. make no representations or guarantees as 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 matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.</p>	<p>UPDATES and/or REVISIONS</p>	<p>DATE</p>	<p>BY</p>	<p>CK'D</p>
	<p>1. REVISE PER COUNTY COMMENTS</p>	<p>6/30/20</p>	<p>RY</p>	<p>RY</p>
	<p>2. PLOT INGRESS/EGRESS EASEMENT</p>	<p>7/16/20</p>	<p>RY</p>	<p>RY</p>
<p><b>CRAVEN • THOMPSON &amp; ASSOCIATES, INC.</b> ENGINEERS • PLANNERS • SURVEYOR'S 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING &amp; MAPPING BUSINESS No. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON &amp; ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2020</p>	<p>JOB NO.: 14-0011-001-03</p>	<p>SHEET 1 OF 2 SHEETS</p>		
	<p>DRAWN BY: RY</p>	<p>F.B. N/A</p>	<p>PG. N/A</p>	
	<p>CHECKED BY: AS</p>	<p>DATED: 06-29-20</p>		



Exhibit B

PARCEL TO BE CONVEYED TO CITY OF POMPANO BEACH



R:\SURVEY\2014\14-0011-001-03-MPS-226\DRAWINGS\14-0011-001-03-SD\_SOUTH PORTION

**CRAVEN • THOMPSON & ASSOCIATES, INC.**  
ENGINEERS PLANNERS SURVEYOR'S  
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  
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL  
NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2020

JOB NO.: 14-0011-001-03	SHEET 2 OF 2 SHEETS
DRAWN BY: RY	F.B. N/A PG. N/A
CHECKED BY: AS	DATED: 06-29-20

**EXHIBIT C**

Return recorded copy to:  
Broward County Facilities Management Division  
Real Property Section  
115 South Andrews Avenue, Room 501  
Fort Lauderdale, Florida 33301

This document was prepared by  
and approved as to form by:  
Claudia Capdesuner  
Broward County Attorney's Office  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301

Folio No. \_\_\_\_\_

**QUITCLAIM DEED**

(Pursuant to Sections 125.411 and 125.37, Florida Statutes)

THIS QUITCLAIM DEED, made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Broward County, a political subdivision of the State of Florida (the "Grantor"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and City of Pompano Beach, Florida, a municipal corporation of the State of Florida (the "Grantee"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060.

(The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and their heirs, personal representatives, successors, and assigns of such parties.)

**WITNESSETH:**

That Grantor, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim unto Grantee, its successors and assigns, forever, all of Grantor's rights, title, and interest, if any, in and to the following described lands, lying and being in Broward County, Florida, to wit:

**See legal description provided in Exhibit A, attached to 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 of the estate, right, title, interest, lien, equity, and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behalf of the said Grantee forever.

**THIS CONVEYANCE IS SUBJECT TO** all zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government

easements and rights of way and other matters of record; and real estate taxes for this year 2020 and all subsequent years.

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor or Vice-Mayor of said Board, the day and year aforesaid.

GRANTOR

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

By \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

By: \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

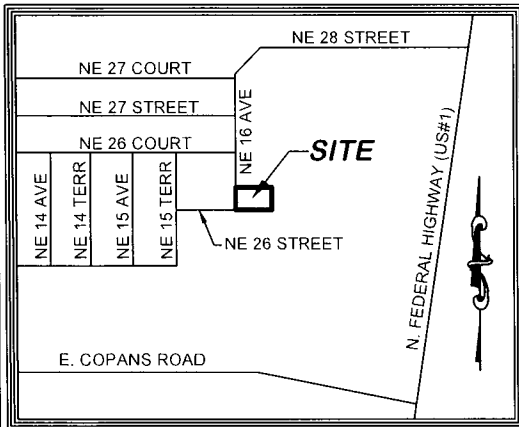
**Exhibit A to Quitclaim Deed**

Folio No.: A portion of Folio Number 4842-24-08-0610

Exhibit A

FOR: CITY OF POMPANO BEACH

SKETCH AND DESCRIPTION  
PARCEL TO BE CONVEYED TO  
THE CITY OF POMPANO BEACH



**LOCATION SKETCH**  
(NOT TO SCALE)

**LEGAL DESCRIPTION:**

THE SOUTH 45.50 FEET OF LOT 13, BLOCK 5, "COLLIER MANOR—FIRST ADDITION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGE 28 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA. CONTAINING 3,936 SQUARE FEET OR 0.090 ACRES MORE OR LESS.

**NOTES:**

BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING AND ARE REFERENCED TO THE EAST RIGHT OF WAY LINE FOR N.E. 16th AVENUE, AS SHOWN ON "COLLIER MANOR FIRST ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGE 28, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH IS ASSUMED TO BEAR NORTH 01°36'47" WEST.

THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY, CONFORMS TO THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

GRAVEN THOMPSON & ASSOCIATES, INC.  
LICENSED BUSINESS NUMBER #271

**LEGEND**

- B.C.R. BROWARD COUNTY RECORD
- O.R.B. OFFICAL RECORD BOOK
- P.B. PLAT BOOK
- PG. PAGE
- R/W RIGHT-OF-WAY

RAYMOND YOUNG  
PROFESSIONAL SURVEYOR AND MAPPER NO 5799  
STATE OF FLORIDA

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17.061 & 5J-17.062 FLORIDA ADMINISTRATIVE CODE.

R:\SURVEY\2014\14-0011-001-03-MPS-226\DRAWINGS\14-0011-001-03-SD\_SOUTH PORTION


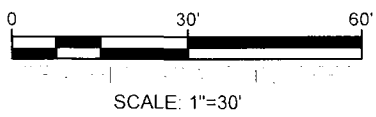
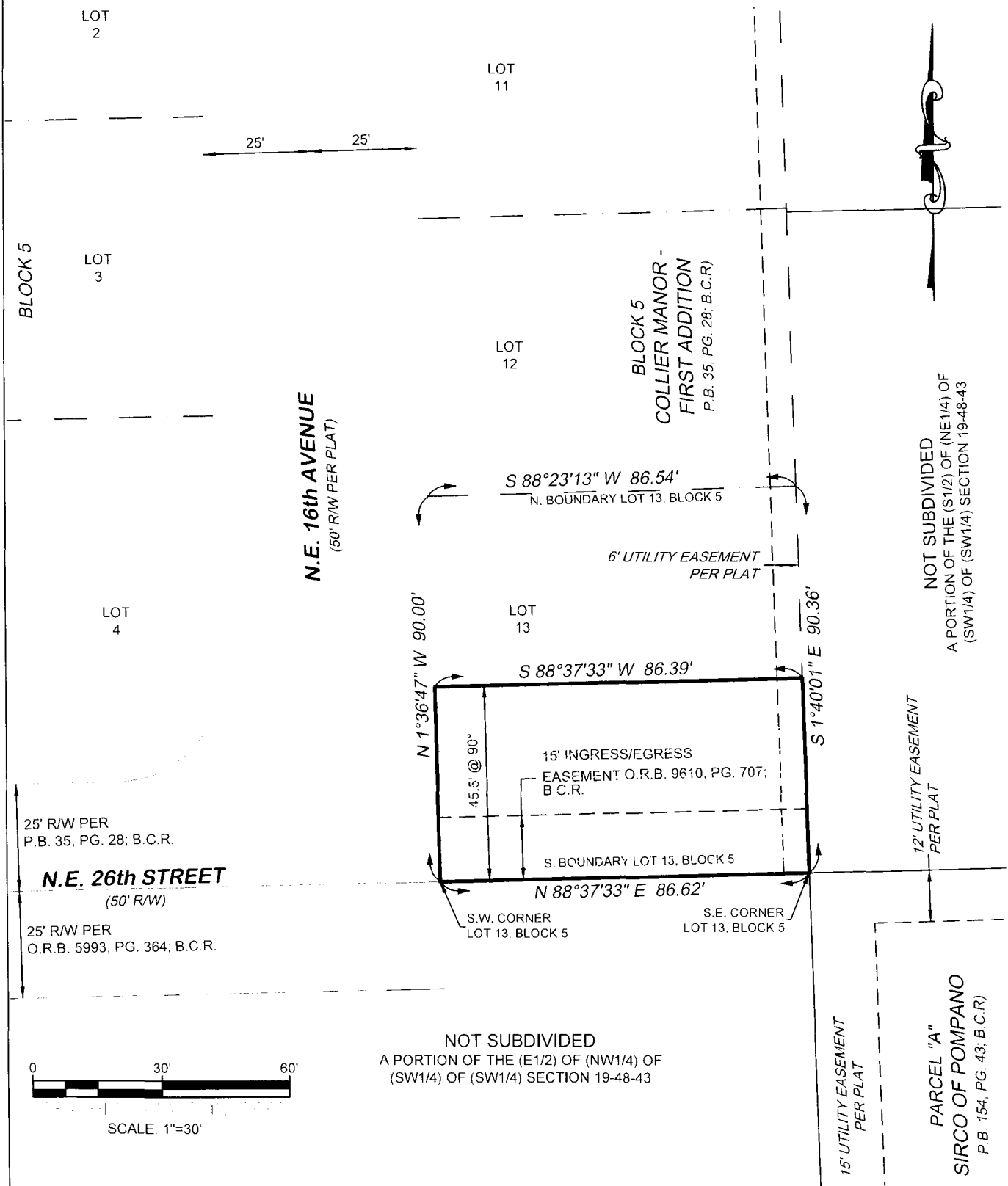
<p>THIS IS <u>NOT</u> A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.</p> <p>The undersigned and CRAVEN-THOMPSON &amp; ASSOCIATES, INC. make no representations or guarantees as 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 matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.</p>	<p>UPDATES and/or REVISIONS</p>		DATE	BY	CK'D
	1. REVISE PER COUNTY COMMENTS		6/30/20	RY	RY
	2. PLOT INGRESS/EGRESS EASEMENT		7/16/20	RY	RY
 <p><b>CRAVEN • THOMPSON &amp; ASSOCIATES, INC.</b> ENGINEERS • PLANNERS • SURVEYOR'S 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING &amp; MAPPING BUSINESS No. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON &amp; ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2020</p>	JOB NO.: 14-0011-001-03		SHEET 1 OF 2 SHEETS		
	DRAWN BY: RY		F.B. N/A PG. N/A		
	CHECKED BY: AS		DATED: 06-29-20		

Exhibit A

PARCEL TO BE CONVEYED TO CITY OF POMPANO BEACH



NOT SUBDIVIDED  
A PORTION OF THE (E1/2) OF (NW1/4) OF  
(SW1/4) OF (SW1/4) SECTION 19-48-43

R:\SURVEY\2014\14-0011-001-03-MPS-226\DRAWINGS\14-0011-001-03-SD\_SOUTH PORTION

<p><b>Craven • Thompson &amp; Associates, Inc.</b> ENGINEERS • PLANNERS • SURVEYOR'S 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING &amp; MAPPING BUSINESS No. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON &amp; ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2020</p>	JOB NO.: 14-0011-001-03	SHEET 2 OF 2 SHEETS
	DRAWN BY: RY	F.B. N/A PG. N/A
	CHECKED BY: AS	DATED: 06-29-20

**EXHIBIT D**

Return recorded copy to:  
Broward County Facilities Management Division  
Real Property Section  
115 South Andrews Avenue, Room 501  
Fort Lauderdale, Florida 33301

This document was prepared by  
and approved as to form by:  
Claudia Capdesuner  
Broward County Attorney's Office  
115 South Andrews Avenue, Room 423  
Fort Lauderdale, Florida 33301

Folio No. \_\_\_\_\_

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED, is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, from City of Pompano Beach, a municipal corporation of the State of Florida ("Grantor"), whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, to Broward County, a political subdivision of the State of Florida ("Grantee"), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter called "Grantee." (Wherever used herein the terms "Grantor" and "Grantee" shall indicate both singular and plural, as the context requires).

**WITNESSETH:**

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey, and confirm to Grantee and Grantee's successors and assigns forever, all the right, title, interest, claim, and demand in the following described real property situate, lying, and being in the County of Broward, State of Florida (the "Property"), to wit:

**See Exhibit A, attached to and made a part hereof.**

**Together** with all improvements and fixtures thereon and all the tenements hereditaments, easements, and appurtenances thereto belonging or in anywise appertaining.

**To have and to hold** the Property in fee simple forever.

**And** Grantor hereby covenants with Grantee that the Property is free from all encumbrances made by Grantor, and Grantor does bind Grantor, and its successors and assigns, to warrant and forever defend the title to the Property to the Grantee, against every person lawfully claiming the Property, or any part thereof, by, through, or under the Grantor, but none others.

**Subject to** all zoning rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein; existing public purpose utility and government easements and rights of way and all other matters of record; and real estate taxes for this year 2020 and all subsequent years.

**IN WITNESS WHEREOF**, Grantor has caused this Special Warranty Deed to be executed and its seal to be affixed the day and year first above written.

Signed, sealed, and delivered in the presence of:

GRANTOR

WITNESSES:

CITY OF POMPANO BEACH, FLORIDA

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Rex Hardin, Mayor

\_\_\_\_\_  
Print Name of Witness above

\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Gregory P. Harrison, City Manager

\_\_\_\_\_  
Print Name of Witness above

\_\_ day of \_\_\_\_\_, 20\_\_

Attest:

\_\_\_\_\_  
Asceleta Hammond, City Clerk

Approved as to Form:

\_\_\_\_\_  
Mark E. Berman, City Attorney

**[ACKNOWLEDGMENT ON THE FOLLOWING PAGE]**



**ACKNOWLEDGMENT**

STATE OF FLORIDA            }  
  }  
COUNTY OF BROWARD        }

The foregoing instrument was acknowledged before me, **by means of**  **physical presence** or  **online notarization**, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Rex Hardin** as Mayor, **Gregory P. Harrison** as City Manager, and **Asceleta Hammond** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation who are personally known to me.

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name of Notary: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

(Seal)

**Exhibit A to Special Warranty Deed**

Folio No.: A portion of Folio Number 4843-19-00-0240

Exhibit A

**LEGAL DESCRIPTION**

The West 24.13 feet of the South One-Half (S 1/2) of the Northeast One-Quarter (NE 1/4) of the Southwest One-Quarter (SW 1/4) of the Southwest One-Quarter (SW 1/4) of Section 19, Township 48 South, Range 43 East less the South 215.50 feet, described as follows:

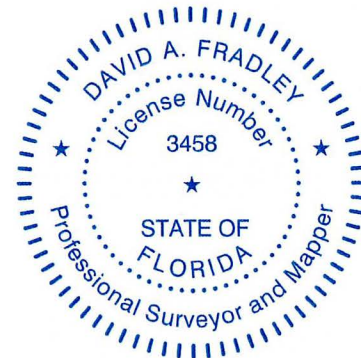
BEGINNING at the Southwest (SW) corner of Parcel A, "DENNY'S OF POMPANO" according to the plat thereof, as recorded in Plat Book 86 at Page 13 of the Public Records of Broward County, Florida, run North 89°06'24" East along the southerly line of said Parcel A, 24.13 feet;

thence run South 01°11'53" East along a line lying 24.13 feet easterly and parallel to the easterly line of Block 5, "COLLIER MANOR ~ FIRST ADDITION" according to the plat thereof, as recorded in Plat Book 35 at Page 28 of the Public Records of Broward County Florida, 109.26 feet;

thence run South 89°03'58" West (Basis of Bearings) along a line lying 45.50 feet northerly and parallel to the northerly line of Parcel "A", SIRCO OF POMPANO according to the plat thereof, as recorded in Plat Book 154 at Page 43 of the Public Records of Broward County Florida, 24.13 feet to an intersection with the easterly line of said Block 5;

thence run North 01°11'53" West along the easterly line of Block 5, 109.28 feet to the POINT OF BEGINNING.

Said land situates, lying and being in the CITY OF POMPANO BEACH, Broward County, Florida, containing 0.0605 acres (2,637 square feet), more or less.



This item has been electronically signed and sealed with a Digital Signature by:

**NOTES:**

1. THIS SKETCH & LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE & SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.
2. THIS SKETCH & LEGAL DESCRIPTION CONSISTS OF TWO SHEETS & IS NOT COMPLETE WITHOUT BOTH SHEETS.
3. THIS IS NOT A SURVEY.

Printed copies of this document are not considered signed and sealed and must be verified on any electronic copies.

**DAVID A. FRADLEY**  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA LICENSE NUMBER 3458

DATE: 7/16/2020

PORTION OF THE SOUTH ONE-HALF (S 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 19, TOWNSHIP 48 SOUTH, RANGE 43 EAST



**SKETCH & DESCRIPTION**

SKETCH: AMF	DATE: 06/20/20	PUBLISHED: 7/16/2020,1:55:44 PM	
LEGAL: AMF	DATE: 06/20/20	PROJECT NUMBER	SHEET
CHECKED: DAF	DATE: 06/29/20	W20010	SHEET 1

Exhibit A

