

**ITEM #72<sub>(2)</sub>**

(Site Development Agreement)

**ADDITIONAL MATERIAL  
REGULAR MEETING**

**NOVEMBER 15, 2022**

**SUBMITTED AT THE REQUEST OF  
COUNTY ADMINISTRATION**

## SITE DEVELOPMENT AGREEMENT

THIS SITE DEVELOPMENT AGREEMENT (the “**Agreement**”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (the “**Effective Date**”), and is made and entered into by and between Broward County, a political subdivision of the State of Florida (“**County**”), and Broward Partnership for the Homeless, Inc., a Florida not-for-profit corporation (“**BPHI**”). County and BPHI are hereinafter referred to collectively as the “Parties,” and individually as a “Party.”

### RECITALS

A. BPHI is the fee owner of that certain parcel of land, containing approximately 3.0 acres, that is legally described on **Exhibit A** attached hereto (the “**BPHI Property**”) located at 1650 Blount Road, Pompano Beach, Florida 33069.

B. County is the fee owner of that certain parcel of land contiguous to the BPHI Property, containing approximately 3.69 acres, that is legally described on **Exhibit B** attached hereto (the “**County Property**”).

C. The BPHI Property and the County Property are planned to be part of a unified plan of development with shared access, utility, and drainage easements and the subject of a future municipal site plan to permit development of up to 138 affordable rental housing units for individuals earning up to 80% of the area median income with a portion set aside for permanent supportive housing for persons who are formerly homeless or may be considered at risk of becoming homeless on the BPHI Property (the “**BPHI Development**”) and the continued operation of the County-owned North Homeless Assistance Center on the County Property, as conceptually and illustratively depicted on the plan attached hereto as **Exhibit C** (the “**Illustrative Concept Plan**”).

D. BPHI acquired the BPHI Property from the County predicated in part on the full and proper completion by BPHI of the BPHI Development and the provision of reciprocal access between the County Property and the BPHI Property, as well as design, permitting, and construction by each party of separate drainage systems for the properties.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Incorporation of Recitals.** The Recitals are an integral part of this Agreement and are incorporated herein by reference as though set forth in full herein.
2. **Cooperation.** BPHI shall complete the BPHI Development in a manner that minimizes the impact on the County Property. The Parties shall cooperate to facilitate the development of the BPHI Development. Beginning on the first day of the month following the Effective Date, BPHI shall submit quarterly reports to the County providing the status of the BPHI Development, including a summary of the action(s) that BPHI or any governmental authority has taken related to the BPHI Development during the previous quarter.

3. **Review of Development Applications.**

(a) All applications, including those for permits, rezoning, site plans, and land use plan amendments, related to the BPHI Development must be submitted to the County Administrator prior to or at the time of submission to the applicable governmental agency.

(b) Additionally, BPHI shall submit all development applications that relate to drainage for the BPHI Parcel and all development applications that propose to alter the parking available to the County on the County Property or alter the portions of the BPHI Property subject to the Multipurpose Easement in favor of Broward County, which Multipurpose Easement is more particularly described in Exhibit D attached hereto, (hereinafter referred to as "Development Application") to the County Administrator for review and approval. BPHI shall make best efforts to submit Development Applications to the County at least ten days prior to submission to the applicable governmental agency. If BPHI is not able to submit a Development Application to the County at least ten days prior to submission to the applicable governmental agency, BPHI may submit the Development Application to the applicable governmental agency prior to receiving County approval (as referenced in the subsequent paragraph,) and, if the County does not approve the Development Application, the Parties shall meet within three business days to address the County's objection(s) and BPHI shall amend the application to address the County's objection(s) in a manner reasonably satisfactory to the County.

(c) If, within ten (10) business days after the date the County Administrator receives the applicable Development Application, the County Administrator does not expressly state in writing that the County is withholding approval of the Development Application, which writing shall also state the County's basis for withholding approval, the County will be deemed to have approved the Development Application. If the County Administrator withholds approval of the Development Application, BPHI may appeal the County Administrator's decision to the Board of County Commissioners at the Board's next available meeting.

4. **Public Transportation.** Broward County and BPHI understand the importance of public transportation for affordable housing development projects. Prior to the date BPHI obtains the final certificate of occupancy for the BPHI Development, the County will provide improved access to public transportation service to area residents.

5. **Drainage Obligations.**

(a) The County shall be responsible for construction of the drainage facilities to serve the County Property and BPHI Property, clearing the vegetation from the retention pond that currently serves as drainage for the County Property and BPHI Property, and filling the retention pond so that it is up to existing adjacent grades ("**Property Improvements**"). BPHI will provide the County with all documentation, information, and permissions needed by the County to facilitate the planning and construction of the Property Improvements. BPHI will notify the County, in writing, upon its receipt of an award of Low-Income Housing Tax Credits for the BPHI Development and the County shall then have a minimum of eighteen months (18) from the date of such notification to complete construction of the Property Improvements.

(b) Upon the completion of the new drainage facilities serving the County Property and the BPHI Property, each party shall be responsible for maintenance of those portions of such facilities serving their respective developments; provided, however, in the event any off-site facilities are part of said drainage facilities, the County shall be responsible for the maintenance of such off-site facilities.

6. **Fire & Safety Restriction.** To the full extent required by the Fire Rescue Department of Pompano Beach during the municipal site plan approval process, BPHI agrees to provide County with emergency and fire ingress and egress to serve the County Property as required to comply with any and all applicable fire and safety laws, codes, ordinances, rules, and regulations. BPHI agrees to grant to County any easements that County may require over, on, or through the BPHI Property to comply with applicable fire and safety laws, codes, ordinances, rules, and regulations.

7. **General Provisions.**

(a) **Amendments.** Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and BPHI.

(b) **Notices.** Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

To BPHI: Broward Partnership for the Homeless, Inc.  
920 N.W. 7th Avenue  
Fort Lauderdale, Florida 33311  
Attention: Ms. Frances M. Esposito, CEO  
Email Address: fesposito@bphi.org

To County: Broward County Administrator  
Governmental Center  
115 South Andrews Avenue, Room 409  
Fort Lauderdale, Florida 33301  
Email Address: mcepero@broward.org

With a copy to:

Director of Real Estate Development and Real Property  
Governmental Center  
115 South Andrews Avenue, Room 501  
Fort Lauderdale, Florida 33301  
E-mail Address: lmahoney@broward.org

(c) **Prior Agreements.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein, except as provided in the Declaration of Unity executed by the Parties, the Declaration of Covenants and Restrictions in favor of the County related to the BPHI Property, the Quitclaim Deed from the County to BPHI for the BPHI Property, and the Multipurpose Easement attached as **Exhibit D**, all executed as of the Effective Date.

(d) **Captions, Number and Gender.** The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference. Should there be any conflict between a caption and the provisions of the corresponding section or subsection, the provisions of the corresponding section or subsection, and not such caption, shall control and govern the construction and interpretation of this Agreement. Unless the context otherwise requires, singular nouns and pronouns used in this Agreement are to be construed as including the plural thereof.

(e) **Business Day; Computation of Time.** For all purposes hereunder, a day which is not a Saturday, Sunday or a federal or state (in which the BPHI Property is located) holiday shall be a “**business day**”. If the time for performance of any provision of this Agreement ends on a day that is not a business day, then such date and time for performance shall automatically be extended until 5:00 p.m. on the next business day.

(f) **Counterparts.** This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(g) **Exhibits Incorporated.** Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

(h) **Compliance with Laws.** BPHI and the BPHI Development must comply with all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended (“**Applicable Law**”).

(i) **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal

court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

(j) **Independent Contractor.** BPHI is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. Neither BPHI nor its agents shall act as officers, employees, or agents of County. BPHI shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

(k) **Regulatory Capacity.** Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

(l) **Sovereign Immunity.** Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

(m) **Third Party Beneficiaries.** Except as required pursuant to the Low-Income Housing Tax Credit program, neither BPHI nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that, except as required pursuant to the Low-Income Housing Tax Credit program, there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

(n) **Assignment.** Except as required pursuant to the Low-Income Housing Tax Credit program, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by BPHI without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

(o) **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

(p) **Severability**. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

(q) **Joint Preparation**. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

(r) **Priority of Provisions**. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and BPHI, signing by and through its Chief Executive Officer duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its County Administrator

By \_\_\_\_\_  
County Administrator

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

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

By \_\_\_\_\_  
Reno V. Pierre (Date)  
Assistant County Attorney

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



**SITE DEVELOPMENT AGREEMENT BETWEEN BROWARD COUNTY  
AND BROWARD PARTNERSHIP FOR THE HOMELESS, INC.**

**IN WITNESS WHEREOF**, BPHI has caused these presents to be executed in its name by and through its Board of Directors acting by the Chief Executive Officer or Chair of said Board, the day and year aforesaid, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Ms. Frances M. Esposito (Date)  
Its: Chief Executive Officer

## EXHIBIT A

### Legal Description of the BPHI Property

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

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

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

## **EXHIBIT B**

### **Legal Description of the County Property**

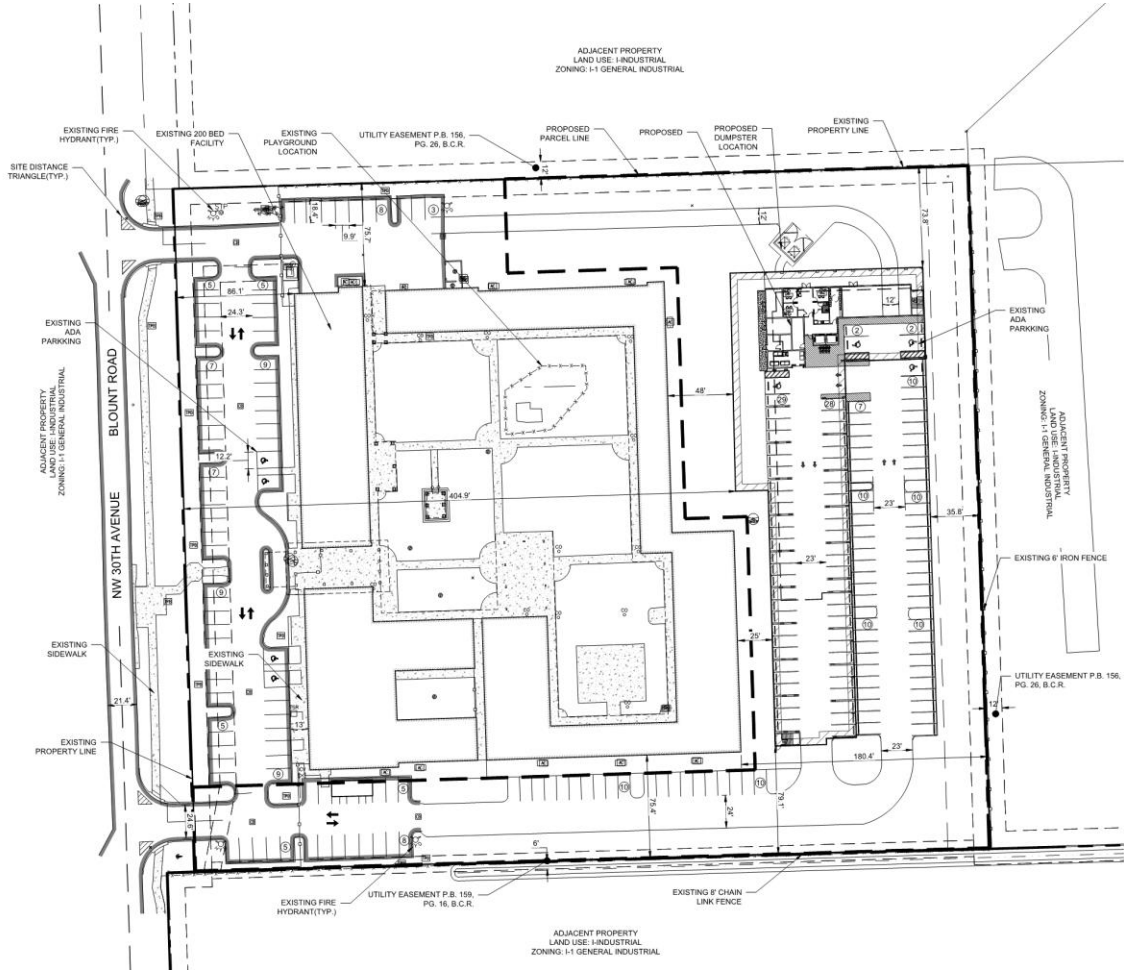
PARCEL E OF THE "BROWARD COUNTY PLAT NO. 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS AND EXCEPT THE FOLLOWING:

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

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 160,857 SQUARE FEET (3.6928 ACRES) , MORE OR LESS.

# EXHIBIT C

## Illustrative Concept Plan



**EXHIBIT D**

**County Easement**  
**Sketch and Legal Description**

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

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

Folio/Parcel ID #:

## **EASEMENT**

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

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

## **RECITALS**

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

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

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

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

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

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

Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Easement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of residency or other jurisdictional device.

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

[SIGNATURES ON THE FOLLOWING PAGE(S)]



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

**GRANTOR**

WITNESSES:

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

\_\_\_\_\_  
Signature of Witness 1

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness 1

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness 2

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

\_\_\_\_\_  
Print Name of Witness 2

**ACKNOWLEDGEMENT**

STATE OF FLORIDA:  
COUNTY OF BROWARD:

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

(SEAL)

\_\_\_\_\_  
Signature: Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

RVP/AEA  
Easement – BPHI North HAC  
11/2/2022

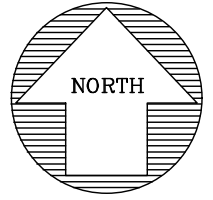
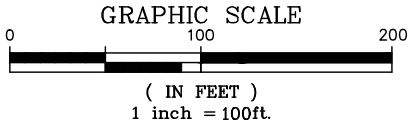
**EXHIBIT A**  
DESCRIPTION OF EASEMENT



# SKETCH AND DESCRIPTION

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

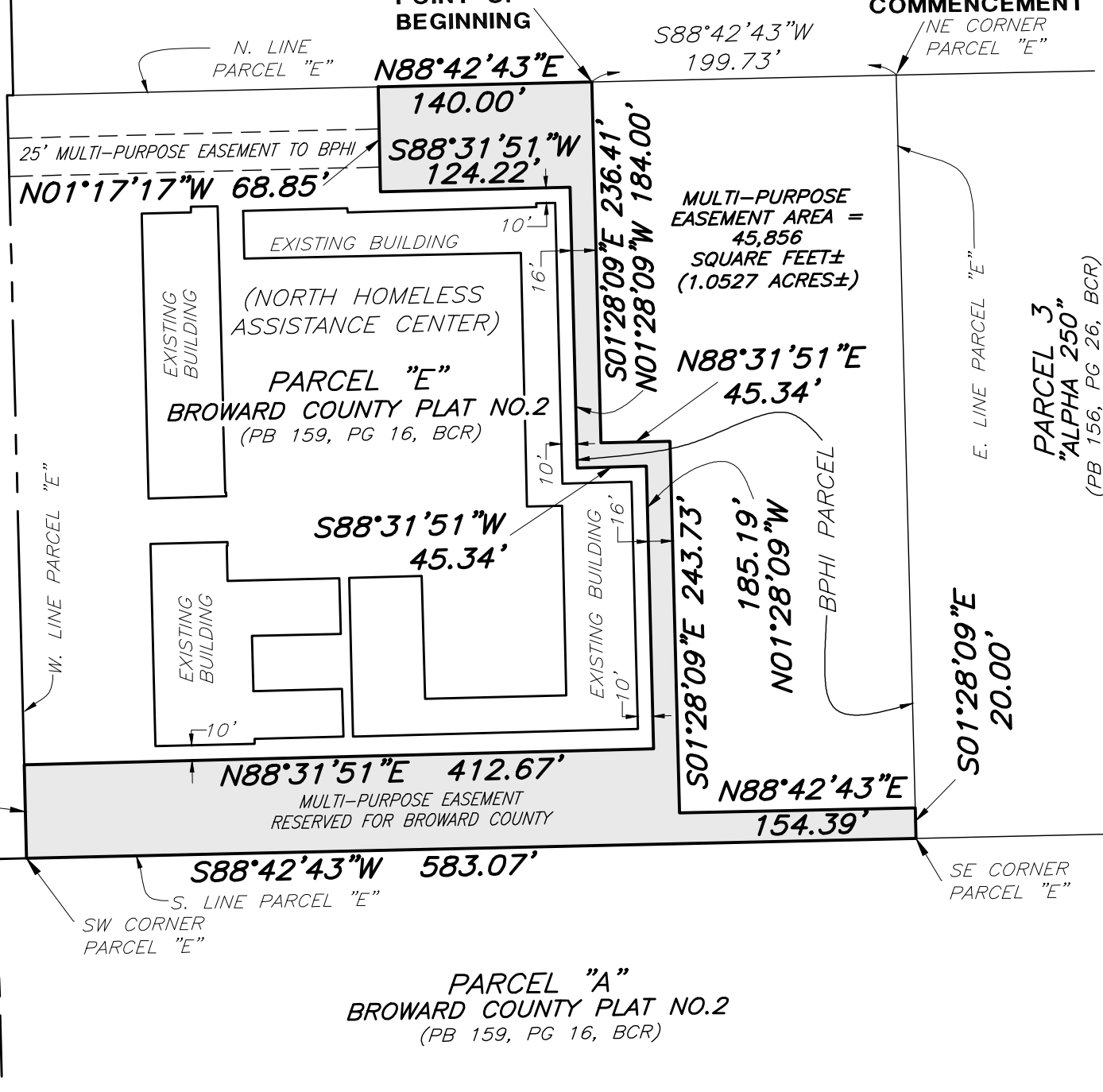
**SURVEY PROJECT  
 NO. 2023-010**



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

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

**POINT OF  
 BEGINNING**



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

EXISTING BUILDING  
 (NORTH HOMELESS  
 ASSISTANCE CENTER)

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

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

MULTI-PURPOSE EASEMENT  
 RESERVED FOR BROWARD COUNTY

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

SHEET 2 OF 4

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

# HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

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

Phone # (954) 577-4555

# SKETCH AND DESCRIPTION

**SURVEY PROJECT  
NO. 2023-010**

## "3 ACRE PARCEL"

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

### DESCRIPTION

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

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

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

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

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

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

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

SHEET 3 OF 4

# HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

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

Phone # (954) 577-4555

# SKETCH AND DESCRIPTION

## "3 ACRE PARCEL"

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

**SURVEY PROJECT  
NO. 2023-010**

### LEGEND

R/W - RIGHT-OF-WAY

PB - PLAT BOOK

BCR - BROWARD COUNTY RECORDS

ORB - OFFICIAL RECORD BOOK

PG - PAGE

BPHI - BROWARD PARTNERSHIP  
FOR THE HOMELESS, INC.

### SURVEYOR'S NOTES

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

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

SHEET 4 OF 4

### CERTIFICATE

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

No. 5695

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

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

DATE OF SKETCH  
11/1/2022

DRAWN BY  
M.N./EBA

CHECKED BY  
EBA

MANAGER  
EBA

SKETCH NO.  
2023-010 LEGAL V2.DWG

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