

PROPOSED

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE COUNTY TO CONVEY CERTAIN REAL PROPERTY TO BROWARD PARTNERSHIP FOR THE HOMELESS, INC., PURSUANT TO SECTION 125.38, FLORIDA STATUTES; DETERMINING THAT THE PROPERTY IS NOT NEEDED FOR COUNTY PURPOSES; DETERMINING THAT THE USE STATED HEREIN PROMOTES THE PUBLIC OR COMMUNITY INTEREST AND WELFARE; AUTHORIZING THE EXECUTION OF A QUIT CLAIM DEED AND EASEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Broward County ("County") owns certain real property ("Property"), as more particularly described in Exhibit A to the Quit Claim Deed ("Quit Claim Deed") attached hereto and made a part hereof as Attachment 1;

WHEREAS, Section 125.38, Florida Statutes, states that if an "organization not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property owned by any county. . . then the organization. . . may apply to the board of county commissioners for conveyance or lease of such property" and "[s]uch board, if satisfied that such property is required for such use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant";

WHEREAS, Broward Partnership for the Homeless, Inc. ("BPHI"), a not-for-profit corporation, has made an application to purchase the Property to develop a 138 housing unit development for rental housing for individuals earning up to 80% of the area median

24 income with a portion set aside for permanent supportive housing for persons who are
25 formerly homeless or may be considered at risk of becoming homeless ("Stated
26 Purpose"), and BPHI has agreed to execute the Declaration of Covenants and
27 Restrictions attached hereto as Attachment 2 ("DCR");

28 WHEREAS, the Board of County Commissioners of Broward County, Florida
29 ("Board"), has determined that conveyance of the Property serves a public purpose and
30 is in the best interest of the County;

31 WHEREAS, in order to develop the Property for the Stated Purpose, BPHI will
32 need to obtain a change in zoning for the Property from the City of Pompano Beach;

33 WHEREAS, to facilitate the development of the Property for the Stated Purpose,
34 BPHI has also requested an easement from the County across the adjacent County-
35 owned parcel occupied by the North Homeless Assistance Center ("North HAC Parcel")
36 for drainage, utilities, and access to and from the Property as more particularly described
37 in Attachment 3 ("BPHI Easement"), that the County and BPHI enter into a Development
38 Agreement to establish certain obligations related to BPHI's proposed development of the
39 Property ("Development Agreement"), and that the County execute the Declaration of
40 Unity of Control in the form attached hereto as Attachment 4 (Declaration of Unity"); and

41 WHEREAS, the Board wishes to convey the Property to BPHI on the terms
42 provided herein and subject to BPHI providing sufficient legal evidence that BPHI has
43 obtained the zoning approval from the City of Pompano Beach, and further subject to
44 BPHI executing the DCR and certain additional easements in favor of the County as more
45 particularly described in Exhibit B to the Quit Claim Deed ("County Easements"), NOW,
46 THEREFORE,

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

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

Section 2. The Board finds that BPHI's proposed use of the Property for the Stated Purpose promotes the public or community interest and welfare.

Section 3. The Board finds that the Property is not needed for County purposes and is required for the use proposed by BPHI.

Section 4. The Board hereby authorizes the conveyance of the Property and the BPHI Easement to BPHI for the sum of One Dollar (\$1.00), subject to:

- a. BPHI providing sufficient evidence that BPHI has obtained the zoning approval from the City of Pompano Beach required for the proposed development on the Property for the Stated Purpose; and
- b. the execution by BPHI of the County Easements, Declaration of Unity, Development Agreement, and DCR.

Section 5. The Board hereby authorizes the County Administrator to execute the Quit Claim Deed in the form attached hereto as Attachment 1, the BPHI Easement in the form attached hereto as Attachment 3, the Declaration of Unity in the form attached hereto as Attachment 4, and the Development Agreement in the form attached hereto as Attachment 5, subject to and upon BPHI meeting all of the conditions specified in Section 4 immediately above.

Section 6. The Board authorizes the acceptance of the County Easements in the form attached as Exhibit B to the Quit Claim Deed.

Section 7. The Quit Claim Deed, BPHI Easement, County Easements, Declaration of Unity, and DCR shall be recorded in the Official Record of Broward County, Florida.

Section 8. Severability.

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

Section 9. Effective Date.

This Resolution is effective upon adoption.

ADOPTED this day of , 2022. **PROPOSED**

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

By: /s/ Reno V. Pierre 11/03/2022
Reno V. Pierre (date)
Assistant County Attorney

By: /s/ Annika E. Ashton 11/03/2022
Annika E. Ashton (date)
Deputy County Attorney

RVP/sr
BPHI North HAC Reso
11/03/2022

Attachment 1

Return recorded copy to:
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

This document prepared by
and approved as to form by:
Reno V. Pierre, Esq.
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio #:

QUITCLAIM DEED

THIS QUITCLAIM DEED, made the _____ day of _____, 2022, by **Broward County**, a political subdivision of the state of Florida (the "Grantor"), whose address is 115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301, and **Broward Partnership for the Homeless, Inc.**, a Florida not for profit corporation (the "Grantee"), whose address is 920 Northwest 7th Avenue, Fort Lauderdale, Florida 33311.

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

W I T N E S S E T H:

That Grantor, for and in consideration of ONE DOLLARS (\$1.00) and other valuable considerations paid by Grantee, 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 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:

1. All matters of record including, but not limited to, any matter shown on the plat, public purpose utility and government easements, and rights of way.
2. All zoning rules, regulations, and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Property conveyed herein.
3. All unpaid taxes for the year 2022, and all subsequent years.
4. The Declaration of Covenants and Restrictions recorded simultaneously herewith.
5. The Easements in favor of Grantor, as more particularly described in Exhibit B, attached hereto and made part hereof, recorded simultaneously herewith.
6. **THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING REVERTER CLAUSE:**

a. Conditions of Reverter.

- i. In the event Grantee fails to obtain approval for Housing Credit funding by the Florida Housing Finance Corporation for the construction of a multifamily affordable housing development on the Property ("Funding Approval") by December 31, 2028, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that it has exercised due diligence and reviewed the official records of Broward County to determine whether Grantee has obtained said Funding Approval. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor as a matter of law and pursuant to this reverter clause. The adequacy of said Funding Approval shall be at the sole discretion of Grantor.
- ii. Further, in the event Grantee fails to complete the construction of multifamily rental housing units on the Property within One Hundred Twenty (120) months after the date of this Deed transferring this Property to Grantee, Grantor, through its County Administrator, or designee, may prepare and record an affidavit reciting that it has exercised due diligence and reviewed the official records of Broward County to determine whether a final Certificate of Occupancy has been issued for subject Property and that no final Certificate of Occupancy has been issued. Upon recording of said affidavit in the public records of Broward County, title shall automatically revert to Grantor

as a matter of law and pursuant to this reverter clause

- b. Grantor and Grantee acknowledge that the preparation and recordation of the foregoing affidavit shall be conclusive evidence upon which any party may rely that the condition of the reverter has occurred and that title reverts to Grantor.
- c. Grantor may, in its sole discretion, waive any or all of the reverter conditions contained in the abovementioned reverter clauses for an additional specified period of time to be determined by Grantor if Grantor finds it necessary to extend the time frame in which Grantee must obtain the Funding Approval, and final Certificate of Occupancy. Such waiver by Grantor, to be effective, must (i) be given prior to the event of the reverter and (ii) shall be evidenced by the preparation and recordation of an affidavit (the "Waiver Affidavit") executed by the County Administrator, or designee, giving such waiver and specifying the new time frame in which Grantee must obtain the Funding Approval, and Certificate of Occupancy. The recordation of the Waiver Affidavit by Grantor shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver.
- d. The terms "Grantor" and "Grantee" as used herein shall refer to the respective parties, and the heirs, personal representatives, successors, and assigns of such parties.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Grantor, **BROWARD COUNTY**, has caused these presents to be executed in its name by and through its Board of County Commissioners signing by and through its County Administrator, the day and year aforesaid, authorized to execute same by Board action on the ____ day of _____, 20__ (Board Agenda Item #____).

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero
County Administrator

____ day of _____, 20__

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

By _____
Reno V. Pierre (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

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 _____, as _____ of Broward County, a political subdivision of Florida, ☐ who is personally known to me or ☐ who has produced _____ as identification.

Notary Public:

Signature: _____

Print Name: _____

State of Florida
My Commission Expires: _____
Commission Number: _____

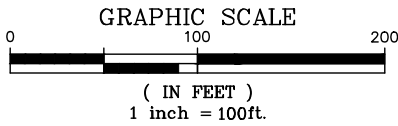
(Notary Seal)

EXHIBIT A
LEGAL DESCRIPTION

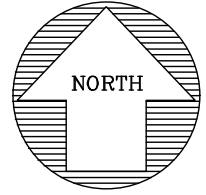
SKETCH AND DESCRIPTION

**SURVEY PROJECT
NO. 2023-010**

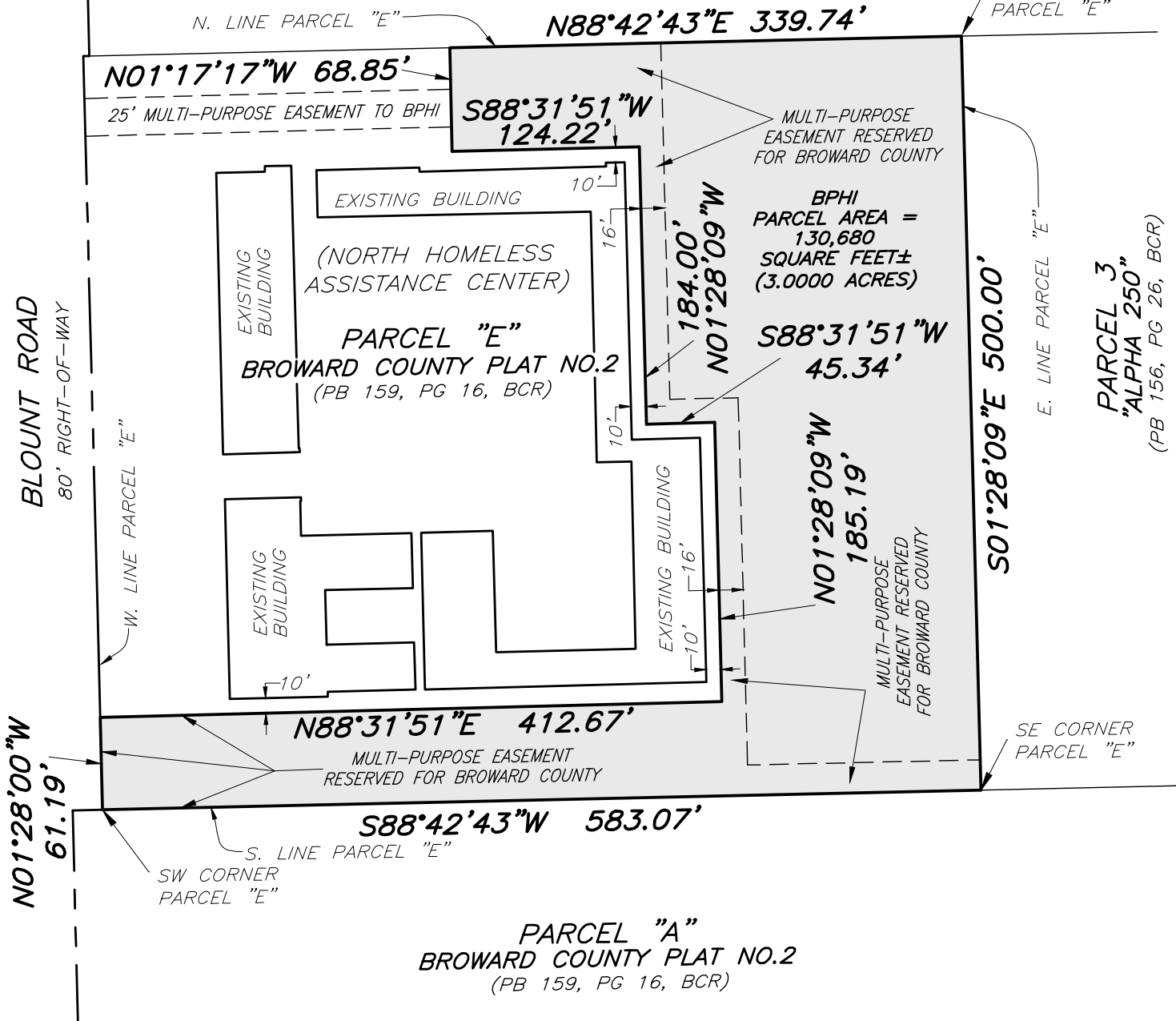
"3 ACRE PARCEL"
PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPAÑO BEACH



**PARCEL 2
"ALPHA 250"**
(PB 156, PG 26, BCR)



**POINT OF
BEGINNING**
NE CORNER
PARCEL "E"



SHEET 1 OF 4

SEE SHEET 3 OF 4 FOR LEGAL DESCRIPTION AND SHEET 4 OF 4 FOR NOTES AND CERTIFICATION, ATTACHED HERETO AND MADE A PART THEREOF..

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

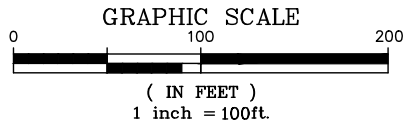
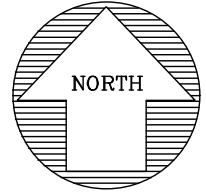
1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION

"COUNTY MULTI-PURPOSE EASEMENT OVER 3 ACRE PARCEL"
PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPAÑO BEACH

**SURVEY PROJECT
NO. 2023-010**



**PARCEL 2
"ALPHA 250"**
(PB 156, PG 26, BCR)

**POINT OF
COMMENCEMENT**
NE CORNER
PARCEL "E"

**POINT OF
BEGINNING**

S88°42'43"W
199.73'

N. LINE
PARCEL "E"

N88°42'43"E

140.00'

25' MULTI-PURPOSE EASEMENT TO BPHI

S88°31'51"W
124.22'

N01°17'17"W 68.85'

MULTI-PURPOSE
EASEMENT AREA =
45,856
SQUARE FEET±
(1.0527 ACRES±)

EXISTING BUILDING

(NORTH HOMELESS
ASSISTANCE CENTER)

PARCEL "E"
BROWARD COUNTY PLAT NO.2
(PB 159, PG 16, BCR)

BLOUNT ROAD
80' RIGHT-OF-WAY

EXISTING
BUILDING

EXISTING
BUILDING

EXISTING
BUILDING

S88°31'51"W
45.34'

N88°31'51"E
45.34'

N01°28'09"W 184.00'
N01°28'09"W 185.19'
S01°28'09"E 243.73'

E. LINE PARCEL "E"

**PARCEL 3
"ALPHA 250"**
(PB 156, PG 26, BCR)

S01°28'09"E
20.00'

SE CORNER
PARCEL "E"

N88°42'43"E
154.39'

N88°31'51"E 412.67'

MULTI-PURPOSE EASEMENT
RESERVED FOR BROWARD COUNTY

S88°42'43"W 583.07'

S. LINE PARCEL "E"
SW CORNER
PARCEL "E"

N01°28'00"W
61.19'

PARCEL "A"
BROWARD COUNTY PLAT NO.2
(PB 159, PG 16, BCR)

SHEET 2 OF 4

SEE SHEET 3 OF 4 FOR LEGAL DESCRIPTION AND SHEET 4 OF 4 FOR NOTES AND CERTIFICATION, ATTACHED HERETO AND MADE A PART THEREOF..

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION

"3 ACRE PARCEL"

PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH

**SURVEY PROJECT
NO. 2023-010**

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL E OF THE "BROWARD COUNTY PLAT NO. 2",
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 16 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PARCEL E; THENCE SOUTH 01°28'09" EAST, ALONG THE
EAST LINE OF PARCEL E, FOR 500.00 FEET TO THE SOUTHEAST CORNER OF PARCEL E; THENCE
SOUTH 88°42'43" WEST, ALONG THE SOUTH LINE OF PARCEL E, FOR 583.07 FEET TO THE
SOUTHWEST CORNER OF PARCEL E; THENCE NORTH 01°28'00" WEST, ALONG THE WEST LINE OF
PARCEL E, FOR 61.19 FEET; THENCE NORTH 88°31'51" EAST FOR 412.67 FEET; THENCE NORTH
01°28'09" WEST FOR 185.19 FEET; THENCE SOUTH 88°31'51" WEST FOR 45.34 FEET; THENCE
NORTH 01°28'09" WEST FOR 184.00 FEET; THENCE SOUTH 88°31'51" WEST FOR 124.22 FEET;
THENCE NORTH 01°17'17" WEST FOR 68.85 FEET TO A POINT ON THE NORTH LINE OF PARCEL E;
THENCE NORTH 88°42'43" EAST, ALONG THE NORTH LINE OF PARCEL E, FOR 339.74 FEET TO THE
POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF POMPANO BEACH, BROWARD COUNTY,
FLORIDA AND CONTAINING 130,680 SQUARE FEET (3.0000 ACRES) , MORE OR LESS.

RESERVING A MULTI-PURPOSE EASEMENT OVER A PORTION OF THE ABOVE DESCRIBED PARCEL,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL E; THENCE SOUTH 88°42'43" WEST,
ALONG THE NORTH LINE OF PARCEL E, FOR 199.73 FEET TO THE POINT OF BEGINNING; THENCE
SOUTH 01°28'09" EAST FOR 236.41 FEET; THENCE NORTH 88°31'51" EAST FOR 45.34 FEET;
THENCE SOUTH 01°28'09" EAST FOR 243.73 FEET; THENCE NORTH 88°42'43" EAST FOR 154.39
FEET TO A POINT ON THE EAST LINE OF PARCEL E; THENCE SOUTH 01°28'09" EAST, ALONG THE
EAST LINE OF PARCEL E, FOR 20.00 FEET TO THE SOUTHEAST CORNER OF PARCEL E; THENCE
SOUTH 88°42'43" WEST, ALONG THE SOUTH LINE OF PARCEL E, FOR 583.07 FEET TO THE
SOUTHWEST CORNER OF PARCEL E; THENCE NORTH 01°28'00" WEST, ALONG THE WEST LINE OF
PARCEL E, FOR 61.19 FEET; THENCE NORTH 88°31'51" EAST FOR 412.67 FEET; THENCE NORTH
01°28'09" WEST FOR 185.19 FEET; THENCE SOUTH 88°31'51" WEST FOR 45.34 FEET; THENCE
NORTH 01°28'09" WEST FOR 184.00 FEET; THENCE SOUTH 88°31'51" WEST FOR 124.22 FEET;
THENCE NORTH 01°17'17" WEST FOR 68.85 FEET TO A POINT ON THE NORTH LINE OF PARCEL E;
THENCE NORTH 88°42'43" EAST, ALONG THE NORTH LINE OF PARCEL E, FOR 140.00 FEET TO THE
POINT OF BEGINNING.

CONTAINING 45,856 SQUARE FEET (1.0527 ACRES), MORE OR LESS.

SEE SHEETS 1 THROUGH 2 OF 4 FOR SKETCHES OF DESCRIPTIONS; SEE SHEET 4 OF 4 FOR LEGEND, NOTES, AND CERTIFICATION;
ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 3 OF 4

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 – PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION

"3 ACRE PARCEL"

PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH

**SURVEY PROJECT
NO. 2023-010**

LEGEND

R/W - RIGHT-OF-WAY

ORB - OFFICIAL RECORD BOOK

PB - PLAT BOOK

PG - PAGE

BCR - BROWARD COUNTY RECORDS

BPHI - BROWARD PARTNERSHIP
FOR THE HOMELESS, INC.

SURVEYOR'S NOTES

- 1) THE LAND "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE REVIEWING SURVEYOR BASED ON THE INSTRUCTIONS FROM THE BROWARD COUNTY REAL PROPERTY SECTION.
- 2) BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF PARCEL "E" ACCORDING TO THE PLAT OF "BROWARD COUNTY PLAT NO.2", SAID LINE BEARS N 88°42'43" E AS SHOWN THEREON.
- 3) SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION:
 - a. PLAT OF "BROWARD COUNTY PLAT NO. 2", AS RECORDED IN PLAT BOOK 156, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 - b. PLAT OF "ALPHA 250", AS RECORDED IN PLAT BOOK 156, PAGE 26, BROWARD COUNTY PUBLIC RECORDS.
 - c. ALTA/NSPS LAND TITLE SURVEY PREPARED BY MILLER LEGG, DATED AND SIGNED AUGUST 16, 2021.

SEE SHEETS 1 THROUGH 2 OF 4 FOR SKETCHES OF DESCRIPTIONS; SEE SHEET 3 OF 4 FOR DESCRIPTION; ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 4 OF 4

CERTIFICATE

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND DO NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE REQUIREMENTS OF THE STANDARDS OF PRACTICE SET FORTH UNDER RULE 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

No. 5695

NOT VALID WITHOUT THE SIGNATURE AND
THE RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

PROFESSIONAL SURVEYOR AND MAPPER #5695, STATE OF FLORIDA
ERIC B AUGUSTO

DATE OF SKETCH
11/1/2022

DRAWN BY
M.N./EBA

CHECKED BY
EBA

MANAGER
EBA

SKETCH NO.
2023-010 LEGAL V2.DWG

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

**EXHIBIT B
EASEMENTS**

Return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

Prepared by:
Reno V. Pierre
Assistant County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio/Parcel ID #:

EASEMENT

This Easement is given by **BROWARD PARTNERSHIP FOR THE HOMELESS, INC.**, a Florida not for profit corporation, ("Grantor"), whose principal address is 920 Northwest 7th Avenue, Fort Lauderdale, Florida 33311, in favor of the **BROWARD COUNTY**, a political subdivision of the state of Florida ("Grantee"), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

(Wherever used herein the terms, "Grantor" and "Grantee" shall include heirs, legal representatives, successors, and assigns).

RECITALS

- A. Grantor is the fee simple owner of the following property located in Broward County, Florida (the "Property"):

See Exhibit A with accompanying sketch of description attached hereto and made a part hereof.

- B. Grantee is owner of the Broward County North Homeless Assistance Center ("North HAC") and surrounding property, which is adjacent to the Property and Grantee has conveyed the Property to Grantor subject to this Easement.
- C. Grantee desires a nonexclusive and perpetual easement on, over, across, under, and through the Easement Area, as defined in Section 2, for the purpose of constructing, installing, maintaining, repairing, and rebuilding underground drainage facilities ("Drainage Easement"); ingress, egress, and access to and from the Grantee's property and parking for the North HAC ("Parking and Access Easement"); and installing utilities lines, wastewater pipes and/or any other water and wastewater installations that may be required to provide telephone/fiber optic service, electricity, water supply service or wastewater service, and other utilities to and from Grantee's property ("Utility Easement").

- D. The Drainage Easement, Parking and Access Easement, and Utility Easement are hereafter referred to collectively as the "Easement."
- E. Grantor is willing to grant the Easement to Grantee subject to the terms and conditions herein.

Now, therefore, for and in consideration of the mutual terms and conditions contained herein, the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor does hereby declare as follows:

1. **Recitals.** The recitals set forth above are true and accurate, and fully incorporated by this reference herein.
2. **Easement Area.** Grantor hereby grants unto Grantee, its licensees, agents, and independent contractors, successors, and assigns the Easement on, over, under, across, and through a portion of the Property, as more particularly described in **Exhibit A**, attached hereto and made part hereof, together with any incidental or necessary appurtenances thereto ("Easement Area"). The Easement shall include the right of ingress and egress over the Property for the purpose of accessing the Easement Area.
3. **Grantor's Use of the Property.** Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement. Grantor agrees that no obstructions that would interfere or restrict Grantee's use of the Easement or Easement Area shall be placed in the Property without Grantee's prior consent.
4. **Maintenance of Drainage Easement.** After installation of underground drainage equipment in the Easement Area, whether by Grantor or Grantee, Grantor shall be responsible for the maintenance of any such equipment on the Property and Grantee shall be responsible for maintenance of any such equipment on Grantee's Property.
5. **Amendments.** This Easement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
6. **Binding Effect.** This Easement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.
7. **Jurisdiction, Law, and Venue.** This Easement shall be interpreted and construed in accordance with our 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 Easement, and any action involved 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 Easement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.

8. **Recording.** Grantee, at its own expense, is required to record this fully executed Easement in its entirety in the Official Records of Broward County, Florida.

[SIGNATURES ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the undersigned below has made and executed this Easement on the respective date under its signature and certifies that he/she has the authority to execute this Easement.

GRANTOR

WITNESSES:

BROWARD PARTNERSHIP FOR THE
HOMELESS, INC., a Florida not-for-profit
corporation

Signature of Witness 1

By: _____

Print Name of Witness 1

Print Name: _____

Title: _____

Signature of Witness 2

_____ day of _____, 20____

Print Name of Witness 2

ACKNOWLEDGEMENT

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____, of Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation, [] who is personally known to me or [] who has produced _____ as identification.

(SEAL)

Signature: Notary Public, State of Florida

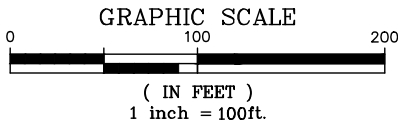
Name of Notary Typed, Printed or Stamped

EXHIBIT A
DESCRIPTION OF EASEMENT

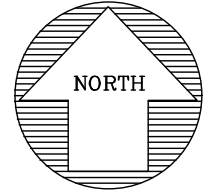
SKETCH AND DESCRIPTION

**SURVEY PROJECT
NO. 2023-010**

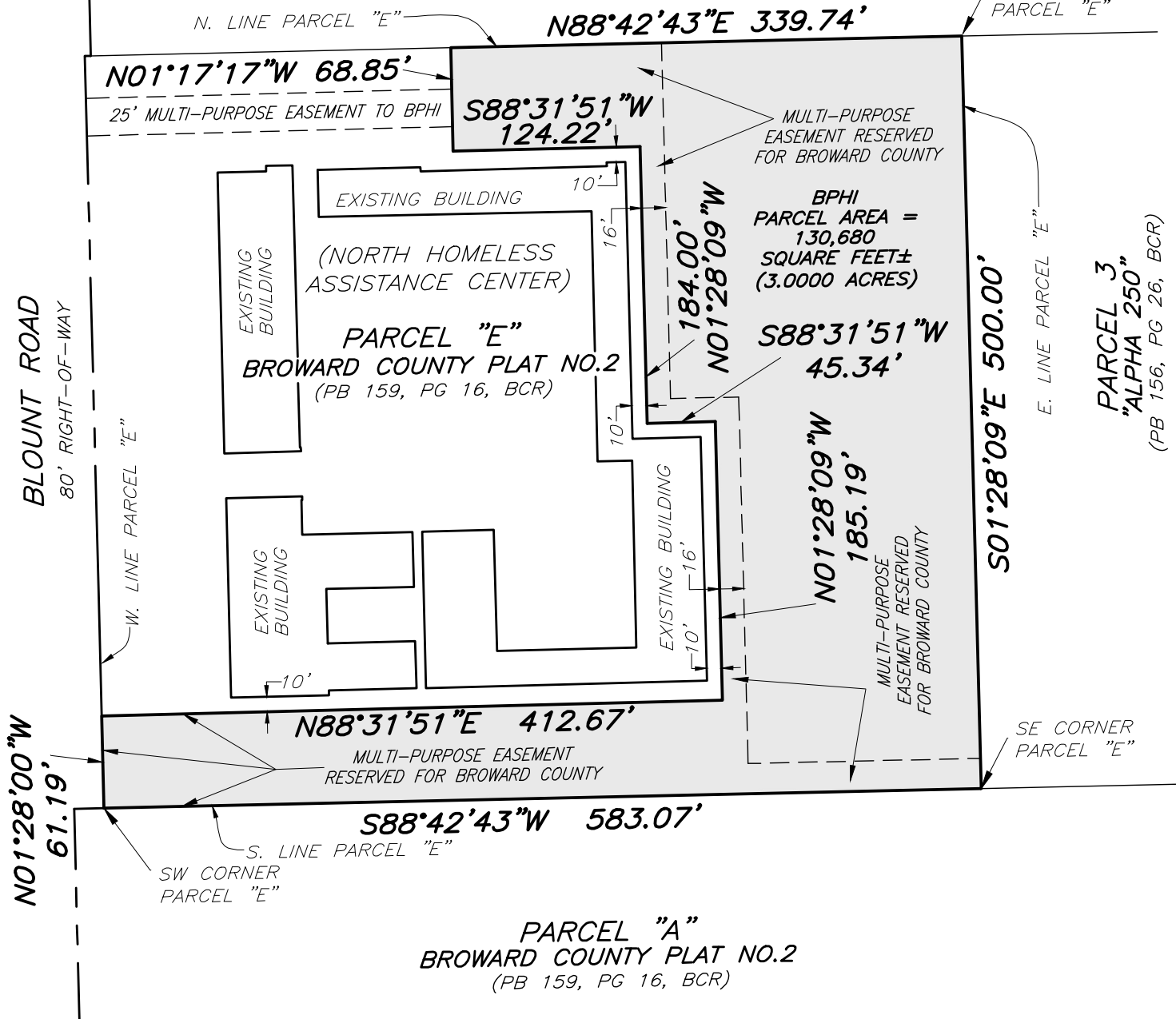
"3 ACRE PARCEL"
PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPAÑO BEACH



**PARCEL 2
"ALPHA 250"**
(PB 156, PG 26, BCR)



**POINT OF
BEGINNING**
(NE CORNER
PARCEL "E")



SHEET 1 OF 4

SEE SHEET 3 OF 4 FOR LEGAL DESCRIPTION AND SHEET 4 OF 4 FOR NOTES AND CERTIFICATION, ATTACHED HERETO AND MADE A PART THEREOF..

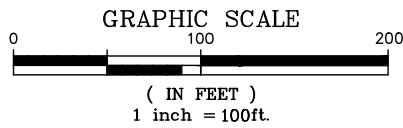
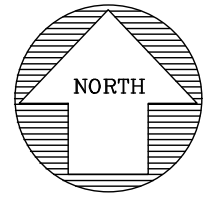
HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION

"COUNTY MULTI-PURPOSE EASEMENT OVER 3 ACRE PARCEL"
PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH



**PARCEL 2
"ALPHA 250"**
(PB 156, PG 26, BCR)

**POINT OF
COMMENCEMENT**
NE CORNER
PARCEL "E"

**POINT OF
BEGINNING**

S88°42'43"W
199.73'

N. LINE
PARCEL "E"

N88°42'43"E

140.00'

25' MULTI-PURPOSE EASEMENT TO BPHI

S88°31'51"W
124.22'

N01°17'17"W 68.85'

MULTI-PURPOSE
EASEMENT AREA =
45,856
SQUARE FEET±
(1.0527 ACRES±)

EXISTING BUILDING

(NORTH HOMELESS
ASSISTANCE CENTER)

PARCEL "E"
BROWARD COUNTY PLAT NO.2
(PB 159, PG 16, BCR)

BLOUNT ROAD
80' RIGHT-OF-WAY

EXISTING
BUILDING

EXISTING
BUILDING

EXISTING
BUILDING

S88°31'51"W
45.34'

N01°28'00"W
61.19'

W. LINE PARCEL "E"

N88°31'51"E 412.67'

MULTI-PURPOSE EASEMENT
RESERVED FOR BROWARD COUNTY

S88°42'43"W 583.07'

S. LINE PARCEL "E"
SW CORNER
PARCEL "E"

PARCEL "A"
BROWARD COUNTY PLAT NO.2
(PB 159, PG 16, BCR)

N88°31'51"E
45.34'

S01°28'09"E 236.41'
N01°28'09"W 184.00'

N01°28'09"W
185.19'

S01°28'09"E 243.73'

N88°42'43"E
154.39'

S01°28'09"E
20.00'

SE CORNER
PARCEL "E"

E. LINE PARCEL "E"

**PARCEL 3
"ALPHA 250"**
(PB 156, PG 26, BCR)

SKETCH AND DESCRIPTION

"3 ACRE PARCEL"

PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH

**SURVEY PROJECT
NO. 2023-010**

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL E OF THE "BROWARD COUNTY PLAT NO. 2",
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 16 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PARCEL E; THENCE SOUTH 01°28'09" EAST, ALONG THE
EAST LINE OF PARCEL E, FOR 500.00 FEET TO THE SOUTHEAST CORNER OF PARCEL E; THENCE
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01°28'09" WEST FOR 185.19 FEET; THENCE SOUTH 88°31'51" WEST FOR 45.34 FEET; THENCE
NORTH 01°28'09" WEST FOR 184.00 FEET; THENCE SOUTH 88°31'51" WEST FOR 124.22 FEET;
THENCE NORTH 01°17'17" WEST FOR 68.85 FEET TO A POINT ON THE NORTH LINE OF PARCEL E;
THENCE NORTH 88°42'43" EAST, ALONG THE NORTH LINE OF PARCEL E, FOR 339.74 FEET TO THE
POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF POMPANO BEACH, BROWARD COUNTY,
FLORIDA AND CONTAINING 130,680 SQUARE FEET (3.0000 ACRES) , MORE OR LESS.

RESERVING A MULTI-PURPOSE EASEMENT OVER A PORTION OF THE ABOVE DESCRIBED PARCEL,
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COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL E; THENCE SOUTH 88°42'43" WEST,
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THENCE NORTH 88°42'43" EAST, ALONG THE NORTH LINE OF PARCEL E, FOR 140.00 FEET TO THE
POINT OF BEGINNING.

CONTAINING 45,856 SQUARE FEET (1.0527 ACRES), MORE OR LESS.

SEE SHEETS 1 THROUGH 2 OF 4 FOR SKETCHES OF DESCRIPTIONS; SEE SHEET 4 OF 4 FOR LEGEND, NOTES, AND CERTIFICATION;
ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 3 OF 4

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 – PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION

"3 ACRE PARCEL"

PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH

**SURVEY PROJECT
NO. 2023-010**

LEGEND

R/W - RIGHT-OF-WAY

ORB - OFFICIAL RECORD BOOK

PB - PLAT BOOK

PG - PAGE

BCR - BROWARD COUNTY RECORDS

BPHI - BROWARD PARTNERSHIP
FOR THE HOMELESS, INC.

SURVEYOR'S NOTES

- 1) THE LAND "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE REVIEWING SURVEYOR BASED ON THE INSTRUCTIONS FROM THE BROWARD COUNTY REAL PROPERTY SECTION.
- 2) BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF PARCEL "E" ACCORDING TO THE PLAT OF "BROWARD COUNTY PLAT NO.2", SAID LINE BEARS N 88°42'43" E AS SHOWN THEREON.
- 3) SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION:
 - a. PLAT OF "BROWARD COUNTY PLAT NO. 2", AS RECORDED IN PLAT BOOK 156, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 - b. PLAT OF "ALPHA 250", AS RECORDED IN PLAT BOOK 156, PAGE 26, BROWARD COUNTY PUBLIC RECORDS.
 - c. ALTA/NSPS LAND TITLE SURVEY PREPARED BY MILLER LEGG, DATED AND SIGNED AUGUST 16, 2021.

SEE SHEETS 1 THROUGH 2 OF 4 FOR SKETCHES OF DESCRIPTIONS; SEE SHEET 3 OF 4 FOR DESCRIPTION; ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 4 OF 4

CERTIFICATE

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND DO NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE REQUIREMENTS OF THE STANDARDS OF PRACTICE SET FORTH UNDER RULE 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

No. 5695

NOT VALID WITHOUT THE SIGNATURE AND
THE RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

PROFESSIONAL SURVEYOR AND MAPPER #5695, STATE OF FLORIDA
ERIC B AUGUSTO

DATE OF SKETCH
11/1/2022

DRAWN BY
M.N./EBA

CHECKED BY
EBA

MANAGER
EBA

SKETCH NO.
2023-010 LEGAL V2.DWG

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

Record and return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

Prepared by:
Reno V. Pierre, Assistant County Attorney
Office of the County Attorney
Broward County, Florida
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions ("Declaration") is made this ____ day of _____, _____, by Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation, and its successors and assigns ("Owner").

W I T N E S S E T H:

- A. Owner is the fee title owner of the parcel of real property located in Broward County, Florida, as described on Exhibit A, attached hereto and made a part hereof ("Property").
- B. The Property was conveyed to Owner by Broward County, a political subdivision of the State of Florida ("County"), for nominal consideration subject to the covenants, restrictions, and other requirements as set forth in this Declaration.
- C. Owner and the County desire to ensure that the Property is and shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved subject to certain covenants, restrictions, and other requirements, as set forth in this Declaration.

NOW, THEREFORE, the Owner declares that the Property and any portion thereof shall be held, transferred, sold, conveyed, leased, mortgaged, used, and improved only subject to these covenants and restrictions, which run in favor of County, and other requirements, all as set forth in this Declaration.

- 1. The foregoing recitations are true and correct and are hereby incorporated herein by this reference.
- 2. Restrictive Covenants. The Property shall be used solely for the purpose of developing rental housing for individuals earning up to 80% of the area median income ("AMI") with a portion set aside for permanent supportive housing for formerly homeless persons and/or persons who may be considered at risk of becoming homeless.

3. County is the beneficiary of these covenants and restrictions and, as such, County may enforce these covenants and restrictions by action at law or in equity, including, without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or entity violating or attempting to violate the terms of these covenants and restrictions. In any enforcement action in which the County prevails, County shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts. Any forbearance on behalf of the County to exercise its rights in the event of the failure of Owner to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the County's rights hereunder in the event of any subsequent failure of the Declarant to comply. In addition, County shall have the right to audit Owner's books and records related to the Property to ensure Owner's use of the Property complies with this Declaration.
4. No waiver, modification, or termination of this Declaration shall be effective unless contained in a written document executed in the manner required by Paragraph 5. Any waiver shall be applicable only to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition, or provision contained in this document is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, restriction, condition, or provision herein contained, all of which shall remain in full force and effect. This document shall be construed in accordance with the laws of Florida, and venue for any dispute over its terms shall be Broward County, Florida.
5. If Owner desires to use the Property, or any portion thereof, for any use other than those permitted hereby, or desires to modify or terminate any of these covenants and restrictions, Owner may apply to County for an amendment or termination of these covenants and restrictions as to the particular affected portion of the Property. It shall be within the sole discretion of the Broward County Board of County Commissioners (the "Board") whether to modify or terminate these covenants and restrictions as to any portion of the Property, because Owner accepted these covenants and restrictions as a condition of the conveyance of the Property as an inducement to County to convey title. Any such amendment or termination shall be approved by the Board and apply only to such portion of the Property that is specifically referenced in the amendment or termination.
6. Owner shall record this Declaration in the Public Records of Broward County, Florida.
7. This Declaration is effective upon recordation in the Public Records of Broward County, Florida.

DECLARATION OF COVENANTS AND RESTRICTIONS

IN WITNESS WHEREOF, this DECLARATION OF COVENANTS AND RESTRICTIONS is executed by Broward Partnership for the Homeless, Inc., signing by and through its _____, authorized to execute same on the _____ day of _____, 20____.

OWNER

WITNESSES:

BROWARD PARTNERSHIP FOR THE HOMELESS, INC., a Florida not-for-profit corporation

Signature of Witness 1

By: _____

Print Name of Witness 1

Print Name: _____

Title: _____

Signature of Witness 2

_____ day of _____, 20____

Print Name of Witness 2

ACKNOWLEDGEMENT

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____, _____ of Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation, [] who is personally known to me or [] who has produced _____ as identification.

(SEAL)

Signature: Notary Public, State of Florida

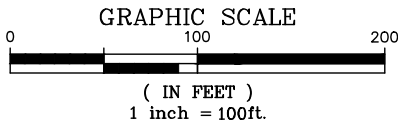
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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

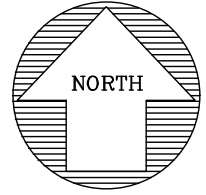
SKETCH AND DESCRIPTION

**SURVEY PROJECT
NO. 2023-010**

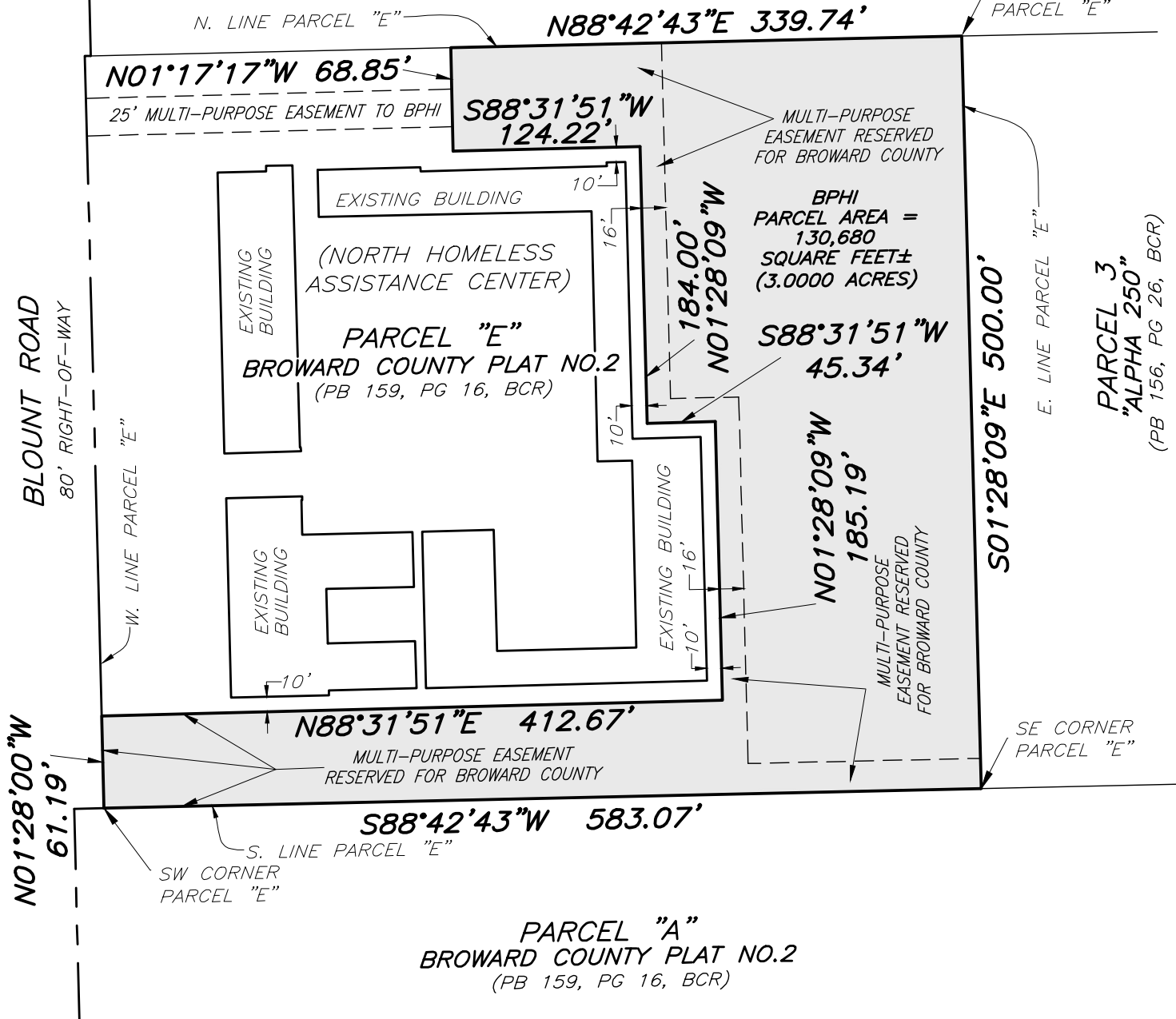
"3 ACRE PARCEL"
PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPAÑO BEACH



**PARCEL 2
"ALPHA 250"**
(PB 156, PG 26, BCR)



**POINT OF
BEGINNING**
(NE CORNER
PARCEL "E")



SHEET 1 OF 4

SEE SHEET 3 OF 4 FOR LEGAL DESCRIPTION AND SHEET 4 OF 4 FOR NOTES AND CERTIFICATION, ATTACHED HERETO AND MADE A PART THEREOF..

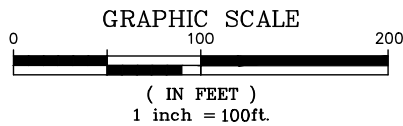
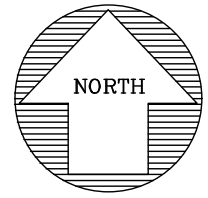
HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

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SKETCH AND DESCRIPTION

"COUNTY MULTI-PURPOSE EASEMENT OVER 3 ACRE PARCEL"
PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH



**PARCEL 2
"ALPHA 250"**
(PB 156, PG 26, BCR)

**POINT OF
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NE CORNER
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**POINT OF
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S88°42'43"W
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PARCEL "E"

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EASEMENT AREA =
45,856
SQUARE FEET±
(1.0527 ACRES±)

EXISTING BUILDING

(NORTH HOMELESS
ASSISTANCE CENTER)

PARCEL "E"
BROWARD COUNTY PLAT NO.2
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BLOUNT ROAD
80' RIGHT-OF-WAY

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EXISTING
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S88°31'51"W
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W. LINE PARCEL "E"

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PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
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SHEET 3 OF 4

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 — PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION

"3 ACRE PARCEL"

PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH

**SURVEY PROJECT
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R/W - RIGHT-OF-WAY

ORB - OFFICIAL RECORD BOOK

PB - PLAT BOOK

PG - PAGE

BCR - BROWARD COUNTY RECORDS

BPHI - BROWARD PARTNERSHIP
FOR THE HOMELESS, INC.

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No. 5695

NOT VALID WITHOUT THE SIGNATURE AND
THE RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

PROFESSIONAL SURVEYOR AND MAPPER #5695, STATE OF FLORIDA
ERIC B AUGUSTO

DATE OF SKETCH
11/1/2022

DRAWN BY
M.N./EBA

CHECKED BY
EBA

MANAGER
EBA

SKETCH NO.
2023-010 LEGAL V2.DWG

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

Return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

Prepared by:
Reno V. Pierre
Assistant County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301

Folio/Parcel ID #:

EASEMENT

This Easement is given by **BROWARD COUNTY**, a political subdivision of the State of Florida, ("Grantor"), whose address is Broward County Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, in favor of **BROWARD PARTNERSHIP FOR THE HOMESLESS, INC.**, a Florida not for profit corporation ("Grantee"), whose principal address is 920 Northwest 7th Avenue, Fort Lauderdale, Florida 33311. Grantor and Grantee are hereinafter referred to collectively as the "Parties," and individually referred to as a "Party."

(Wherever used herein the terms, "Grantor" and "Grantee" shall include heirs, legal representatives, successors, and assigns).

RECITALS

- A. Grantor is the fee simple owner of the following property located in Broward County, Florida (the "Property"):

See Exhibit A with accompanying sketch of description attached hereto and made a part hereof.

- B. Grantee owns certain real property adjacent to the Property, as more particularly described in **Exhibit B**, attached hereto and made part hereof ("Grantee Property").
- C. Grantee desires a nonexclusive and perpetual easement on, over, across, and through the Easement Area, as defined in Section 2, for the purpose of ingress, egress, and access to and from the Grantee Property ("Access Easement"); constructing , installing, maintaining, repairing, and rebuilding underground drainage facilities ("Drainage Easement"); and installing utilities lines, wastewater pipes and/or any other water and wastewater installations that may be required to provide telephone/fiber optic service, electricity, water supply service or wastewater service, and other utilities to and from Grantee's property ("Utility Easement").

- D. The Access Easement, Drainage Easement, and Utility Easement are hereafter referred to collectively as the "Easement."
- E. Grantor is willing to grant the Easement to Grantee under the terms and conditions herein.

Now, therefore, for and in consideration of the mutual terms and conditions contained herein, the sum of one dollar (\$1.00), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor does hereby declare as follows:

1. **Recitals.** The recitals set forth above are true and accurate, and fully incorporated by this reference herein.
2. **Easement Area.** Grantor hereby grants unto Grantee, its licensees, agents, independent contractors, successors, and assigns the Easement on, over, under, across, and through a portion of the Property, as more particularly described in **Exhibit A**, attached hereto and made part hereof, together with any incidental or necessary appurtenances thereto ("Easement Area"). The Easement shall include the right of ingress and egress over the Property for the purpose of accessing the Easement Area.
3. **Grantor's Use of the Property.** Grantor retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the Property in any manner that does not unreasonably interfere with the Easement. Grantor agrees that no obstructions that would interfere or restrict Grantee's use of the Easement or Easement Area shall be placed in the Property without Grantee's prior consent.
4. **Maintenance of Drainage Easement.** After installation of underground drainage equipment in the Easement Area, whether by Grantor or Grantee, Grantor shall be responsible for the maintenance of any such equipment on the Property and Grantee shall be responsible for maintenance of any such equipment on Grantee's Property.
5. **Amendments.** This Easement may be amended, altered, or modified only by written agreement between the Parties, or their heirs, assigns, or successors-in-interest, which shall be recorded in the Official Records of Broward County, Florida.
6. **Binding Effect.** This Easement shall run with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

7. **Jurisdiction, Law, and Venue.** This Easement shall be interpreted and construed in accordance with our 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 Easement, and any action involved 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 Easement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.
8. **Recording.** Grantee, at its own expense, shall record this fully executed Easement in its entirety in the Official Records of Broward County, Florida.

[SIGNATURES ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the undersigned below has made and executed this Easement:
BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by
and through its County Administrator, authorized to execute same by Board action on the
____ day of _____, 20____ (Agenda Item No. ____).

COUNTY

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Monica Cepero
County Administrator

____ 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: _____
Reno Pierre (Date)
Assistant County Attorney

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

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 _____, as _____ of Broward County, a political subdivision of Florida, [] who is personally known to me or [] who has produced _____ as identification.

Notary Public:

Signature: _____

Print Name: _____

State of Florida
My Commission Expires: _____
Commission Number: _____

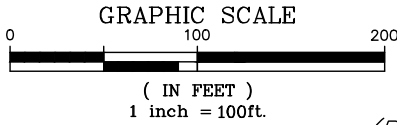
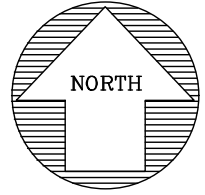
(Notary Seal)

EXHIBIT A
PROPERTY & EASEMENT

SKETCH AND DESCRIPTION

**SURVEY PROJECT
NO. 2023-005 A**

"BPHI MULTI-PURPOSE EASEMENT"
PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPAÑO BEACH



**PARCEL 2
"ALPHA 250"**
(PB 156, PG 26, BCR)

ACCESS EASEMENT AREA =
6,080 SQUARE FEET±
(0.1396 ACRES)

**POINT OF
BEGINNING**

N. LINE PARCEL "E"
S88°42'43"W 339.74'

**POINT OF
COMMENCEMENT**

NE CORNER
PARCEL "E"

N88°31'51"E 243.24'

25' MULTI-PURPOSE EASEMENT TO BPHI

S01°17'17"E 25.00'

S88°31'51"W 243.16'

EXISTING BUILDING 10'

(NORTH HOMELESS
ASSISTANCE CENTER)

PARCEL "E"
BROWARD COUNTY PLAT NO.2
(PB 159, PG 16, BCR)

MULTI-PURPOSE
EASEMENT RESERVED
FOR BROWARD COUNTY

BPHI PARCEL

E. LINE PARCEL "E"

**PARCEL 3
"ALPHA 250"**
(PB 156, PG 26, BCR)

MULTI-PURPOSE
EASEMENT RESERVED
FOR BROWARD COUNTY

SE CORNER
PARCEL "E"

MULTI-PURPOSE EASEMENT
RESERVED FOR BROWARD COUNTY

S. LINE PARCEL "E"
SW CORNER
PARCEL "E"

PARCEL "A"
BROWARD COUNTY PLAT NO.2
(PB 159, PG 16, BCR)

BLOUNT ROAD
80' RIGHT-OF-WAY
N01°28'09"W 25.00'

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION, NOTES, AND CERTIFICATION, ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 1 OF 2

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION

"BPHI MULTI-PURPOSE EASEMENT"

PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH

**SURVEY PROJECT
NO. 2023-005 A**

LEGEND

R/W - RIGHT-OF-WAY

PB - PLAT BOOK

BCR - BROWARD COUNTY RECORDS

ORB - OFFICIAL RECORD BOOK

PG - PAGE

BPHI - BROWARD PARTNERSHIP
FOR THE HOMELESS, INC.

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL E OF THE "BROWARD COUNTY PLAT NO. 2",
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 16 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL E; THENCE SOUTH 88°42'43" WEST, ALONG
THE NORTH LINE OF PARCEL E, FOR 339.74 FEET; THENCE SOUTH 01°17'17" EAST FOR 27.48 FEET TO
THE POINT OF BEGINNING; THENCE SOUTH 01°17'17" EAST FOR 25.00 FEET; THENCE SOUTH 88°31'51"
WEST FOR 243.16 FEET TO A POINT ON THE WEST LINE OF PARCEL E; THENCE NORTH 01°28'09" WEST,
ALONG THE WEST LINE OF PARCEL E, FOR 25.00 FEET; THENCE NORTH 88°31'51" EAST FOR 243.24
FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF POMPANO BEACH, BROWARD COUNTY, FLORIDA
AND CONTAINING 6,080 SQUARE FEET (0.1369 ACRES) , MORE OR LESS.

SURVEY NOTES

- 1) THE LAND "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE REVIEWING SURVEYOR BASED ON THE
INSTRUCTIONS FROM THE BROWARD COUNTY REAL PROPERTY SECTION.
- 2) BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF PARCEL "E" ACCORDING TO THE PLAT
OF "BROWARD COUNTY PLAT NO.2", SAID LINE BEARS N 88°42'43" E AS SHOWN THEREON.
- 3) SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION:
 - a. PLAT OF "BROWARD COUNTY PLAT NO. 2", AS RECORDED IN PLAT BOOK 156, PAGE 16, OF THE
PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 - b. PLAT OF "ALPHA 250", AS RECORDED IN PLAT BOOK 156, PAGE 26, BROWARD COUNTY PUBLIC
RECORDS.
 - c. ALTA/NSPS LAND TITLE SURVEY PREPARED BY MILLER LEGG, DATED AND SIGNED AUGUST 16, 2021.

SHEET 2 OF 2

CERTIFICATE

SEE SHEET 1, OF 2 FOR SKETCH OF LEGAL DESCRIPTION, ATTACHED HERETO AND MADE A PART THEREOF.

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND
BELIEF, AND DO NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE
REQUIREMENTS OF THE STANDARDS OF PRACTICE SET FORTH UNDER RULE 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION
472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE SIGNATURE AND
THE RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

PROFESSIONAL SURVEYOR AND MAPPER #5695, STATE OF FLORIDA
ERIC B AUGUSTO

DATE OF SKETCH
11/1/2022

DRAWN BY
M.N./EBA

CHECKED BY
EBA

MANAGER
EBA

SKETCH NO.
2023-005 LEGAL V2.DWG

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 — PLANTATION, FLORIDA 33324-2038

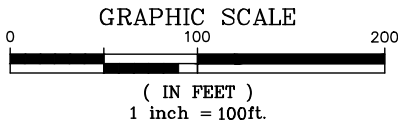
Phone # (954) 577-4555

EXHIBIT B
GRANTEE PROPERTY

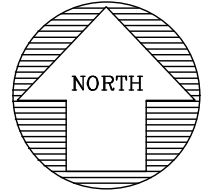
SKETCH AND DESCRIPTION

**SURVEY PROJECT
NO. 2023-010**

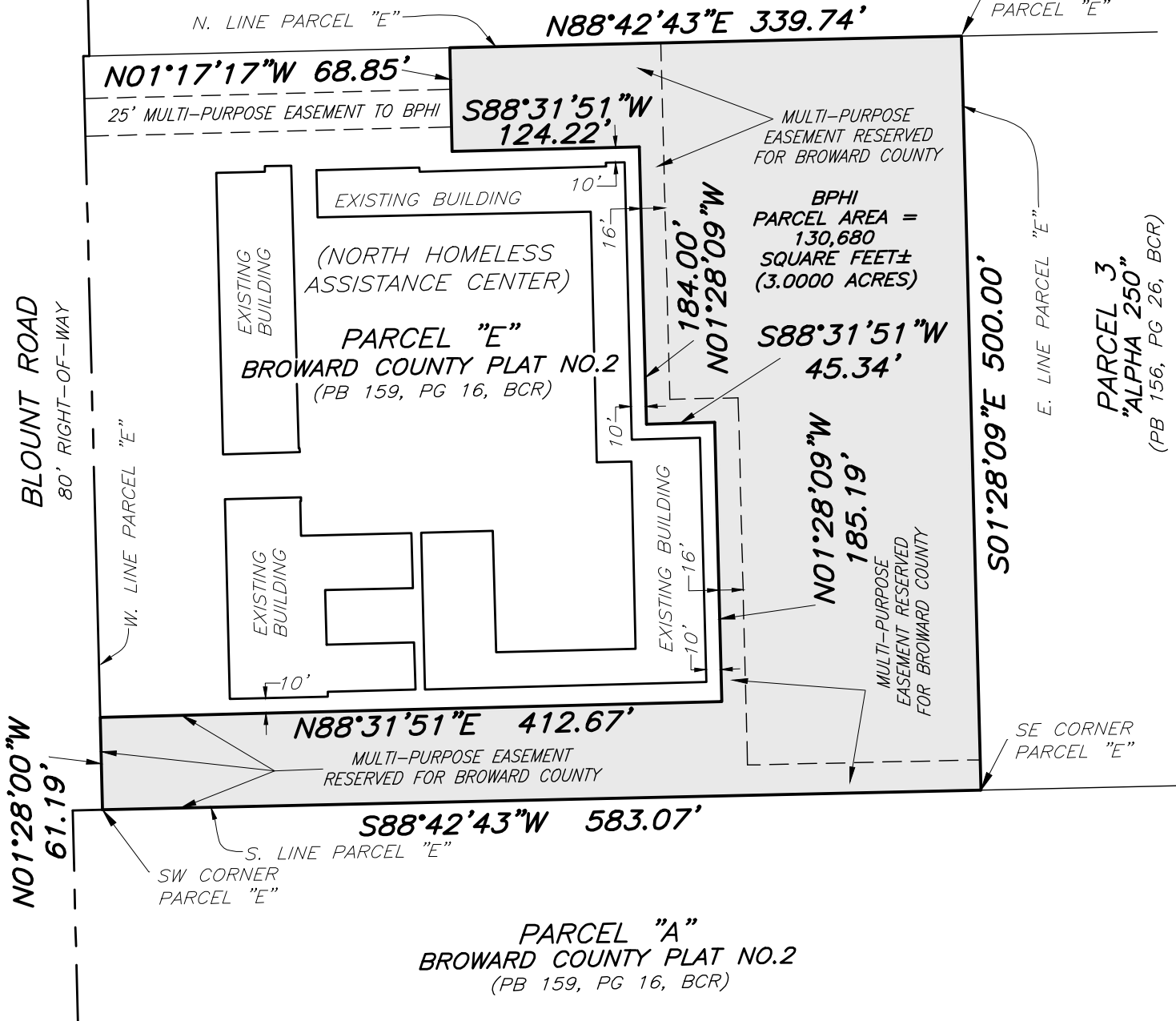
"3 ACRE PARCEL"
PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPAÑO BEACH



**PARCEL 2
"ALPHA 250"**
(PB 156, PG 26, BCR)



**POINT OF
BEGINNING**
NE CORNER
PARCEL "E"



SHEET 1 OF 4

SEE SHEET 3 OF 4 FOR LEGAL DESCRIPTION AND SHEET 4 OF 4 FOR NOTES AND CERTIFICATION, ATTACHED HERETO AND MADE A PART THEREOF..

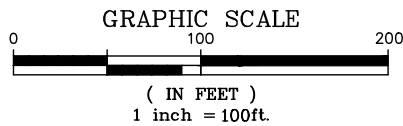
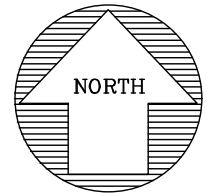
HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION

"COUNTY MULTI-PURPOSE EASEMENT OVER 3 ACRE PARCEL"
PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPAÑO BEACH



**PARCEL 2
"ALPHA 250"**
(PB 156, PG 26, BCR)

**POINT OF
COMMENCEMENT**
NE CORNER
PARCEL "E"

**POINT OF
BEGINNING**

S88°42'43"W
199.73'

N. LINE
PARCEL "E"

N88°42'43"E

140.00'

S88°31'51"W
124.22'

25' MULTI-PURPOSE EASEMENT TO BPHI

N01°17'17"W 68.85'

MULTI-PURPOSE
EASEMENT AREA =
45,856
SQUARE FEET±
(1.0527 ACRES±)

EXISTING BUILDING

(NORTH HOMELESS
ASSISTANCE CENTER)

PARCEL "E"
BROWARD COUNTY PLAT NO.2
(PB 159, PG 16, BCR)

EXISTING
BUILDING

S88°31'51"W
45.34'

EXISTING
BUILDING

EXISTING BUILDING

N88°31'51"E
45.34'

N01°28'09"W
185.19'

S01°28'09"E 243.73'

N88°42'43"E
154.39'

S01°28'09"E
20.00'

SE CORNER
PARCEL "E"

S88°42'43"W 583.07'

S. LINE PARCEL "E"
SW CORNER
PARCEL "E"

PARCEL "A"
BROWARD COUNTY PLAT NO.2
(PB 159, PG 16, BCR)

SHEET 2 OF 4

SEE SHEET 3 OF 4 FOR LEGAL DESCRIPTION AND SHEET 4 OF 4 FOR NOTES AND CERTIFICATION, ATTACHED HERETO AND MADE A PART THEREOF..

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION

"3 ACRE PARCEL"

PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH

**SURVEY PROJECT
NO. 2023-010**

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PARCEL E OF THE "BROWARD COUNTY PLAT NO. 2",
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 16 OF THE PUBLIC
RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID PARCEL E; THENCE SOUTH 01°28'09" EAST, ALONG THE
EAST LINE OF PARCEL E, FOR 500.00 FEET TO THE SOUTHEAST CORNER OF PARCEL E; THENCE
SOUTH 88°42'43" WEST, ALONG THE SOUTH LINE OF PARCEL E, FOR 583.07 FEET TO THE
SOUTHWEST CORNER OF PARCEL E; THENCE NORTH 01°28'00" WEST, ALONG THE WEST LINE OF
PARCEL E, FOR 61.19 FEET; THENCE NORTH 88°31'51" EAST FOR 412.67 FEET; THENCE NORTH
01°28'09" WEST FOR 185.19 FEET; THENCE SOUTH 88°31'51" WEST FOR 45.34 FEET; THENCE
NORTH 01°28'09" WEST FOR 184.00 FEET; THENCE SOUTH 88°31'51" WEST FOR 124.22 FEET;
THENCE NORTH 01°17'17" WEST FOR 68.85 FEET TO A POINT ON THE NORTH LINE OF PARCEL E;
THENCE NORTH 88°42'43" EAST, ALONG THE NORTH LINE OF PARCEL E, FOR 339.74 FEET TO THE
POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF POMPANO BEACH, BROWARD COUNTY,
FLORIDA AND CONTAINING 130,680 SQUARE FEET (3.0000 ACRES) , MORE OR LESS.

RESERVING A MULTI-PURPOSE EASEMENT OVER A PORTION OF THE ABOVE DESCRIBED PARCEL,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL E; THENCE SOUTH 88°42'43" WEST,
ALONG THE NORTH LINE OF PARCEL E, FOR 199.73 FEET TO THE POINT OF BEGINNING; THENCE
SOUTH 01°28'09" EAST FOR 236.41 FEET; THENCE NORTH 88°31'51" EAST FOR 45.34 FEET;
THENCE SOUTH 01°28'09" EAST FOR 243.73 FEET; THENCE NORTH 88°42'43" EAST FOR 154.39
FEET TO A POINT ON THE EAST LINE OF PARCEL E; THENCE SOUTH 01°28'09" EAST, ALONG THE
EAST LINE OF PARCEL E, FOR 20.00 FEET TO THE SOUTHEAST CORNER OF PARCEL E; THENCE
SOUTH 88°42'43" WEST, ALONG THE SOUTH LINE OF PARCEL E, FOR 583.07 FEET TO THE
SOUTHWEST CORNER OF PARCEL E; THENCE NORTH 01°28'00" WEST, ALONG THE WEST LINE OF
PARCEL E, FOR 61.19 FEET; THENCE NORTH 88°31'51" EAST FOR 412.67 FEET; THENCE NORTH
01°28'09" WEST FOR 185.19 FEET; THENCE SOUTH 88°31'51" WEST FOR 45.34 FEET; THENCE
NORTH 01°28'09" WEST FOR 184.00 FEET; THENCE SOUTH 88°31'51" WEST FOR 124.22 FEET;
THENCE NORTH 01°17'17" WEST FOR 68.85 FEET TO A POINT ON THE NORTH LINE OF PARCEL E;
THENCE NORTH 88°42'43" EAST, ALONG THE NORTH LINE OF PARCEL E, FOR 140.00 FEET TO THE
POINT OF BEGINNING.

CONTAINING 45,856 SQUARE FEET (1.0527 ACRES), MORE OR LESS.

SEE SHEETS 1 THROUGH 2 OF 4 FOR SKETCHES OF DESCRIPTIONS; SEE SHEET 4 OF 4 FOR LEGEND, NOTES, AND CERTIFICATION;
ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 3 OF 4

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 – PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

SKETCH AND DESCRIPTION

"3 ACRE PARCEL"

PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, LYING IN SECTION 28,
TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF POMPANO BEACH

**SURVEY PROJECT
NO. 2023-010**

LEGEND

R/W - RIGHT-OF-WAY

ORB - OFFICIAL RECORD BOOK

PB - PLAT BOOK

PG - PAGE

BCR - BROWARD COUNTY RECORDS

BPHI - BROWARD PARTNERSHIP
FOR THE HOMELESS, INC.

SURVEYOR'S NOTES

- 1) THE LAND "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE REVIEWING SURVEYOR BASED ON THE INSTRUCTIONS FROM THE BROWARD COUNTY REAL PROPERTY SECTION.
- 2) BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH LINE OF PARCEL "E" ACCORDING TO THE PLAT OF "BROWARD COUNTY PLAT NO.2", SAID LINE BEARS N 88°42'43" E AS SHOWN THEREON.
- 3) SOURCES OF INFORMATION USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION:
 - a. PLAT OF "BROWARD COUNTY PLAT NO. 2", AS RECORDED IN PLAT BOOK 156, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
 - b. PLAT OF "ALPHA 250", AS RECORDED IN PLAT BOOK 156, PAGE 26, BROWARD COUNTY PUBLIC RECORDS.
 - c. ALTA/NSPS LAND TITLE SURVEY PREPARED BY MILLER LEGG, DATED AND SIGNED AUGUST 16, 2021.

SEE SHEETS 1 THROUGH 2 OF 4 FOR SKETCHES OF DESCRIPTIONS; SEE SHEET 3 OF 4 FOR DESCRIPTION; ATTACHED HERETO AND MADE A PART THEREOF.

SHEET 4 OF 4

CERTIFICATE

I HEREBY CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND DO NOT REPRESENT A FIELD SURVEY. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE APPLICABLE REQUIREMENTS OF THE STANDARDS OF PRACTICE SET FORTH UNDER RULE 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

No. 5695

NOT VALID WITHOUT THE SIGNATURE AND
THE RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER

PROFESSIONAL SURVEYOR AND MAPPER #5695, STATE OF FLORIDA
ERIC B AUGUSTO

DATE OF SKETCH
11/1/2022

DRAWN BY
M.N./EBA

CHECKED BY
EBA

MANAGER
EBA

SKETCH NO.
2023-010 LEGAL V2.DWG

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 UNIVERSITY DRIVE, SUITE 300 - PLANTATION, FLORIDA 33324-2038

Phone # (954) 577-4555

Instrument Prepared By
and Return to:

KEITH
301 E Atlantic Blvd
Pompano Beach, FL 33060

DECLARATION OF UNITY OF CONTROL

THIS DECLARATION OF UNITY OF CONTROL ("Declaration") is made this ____ day of _____, 2022, by **Broward County**, a political subdivision of the state of Florida, whose mailing address is 115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301 and **Broward Partnership for the Homeless, Inc.**, a Florida not for profit corporation, whose address is 920 Northwest 7th Avenue, Fort Lauderdale, Florida 33311, (collectively referred to as the "Declarants").

The Declarants are the fee simple owners of the properties located in the City of Pompano Beach, Florida (the "City"), identified by 1700 Blount Road and 1650 Blount Road, further collectively and singularly described by the legal descriptions contained on Exhibit "A", attached hereto (collectively referenced as the "Subject Property"). The Declarants hereby make the following declaration of conditions, limitations, and restrictions on the Subject Property, also referred to as a Declaration of Unity of Control:

1. **Unified Control.** The Subject Property shall hereinafter be regarded and is hereby declared to be under unified control such that:
 - a. The Subject Property shall be developed in substantial conformity with the Illustrative Concept Plan attached hereto as Exhibit "B" and incorporated herein by reference ("Illustrative Concept Plan"). All structures, uses, and parking areas on the Subject Property are and will be part of a single, unified planned development, regardless of ownership. The Overall Subject Property shall be considered an undivided parcel for zoning purposes.
 - b. Declarants have recorded easement documents to assure that the Subject Property operates as a unified plan of development, which easements, among other things, provide:
 - i. For appropriate non-exclusive, cross-easement over the private roads and accessways to provide vehicular and pedestrian ingress and egress between and among each of the uses constructed or to be constructed within the Subject Property; and
 - ii. For appropriate non-exclusive, cross-easements for drainage, utilities and other shared infrastructure and structures within the Subject Property between

and among each of the uses constructed or to be constructed upon the Shared Property.

2. **Covenant Running with the Land.** This Declaration on the part of the Declarants shall constitute a covenant running with the title to the Subject Property and shall remain in full force and effect and be binding upon the Declarants, and its heirs, successors and assigns and any person having acquired or hereafter acquiring any right, title or interest in or to all or any portion of the Subject Property unless and until the same is modified or released by the City's Development Services Director. Any transferee of any interest in any portion of the Subject Property by any means whatsoever shall be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration.
3. **Term.** This Declaration is to run with title to the Subject Property and shall be binding upon the Subject Property for a period of thirty (30) years from the date this Declaration is recorded in the public records of Broward County, Florida, after which time it shall be extended automatically for successive periods of ten (10) years each, unless modified, amended, or released as provided herein.
4. **Modification, Amendment, Release; Severability.** This Declaration may be modified, amended, or released as to the Subject Property, or any portion thereof, by a written instrument executed by all persons then having any right, title or interest in or to all or any portion of the Subject Property and the City's Development Services Director. The invalidity or unenforceability of any particular provision of this Declaration shall not affect the other provisions hereof, and this Declaration shall be construed in all respects as if such invalid or unenforceable provision was omitted.
5. **Enforcement.** The Declarants, on behalf of itself and its heirs, successors and assigns and any person having acquired or hereafter acquiring any right, title, or interest in or to all or any portion of the Subject Property, hereby acknowledges and agrees the City is a third-party beneficiary of this Declaration and, as such, may enforce this Declaration via injunctive relief. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such attorneys' fees as the Court may adjudge to be reasonable. This enforcement provision shall be in addition to any other remedies available at law, in equity or both. The exclusive venue for any legal action regarding this Declaration shall be in Broward County, Florida.
6. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
7. **Recording.** This Declaration shall be filed in the public records of Broward County, Florida.
8. **Restriction and Encumbrances.** Nothing contained herein is intended to prevent or inhibit the recordation of a Declaration of Condominium against the Subject Property, nor is

this Declaration intended to prevent or inhibit the imposition of mortgages or other encumbrances upon all or a portion of the Subject Property.

9. **No Gift or Public Dedication.** Nothing herein contained in this Declaration is or shall be deemed to be a gift or dedication of any portion of the Subject Property to the general public or for general public proposes whatsoever.
10. **No Partnership.** Nothing herein contained shall be construed to create or infer a partnership, joint venture or agency relationship between Declarant, its successors and assigns, and any person then having any right, title or interest in or to all or any portion of the Subject Property and their respective heirs, successors and assigns, or render any of such parties liable for the debts and obligations of the other.
11. **WAIVER OF JURY TRIAL.** DECLARANT, AND IT SUCCESSORS AND ASSIGNS, AND ANY PERSON HAVING ANY RIGHT, TITLE, OR INTEREST IN OR TO THE SUBJECT PROPERTY AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS DECLARATION OR ANY OF THE COVENANTS OR CONDITIONS CONTAINED HEREIN OR REQUIRED HEREBY.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor, **BROWARD COUNTY**, has caused these presents to be executed in its name by and through its Board of County Commissioners signing by and through its County Administrator, the day and year aforesaid, authorized to execute same by Board action on the ____ day of _____, 20__ (Board Agenda Item #____).

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
Monica Cepero
County Administrator

____ day of _____, 20__

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

By _____
Reno V. Pierre (Date)
Assistant County Attorney

By _____
Annika E. Ashton (Date)
Deputy County Attorney

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 _____, as _____ of Broward County, a political subdivision of Florida, [] who is personally known to me or [] who has produced _____ as identification.

Notary Public:

Signature: _____

Print Name: _____

State of Florida
My Commission Expires: _____
Commission Number: _____

(Notary Seal)

DECLARATION OF UNITY OF CONTROL

BROWARD PARTNERSHIP FOR THE HOMELESS, INC.

WITNESSES:

BROWARD PARTNERSHIP FOR THE
HOMELESS, INC., a Florida not-for-profit
corporation

Signature of Witness 1

By: _____

Print Name of Witness 1

Frances M. Esposito, Chief Executive Officer

_____ day of _____, 20____

Signature of Witness 2

Approved as to legal form:

Print Name of Witness 2

Date: _____

By: _____
Attorney for Broward Partnership
for the Homeless, Inc.

ACKNOWLEDGEMENT

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____, of Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation, [] who is personally known to me or [] who has produced _____ as identification.

(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

EXHIBIT "A"

Legal Description of Subject Property

BROWARD COUNTY PROPERTY:

PARCEL "E", BROWARD COUNTY PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 16, BROWARD COUNTY RECORDS, LESS AND EXCEPT THE FOLLOWING:

BEGINNING AT THE N.E. CORNER OF SAID PARCEL "E"; THENCE SOUTH 01°50'34" EAST ALONG THE EAST LINE OF SAID PARCEL "E" 500.00 FEET; THENCE ALONG THE SOUTH LINE OF SAID PARCEL "E" SOUTH 88°20'18" WEST, 583.07 FEET; THENCE ALONG THE WEST LINE OF SAID PARCEL "E" NORTH 01°50'25" WEST, 142.56 FEET; THENCE NORTH 88°13'48" EAST, 412.68 FEET; THENCE NORTH 01°50'41" WEST, 185.54 FEET; THENCE SOUTH 88°03'43" WEST, 45.34 FEET; THENCE NORTH 01°50'59" WEST, 184.06 FEET; THENCE SOUTH 88°09'13" WEST, 124.40 FEET; THENCE NORTH 01°50'34" WEST, 68.86 FEET; THENCE ALONG THE NORTH LINE OF SAID PARCEL "E" NORTH 88°20'18" EAST, 583.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 3.69 ACRES, MORE OR LESS.

TOGETHER WITH;

BROWARD PARTNERSHIP FOR THE HOMELESS, INC. PROPERTY:

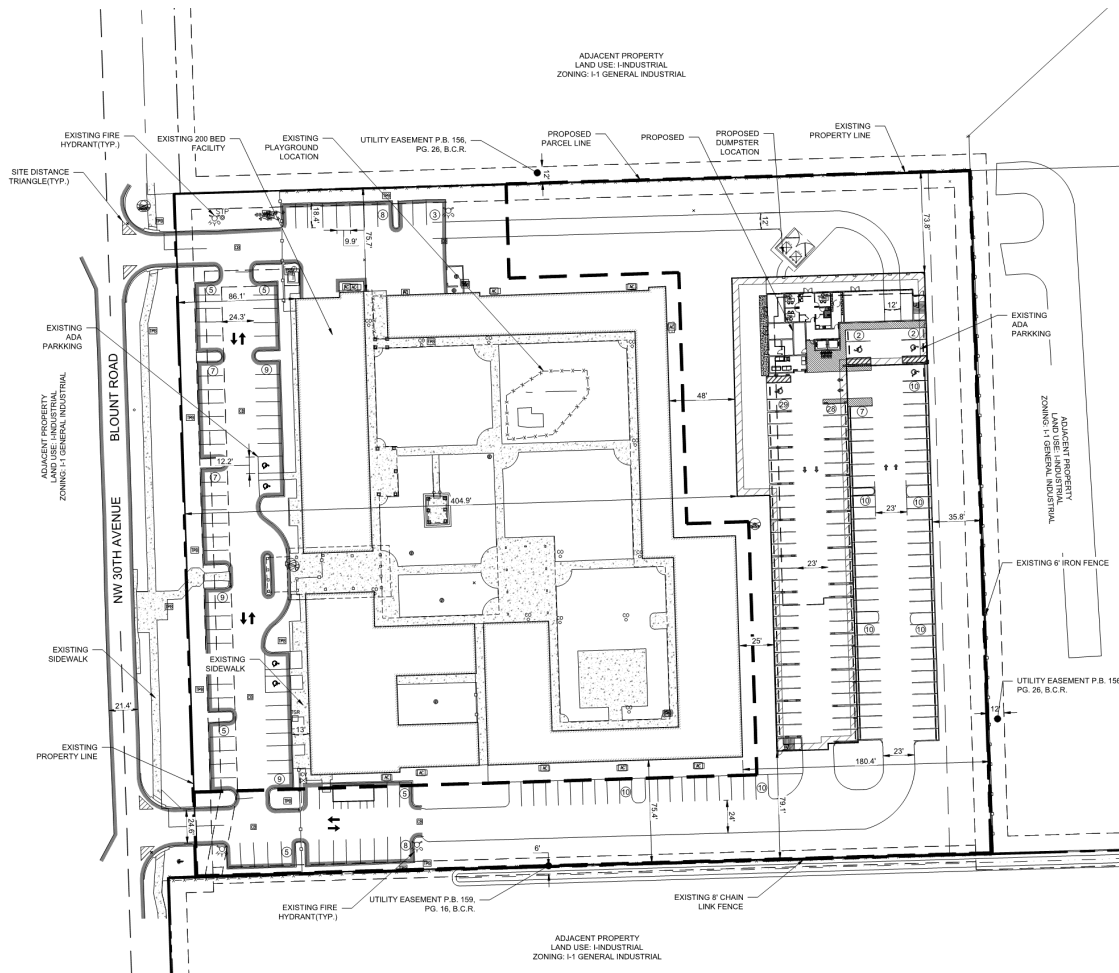
A PORTION OF PARCEL "E", BROWARD COUNTY PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 16, BROWARD COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.E. CORNER OF SAID PARCEL "E"; THENCE SOUTH 01°50'34" EAST ALONG THE EAST LINE OF SAID PARCEL "E" 500.00 FEET; THENCE ALONG THE SOUTH LINE OF SAID PARCEL "E" SOUTH 88°20'18" WEST, 583.07 FEET; THENCE ALONG THE WEST LINE OF SAID PARCEL "E" NORTH 01°50'25" WEST, 142.56 FEET; THENCE NORTH 88°13'48" EAST, 412.68 FEET; THENCE NORTH 01°50'41" WEST, 185.54 FEET; THENCE SOUTH 88°03'43" WEST, 45.34 FEET; THENCE NORTH 01°50'59" WEST, 184.06 FEET; THENCE SOUTH 88°09'13" WEST, 124.40 FEET; THENCE NORTH 01°50'34" WEST, 68.86 FEET; THENCE ALONG THE NORTH LINE OF SAID PARCEL "E" NORTH 88°20'18" EAST, 583.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 3.0 ACRES, MORE OR LESS.

Exhibit "B"

Illustrative Concept Plan



Attachment 5

TO BE PROVIDED AS ADDITIONAL MATERIALS