

PROPOSED

RESOLUTION NO. 2021-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, AUTHORIZING THE EXCHANGE OF A PARCEL OF COUNTY-OWNED LAND LOCATED AT 1200 SHERIDAN STREET, HOLLYWOOD, FLORIDA, AND MEASURING APPROXIMATELY 3.0 ACRES, FOR A PARCEL OF LAND OWNED BY THE CITY OF TAMARAC, LOCATED AT 3801 SOUTH FLAMINGO ROAD, DAVIE, FLORIDA, MEASURING APPROXIMATELY 3.0 ACRES, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, AND SECTION 8.13 OF THE BROWARD COUNTY CHARTER; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Broward County ("County") is the owner in fee simple of approximately 3.0 acres of real property located at approximately 1200 Sheridan Street, Hollywood, Florida 33019, more particularly described in Attachment A attached hereto and made a part hereof ("County Property");

WHEREAS, pursuant to Section 8.13 of the Broward County Charter ("Charter"), the County Property is classified as a Regional Park, and the Charter states that the "operation, maintenance, or title to Regional Parks may be transferred without a referendum to . . . a municipality, provided that . . . a like acre-for-acre replacement of the transferred property, or greater, is provided to the County and restricted to Park Purposes";

WHEREAS, the City of Tamarac, Florida ("City"), is the owner of approximately 3.0 acres of real property located at 3801 South Flamingo Road, Davie, Florida 33330, more particularly described in Attachment B attached hereto and made a part hereof ("City Parcel");

1 WHEREAS, as provided in Section 8.13 of the Charter, the County and the City
2 desire to exchange the City Property for the County Property in order to use the
3 City Property for Park Purposes and to allow the County Property to be used for nonpark
4 purposes;

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

15 WHEREAS, in accordance with Section 125.37, Florida Statutes, the County
16 published a Notice of Exchange of Real Property once a week for two (2) weeks in a
17 newspaper of general circulation; and

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

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

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

1 Section 2. The Board finds that in accordance with Section 125.37, Florida
2 Statutes: (1) the County is the owner of the County Property; (2) the County Property is
3 not needed for County purposes; (3) it is in the best interest of the County to exchange
4 the County Property for the City Property; (4) the County desires to acquire the
5 City Property to be used for Park Purposes as provided in Section 8.13 of the Charter;
6 and (5) proper notice of the exchange of property between the County and the City was
7 published once a week for two weeks in a newspaper of general circulation in Broward
8 County.

9 Section 3. The Board authorizes the exchange of the County Property for the
10 City Property at no additional cost to the County or the City, provided that, upon transfer
11 to the County, the City Property will be restricted to park purposes.

12 Section 4. The Board (1) approves the First Amendment to Interlocal
13 Agreement in substantially the form attached as Attachment C and authorizes the County
14 Administrator to execute the same with any modifications determined by the County
15 Administrator to be in the best interest of the County, subject to approval as to legal
16 sufficiency by the Office of the County Attorney; (2) approves the Quit Claim Deed to the
17 City in substantially the form attached as Attachment D and authorizes the Mayor or
18 Vice-Mayor to execute same; (3) accepts the Special Warranty Deed from the City in
19 substantially the form attached as Attachment E; (4) approves the Declaration of
20 Restrictive Covenants in substantially the form attached as Attachment F and authorizes
21 the Mayor or Vice-Mayor to execute same; and (5) authorizes the recording of the
22 documents approved herein in the Official Records of Broward County, Florida.

23

24

1 Section 5. 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.

8 Section 6. Effective Date.

9 This Resolution is effective upon adoption.

10
11 ADOPTED this day of , 2021.

12
13 Approved as to form and legal sufficiency:
14 Andrew J. Meyers, County Attorney

15
16 By /s/ Annika E. Ashton 04/05/21
17 Annika E. Ashton (date)
18 Deputy County Attorney

PROPOSED

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20
21
22
23 AEA/wp
Tamarac WLP Exchange Reso.doc
24 04/05/21
463686v4

Map of ALTA / NSPS Land Title Survey
of
West Lake Park - Tower Site
Section 11, Township 51 South, Range 42 East
Broward County, Florida

Attachment A

LOCATION MAP
NOT TO SCALE



SURVEYOR'S NOTES

1. This map of survey is not valid without the signature and the original raised seal of the signing Florida licensed surveyor and mapper.
2. The description shown hereon was prepared by this firm at the client's request. This map of survey identifies the boundary of the parcel, features within the survey limits shown hereon, as specified by the client.
3. Bearings, coordinates and elevations shown hereon are relative to the Florida State Plane Coordinate System, East Zone (0901), North American Datum of 1983, 2011 adjustment and; the North American Vertical Datum of 1988 (NAVD 88) based on Global Positioning System (GPS) measurements to National Geodetic Survey (NGS) Continuously Operating Reference Stations (CORS) network.
4. Dimensions shown hereon contain horizontal grid distances and are based upon field measurements utilizing the United States Survey Foot, unless indicated otherwise.
5. The field data acquisition phase of this survey was completed on July 19, 2017, as documented in AmecFW (now Wood Environment & Infrastructure Solutions, Inc.) field book 1313, Pages 42-46. Updates have been completed as identified below.
6. This survey does not address the identification or location of jurisdictional wetlands or sovereign lands that may or may not lie within or adjacent to the lands surveyed.
7. According to Federal Emergency Management Agency Flood Insurance Rate Map, Broward County Florida, Map Number 12011 C 0569 H; Effective date: August 18, 2014, the property described hereon is located in Zone AE (EL5) Special Flood Hazard area subject to inundation by the 1% annual chance flood (Base Flood Elevations determined).
8. Lands shown hereon were not abstracted by this firm for matters of record, such as easements, right of way, ownership or other instruments of record. Non-surveyed lines, references to ownership, parcel identification numbers, and instruments of record shown hereon are based upon information provided by the Broward County Property Appraiser's Office.

(continue on page 2)

Legend

R XX E	=	Range XX East
+100.0'	=	Spot Elevation
T XX S	=	Township XX South
-4'	=	Contour Line
①	=	Ownership and Encumbrance Report Item Number
	=	Not to Scale

Description

A PORTION OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 11, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 11; THENCE NORTH 88°06'10" EAST ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 11, A DISTANCE OF 830.59 FEET; THENCE NORTH 01°13'56" EAST, A DISTANCE OF 971.19 FEET TO THE NORTH LINE OF THE SOUTH 304.63 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 11; THENCE NORTH 88°00'05" EAST ALONG SAID LINE, FOR A DISTANCE OF 74.95 FEET TO THE POINT OF BEGINNING; THENCE NORTH 23°54'58" EAST, A DISTANCE OF 85.96 FEET; THENCE SOUTH 66°06'36" EAST, A DISTANCE OF 80.18 FEET; THENCE SOUTH 24°00'05" WEST, A DISTANCE OF 90.17 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 23507, PAGE 0417; THENCE NORTH 47°39'51" WEST ALONG SAID LINE, FOR A DISTANCE OF 55.42 FEET; THENCE SOUTH 88°00'05" WEST, A DISTANCE OF 30.53 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA; CONTAINING 6,464 SQUARE FEET OF 0.148 ACRES MORE OR LESS.

Certification:

To MOTOROLA:
This is to certify that this map and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 7(a), 8 and 13 of Table A thereof. The field work was completed on June 13, 2017.

For the Company,
Wood Environment & Infrastructure Solutions, Inc.

CHARLES B. GARDINER
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. LS 5046

Section 11, Township 51 South, Range 42 East, Broward County, Florida

NO.	DATE	REVISION
1	10/25/2017	Added Note # 8, updated site address
2	07/19/2018	Revised proposed shelter and fence location
3	08/02/2018	Updated to meet ALTA / NSPS requirements, added sheets 2 and 3
4	04/12/2019	Added folio number
5	04/15/2019	removed "lease" statement

Wood Environment & Infrastructure Solutions, Inc.
550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7570
Fax: (407) 522-7576
Certificate of Authorization Number LB-0007932

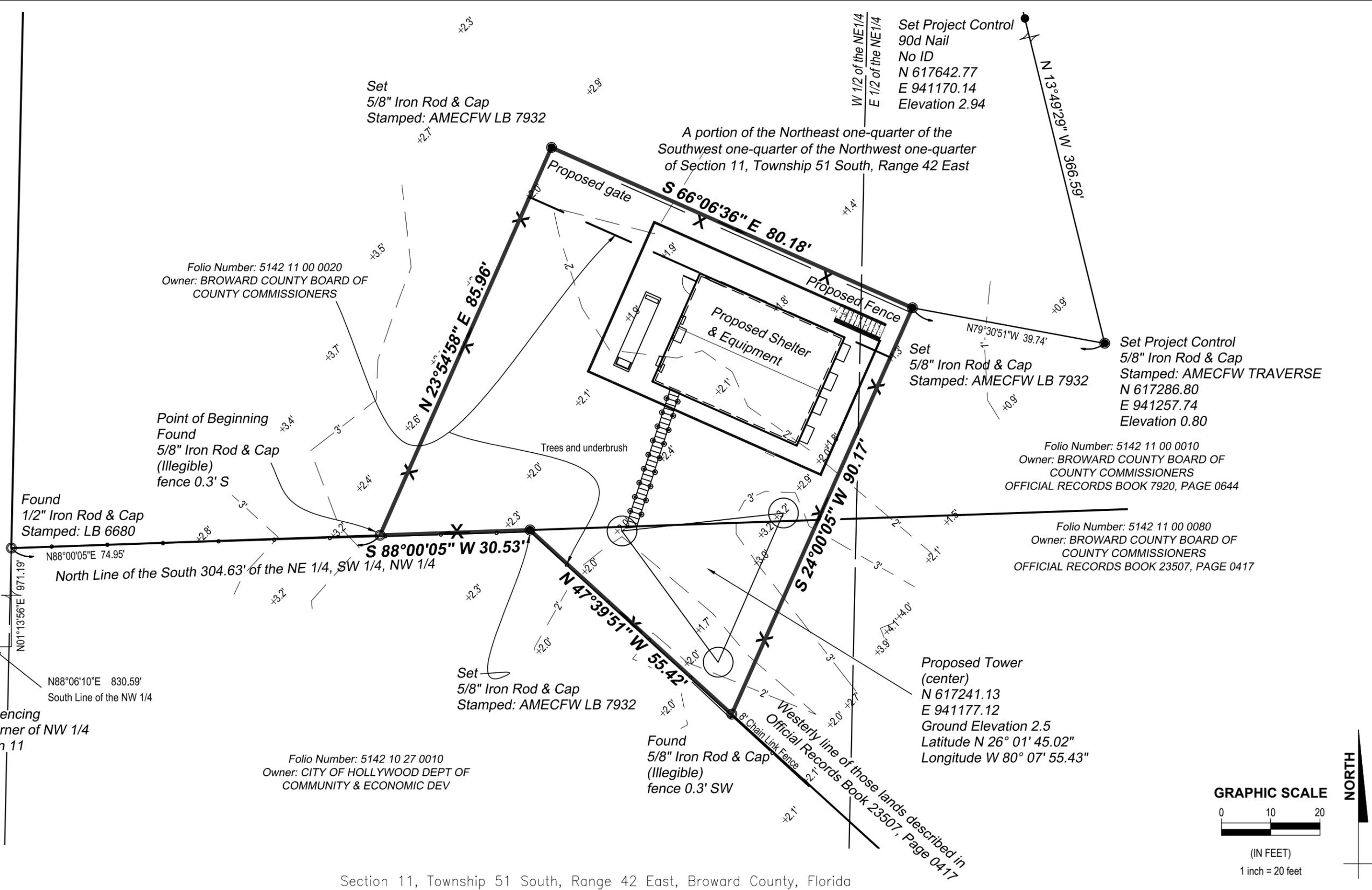
CLIENT:
MOTOROLA SOLUTIONS
8000 WEST SUNRISE BLVD.
PLANTATION, FLORIDA 33322
PHONE: (954) 723-5000

BROWARD COUNTY - WEST LAKE PARK
1200 SHERIDAN STREET
HOLLYWOOD, FL 33019

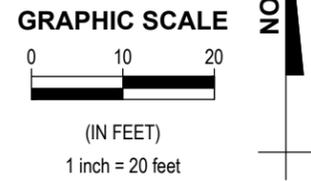
AMEC PROJECT NO: 6166170575.240
DRAWN BY: M. RAMOS
CHECKED BY: C.B. GARDINER
APPROVED BY:
DATE: 01/18/2017

Map of ALTA / NSPS Land Title
and
Topographic Survey

P:\6374\2017\6166170575.240 - MOTOROLA BROWARD CO. A&E\WEST LAKE PARK\00 CIVIL 3D\2016\11\WEST_LAKE_PARK-ALTA.DWG



Section 11, Township 51 South, Range 42 East, Broward County, Florida



NO.	DATE	REVISION
1	10/25/2017	Added Note # 8, updated site address
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Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Blvd., Suite 1000
Altamonte Springs, FL 32701 USA
Phone: (407) 522-7570
Fax: (407) 522-7576

wood.

Certificate of Authorization Number LB-0007932

CLIENT:

MOTOROLA SOLUTIONS

8000 WEST SUNRISE BLVD.
PLANTATION, FLORIDA 33322
PHONE: (954) 723-5000

BROWARD COUNTY - WEST LAKE PARK
1200 SHERIDAN STREET
HOLLYWOOD, FL 33019

AMEC PROJECT NO: 6166170575.240
DRAWN BY: M. RAMOS
APPROVED BY:

CHECKED BY: C.B. GARDINER
DATE: 01/18/2017

Map of ALTA / NSPS Land Title
and
Topographic Survey

Sheet 3 of 3

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL:
ESTATE:
PURPOSE: INGRESS / EGRESS

Description:

That part of the Northwest one-quarter of Section 11, Township 51 South, Range 42 East, Broward County, Florida; being more particularly described as follows:

A 60 foot wide Ingress/Egress Easement lying 30 feet each side of the following described centerline:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11; thence N88°06'10" E along the south line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence N01°13'56"E, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence N88°00'05"E along said line, for a distance of 74.95 feet; thence N23°54'58"E, a distance of 85.96 feet; thence S66°06'36"E, a distance of 42.35 feet to the POINT OF BEGINNING of the herein described centerline; thence N68°47'20"E, a distance of 44.72 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 82°36'48", a distance of 36.05 feet to a point of tangency; thence N13°49'29"W, a distance of 181.95 feet; thence N26°02'01"W, a distance of 70.27 feet to the point of curvature of a curve with a radius of 29.72 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 54°19'28", a distance of 28.17 feet to a point of tangency; thence N28°17'27"E, a distance of 89.77 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 59°50'45", a distance of 26.11 feet to a point of tangency; thence N31°33'18"W, a distance of 86.49 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 27°01'45", a distance of 11.79 feet to a point of tangency; thence N04°31'33"W, a distance of 112.82 feet; thence N04°20'57"W, a distance of 64.16 feet to the point of curvature of a curve with a radius of 123.61 feet, concave to the southeast; thence northerly along said curve to the right through a central angle of 97°27'45", a distance of 210.27 feet to a point of tangency; thence S86°53'12"E, a distance of 51.02 feet to the point of curvature of a curve with a radius of 157.58 feet, concave to the north; thence easterly along said curve to the left through a central angle of 34°11'12", a distance of 94.02 feet to a point of tangency; thence N58°55'36"E, a distance of 38.01 feet to the point of curvature of a curve with a radius of 108.05 feet, concave to the south; thence northeasterly along said curve to the right through a central angle of 24°10'52", a distance of 45.60 feet to a point of tangency; thence N83°06'28"E, a distance of 44.83 feet; thence N86°43'45"E, a distance of 60.06 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 81°28'37", a distance of 35.55 feet to a point of tangency; thence N05°15'08"E, a distance of 94.71 feet; thence N05°49'12"E, a distance of 119.50 feet to the point of curvature of a curve with a radius of 194.56 feet, concave to the west; thence northerly along said curve to the left through a central angle of 20°40'29", a distance of 70.21 feet to a point of tangency; thence N14°51'17"W, a distance of 49.81 feet to the point of curvature of a curve with a radius of 148.86 feet, concave to the east; thence northerly along said curve to the right through a central angle of 65°48'56", a distance of 171.00 feet to a point of tangency; thence N50°57'38"E, a distance of 27.70 feet to the point of curvature of a curve with a radius of 126.58 feet, concave to the northwest; thence northeasterly along said curve to the left through a central angle of 49°07'08", a distance of 108.51 feet to a point of tangency; thence N01°50'31"E, a distance of 111.53 feet to the south right of way line of Sheridan Street and the Point of Terminus of said centerline.

The side lines of the above described easement are prolonged or shortened as necessary in order to form a 60 foot wide strip bounded on the South by the north line of a communication tower parcel (with a bearing of S 66°06'36" E) and on the North by the south right of way line of Sheridan Street (with a bearing of S 87°51'11" W).

Containing 125,068. square feet or 2.871 acres, more or less.

THIS IS NOT A SURVEY

PROJECT TITLE:		Sketch of Description			
		West Lake Park			
		Section 11, Township 51 South, Range 42 East, Broward County, Florida			
		DATE	BY	DESCRIPTION	
		REVISION			
 <p>Wood Environment & Infrastructure Solutions, Inc. 550 Northlake Boulevard, Suite 1000 Altamonte Springs, FL 32701 USA Phone: (407) 522-7570 www.woodplc.com Certificate of Authorization Number LB-0007932</p>		DRAWN BY:	MR	CHKD. BY:	CBG
		DATE:	04/23/2019	DATE:	04/23/2019
		JOB No.	6166170575.240	SCALE:	N/A
		DRAWING NAME: WEST_LAKE_PARK_IE.dwg			

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SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL:
ESTATE:
PURPOSE: INGRESS / EGRESS

Line Table		
Line #	Direction	Length
L1	N88°06'10"E	830.59'
L2	N01°13'56"E	971.19'
L3	N88°00'05"E	74.95'
L4	N23°54'58"E	85.96'
L5	S66°06'36"E	42.35'
L6	N68°47'20"E	44.72'
L7	N13°49'29"W	181.95'
L8	N26°02'01"W	70.27'
L9	N28°17'27"E	89.77'
L10	N31°33'18"W	86.49'
L11	N04°31'33"W	112.82'

Line Table		
Line #	Direction	Length
L12	N04°20'57"W	64.16'
L13	S86°53'12"E	51.02'
L14	N58°55'36"E	38.01'
L15	N83°06'28"E	44.83'
L16	N86°43'45"E	60.06'
L17	N05°15'08"E	94.71'
L18	N05°49'12"E	119.50'
L19	N14°51'17"W	49.81'
L20	N50°57'38"E	27.70'
L21	N01°50'31"E	111.53'

Curve Table			
Curve #	Radius	Delta	Length
C1	25.00'	82°36'48"	36.05'
C2	29.72'	54°19'28"	28.17'
C3	25.00'	59°50'45"	26.11'
C4	25.00'	27°01'45"	11.79'
C5	123.61'	97°27'45"	210.27'
C6	157.58'	34°11'12"	94.02'
C7	108.05'	24°10'52"	45.60'
C8	25.00'	81°28'37"	35.55'
C9	194.56'	20°40'29"	70.21'
C10	148.86'	65°48'56"	171.00'
C11	126.58'	49°07'08"	108.51'

Surveyors Notes

1. This Sketch of Description is not valid without the signature and original raised seal of the signing Florida licensed Professional Surveyor and Mapper.
2. This Sketch of Description is based upon a Map of ALTA / NSPS Land Title Boundary and Topographic Survey executed by this firm, dated August 2018, Job No. 6166 17 0575.240.
3. Lands shown hereon were not abstracted by this firm for matters of record, such as easements, right of way, ownership or other instruments of record. Non-surveyed lines, references to ownership, parcel identification numbers, and instruments of record shown hereon are based upon information provided by the Broward County Property Appraiser's Office.
4. Bearings shown hereon are relative to the Florida State Plane Coordinate System, East Zone (0901), North American Datum of 1983, 2011 adjustment and; the North American Vertical Datum of 1988 (NAVD 88) based on Global Positioning System (GPS) measurements to National Geodetic Survey (NGS) Continuously Operating Reference Stations (CORS) network.
5. The legal description shown hereon was prepared by this firm at the direction of the client.
6. This Sketch of Description is certified to and for the exclusive use of MOTOROLA SOLUTIONS and BROWARD COUNTY.

CHARLES B. GARDINER

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
 LICENSE NO. LS 5046

THIS IS NOT A SURVEY

PROJECT TITLE: **Sketch of Description**
West Lake Park
Section 11, Township 51 South, Range 42 East, Broward County, Florida

DATE	BY	DESCRIPTION
REVISION		

DRAWN BY: <u>MR</u>	CHKD. BY: <u>CBG</u>
DATE: <u>04/23/2019</u>	DATE: <u>04/23/2019</u>
JOB No. 6166170575.240	SCALE: <u>N/A</u>
SHT. <u>2</u> OF <u>3</u>	

DRAWING NAME: WEST_LAKE_PARK_IE.dwg

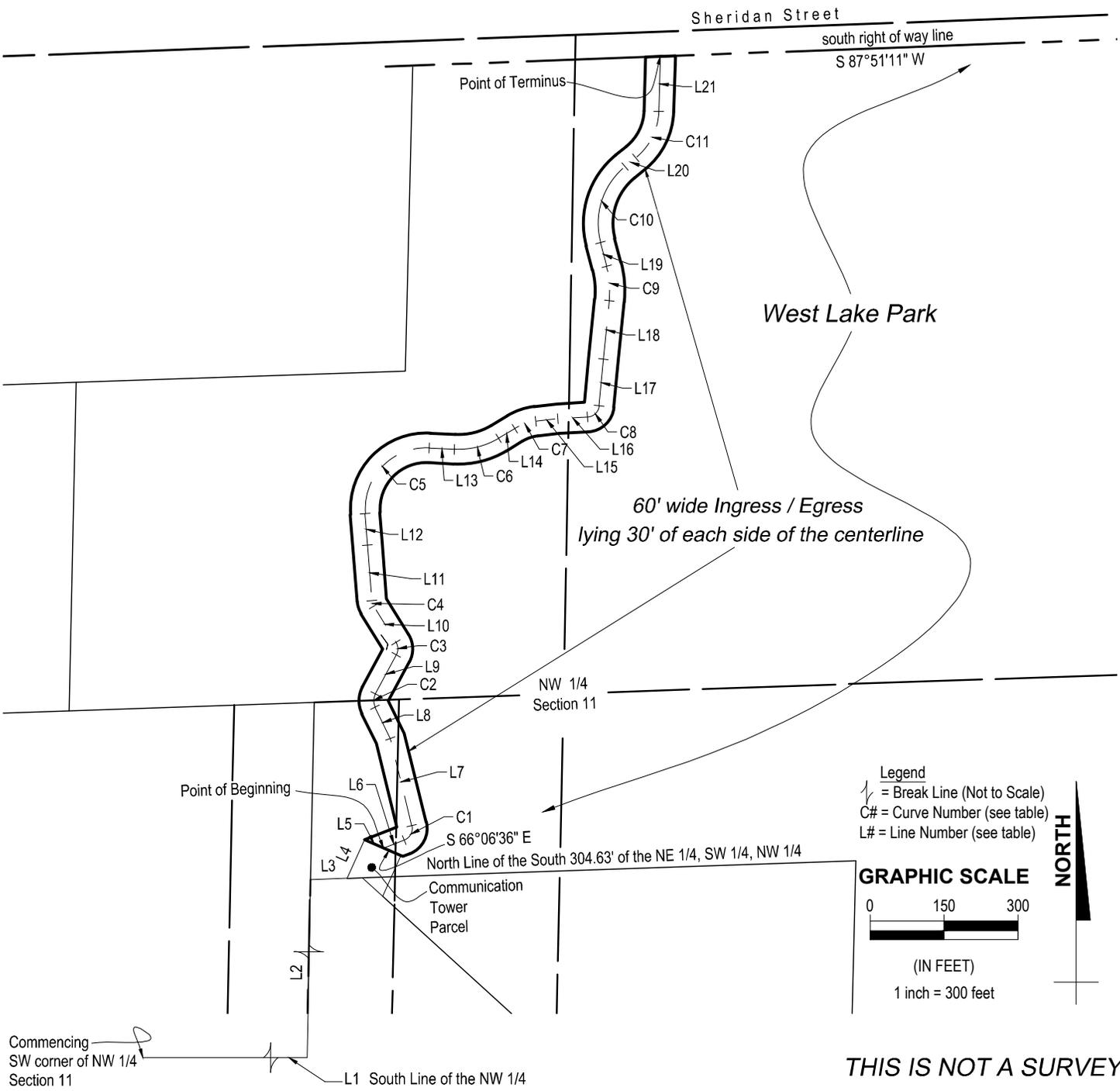


Wood Environment & Infrastructure Solutions, Inc.

550 Northlake Boulevard, Suite 1000
 Altamonte Springs, FL 32701 USA
 Phone: (407) 522-7570
 www.woodplc.com

Certificate of Authorization Number LB-0007932

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL:
ESTATE:
PURPOSE: INGRESS / EGRESS



Legend
 ↯ = Break Line (Not to Scale)
 C# = Curve Number (see table)
 L# = Line Number (see table)

GRAPHIC SCALE
 0 150 300
 (IN FEET)
 1 inch = 300 feet

NORTH

THIS IS NOT A SURVEY

PROJECT TITLE:		<i>Sketch of Description</i>	
		<i>West Lake Park</i>	
		<i>Section 11, Township 51 South, Range 42 East, Broward County, Florida</i>	
Wood Environment & Infrastructure Solutions, Inc.			
550 Northlake Boulevard, Suite 1000			
Altamonte Springs, FL 32701 USA			
Phone: (407) 522-7570			
www.woodplc.com			
Certificate of Authorization Number LB-0007932			
DATE	BY	DESCRIPTION	
REVISION			
DRAWN BY: MR	CHKD. BY: CBG		
DATE: 04/23/2019	DATE: 04/23/2019		
JOB No. 6166170575.240	SCALE: 1"=300'	SHT. 3	OF 3
DRAWING NAME: WEST_LAKE_PARK_IE.dwg			

I:\ODD-FS\PROJECTS\6374\2017\16166170575.240 - MOTOROLA BROWARD CO. A&E\WEST LAKE PARK\00 CIVIL 3D 2016\WEST_LAKE_PARK_IE.DWG

Aitken Property

Folio: 5040 2600 0010

Address: 3801 South Flamingo Road, Davie, Florida

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 290.01 feet; Thence South 89°44'56" West, a distance of 450.61 feet; Thence North 01°47'00" West, a distance of 290.01 feet; Thence North 89°44'56" East, a distance of 450.61 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress described as follows:

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet; Thence South 01°47'00" East, a distance of 290.01 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 250.18 feet; Thence South 89°44'56" West, a distance of 25.01 feet; Thence North 01°47'00" West, a distance of 250.18 feet; Thence North 89°44'56" East, a distance of 25.01 feet to the POINT OF BEGINNING Said lands lying in the Town of Davie, Broward County, Florida.

Together with a road easement, more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Section 26, thence in a Southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the POINT OF BEGINNING; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91°12'23" as measured in a clockwise direction from the aforesaid course, a distance of 1615.36 feet to a point: thence in a Northerly direction with an interior angle of 91°12'23" a distance of 74.56 feet to a point; thence in an Easterly direction parallel to and 540.00 feet South of the North line of Section 26 a distance of 1615.00 feet, more or less, to the POINT OF BEGINNING.

Together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to the Property; all buildings, fixtures, appliances, and other improvements existing thereon; all fill and top soil thereon; all oil, gas, and mineral rights possessed by Seller thereon; all right, title, and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights of way appurtenant to the Property; and all right, title, and interest of Seller in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Property.

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF TAMARAC REGARDING PROPERTY TRANSFERS**

This First Amendment to Interlocal Agreement (“First Amendment”) is entered into by Broward County, a political subdivision of the State of Florida (the “County”), and the City of Tamarac, a Florida municipal corporation (the “City”) (collectively, the County and the City are referred to as the “Parties”).

RECITALS

A. The County and the City are parties to that certain Interlocal Agreement Regarding Transfer of Property, dated October 15, 2019 (“Agreement”), pursuant to which County assigned to City its right to purchase of certain property located at 3801 South Flamingo Road, Davie, Florida (“Aitken Property”).

B. Pursuant to the Agreement, the City has acquired the Aitken Property.

C. The Parties now desire to amend the Agreement to provide for an exchange of property pursuant to Section 125.37, Florida Statutes. Specifically, the County desires to transfer to the City a portion of property located in West Lake Park at approximately 1200 Sheridan Street, Hollywood, Florida (“WLP Property”), as more particularly described below and in **Exhibit D**, and the City desires to transfer the Aitken Property to the County as a like acre-for-acre replacement of the transferred WLP Property.

D. The Parties also desire to set forth the terms of a lease agreement between the City, as lessor, and the County, as lessee, for the WLP Property.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. All Recital clauses stated above are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Article 1 of the Agreement shall be amended to add a new Section 1.4 as follows:
...
1.4 WLP Property shall mean the portion of property located in West Lake Park at approximately 1200 Sheridan Street, Hollywood, Florida, as more particularly described in **Exhibit D**.
3. Article 2 of the Agreement shall be amended to add new Sections 2.2 and 2.3 as follows:

2.2 WLP Property Exchange.

2.2.1 Property Exchange. Within thirty (30) calendar days after the effective date of the First Amendment to this Agreement (or such longer period as the County Administrator may approve in writing) and, provided that the County has authorized the exchange pursuant to Section 125.37, Florida Statutes, the City shall transfer the Aitken Property to the County in exchange for the WLP Property, as a like acre-for-acre replacement of the WLP Property. The County shall be solely responsible for all taxes, recording fees, or other reasonable out-of-pocket expenses incurred in connection with the transaction. The City hereby approves the warranty deed in the form attached as **Exhibit E** and authorizes its Mayor and City Manager to execute a warranty deed in the form attached as **Exhibit E** and all closing documents necessary to effectuate the City's transfer of the Aitken Property to the County and the County's transfer of the WLP Property to the City. The City acknowledges that the County will transfer the WLP Property through a quitclaim deed evidencing the transfer pursuant to the terms of this Agreement.

2.3 WLP Property Lease. The City shall lease the WLP Property to the County to be used for park purposes and utilization as a site for a radio communications tower and related equipment for the County's public safety communications network. The lease shall be recorded in the Official Records of Broward County, at the County's expense. The County shall prepare an appropriate lease agreement, in form and substance reasonably acceptable to the Parties, detailing the terms and conditions of the lease, which shall include the following:

2.3.1 The annual rent to be paid by the County to the City for the WLP Property shall be Sixty-Two Thousand Four Hundred Dollars (\$62,400), paid annually in advance. This amount shall increase two percent (2%) each year the lease remains in effect. Subject to the other terms and conditions of this Agreement, the lease shall be effective for a term of fifty (50) years, with three (3) automatic renewals, thereafter, each for a period of ten (10) years. Upon termination of the lease, if requested by County, the Parties agree to enter into a subsequent lease on the same terms stated in Section 2.3, including without limitation the same financial and durational terms and the repurchase right stated below, and other customary lease terms as to which neither party shall unreasonably object.

2.3.2 The County shall be solely responsible for all maintenance, repair, and security on the WLP Property.

2.3.3 The County may restrict the City's access to the WLP Property as the County determines appropriate, based upon the County's use of the WLP Property.

2.4 County Option to Repurchase WLP Property. If the County decides for any reason not to construct a radio communications tower and related equipment on the WLP Property, the County shall have the option to repurchase the WLP Property from

the City for nominal consideration at any time during the term of the lease. If the radio communications tower and related equipment are constructed on the WLP Property, the County shall have the option to repurchase the WLP Property from the City for nominal consideration at any time after five (5) years after the commencement date of the lease. If the County exercises its repurchase option, the County shall prepare, and the City shall execute (and shall authorize an appropriate signatory to execute) all closing documents necessary to effectuate the County's repurchase of the WLP Property. If such purchase occurs, the lease shall terminate effective upon conveyance to the County of the WLP Property, in which event neither party shall have any further rights or obligations under the lease.

4. Section 3.3 of the Agreement is deleted in its entirety and replaced with the following:

3.3 Statement of Intent; Further Assurances. The Parties acknowledge that the purpose of this Agreement is to permit the County's use of the WLP Property to construct and operate a radio communications tower for the County's public safety radio system. In order for the WLP Property to be used for this purpose, the Broward County Charter requires that the WLP Property be transferred to a municipality in exchange for municipal-owned property that will be restricted to park purposes. To facilitate the exchange at no cost to the City, the Aitken Property was acquired in the name of the City with funds provided by the County; and ownership of the WLP Property is being transferred to the City to be leased back to the County. This Agreement shall be construed to effectuate the intent of the Parties stated in this paragraph. The Parties shall execute and deliver such further documents and instruments and take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

5. The Agreement is amended to incorporate **Exhibit D** and **Exhibit E** of this First Amendment as **Exhibit D** and **Exhibit E** to the Agreement.

6. Effective Date; Time is of the Essence. The First Amendment shall become effective as of the date it is executed by the last of the Parties executing the First Amendment.

7. Joint Preparation. This First Amendment has been jointly prepared by the Parties hereto, and shall not be construed more strictly against any party.

8. Headings and Interpretation. The headings contained in this First Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Amendment. All personal pronouns used in this First Amendment 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 First Amendment as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Any reference to days shall be deemed to refer to calendar days unless otherwise expressly stated.

9. Counterparts. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: 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 _____, 2021, and the CITY OF TAMARAC, signing by and through its Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its County Administrator

Signature of Witness 1

By: _____

Bertha Henry
County Administrator

Print Name of Witness 1

____ day of _____, 20__

Signature of Witness 2

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

Print Name of Witness 2

By: _____

Annika E. Ashton (Date)
Deputy County Attorney

AEA
First Amendment Interlocal Agreement with Tamarac
4/5/2021
#561682

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF TAMARAC REGARDING PROPERTY TRANSFERS**

CITY

ATTEST:

CITY OF TAMARAC

CITY CLERK

By: _____
CITY MAYOR

Print Name

_____ day of _____, 2019

APPROVED AS TO FORM & LEGAL SUFFICIENCY
for the use and reliance of the
City of Tamarac, Florida:

City Attorney

Exhibit D (WLP Property including Access Road Parcel)

PARCEL A

A portion of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 11, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11, thence North 88°06'10" East along the South line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence North 01°13'56" East, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence North 88°00'05" East along said line, for a distance of 74.95 feet to the Point of Beginning; thence North 23°54'58" East, a distance of 85.96 feet; thence South 66°06'36" East, a distance of 80.18 feet; thence South 24°00'05" West, a distance of 90.17 feet to the Westerly line of those lands described in Official Records Book 23507, Page 417; thence North 47°39'51" West along said line, for a distance of 55.42 feet, thence South 88°00'05" West, a distance of 30.53 feet to the Point of Beginning.

TOGETHER WITH

PARCEL B

That part of the Northwest one-quarter of Section 11, Township 51 South, Range 42 East, Broward County, Florida; being more particularly described as follows:

A 60 foot wide parcel lying 30 feet each side of the following described centerline:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11; thence N88°06'10" E along the south line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence N01°13'56"E, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence N88°00'05"E along said line, for a distance of 74.95 feet; thence N23°54'58"E, a distance of 85.96 feet; thence S66°06'36"E, a distance of 42.35 feet to the POINT OF BEGINNING of the herein described centerline; thence N68°47'20"E, a distance of 44.72 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 82°36'48", a distance of 36.05 feet to a point of tangency; thence N13°49'29"W, a distance of 181.95 feet; thence N26°02'01"W, a distance of 70.27 feet to the point of curvature of a curve with a radius of 29.72 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 54°19'28", a distance of 28.17 feet to a point of tangency; thence N28°17'27"E, a distance of 89.77 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 59°50'45", a distance of 26.11 feet to a point of tangency; thence N31°33'18"W, a distance of 86.49 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 27°01'45", a distance of 11.79 feet to a point of tangency; thence N04°31'33"W, a distance of 112.82 feet; thence N04°20'57"W, a distance of 64.16 feet to the point of

curvature of a curve with a radius of 123.61 feet, concave to the southeast; thence northerly along said curve to the right through a central angle of $97^{\circ}27'45''$, a distance of 210.27 feet to a point of tangency; thence $S86^{\circ}53'12''E$, a distance of 51.02 feet to the point of curvature of a curve with a radius of 157.58 feet, concave to the north; thence easterly along said curve to the left through a central angle of $34^{\circ}11'12''$, a distance of 94.02 feet to a point of tangency; thence $N58^{\circ}55'36''E$, a distance of 38.01 feet to the point of curvature of a curve with a radius of 108.05 feet, concave to the south; thence northeasterly along said curve to the right through a central angle of $24^{\circ}10'52''$, a distance of 45.60 feet to a point of tangency; thence $N83^{\circ}06'28''E$, a distance of 44.83 feet; thence $N86^{\circ}43'45''E$, a distance of 60.06 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of $81^{\circ}28'37''$, a distance of 35.55 feet to a point of tangency; thence $N05^{\circ}15'08''E$, a distance of 94.71 feet; thence $N05^{\circ}49'12''E$, a distance of 119.50 feet to the point of curvature of a curve with a radius of 194.56 feet, concave to the west; thence northerly along said curve to the left through a central angle of $20^{\circ}40'29''$, a distance of 70.21 feet to a point of tangency; thence $N14^{\circ}51'17''W$, a distance of 49.81 feet to the point of curvature of a curve with a radius of 148.86 feet, concave to the east; thence northerly along said curve to the right through a central angle of $65^{\circ}48'56''$, a distance of 171.00 feet to a point of tangency; thence $N50^{\circ}57'38''E$, a distance of 27.70 feet to the point of curvature of a curve with a radius of 126.58 feet, concave to the northwest; thence northeasterly along said curve to the left through a central angle of $49^{\circ}07'08''$, a distance of 108.51 feet to a point of tangency; thence $N01^{\circ}50'31''E$, a distance of 111.53 feet to the south right of way line of Sheridan Street and the Point of Terminus of said centerline.

The side lines of the above described parcel are prolonged or shortened as necessary in order to form a 60 foot wide strip bounded on the South by the north line of a communication tower parcel (with a bearing of $S 66^{\circ}06'36'' E$) and on the North by the south right of way line of Sheridan Street (with a bearing of $S 87^{\circ}51'11'' W$).

Exhibit E (Aitken Property Warranty Deed)

Return recorded copy to:

Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501 Fort
Lauderdale, FL 33301

This document prepared by and approved as to
form by: Annika Ashton
Broward County Attorney's Office
115 South Andrews Avenue, Room 423 Fort
Lauderdale, FL 33301

Folio: 5040 2600 0010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ___ day of _____, 20___, by and between **CITY OF TAMARAC, a municipal corporation of the State of Florida** whose address is 7525 NW 88th Avenue, Tamarac, Florida 33321, hereinafter called "**Grantor**" and **BROWARD COUNTY, a political subdivision of the State of Florida**, whose address 115 South Andrews Avenue, Room 501, 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 considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto **Grantee**, its successors and assigns forever, all that certain land situate in Broward County, Florida, described in **EXHIBIT A**, attached hereto and made a part hereof.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with **Grantee** that **Grantor** is lawfully seized of said property in fee simple that **Grantor** has good right and lawful authority to sell and convey said property, and **Grantor** hereby fully warrants the title to said property and will defend same against the lawful claims of all persons and parties claiming by, through, or under **Grantor**, but against none other.

WD from City to BC – Aitken parcel

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first above written.

Signed, sealed, and delivered
in the presence of

WITNESS:

CITY OF TAMARAC, a municipal corporation of the
Florida

(Signature)

By: _____

(Print Name of Witness)

Printed Name: _____

Title: _____

Attested by:

(Signature)

Pat Teufel, City Clerk

(Print Name of Witness)

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 _____ and City Clerk of the City of Tamarac, a municipal corporation of the State of Florida. He/she is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Printed name of officer taking acknowledgment)

My commission expires: _____

REF: Approved BCC _____ Item No: _____

Return to BC Real Property Section

WD from City to BC – Aitken parcel

**EXHIBIT A to Warranty Deed
Legal Description**

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 290.01 feet; Thence South 89°44'56" West, a distance of 450.61 feet; Thence North 01°47'00" West, a distance of 290.01 feet; Thence North 89°44'56" East, a distance of 450.61 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress described as follows:

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet; Thence South 01°47'00" East, a distance of 290.01 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 250.18 feet; Thence South 89°44'56" West, a distance of 25.01 feet; Thence North 01°47'00" West, a distance of 250.18 feet; Thence North 89°44'56" East, a distance of 25.01 feet to the POINT OF BEGINNING Said lands lying in the Town of Davie, Broward County, Florida.

Together with a road easement, more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Section 26, thence in a Southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the POINT OF BEGINNING; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91°12'23" as measured in a clockwise direction from the aforesaid course, a distance of 1615.36 feet to a point; thence in a Northerly direction with an interior angle of 91°12'23" a distance of 74.56 feet to a point; thence in an Easterly direction parallel to and 540.00 feet South of the North line of Section 26 a distance of 1615.00 feet, more or less, to the POINT OF BEGINNING.

Together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to the Property; all buildings, fixtures, appliances, and other improvements existing thereon; all fill and top soil thereon; all oil, gas, and mineral rights possessed by Seller thereon; all right, title, and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights of way appurtenant to the Property; and all right, title, and interest of Seller in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Property.

Return recorded copy to:

Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Annika E. Ashton
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio: 5142 1100 0020
5142 1100 0010
5142-1100-0080

QUITCLAIM DEED

(Pursuant to Sections 125.411 and 125.35(2), Florida Statutes)

THIS QUITCLAIM DEED, made this ___ day of _____, 20___, by **BROWARD COUNTY, a political subdivision of the State of Florida** ("Grantor"), whose address is Governmental Center, Room 423, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and **the CITY OF TAMARAC, a Florida municipal corporation** ("Grantee"), whose address is 7525 NW 88th Avenue, Tamarac, Florida 33321. (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.)

WITNESSETH: That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other valuable considerations, 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 that certain real property described in **Exhibit A**, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, 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 2021 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

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

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

EXHIBIT A

PARCEL A

A portion of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 11, Township 51 South, Range 42 East, being more particularly described as follows:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11, thence North 88°06'10" East along the South line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence North 01°13'56" East, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence North 88°00'05" East along said line, for a distance of 74.95 feet to the Point of Beginning; thence North 23°54'58" East, a distance of 85.96 feet; thence South 66°06'36" East, a distance of 80.18 feet; thence South 24°00'05" West, a distance of 90.17 feet to the Westerly line of those lands described in Official Records Book 23507, Page 417; thence North 47°39'51" West along said line, for a distance of 55.42 feet, thence South 88°00'05" West, a distance of 30.53 feet to the Point of Beginning.

TOGETHER WITH

PARCEL B

That part of the Northwest one-quarter of Section 11, Township 51 South, Range 42 East, Broward County, Florida; being more particularly described as follows:

A 60 foot wide parcel lying 30 feet each side of the following described centerline:

Commencing at the Southwest corner of Northwest one-quarter (NW 1/4) of said Section 11; thence N88°06'10" E along the south line of the Northwest one-quarter (NW 1/4) of said Section 11, a distance of 830.59 feet; thence N01°13'56"E, a distance of 971.19 feet to the North line of the South 304.63 feet of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 11; thence N88°00'05"E along said line, for a distance of 74.95 feet; thence N23°54'58"E, a distance of 85.96 feet; thence S66°06'36"E, a distance of 42.35 feet to the POINT OF BEGINNING of the herein described centerline; thence N68°47'20"E, a distance of 44.72 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 82°36'48", a distance of 36.05 feet to a point of tangency; thence N13°49'29"W, a distance of 181.95 feet; thence N26°02'01"W, a distance of 70.27 feet to the point of curvature of a curve with a radius of 29.72 feet, concave to the east; thence northwesterly

along said curve to the right through a central angle of 54°19'28", a distance of 28.17 feet to a point of tangency; thence N28°17'27"E, a distance of 89.77 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the west; thence northeasterly along said curve to the left through a central angle of 59°50'45", a distance of 26.11 feet to a point of tangency; thence N31°33'18"W, a distance of 86.49 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the east; thence northwesterly along said curve to the right through a central angle of 27°01'45", a distance of 11.79 feet to a point of tangency; thence N04°31'33"W, a distance of 112.82 feet; thence N04°20'57"W, a distance of 64.16 feet to the point of curvature of a curve with a radius of 123.61 feet, concave to the southeast; thence northerly along said curve to the right through a central angle of 97°27'45", a distance of 210.27 feet to a point of tangency; thence S86°53'12"E, a distance of 51.02 feet to the point of curvature of a curve with a radius of 157.58 feet, concave to the north; thence easterly along said curve to the left through a central angle of 34°11'12", a distance of 94.02 feet to a point of tangency; thence N58°55'36"E, a distance of 38.01 feet to the point of curvature of a curve with a radius of 108.05 feet, concave to the south; thence northeasterly along said curve to the right through a central angle of 24°10'52", a distance of 45.60 feet to a point of tangency; thence N83°06'28"E, a distance of 44.83 feet; thence N86°43'45"E, a distance of 60.06 feet to the point of curvature of a curve with a radius of 25.00 feet, concave to the northwest; thence easterly along said curve to the left through a central angle of 81°28'37", a distance of 35.55 feet to a point of tangency; thence N05°15'08"E, a distance of 94.71 feet; thence N05°49'12"E, a distance of 119.50 feet to the point of curvature of a curve with a radius of 194.56 feet, concave to the west; thence northerly along said curve to the left through a central angle of 20°40'29", a distance of 70.21 feet to a point of tangency; thence N14°51'17"W, a distance of 49.81 feet to the point of curvature of a curve with a radius of 148.86 feet, concave to the east; thence northerly along said curve to the right through a central angle of 65°48'56", a distance of 171.00 feet to a point of tangency; thence N50°57'38"E, a distance of 27.70 feet to the point of curvature of a curve with a radius of 126.58 feet, concave to the northwest; thence northeasterly along said curve to the left through a central angle of 49°07'08", a distance of 108.51 feet to a point of tangency; thence N01°50'31"E, a distance of 111.53 feet to the south right of way line of Sheridan Street and the Point of Terminus of said centerline.

The side lines of the above described parcel are prolonged or shortened as necessary in order to form a 60 foot wide strip bounded on the South by the north line of a communication tower parcel (with a bearing of S 66°06'36" E) and on the North by the south right of way line of Sheridan Street (with a bearing of S 87°51'11" W).

Return recorded copy to:

Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Annika Ashton
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio: 5040 2600 0010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ____ day of _____, 20 ____, by and between **CITY OF TAMARAC, a municipal corporation of the State of Florida** whose address is 7525 NW 88th Avenue, Tamarac, Florida 33321, hereinafter called "**Grantor**" and **BROWARD COUNTY, a political subdivision of the State of Florida**, whose address 115 South Andrews Avenue, Room 501, 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 considerations, receipt of which is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto **Grantee**, its successors and assigns forever, all that certain land situate in Broward County, Florida, described in **EXHIBIT A**, attached hereto and made a part hereof.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD THE SAME IN FEE SIMPLE FOREVER.

AND Grantor hereby covenants with **Grantee** that **Grantor** is lawfully seized of said property in fee simple that **Grantor** has good right and lawful authority to sell and convey said property, and **Grantor** hereby fully warrants the title to said property and will defend same against the lawful claims of all persons and parties claiming by, through, or under **Grantor**, but against none other.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date first above written.

Signed, sealed, and delivered
in the presence of

WITNESSES:

CITY OF TAMARAC, a municipal
corporation of the State of Florida

Print Name: _____

By: _____

Print Name: _____

Printed Name:

Title:

Attested by:

Pat Teufel, City Clerk

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 _____ and _____, as _____ and City Clerk of the City of Tamarac, a municipal corporation of the State of Florida. He/she is personally known to me or has produced _____ as identification.

SIGNATURE NOTARY

PRINT NAME
NOTARY SEAL

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

WD from City to BC – Aitken parcel

**EXHIBIT A to Special Warranty Deed
Legal Description**

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 290.01 feet; Thence South 89°44'56" West, a distance of 450.61 feet; Thence North 01°47'00" West, a distance of 290.01 feet; Thence North 89°44'56" East, a distance of 450.61 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress described as follows:

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet; Thence South 01°47'00" East, a distance of 290.01 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 250.18 feet; Thence South 89°44'56" West, a distance of 25.01 feet; Thence North 01°47'00" West, a distance of 250.18 feet; Thence North 89°44'56" East, a distance of 25.01 feet to the POINT OF BEGINNING Said lands lying in the Town of Davie, Broward County, Florida.

Together with a road easement, more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Section 26, thence in a Southerly direction along the East line of Section 26, said line also being the center line of Flamingo Road Canal, a distance of 540.19 feet to a point, said point being the POINT OF BEGINNING; thence continue along the aforementioned course a distance of 65.81 feet to a point; thence in a Westerly direction, with an angle of 91°12'23" as measured in a clockwise direction from the aforesaid course, a distance of 1615.36 feet to a point; thence in a Northerly direction with an interior angle of 91°12'23" a distance of 74.56 feet to a point; thence in an Easterly direction parallel to and 540.00 feet South of the North line of Section 26 a distance of 1615.00 feet, more or less, to the POINT OF BEGINNING.

Together with all tenements, hereditaments, privileges, rights-of-reverter, servitudes, and other rights appurtenant to the Property; all buildings, fixtures, appliances, and other improvements existing thereon; all fill and top soil thereon; all oil, gas, and mineral rights possessed by Seller thereon; all right, title, and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights of way appurtenant to the Property; and all right, title, and interest of Seller in and to any and all covenants, restrictions, agreements, and riparian rights benefiting the Property.

Return recorded copy to:

Broward County Facilities Management Division
Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, FL 33301

This document prepared by
and approved as to form by:
Annika E. Ashton
Broward County Attorney's Office
115 South Andrews Avenue, Room 423
Fort Lauderdale, FL 33301

Folio: 5040 2600 0010

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants is made this ___ day of _____, 20___, by Broward County, hereinafter referred to as "County."

- A. County is the fee title owner of that certain real property located at 3801 South Flamingo Road, Davie, Florida 33330, more particularly described in **Exhibit A** attached hereto and made a part hereof ("Property").
- B. Pursuant to Section 8.13 of the Broward County Charter ("Charter"), County acquired the Property from the City of Tamarac as a like acre-for-acre replacement for certain property the County transferred to the City of Tamarac ("West Lake Parcel"), which West Lake Parcel is located in West Lake Park.
- C. West Lake Park is designated as a Regional Park under the Charter and in order to comply with the Charter's requirements for transferring Regional Park property to a municipality, the Broward County Board of County Commissioners ("Board") wishes to limit the use of the Property to park purposes, as defined in the Charter.

NOW THEREFORE, County hereby declares that the property shall be developed, held, maintained, and owned subject to the following designations and restrictive covenants.

1. **Recitals**. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.
2. **Restrictions**. The use of the Property shall be limited to Park Purposes, defined in Section 8.13 of the Charter as the use of an area of land in the pursuit of outdoor leisure, athletic, or recreational activities and facilities ancillary thereto including, but not limited to, cultural, educational, and civic facilities, animal exhibits, habitats, band shells, pavilions, outdoor classrooms, and concessions.

3. **Covenant Running with the Land.** This Declaration of Restrictive Covenants shall be recorded in the Official Records of Broward County, Florida and shall run with the Property and shall be binding on all persons and entities acquiring title and use of the Property.
4. **Modification and Termination.** No modification or termination of this Declaration of Restrictive Covenants shall be permitted unless specifically approved by a four-fifths vote of the entire Board at a noticed public hearing. Notice of the proposed modification or termination shall be given at least ten (10) days prior to the action by the Board by publication in a newspaper of general circulation in Broward County. In addition, at least ten (10) days prior to the public hearing, the Parks and Recreation Division, or its success division or agency, shall post a sign visible from the street upon the Property. The sign shall be in accordance with municipal regulations relating to signs and shall provide pertinent information regarding the proposed modification or termination.
5. **Invalidation.** Invalidation of any of these restrictive covenants by judgment or court order shall no way affect any other conditions, which will remain in full force and effect.
6. **Effective Date.** This Declaration of Restrictive Covenants shall be effective upon recordation in the Official Records of Broward County, Florida.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, County has caused this Declaration of Restrictive Convents to be executed in its name by its Board of County Commissioners, acting by the Mayor or Vice-Mayor of said Board, authorized to execute same by action of the Board on the ____ day of _____, 20__ (Item ____).

COUNTY

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

REF: Approved BCC _____ Item No: _____
Return to BC Real Property Section

EXHIBIT A to Declaration of Restrictive Covenants

Legal Description of Property

A portion of the Northeast one-quarter (N.E. 1/4) of Section 26, Township 50 South, Range 40 East, in Broward County, Florida, described as follows:

Commence at the Northeast corner of said Section 26; Thence South 89°44'56" West on the North line of said Section 26, a distance of 814.97 feet to the POINT OF BEGINNING; Thence South 01°47'00" East, a distance of 290.01 feet; Thence South 89°44'56" West, a distance of 450.61 feet; Thence North 01°47'00" West, a distance of 290.01 feet; Thence North 89°44'56" East, a distance of 450.61 feet to the POINT OF BEGINNING.

Together with an easement for ingress/egress described as follows:

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