

PREPARED BY AND RETURN TO:

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

Folio No: 494234076250



(Space Above Reserved for Recording Information)

Declaration Regarding Maintenance Obligation
Gallery at Flagler Village

THIS Declaration of Maintenance Obligation (“Declaration”) is made this ____ day of ____, 2025 (the “Effective Date”), by and among Broward County, a political subdivision of the State of Florida (the “Owner”), whose address is Broward County Government Center, 115 S. Andrews Avenue, Fort Lauderdale, FL 33301, and Related FATVillage, LLC, a Florida limited liability company (“Developer”) (collectively, the “Parties”), 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-S23006, approved on April 18, 2023, for the project known as “Gallery at Flagler Village” (“Approved Development Plan”); and

B. Owner is the fee simple owner of certain real property located in the City of Fort Lauderdale, Broward County, Florida, more particularly described in **Exhibit “A”** attached hereto (“Property”), which Owner has leased to Related FATVillage, LLC (“Developer”) under that certain Master Ground Lease dated December 12, 2017, as amended (“Ground Lease”), for the purpose of developing the project known as “Gallery at Flagler Village;” and

C. As part of the approval of the Approved Development Plan, the Developer requested, and the City authorized, the right to install certain pedestrian lighting, curb and gutter, valley gutter, landscaping, structural soil, irrigation, root barriers, paver driveways, and specialty paving sidewalks (“Special Improvements”) within parts of those certain rights-of-way known as NE 1st Avenue, 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. The Special Improvements shall be constructed by the Developer, at its sole cost and expense, pursuant to City-issued permits and approved plans. 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 ensure that such Special Improvements within the Special Improvement Area are maintained in accordance with this Declaration; 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 December 31, 2024 (as to Permit No. ENG-SW-22090010) and April 22, 2025 (as to Permit No. ENG-LAND-22060005) by the Development Services Department under Permit Nos. ENG-SW-22090010 and ENG-LAND-22060005 (Building Permit); and

F. The Special Improvements were installed by the Developer in accordance with the approved permits and inspected and approved by the City's Development Services Department on May 7, 2025; and

G. The Owner's and Developer's execution of this Declaration is intended to satisfy the City's condition of development approval. The Owner and the Developer understand and agree that it is their joint responsibility to complete the construction and to ensure the continued maintenance and repair of the Special Improvements described herein, and that all costs relating to the installation, maintenance, and repair of the Special Improvements shall be borne by the Owner and the Developer. Nothing herein shall obligate the City to construct, maintain, or fund any portion of the Special Improvements.

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. The Owner and the Developer shall, at their sole cost and expense, complete, maintain, and repair the Special Improvements as described and depicted in the Approved Development Plan and within the 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 their obligations hereunder, the Parties 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, neither the Developer nor the Owner shall 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, the Parties shall submit a permit application with construction plans and details to the Development Services Department for review. As part of the permit application the Parties 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 The Parties 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. The Parties 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 the Parties make 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, the Parties shall comply with all applicable laws, ordinances, codes, regulations and State and City engineering standards then in effect.

2.4 In the event the Parties damage any utilities, facilities, infrastructure or other City improvements located in, under or around the Special Improvement Area as a result of their repair or maintenance of the Special Improvements within the Special Improvement Area, the Parties shall be responsible for the cost of City to repair and restore the utility, facilities, infrastructure or other City improvement.

2.5 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 Parties 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. At all times during the term of this Declaration, the Owner, at its expense, shall keep or cause to be kept in effect the following, to the extent available:

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

3.3 Owner and Developer have 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.

3.4 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, 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.

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 or Developer 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 5.4, the Special Improvements within the Special Improvement Area and all fees, issues and profits thereof, whether then accrued or to accrue 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 or the Developer 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 the Owner and the Developer 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 or Developer at the Owner's or Developer's sole cost and expense. The Developer and 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 and Developer 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 and Developer 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 and the Developer all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels.

7.2 If the Owner or the Developer 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 the failure of the Owner or the Developer to reimburse the City pursuant to Section 7.1 above. The Owner and the Developer 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 or the Developer 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 or he Developer fails to make payment in accordance with Section 7.1, the non-paying party shall be in default under this Declaration. Such a default shall not arise where either the Developer or Owner has paid the undisputed amount and secured any disputed amount, or where the Developer or 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 Parties 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 1320
Fort Lauderdale, Florida 33301

With a copy to: City Manager
City of Fort Lauderdale
401 South East 21st 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

If to Developer: The Related Group
 c/o Patrick Campbell, Executive Vice President
 2850 Tigertail Avenue, Suite 800
 Miami, FL 33133

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 Developer and their 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 PARTIES, SUBJECT TO CITY AGREEING TO SAME FOR ITSELF, WAIVE ANY RIGHTS THEY 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 PARTIES HERETO HAVE 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 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 and Developer have 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 (Date)
Senior Assistant County Attorney

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

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this ____ day of _____, 20__, by _____, 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)

WITNESSES:

Vanessa Piloto
(Witness 1 Signature)

Print Name: Vanessa Piloto

Address: 2850 Tigertail Avenue, #800
Miami, FL 33133

Tony DeRizzo
(Witness 2 Signature)

Print Name: Tony DeRizzo

Address: 2850 Tigertail Avenue, #800
Miami, FL 33133

DEVELOPER

RELATED FATVILLAGE, LLC, a Florida
limited liability company

By: Related FATVillage Manager, LLC, a
Florida limited liability company, its
Manager

By: Matthew J. Allen

Printed name: Matthew J. Allen

Title: Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of October, 2025 by Matthew J. Allen, as Vice President of Related FATVillage Manager, LLC, a Florida limited liability company, the Manager of RELATED FATVILLAGE, LLC, a Florida limited liability company, on behalf of RELATED FATVILLAGE, LLC.

Approved as to Form and Correctness:

D'Wayne M. Spence, Interim City Attorney

Lynn Solomon, Esq., Asst. City Attorney
Shaun N. Amamani, Esq., Asst. City Attorney
Fort Lauderdale

Maylenis Escudero
Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Maylenis Escudero
Name of Notary Typed, Printed or Stamped

My Commission Expires: 1/24/27

Commission Number: HH 353520

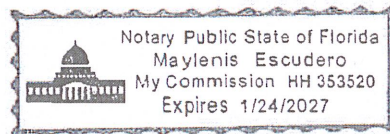


EXHIBIT "A"

Legal Description

LOTS 17 THROUGH 30, BLOCK 319, PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS BEING IN BROWARD COUNTY, FLORIDA; AND LOTS 31 AND 32, BLOCK 319, SUPPLEMENTAL PLAT OF BLK-319 TOWN OF PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 125, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS BEING IN BROWARD COUNTY, LESS THE WEST 24.00 FEET OF LOTS 25, 26, 27, 28, 29 AND 30, BLOCK 319 PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND: LESS THE WEST 24.00 FEET OF LOTS 31 AND 32, BLOCK 319, SUPPLEMENTAL PLAT OF BLK-319 TOWN OF PROGRESSO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 125, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA THEREOF.

TOGETHER WITH THAT PART OF THE VACATED ALLEY ADJACENT THERETO, ALL NOW LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

EXHIBIT “B”

Special Improvements/Special Improvement Area

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

A PARCEL OF LAND, LYING OVER AND ACROSS A PORTION OF PLAT OF "SUPPLEMENTAL PLAT OF BLOCK 319, TOWN OF PROGRESSO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 125, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID LANDS BEING IN BROWARD COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINE INTERSECTION OF NE 6TH STREET AND NORTH ANDREWS AVENUE; THENCE RUN N87°48'59"E ALONG SAID CENTERLINE OF NE 6TH STREET FOR A DISTANCE OF 35.00 FEET; THENCE DEPARTING FROM SAID CENTERLINE AT 90 DEGREE ANGLE WITH A BEARING OF N02°11'01"W FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE RUN N 02°11'01"W ALONG THE EASTERLY RIGHT OF WAY LINE OF NORTH ANDREWS AVENUE PER MISCELLANEOUS MAP BOOK 3, PAGE 45 OF BROWARD COUNTY RECORDS FOR A DISTANCE OF 50.00 FEET; THENCE RUN N87°48'59"E FOR A DISTANCE OF 8.99 FEET; THENCE RUN S47°11'01"E FOR A DISTANCE OF 32.52 FEET TO A POINT ON THE EXISTING BACK OF SIDEWALK (THE NEXT TWO (2) COURSES BEING COINCIDENT WITH THE EXISTING BACK OF SIDEWALK); THENCE RUN N87°55'39"E FOR A DISTANCE OF 124.53 FEET; THENCE RUN S78°01'45"E FOR A DISTANCE OF 27.68 FEET TO A POINT ON THE NORTH LINE OF THE RIGHT OF WAY EASEMENT RECORDED IN OFFICIAL RECORD BOOK 45823, PAGE 477, (THE FOLLOWING TWO (2) COURSES BEING COINCIDENT WITH THE PREVIOUSLY DESCRIBED LINE); THENCE RUN N87°48'59"E FOR A DISTANCE OF 46.64 FEET; THENCE RUN N42°48'59"E FOR A DISTANCE OF 35.36 FEET TO A POINT ON THE EAST PROPERTY LINE, ALSO BEING THE WEST RIGHT OF WAY LINE OF NE 1ST AVENUE, (THE FOLLOWING COURSE BEING COINCIDENT WITH THE PREVIOUSLY DESCRIBED LINE); THENCE RUN N02°11'01"W FOR A DISTANCE OF 155.00 FEET TO THE NORTHEAST CORNER OF LOT 17 OF SAID PLAT 1 AT PAGE 125; THENCE RUN N87°48'59"E ALONG THE NORTHERLY LINE EXTENSION OF SAID LOT 17 FOR A DISTANCE OF 14.98 FEET TO THE EXISTING EDGE OF PAVEMENT, (THE FOLLOWING TEN (10) COURSES BEING COINCIDENT WITH THE PREVIOUSLY DESCRIBED LINE) THENCE RUN S55°09'22"E FOR A DISTANCE OF 1.96 FEET TO A POINT OF NON-TANGENCY; THENCE CONTINUE ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 5.54 FEET; THENCE SOUTHEASTERLY FOR AN ARC DISTANCE OF 4.38 FEET ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 45°18'51"; A CHORD BEARING OF S29°37'30"E AND A CHORD DISTANCE OF 4.27 FEET; THENCE RUN N88°07'25"E FOR A DISTANCE OF 1.34 FEET; THENCE RUN S02°13'12"E FOR A DISTANCE OF 85.87 FEET; THENCE RUN S02°02'16"E FOR A DISTANCE OF 91.74 FEET TO A POINT OF NON-TANGENCY; THENCE CONTINUE ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 20.57 FEET; THENCE SOUTHWESTERLY FOR AN ARC DISTANCE OF 30.62 FEET ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 85°18'29"; A CHORD BEARING OF S38°00'48"W AND A CHORD DISTANCE OF 27.87 FEET; THENCE RUN S87°55'42"W FOR A DISTANCE OF 38.28 FEET; THENCE RUN S88°48'55"W FOR A DISTANCE OF 14.75 FEET TO A POINT OF NON-TANGENCY; THENCE CONTINUE ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 134.17 FEET; THENCE NORTHWESTERLY FOR AN ARC DISTANCE OF 14.66 FEET ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6°15'41"; A CHORD BEARING OF N79°29'40"W AND A CHORD DISTANCE OF 14.65 FEET; THENCE RUN N77°24'36"W FOR A DISTANCE OF 1.23 FEET TO A POINT ON THE SOUTH PROPERTY LINE, ALSO BEING THE SOUTH LINE OF THE RIGHT OF WAY EASEMENT RECORDED IN OFFICIAL RECORD BOOK 45823, PAGE 477, BROWARD COUNTY RECORDS; THENCE RUN S87°48'59"W ALONG PREVIOUSLY DESCRIBED LINE FOR A DISTANCE OF 188.17 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINING 11,220 SQUARE FEET OR 0.26 ACRES MORE OR LESS.

1228A Survey.dwg\1228A Maintenance Declaration Sketch and Legal-RS.dwg\IV-01-SURVEY-1 By: JPINO



Engineering
& Design

www.colliersengineering.com

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REV	DATE	DRAWN BY	DESCRIPTION
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LEGAL DESCRIPTION
FOR
MAINTENANCE
DECLARATION AREA
GALLERY AT FLAGLER
A PORTION OF LOTS 31 AND 32
BLOCK 319
PLAT BOOK 1 PAGE 125
FORT LAUDERDALE
BROWARD COUNTY, FLORIDA



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OF EXCAVATORS, DESIGNERS, OR
ANY PERSON PREPARING TO
DISTURB THE EARTH'S SURFACE
ANYWHERE IN ANY STATE.
STATE REQUIRED FILE NUMBER
FOR STATE SPECIFIC DIRECT PHONE NUMBERS
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Suite C
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Phone: 305.392.3190
COLLIERS ENGINEERING & DESIGN, INC.

EXHIBIT B

SCALE: AS SHOWN DATE: 09/24/25 DRAWN BY: JP CHECKED BY: MC
PROJECT NUMBER: 22011228A SHEET TITLE: 22011228A MAINTENANCE DECLARATION SKETCH AND LEGAL DESCRIPTION

LEGAL DESCRIPTION

SHEET NUMBER:
1 of 5

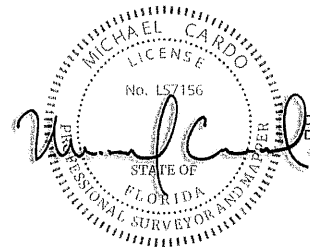
NOTES AND CERTIFICATION

SURVEYOR'S NOTES:

- THIS IS NOT A BOUNDARY SURVEY.
- BEARINGS ARE BASED AN ASSUMED MERIDIAN WHEREBY THE CENTERLINE OF NORTH ANDREWS AVENUE , BEARS S 02°11'01" E.
- THIS SKETCH OF LEGAL DESCRIPTION CONSISTS OF 5 SHEETS; NEITHER IS FULL AND COMPLETE WITHOUT THE OTHER.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY RESPONSIBLE CHARGE ON AUGUST 11TH, 2025 AND REVISED NOVEMBER 24TH, 2025 AND MEETS THE APPLICABLE STANDARDS OF PRACTICE AS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULES 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.



Digitally signed by Michael Cardo
Date: 2025.09.25 09:05:49-04'00'

MICHAEL CARDO
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER LICENSE NO. 7156
THIS DESCRIPTION AND SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.

m, d, o, k.

1228A\SURVEY\dwg\22011228A Maintenance Declaration Sketch and Legal-RS.dwg\IV-01-SURVEY-2 By: JPINO



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REV	DATE	DRAWN BY	DESCRIPTION
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LEGAL DESCRIPTION
FOR
MAINTENANCE
DECLARATION AREA
GALLERY AT FLAGLER
A PORTION OF LOTS 31 AND 32
BLOCK 319
PLAT BOOK 1 PAGE 125
FORT LAUDERDALE
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EXHIBIT B

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	09/24/25	JP	MC
PROJECT NUMBER:	22011228A	22011228A	22011228A
SHEET TITLE:	DECLARATION SKETCH AND LEGAL DESCRIPTION		

NOTES AND CERTIFICATIONS

SHEET NUMBER:
2 of 5

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGEND:

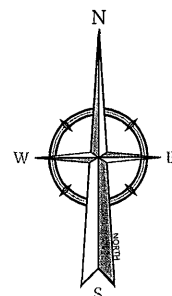
LB	LICENSED BUSINESS
CL	CENTERLINE
DCR	DADE COUNTY RECORDS
BCR	BROWARD COUNTY RECORDS
INST	INSTRUMENT
R/W	RIGHT OF WAY
MMB	MISCELLANEOUS MAP BOOK
ORB	OFFICIAL RECORDS BOOK
R	RADIUS
L	LENGTH
Δ	CENTRAL ANGLE
CHB	CHORD BEARING
CHD	CHORD DISTANCE

M. R. O. K.

(BEARING BASIS)
S 02°11'01" E

NORTH ANDREWS AVENUE

PUBLIC RIGHT OF WAY



ORIGINAL LOT LINE

R/W PER MMB 3,
PAGE 45 BCR

NEW R/W
PER INST#19644297

WEST PROPERTY LINE

LOT 27

LOT 26

GALLERY AT FLAGLER

PLAT BOOK 1 PAGE 125, DCR
SUPPLEMENTAL PLAT OF BLOCK 319
TOWN OF PROGRESSO

EXISTING BUILDING

EXISTING BACK OF SIDEWALK

PROPOSED SIDEWALK EASEMENT

RIGHT OF WAY EASEMENT
ORB 45823, PG 477

MAINTENANCE DECLARATION EASEMENT

SOUTH PROPERTY LINE

MATCH LINE - SEE PAGE 4

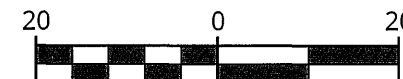
POINT OF
COMMENCEMENT
CENTERLINE INTERSECTION
OF NE 6TH STREET AND
NORTH ANDREWS AVENUE

POINT OF
BEGINNING

N.E. 6th STREET

PUBLIC RIGHT OF WAY

S 87°48'59" W



SCALE : 1" = 20'

Linear unit of measure: US Survey Foot (1 ft = 1200/3937 m)



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REV	DATE	DRAWN BY	DESCRIPTION

SKETCH TO ACCOMPANY LEGAL
DESCRIPTION
FOR
**MAINTENANCE
DECLARATION AREA**
GALLERY AT FLAGLER
A PORTION OF LOTS 31 AND 32
BLOCK 319
PLAT BOOK 1 PAGE 125
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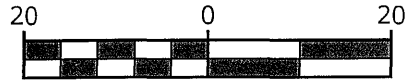
EXHIBIT B

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	09/24/25	JP	MC
PROJECT NUMBER:	22011228A	PROJECT TITLE:	MAINTENANCE DECLARATION SKETCH AND LEGACIES

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

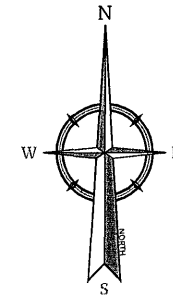
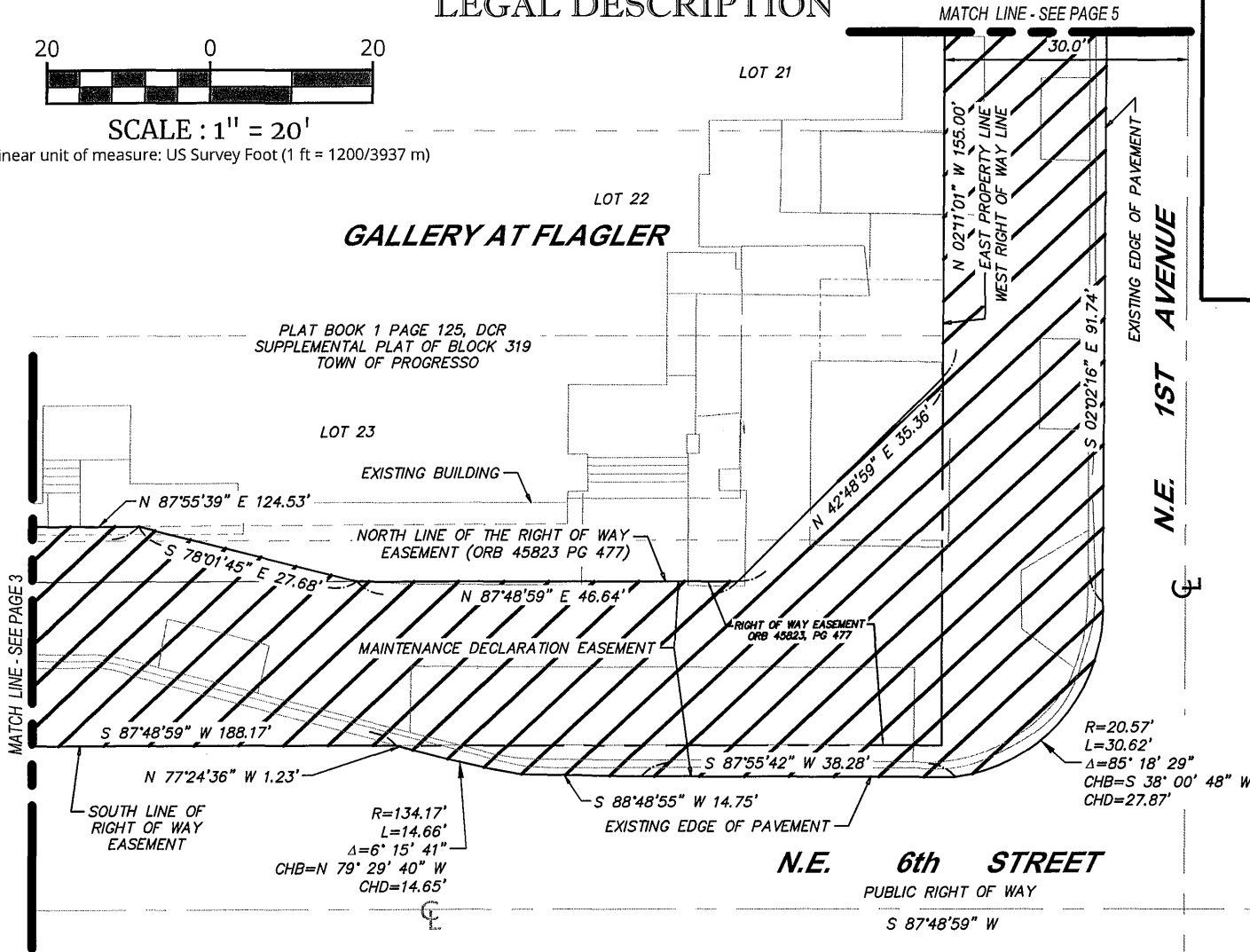
SHEET NUMBER:
3 of 5

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SCALE : 1" = 20'

Linear unit of measure: US Survey Foot (1 ft = 1200/3937 m)



LEGEND:

LB	LICENSED BUSINESS
CL	CENTERLINE
DCR	DADE COUNTY RECORDS
BCR	BROWARD COUNTY RECORDS
INST	INSTRUMENT
R/W	RIGHT OF WAY
MMB	MISCELLANEOUS MAP BOOK
ORB	OFFICIAL RECORDS BOOK
R	RADIUS
L	LENGTH
Δ	CENTRAL ANGLE
CHB	CHORD BEARING
CHD	CHORD DISTANCE



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REV	DATE	DRAWN BY	DESCRIPTION

SKETCH TO ACCOMPANY LEGAL
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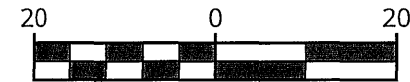
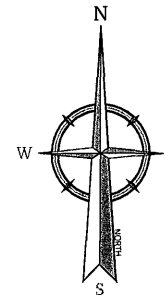
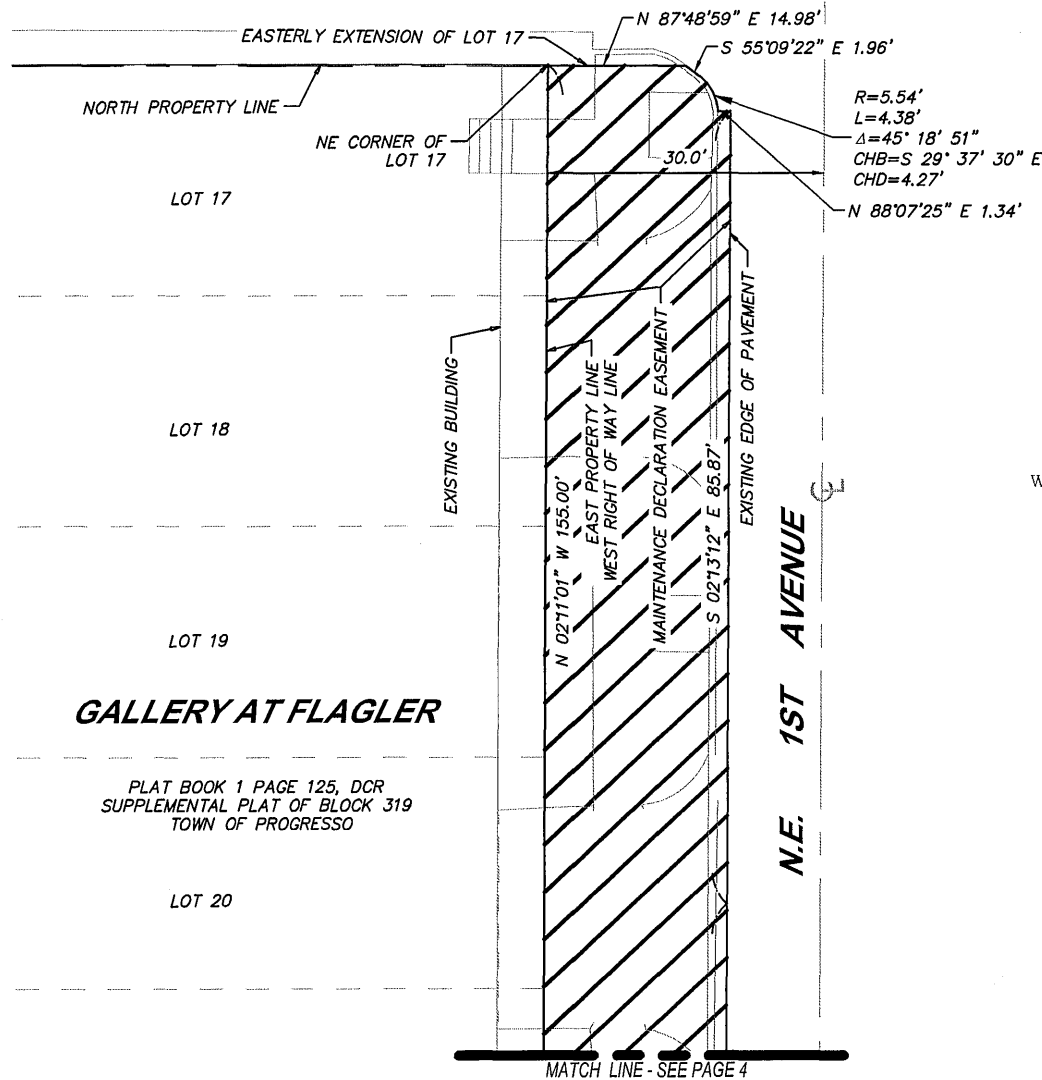
EXHIBIT B

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	09/24/25	JP	MC
PROJECT NUMBER:	22011228A	22011228A	MAINTENANCE DECLARATION SKETCH AND LEGENDS

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

SHEET NUMBER:
4 of 5

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



SCALE : 1" = 20'

Linear unit of measure: US Survey Foot (1 ft = 1200/3937 m)

LEGEND:

LB	LICENSED BUSINESS
CL	CENTERLINE
DCR	DADE COUNTY RECORDS
BCR	BROWARD COUNTY RECORDS
INST	INSTRUMENT
R/W	RIGHT OF WAY
MMB	MISCELLANEOUS MAP BOOK
ORB	OFFICIAL RECORDS BOOK
R	RADIUS
L	LENGTH
Δ	CENTRAL ANGLE
CHB	CHORD BEARING
CHD	CHORD DISTANCE



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REV	DATE	DRAWN BY	DESCRIPTION

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EXHIBIT B

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	09/24/25	JP	MC
PROJECT NUMBER:	22011228A	PROJECT NAME:	22011228A MAINTENANCE DECLARATION SKETCH AND EROSION WD

SHEET TITLE
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

SHEET NUMBER:
5 of 5

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 10th, 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
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