

PREPARED BY AND RETURN TO:

Andrew J. Schein, Esq.  
Lochrie & Chakas, P.A.  
699 N. Federal Highway, Suite 400  
Fort Lauderdale, FL 33304

Folio Nos: 494216150100 and 494216150091



(Space Above Reserved for Recording Information)

**Declaration Regarding Maintenance Obligation**  
Supervisor of Elections Facility

THIS Declaration of Maintenance Obligation (“Declaration”) is made this \_\_\_\_ day of \_\_\_\_, 2025 (the “Effective Date”), by Broward County, a political subdivision of the State of Florida (the “Owner”), whose address is Broward County Governmental Center, 115 S. Andrews Avenue, Fort Lauderdale, FL 33301, in favor of the City of Fort Lauderdale, a Florida municipal corporation, whose address is 101 Northeast 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301 (the “City”).

**Recitals**

- A. The City has approved the development plan under DRC case # UDP-S21042, approved on November 22, 2021 for the project known as “Supervisor of Elections Facility” (“Approved Development Plan”); and
- B. Owner is in the process of developing the Supervisor of Elections Facility on that certain real property located in the City of Fort Lauderdale, Broward County, Florida, more particularly described in **Exhibit “A”** attached hereto (“Property”); and
- C. As a part of the approval of the Approved Development Plan by the City, the Owner requested the right to install landscaping, structural soil, and irrigation, (“Special Improvements”) within parts of those certain rights-of-way known as SW 49th Street, located immediately adjacent to the Property (“Special Improvement Area”), as more particularly described by the sketch and legal description provided in **Exhibit “B”** attached hereto and made a part hereof; and
- D. As a condition of approval of the Approved Development Plan and in consideration of the City authorizing the installation of the Special Improvements, the Owner is required to maintain the Special Improvements within the Special Improvement Area; and
- E. The design and construction documents describing and depicting the locations, material specifications, dimensions, and the criteria for installation, testing and acceptance for the Special Improvements were reviewed and approved on March 13, 2024 by the Development Services Department under Permit No. ENG-LAND-22110012 (Building Permit); and

F. The Special Improvements were installed by the Owner in accordance with the Building Permit and inspected and approved by the Development Services Department on June 24, 2024; and

G. In consideration of the foregoing, Owner wishes to declare its responsibilities with regard to the construction and maintenance of the Special Improvements within the Special Improvement Area, all as described herein and the conditions upon which it makes this Declaration.

NOW, THEREFORE, in consideration of the approvals and permits described in this Declaration, Owner hereby declares that the Property shall be held and conveyed subject to the following:

Section 1. Recitals Incorporated by Reference. The above recitals are true, complete and correct and are incorporated herein by this reference.

Section 2. Maintenance. Owner shall, at its own cost and expense, install and at all times maintain or cause to be maintained the Special Improvements as described and depicted in the Approved Development Plan and Special Improvement Area, together with any supporting materials under or around the Special Improvements, including but not limited to limerock base, stabilized subbase and concrete banding, by: (1) repairing or replacing, as necessary, any materials within the Special Improvement Area that require repair or replacement; and (2) cleaning the Special Improvement Area, as needed, to maintain the Special Improvement Area in a neat and attractive manner. To the extent required in order to comply with its obligations hereunder, the Owner shall have the right to enter rights-of-way and easements under the City's jurisdiction within and adjacent to the Special Improvement Area. Notwithstanding the foregoing, Owner shall not be responsible to repair, replace, or maintain any City improvements, facilities, infrastructure or utilities on, under, or about the Special Improvement Area except as otherwise specifically provided in this Declaration.

2.1 Prior to the repair and/or replacement and/or modification of the Special Improvements pursuant to the terms of this Declaration, Owner shall submit a permit application with construction plans and details to the Development Services Department for review. As part of the permit application, Owner shall also furnish a cost estimate and surety bond in a form and amount acceptable to the City Engineer and payable to City in a sum equal to the cost of constructing the Improvements and which guarantees to City the completion of the Improvements, guarantees the performance of the work necessary to complete same as well as full payment of all suppliers, materialmen, laborers, or subcontractors employed to provide services to complete such work in accordance with the terms of this Declaration, from a surety company having at least an A.M. Best's Policy holder's rating and a Class VII Best's Financial Size Category. In order for the City to verify the bond amount, the cost estimate shall include a breakdown of the individual components of work, cost of the materials, labor and equipment to install the improvements, complete and in place, to the satisfaction of the City.

2.2 Owner shall conduct periodic inspections to identify any potential defects and general integrity of the Special Improvements (breakage, chipping, cracking, settlement, change in surface texture, foreign materials on surface) that may result in

changes of grade, slope, ponding of surface water, surface texture, slip resistance, undermining of supporting materials and loss of pavers that would create a trip hazard or other safety hazard. Owner shall make best efforts to inspect and proactively repair any such defects to the Special Improvements to eliminate any potential hazards to the public safety at all times. Failure to conduct periodic inspections and maintain the Special Improvements to the satisfaction of the City Engineer shall be cause for termination of this Declaration.

2.3 All repairs and replacements Owner makes as declared herein shall be at least of equal quality and class to the original work and shall be subject to the approval of the City Engineer and subject, if necessary, to any other development permit required by law, which approval shall not be unreasonably withheld, conditioned, or delayed. When making such repairs and replacements or performing maintenance of the Special Improvements within the Special Improvement Area, Owner shall comply with all applicable laws, ordinances, codes, regulations, and State and City engineering standards then in effect. In the event Owner damages any utilities, facilities, infrastructure, or other City improvements located in, under or around the Special Improvement Area as a result of its repair or maintenance of the Special Improvements within the Special Improvement Area, Owner shall be responsible for the cost of City to repair and restore the utility, facilities, infrastructure, or other City improvement.

2.4 It is acknowledged that the Special Improvements within the Special Improvement Area are designed and constructed with special materials that are different from the materials used to construct other City sidewalks and/or rights-of-way. In the event the City disturbs or damages the Special Improvement Area as a result of the City's repair of City improvements on, under or around the Special Improvement Area, it is understood that City shall repair the Special Improvement Area to the same level and quality as it would for any other public right-of-way or sidewalk and the Owner shall then be responsible for bringing the Special Improvement Area up to the original permit standards; it being the parties intent that the Special Improvement Area shall always be maintained in the condition specified in the Approved Development Plan.

### Section 3. Insurance.

3.1 Owner is a self-insured political subdivision of the State of Florida, self-insured for various types of liability in accordance with Chapter 768, Florida Statutes. Owner will provide City in **Exhibit "C"** with written verification of liability protection in accordance with all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

3.2 Owner shall require that each third party contractor that is retained to conduct any of Owner's obligations under this Declaration maintain insurance coverage that adequately covers the services provided by that third party contractor. Owner shall ensure that all such third party contractors name City as an additional insured under the third party contractors' applicable insurance policies.

3.3 Until the expiration or sooner termination of this Declaration, title to and ownership of any structures or improvements situated or erected by the Owner within Special Improvement Area and the structures, equipment and other items installed by Owner

therein and any alterations, changes or additions thereto, shall remain with Owner. Subject to the provisions of the Internal Revenue Code and other local, state, and federal regulations, City agrees that Owner, as between City and Owner, shall be entitled to the tax deduction for depreciation for any structure or structures, equipment or other items, improvements, additions, changes or alterations which Owner constructs and installs.

3.4 Owner has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

Section 4. Indemnity. Owner and City are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees, to the extent and within the limitations specified in Section 768.28. Except to the extent sovereign immunity may be deemed waived by entering into this Declaration, nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable nor shall anything included herein be construed as consent by either party to be sued by third parties in any matter arising out of this Declaration or any other contract.

Section 5. Defaults. In the event any one or more of the following events shall occur:

5.1 Owner shall default in making payment to City of any cost or fees, as and when the same shall become due and payable, and such default in payment shall continue for a period of thirty (30) days after written notice to Owner by City; or

5.2 Owner shall file a petition to be declared bankrupt, or insolvent or be adjudicated or declared bankrupt or insolvent by any court, or Owner files for reorganization under the Federal Bankruptcy Code, or for the appointment of a receiver or trustee for all of Owner's Property; or Owner Enters into an arrangement with creditors; or if Owner's creditors institute Bankruptcy proceedings or receivership proceedings which are not dismissed within one hundred eighty (180) days after same are instituted. However, this provision has no effect so long as all of the other provisions of this Declaration are being performed; or

5.3 Owner fails to commence to repair, replace or maintain the Special Improvement Area in accordance with the terms of this Declaration and such failure continues for a period of thirty (30) days after written notice to Owner by City; or

5.4 Owner shall default in complying with any term, covenant or condition of this Declaration and such default in compliance shall continue for a period of thirty (30) days after written notice to Owner by City specifying the claimed default, and Owner shall not, in good faith, have commenced within said thirty (30) day period, to remedy such default and diligently and continuously proceed therewith; then, if any of the above-referenced events should occur, City may serve a written fifteen (15) day notice of cancellation and termination of this Declaration with respect to the Special Improvements and the Special Improvement Area.

Section 6. Termination. In the event of a termination as provided in Section 5.3, the Special Improvements within the Special Improvement Area and all fees, issues and profits thereof, whether then accrued or to accrue, all insurance policies and, vest in and belong to City. Upon termination, the Owner shall continue to have the duty to pay City any costs or fees that have been incurred pursuant to the terms of this Declaration but shall not have further duties, responsibilities, liabilities or obligations with respect to the Special Improvements or the Special Improvement Area except to the extent Owner is in violation of any and all condition(s) of the Approved Development Plan.

Section 7. Remedies of the City.

7.1 In the event the Owner fails to commence to maintain, make repairs, demolish or take such actions required by this Declaration and such default(s) shall continue for a period of thirty (30) days after written notice to Owner by City, and the City does not terminate this Declaration pursuant to Section 5, it is declared that City has the option and right to take such action which was required to be taken by the Owner at Owner's sole cost and expense. Owner shall then be liable for payment to the City for all reasonable and necessary costs and expenses incurred by City in connection with the performance of the action or actions plus a surcharge of five percent (5%) for amounts up to One Thousand Dollars (\$1,000) and ten percent (10%) for amounts over One Thousand Dollars (\$1,000) and Owner shall reimburse City within sixty (60) days following written demand therefor. Interest shall accrue on the unpaid amount at the rate of twelve (12.0%) percent per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law. The City's demand for such payment shall include reasonable documentation supporting the expenses incurred by City. If a dispute arises as to the need for, or amount due to the City for repairs or maintenance undertaken by the City in accordance with this Declaration, and such dispute is not resolved within forty-five (45) days after the date that the City makes the original written demand for payment, the Owner shall pay to City the undisputed amount (if any) and shall provide the City with a bond or other security reasonably acceptable to the City for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to City, the City shall be entitled to recover from the Owner all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels.

7.2 If Owner does not make the payments required by Section 7.1 above within the sixty (60) day period set forth therein, then the City shall have a right to record a Claim of Lien upon the Common Area within the Property, which Claim of Lien may be for all reasonable and necessary costs and expenses of any cure undertaken by the City in accordance with Section 7.1 above, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Claim of Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to the City. The Claim of Lien may be foreclosed by City in the same manner as provided by law for foreclosure of mortgage liens. The Claim of Lien shall continue until payment to the City of the amounts set forth in the Claim of Lien (at which time the City shall record a satisfaction of such lien). In addition to the Claim of Lien, the City shall have all other rights and remedies granted to it by law or in equity for Owner's failure to reimburse the City pursuant to Section 7.1 above. Owner shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien.

7.3 In the event that the City has provided the notice described in subparagraph 7.1, but the Owner has failed to cure or to commence and diligently pursue cure of the default(s), and the City cures such default(s), makes such repairs or undertakes such protection or maintenance or take other actions described herein, and the Owner fails to make payment in accordance with Section 7.1 the Owner shall be in default under this Declaration. Such a default shall not arise where Owner has paid the undisputed amount and secured any disputed amount, or where the Owner pays the costs of cure as set forth in Section 7.1 above prior to a judicial determination of a default. Upon judicial determination of such a default the City shall be entitled to a judgment of specific performance of this Declaration and the City shall have the right to exercise the options provided herein.

7.4 In the event this Declaration is terminated as provided in Section 5 herein, as an alternative to the other remedies provided herein, City has the right to remove whatever improvements have been placed in Special Improvement Area and Owner shall be in violation of a condition of the Approved Development Plan.

Section 8. Assignment. Owner may sell, transfer or assign this Declaration without the prior written consent of City to a transferee of the fee simple interest in the Property or to an owner responsible for the common areas of the Property (including a condominium association, homeowners association or property owners association), with written notice of the assignment and delivery of a copy of the written assumption of responsibilities executed by assignor to City, which such transfer or assignment shall be given in a recordable form and shall be recorded by Owner or Owner's assignee or transferee. Owner's assignee or transferee shall assume all obligations arising under this Declaration, and, thereafter, Owner shall be fully released and relieved from all liability and obligation hereunder. If the Property is converted to condominium form of ownership, then the applicable condominium association shall automatically be deemed the Owner and no other assignment or other documentation is needed in order to effectuate the transfer. Other than as described in this subparagraph, Owner may not sell, transfer or assign this Declaration without the prior written consent of City.

Section 9. Notice. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Declaration, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, transmitting same by Federal Express or similar delivery method, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as City or Owner may from time to time designate by notice as herein provided.

9.1 All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder twenty-four (24) hours after transmission by Federal Express or other nationally recognized overnight mail delivery service or at the time of hand delivery or forty-eight (48) hours after the time that the same shall be deposited in the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in

excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

9.2 Any written notice hereunder shall be addressed as follows, unless either party provides written notice to the other to direct notices other than as set forth herein:

If to City: City Attorney  
City of Fort Lauderdale  
1 East Broward Boulevard, Suite 1605  
Fort Lauderdale, Florida 33301

With a copy to: City Manager  
City of Fort Lauderdale  
401 South East 21<sup>st</sup> Street  
Fort Lauderdale, Florida 33316

If to Owner: Broward County Board of County Commissioners  
c/o County Administrator  
115 S. Andrews Avenue, Room 409  
Fort Lauderdale, FL 33301

With a copy to: Broward County  
c/o Director of Real Property and Real Estate Development  
115 S. Andrews Avenue, Room 501  
Fort Lauderdale, FL 33301

Section 10. Compliance with Governing Laws. The parties shall comply with all applicable laws, ordinances and codes of the United States of America, the State of Florida and all local governments having jurisdiction in carrying out the rights and obligations set forth in this Declaration.

Section 11. Recordation/Successors and Assigns. This Declaration shall be recorded in the public records of Broward County Florida and the rights and obligations hereunder shall be binding upon the Owner and its successors in interest.

Section 12. Covenant Running with the Land. It is intended that this Declaration and the rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

Section 13. Enforcement. The City shall be entitled to enforce the maintenance obligations set forth in this Declaration by an action in law or equity.

Section 14. Florida Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Florida.

Section 15. Venue. Any action or proceeding of any kind arising out of or related to this Declaration shall be brought in the appropriate State or Federal Court for Broward County, Florida. The parties hereto irrevocably consent to service, jurisdiction, and venue in the courts of Broward County, Florida, for any litigation arising from this Declaration and waive any other venue to which any of them might be entitled.

Section 16. Headings/Interpretation. The word or phrase appearing at the commencement of sections or subsections are included only as a guide to the contents thereof and are not to be construed as controlling, enlarging or restricting the language or meaning of the text.

Section 17. Waiver of Jury Trial. THE OWNER, SUBJECT TO CITY AGREEING TO SAME FOR ITSELF, WAIVES ANY RIGHTS IT MAY HAVE TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS DECLARATION AND SHALL NOT ELECT A TRIAL BY JURY. THE OWNER HERETO HAS SEPARATELY, KNOWINGLY AND VOLUNTARILY GIVEN THIS WAIVER OF RIGHT TO TRIAL BY JURY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

Section 18. Third Parties. Unless expressly stated to the contrary in this Declaration, nothing contained in this Declaration, whether express or implied, is intended to confer any rights or remedies under or by reason of this Declaration on any third party as a third-party beneficiary or otherwise.

Section 19. Amendment. This Declaration may be amended, modified or restated only by written consent signed by both Owner and City, and such amendment, modification or restatement shall only become effective when recorded in the Public Records of Broward County, Florida. No other party or person shall be required to join in or consent to any amendment, modification or restatement, nor shall the Owner or City be required to give any notice thereof. If the Property is subsequently governed or administered by a condominium association, homeowners association or property owners' association, then the execution and delivery of any amendment, modification or restatement by such condominium association, homeowners' association or property owners' association shall serve as the consent of the unit owners, homeowners or property owners and no further consent by such unit owners, homeowners or property owners shall be required.

**SIGNATURES AND ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGES**



IN WITNESS WHEREOF, the Owner has executed this Declaration as of the date first above written.

**OWNER**

ATTEST:

Broward County, by and through  
its Board of County Commissioners

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

By: \_\_\_\_\_  
Mayor  
  
day of \_\_\_\_\_, 2025

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 Christina A. Price Digitally signed by Christina A. Price  
Date: 2025.07.23 13:18:42 -04'00'  
Christina A. Price (Date)  
Senior Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E. Ashton  
Date: 2025.07.23 13:18:55 -04'00'  
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 \_\_\_\_\_, the Broward County Mayor, on behalf of Broward County, a political subdivision of the State 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: \_\_\_\_\_

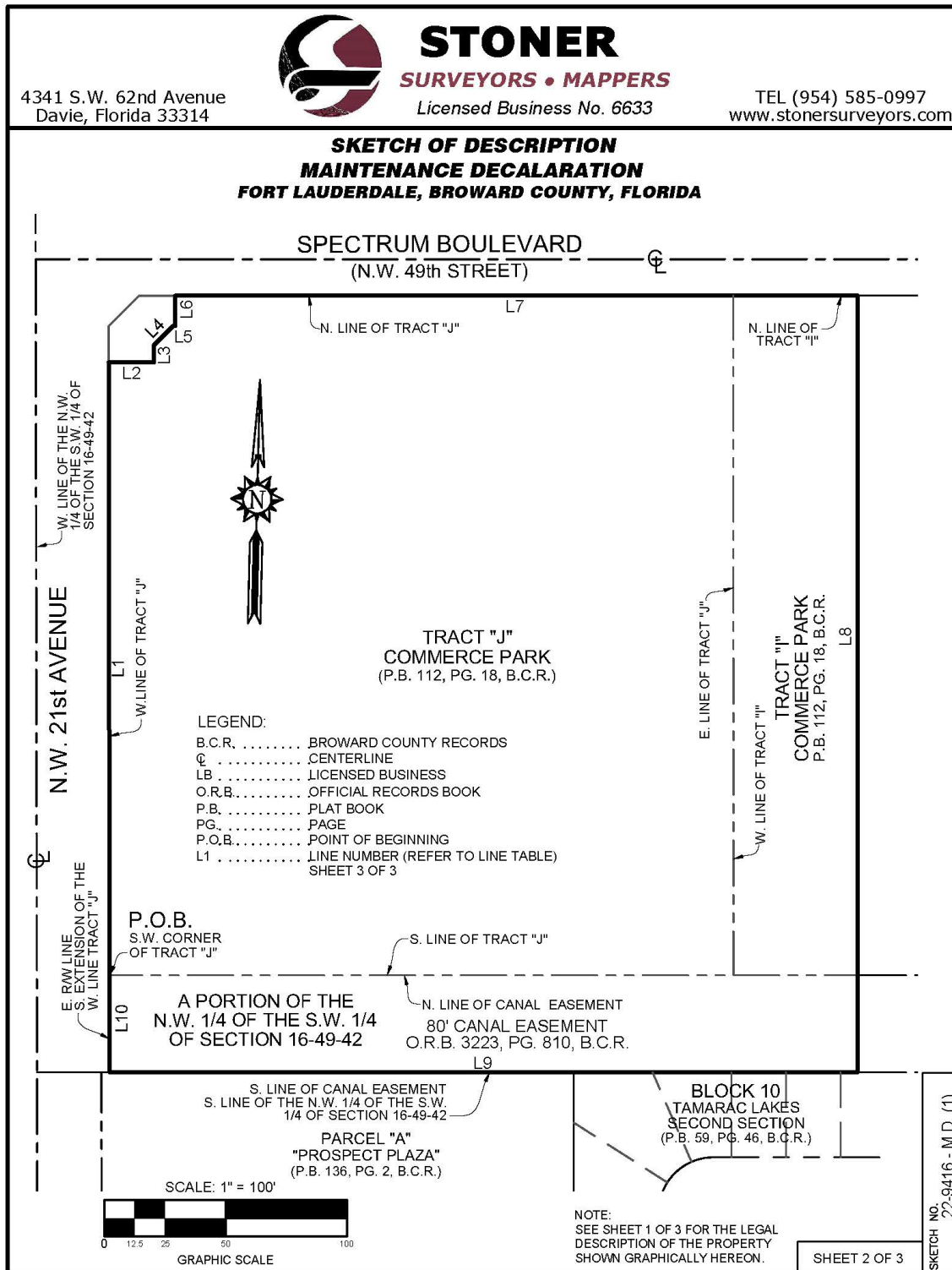
Commission Number: \_\_\_\_\_


(Notary Seal)

**EXHIBIT "A"**

Sketch and Legal Description



<p>4341 S.W. 62nd Avenue Davie, Florida 33314</p>	 <div style="display: inline-block; text-align: left;"><h2 style="margin: 0;">STONER</h2><p style="margin: 0;"><b>SURVEYORS • MAPPERS</b></p><p style="margin: 0;">Licensed Business No. 6633</p></div>	<p>TEL (954) 585-0997 www.stonersurveyors.com</p>																	
<p><b>EXHIBIT "A"</b> <b>LEGAL DESCRIPTION OF:</b> <b>MAINTENANCE DECALARATION</b> <b>FORT LAUDERDALE, BROWARD COUNTY, FLORIDA</b></p>																			
<p>LEGAL DESCRIPTION:</p> <p>A PORTION OF TRACTS "I" AND "J", COMMERCE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 112, PAGE 18, TOGETHER WITH A PORTION OF THAT CERTAIN CANAL EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3223, PAGE 810 LYING IN THE NW 1/4 OF THE SW 1/4 OF SECTION 16, TOWNSHIP 49 SOUTH, RANGE 42 EAST, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "J";</p> <p>THENCE N.01°30'00"W., ALONG THE WEST LINE OF SAID TRACT "J", A DISTANCE OF 504.96 FEET;</p> <p>THENCE N.88°30'00"E., A DISTANCE OF 37.50 FEET;</p> <p>THENCE N.01°30'00"W., A DISTANCE OF 14.44 FEET;</p> <p>THENCE N.43°32'56"E., A DISTANCE OF 21.95 FEET;</p> <p>THENCE N.88°35'51"E., A DISTANCE OF 1.97 FEET;</p> <p>THENCE N.01°24'09"W., A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "J";</p> <p>THENCE N.88°35'51"E., ALONG SAID NORTH LINE AND THE NORTH LINE OF SAID TRACT "I", A DISTANCE OF 562.04 FEET;</p> <p>THENCE S.01°24'09"E., A DISTANCE OF 640.00 FEET TO A POINT ON THE SOUTH LINE OF SAID CERTAIN CANAL EASEMENT AND THE SOUTH LINE OF THE SAID NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 16;</p> <p>THENCE S.88°35'51"W. ALONG SAID SOUTH LINE, A DISTANCE OF 615.99 FEET TO A POINT ON THE TO THE EAST RIGHT-OF-WAY LINE OF NORTHWEST 21st AVENUE AND A SOUTHERLY EXTENSION OF THE WEST LINE OF SAID TRACT "J";</p> <p>THENCE N.01°30'00"W., ALONG SAID RIGHT-WAY LINE AND SAID SOUTHERLY EXTENSION, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING.</p> <p>SAID LANDS SITUATE AND BEING WITHIN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 9.00 ACRES (391,963 SQUARE FEET), MORE OR LESS.</p>																			
<p>NOTES:</p> <ol style="list-style-type: none"><li>1. THE PROPERTY SHOWN HEREON WAS NOT SUBJECTED TO A TITLE SEARCH FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.</li><li>2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</li><li>3. THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF COMMERCE PARK, RECORDED IN PLAT BOOK 112, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY. THE PLAT BEARINGS ARE BASED ON AN ASSUMED MERIDIAN, AS NOTED ON SAID PLAT.</li><li>4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).</li><li>5. THIS LEGAL DESCRIPTION WAS PREPARED BY STONER &amp; ASSOCIATES, INC. WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE COULD BE MATTERS OF RECORD THAT ARE NOT SHOWN HEREON.</li><li>6. SEE SHEETS 2 AND 3 OF 3 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.</li></ol>																			
<p><b>CERTIFICATE:</b></p> <p>THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p>																			
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 30%;">REVISIONS</th><th style="width: 30%;">DATE</th><th style="width: 40%;">BY</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>		REVISIONS	DATE	BY							<p>DATE OF SIGNATURE: 7.19.2024</p> <p style="text-align: center;"><b>JAMES D. STONER</b></p> <p style="text-align: center;">PROFESSIONAL SURVEYOR AND MAPPER NO. 4039 — STATE OF FLORIDA</p> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 25%;">DATE OF SKETCH:</td><td style="width: 25%;">DRAWN BY</td><td style="width: 25%;">CHECKED BY</td><td style="width: 25%;">FIELD BOOK</td></tr><tr><td>7.18.24</td><td>DRL</td><td>DWS</td><td>N/A</td></tr></table>	DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK	7.18.24	DRL	DWS	N/A
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<p>THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER &amp; ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER &amp; ASSOCIATES, INC. COPYRIGHT ©2024</p>		<div style="display: flex; align-items: center; justify-content: center;"><div style="margin-left: 10px;">James D. Stoner Professional Surveyor &amp; Mapper</div></div>																	
		<p>SHEET 1 OF 3</p>																	



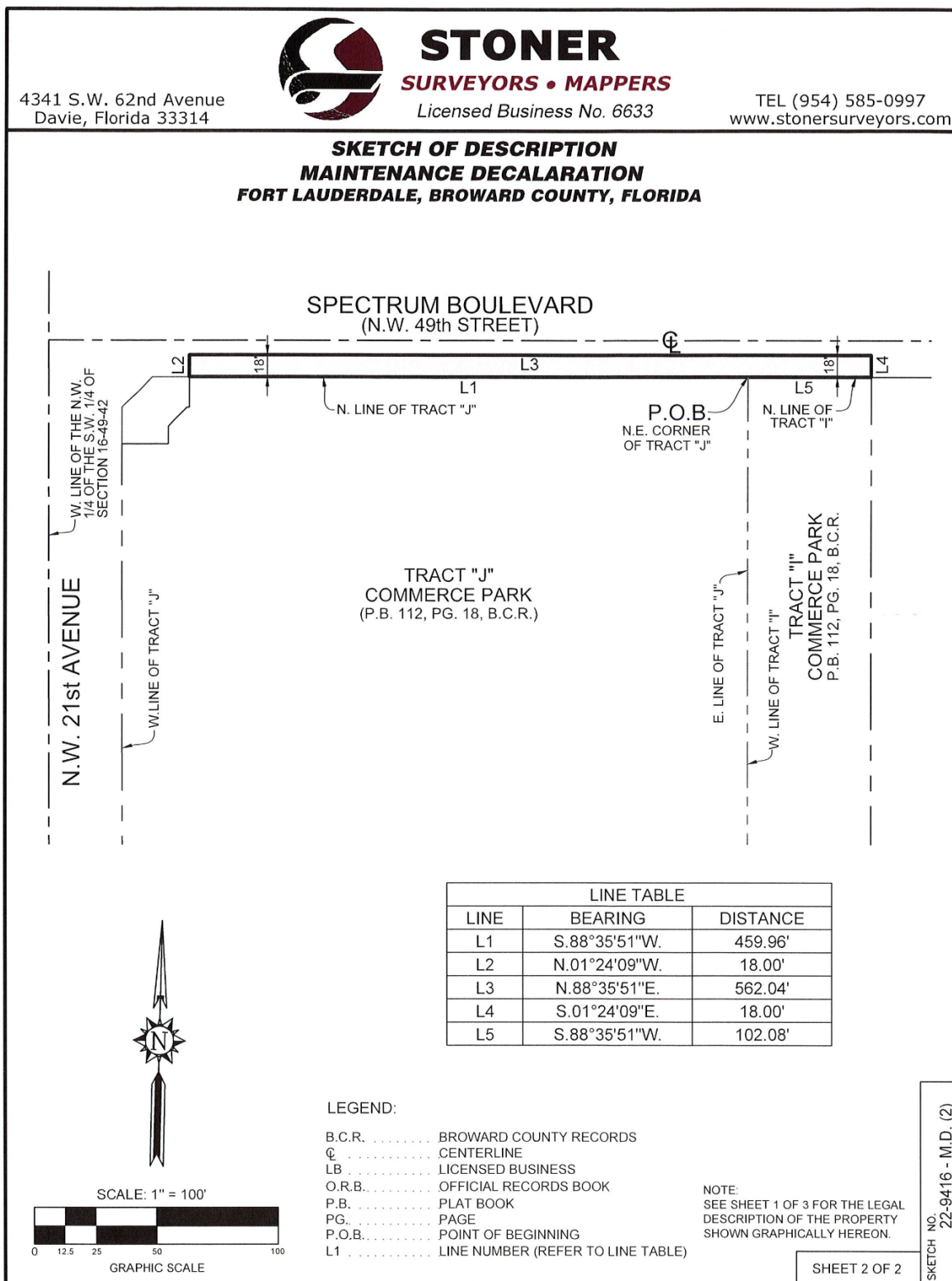
4341 S.W. 62nd Avenue Davie, Florida 33314	 <div style="display: inline-block; text-align: left;"> <b>STONER</b>  <b>SURVEYORS • MAPPERS</b>  <i>Licensed Business No. 6633</i> </div>	TEL (954) 585-0997 <a href="http://www.stonersurveyors.com">www.stonersurveyors.com</a>																																				
<b>SKETCH OF DESCRIPTION MAINTENANCE DECALARATION FORT LAUDERDALE, BROWARD COUNTY, FLORIDA</b>																																						
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<p>NOTE: SEE SHEET 1 OF 3 FOR THE LEGAL DESCRIPTION OF THE PROPERTY SHOWN GRAPHICALLY HEREON.</p>																																						
		<div style="border: 1px solid black; display: inline-block; padding: 2px;">SHEET 3 OF 3</div> <div style="border: 1px solid black; display: inline-block; padding: 2px; transform: rotate(-90deg); transform-origin: right top;">           SKETCH NO. 22-9416 - M.D. (1)         </div>																																				

**EXHIBIT "B"**

Special Improvements/Special Improvement Area

<p>4341 S.W. 62nd Avenue Davie, Florida 33314</p>	 <div style="display: inline-block; text-align: left;"><h2 style="margin: 0;">STONER</h2><p style="margin: 0;"><b>SURVEYORS • MAPPERS</b></p><p style="margin: 0;">Licensed Business No. 6633</p></div>	<p>TEL (954) 585-0997 www.stonersurveyors.com</p>																	
<p><b>EXHIBIT "B"</b> <b>LEGAL DESCRIPTION OF:</b> <b>MAINTENANCE DECALARATION</b> <b>FORT LAUDERDALE, BROWARD COUNTY, FLORIDA</b></p>																			
<p>LEGAL DESCRIPTION:</p> <p>A STRIP OF LAND BEING A PORTION OF THE RIGHT-OF-WAY FOR SPECTRUM BOULEVARD (NORTHWEST 49TH STREET) LYING IN THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 49 SOUTH, RANGE 42 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE NORTHEAST CORNER OF TRACT "J", AS SHOWN ON THE PLAT OF COMMERCE PARK, RECORDED IN PLAT BOOK 112, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;</p> <p>THENCE S.88°35'51"W., ALONG THE NORTH LINE OF SAID TRACT "J", A DISTANCE OF 459.96 FEET;</p> <p>THENCE N.01°24'09"W., A DISTANCE OF 18.00 FEET TO A POINT ON LINE 18.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT "J" AND TRACT "I" OF SAID COMMERCE PARK PLAT;</p> <p>THENCE N.88°35'51"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 562.04 FEET;</p> <p>THENCE S.01°24'09"E., A DISTANCE OF 18.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "I";</p> <p>THENCE S.88°35'51"W., ALONG SAID NORTH LINE, A DISTANCE OF 102.08 FEET TO THE POINT OF BEGINNING.</p> <p>SAID LANDS SITUATE AND BEING WITHIN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 0.23 ACRES (10117 SQUARE FEET), MORE OR LESS.</p>																			
<p>NOTES:</p> <ol style="list-style-type: none"><li>1. THE PROPERTY SHOWN HEREON WAS NOT SUBJECTED TO A TITLE SEARCH FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.</li><li>2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</li><li>3. THE BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF COMMERCE PARK, RECORDED IN PLAT BOOK 112, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY. THE PLAT BEARINGS ARE BASED ON AN ASSUMED MERIDIAN, AS NOTED ON SAID PLAT.</li><li>4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).</li><li>5. THIS LEGAL DESCRIPTION WAS PREPARED BY STONER &amp; ASSOCIATES, INC. WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE COULD BE MATTERS OF RECORD THAT ARE NOT SHOWN HEREON.</li><li>6. SEE SHEETS 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.</li></ol>																			
<p>CERTIFICATE:</p> <p>THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING ESTABLISHED BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODES, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p>																			
<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 50%;">REVISIONS</th><th style="width: 20%;">DATE</th><th style="width: 30%;">BY</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>	REVISIONS	DATE	BY							<p>DATE OF SIGNATURE: 7.17.2024</p> <p style="text-align: center;"><b>JAMES D. STONER</b></p> <p style="text-align: center;">PROFESSIONAL SURVEYOR AND MAPPER NO. 4039 — STATE OF FLORIDA</p> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 25%;">DATE OF SKETCH:</td><td style="width: 25%;">DRAWN BY</td><td style="width: 25%;">CHECKED BY</td><td style="width: 25%;">FIELD BOOK</td></tr><tr><td>7.18.24</td><td>DRL</td><td>DWS</td><td>N/A</td></tr></table>	DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK	7.18.24	DRL	DWS	N/A	 <div style="display: flex; align-items: center; justify-content: center;"><div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">SKETCH NO. 22-9416 - M.D. (2)</div></div>
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<p style="font-size: x-small;">THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER &amp; ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT PERMISSION OF STONER &amp; ASSOCIATES, INC. COPYRIGHT © 2024</p>																			





**EXHIBIT "C"**

Proof of Self-Insurance



Finance and Administrative Services Department  
**RISK MANAGEMENT DIVISION – Insurance & Contracts Section**  
115 S Andrews Avenue, Room 210 • Fort Lauderdale, Florida 33301 • 954-357-7859 • FAX 954-357-5456

November 25, 2024

Re: Certification of Self-Insurance  
January 1, 2025 – December 31, 2025

To Whom it may Concern:

Broward County / Broward County Board of County Commissioners (Board) is a self-insured political subdivision of the State of Florida.

The Liability program, in effect since May 10<sup>th</sup>, 1977, operates in accordance with Florida Statutes, 768.28, and provides statutory limits on a basis for liability without waiver of Sovereign Immunity. This is a fully funded self-insured and self-administered program.

The Workers Compensation program operates in compliance with and under the auspices of Florida Statute, Title 31 Labor / Chapter 440 Workers' Compensation. This is a fully funded self-insured and self-administered program, and the Board has elected to purchase excess of loss coverage.

Kind Regards,

A handwritten signature in blue ink, appearing to read "Chris Clouse".

Digitally signed by Christopher Clouse  
Date: 2024.11.25 11:48:09 -05'00'  
Adobe Acrobat version: 2024.001.20615

Christopher Clouse, CPCU, ARM, AAI  
Assistant Director, Acting  
Broward County Risk Management

Broward County Board of County Commissioners  
Mark D. Bogen • Alexandra P. Davis • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Michael Udine  
[www.broward.org](http://www.broward.org)