

**Return to:**

**Name:** Aleida Ors Waldman, P.A.

**Address:**

440 South Andrews Avenue,  
Fort Lauderdale, Florida 33301

**This Instrument Prepared by:**

Aleida Ors Waldman, Esq.  
Aleida Ors Waldman, P.A.  
440 South Andrews Avenue  
Fort Lauderdale, Florida 33301

**INSTR # 115456764**

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Broward County Commission  
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**DECLARATION OF COVENANT IN LIEU OF UNITY OF TITLE**

**THIS DECLARATION OF COVENANT IN LIEU OF UNITY OF TITLE** ("Covenant") made this 17 day of ~~August~~<sup>OCTOBER</sup>, 2018 by **Dixie Properties & Investments, LLC**, a Florida limited liability company and **Upper Pompano Properties & Investments, LLC**, a Florida limited liability company (collectively referred to as "Owners") for the benefit of the **City of Pompano Beach**, municipal corporation of the State of Florida, with a post office address of 100 W. Atlantic Blvd., Pompano Beach, FL 33060 ("City").

**WITNESSETH:**

WHEREAS, the Owners are the fee simple owners of the parcels of land legally described on **Exhibit "A"** attached hereto and made a part hereof ("Property"); and

WHEREAS, the Property is composed of two parcels of land currently zoned B-3 General Business; and

WHEREAS, Owners have submitted a site plan application to the City, application number P&Z #17-12000057 ("Site Plan") for a vehicle leasing operation ("Primary Use") on a portion of the Property owned by Dixie Properties & Investments, LLC, which Primary Use includes an outdoor area where vehicles are displayed and stored. The outdoor area where the vehicles are displayed and stored is located on the portion of the Property owned by Upper Pompano Properties Investments, LLC.

WHEREAS, as long as the Property is zoned B-3 General Business, the Owners recognize that the outdoor vehicle storage area is not permitted in the B-3 General Business district independent of the Primary Use; and

**P&Z**

PZ20-13000005

7/28/2021

WHEREAS, as part of the Site Plan approval process, the City requires Owners to enter into this Covenant to memorialize that the use of a portion of the Property as an outdoor vehicle storage area is dependent on the existence of the Primary Use; and

WHEREAS, upon the approval of the Site Plan, Owners agrees to record this Covenant in in the Public Records of Broward County, Florida.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Owners hereby declare that the Property specifically referenced herein shall be owned, held, used and occupied subject to the covenants hereinafter set forth, all of which shall run with such Property and any part thereof and which shall be binding upon all parties having any right, title or interest in such Property or any part thereof, their heirs, successors and assigns.

1. Recitations. The recitations set forth above are true and correct and are incorporated into this Covenant by this reference.

2. Primary Use of a portion of the Property. The vehicle leasing operation on a portion of the Property approximately 2.211 acres in size, which is the Primary Use of that portion of the Property, includes the right to display vehicles in operating condition for rental pursuant to the B-3 Zoning District.

3. The B-3 Zoning district does not permit outdoor storage and display of vehicles.

4. During the period of time that the Property is zoned B-3 General Business, in the event the Primary Use ceases, the outdoor storage and display of vehicles shall not be permitted on the portion of the Property designated as vehicular storage area on the Site Plan.

5. No Amendments, Modifications, Termination or Release of the Covenant. This Covenant shall not be modified, amended, terminated or released as to any portion of the Property, except with the approval of the Director of Development Services.

6. Enforcement. The City is the beneficiary of these covenants, and as such, the City shall enforce these covenants by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these covenants.

7. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part thereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

8. Waiver and Invalidation. Any failure by the City to enforce these covenants shall not be deemed a waiver of the right to do so thereafter. Invalidation of any of the covenants by judgment or court order shall in no way affect any other conditions which remain in full force and effect.

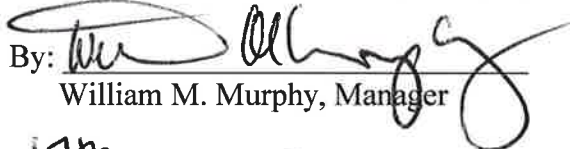
9. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Covenant are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Covenant.

10. Recordation and Effective Date; Covenant Runs with the Property. This instrument shall not become effective until this instrument is recorded in the Public Records of Broward County, Florida. Once recorded, this Covenant shall run with the Property for the benefit of the City and the public and shall bind all successors and assigns to the title of the Property.

IN WITNESS WHEREOF, the City has executed this Declaration of Covenant in Lieu of Unity of Title on the day first above written

**OWNERS:**

**DIXIE PROPERTIES & INVESTMENTS, LLC**, a Florida limited liability company

By:   
William M. Murphy, Manager


17<sup>th</sup> day of ~~August~~, 2018  
OCTOBER

STATE OF FLORIDA       )  
  ) SS:  
COUNTY OF BROWARD   )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by William M. Murphy, Manager of **DIXIE PROPERTIES & INVESTMENTS, LLC**, a Florida limited liability company, on behalf of the entity, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 17<sup>th</sup> day of OCTOBER, 2018



  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

**UPPER POMPANO PROPERTIES & INVESTMENTS, LLC**, a Florida limited liability company

By: [Signature]  
William M. Murphy, Manager  
17<sup>th</sup> day of ~~August~~ October, 2018.

STATE OF FLORIDA       )  
  ) SS:  
COUNTY OF BROWARD    )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by William M. Murphy, Manager of **UPPER POMPANO PROPERTIES & INVESTMENTS, LLC**, a Florida limited liability company, on behalf of the entity, who is personally known to me or who has produced \_\_\_\_\_ as identification.

October WITNESS my hand and official seal in the County and State last aforesaid this 17<sup>th</sup> day of ~~August~~ October, 2018.



[Signature]  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**DESCRIPTION:****PARCEL "A" (2.192 ACRES)**

A PARCEL OF LAND LYING WEST OF THE F.E.C. RAILROAD RIGHT-OF-WAY IN THE SOUTH HALF (S ½) OF THE NORTHEAST ¼ (NE ¼) OF THE SOUTHEAST ¼ (SE ¼) OF SECTION 26, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT ON THE WEST LINE OF THE F.E.C. RAILROAD RIGHT-OF-WAY, SAID POINT BEING 2050.72 FEET FROM THE SOUTH LINE OF SECTION 26, AS MEASURED ALONG THE WEST LINE OF THE F.E.C. RAILROAD RIGHT-OF-WAY; THENCE NORTH 76 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 13 DEGREES 57 MINUTES 20 SECONDS WEST, A DISTANCE OF 209.19 FEET; THENCE SOUTH 88 DEGREES 29 MINUTES 55 SECONDS WEST, A DISTANCE OF 351.64 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 35 SECONDS WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 88 DEGREES 29 MINUTES 55 SECONDS EAST, A DISTANCE OF 270.68 FEET; THENCE SOUTH 13 DEGREES 57 MINUTES 20 SECONDS WEST, A DISTANCE OF 59.19 FEET; THENCE SOUTH 76 DEGREES 02 MINUTES 40 SECONDS EAST, A DISTANCE OF 155.00 FEET TO THE POINT OF BEGINNING, LESS THEREFROM THAT CERTAIN RIGHT-OF-WAY FOR NORTH DIXIE HIGHWAY (STATE ROAD 811) TAKEN BY ORDER OF TAKING IN O.R. BOOK 21796, PAGE 903, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**LESS AND EXCEPT THEREFROM:**

A PARCEL OF LAND LYING WEST OF THE F.E.C.R.R. IN THE SOUTH HALF OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 48 SOUTH, RANGE 42 EAST, A DESCRIBED IN THE CERTAIN QUIT CLAIM DEED, RECORDED IN INSTRUMENT NUMBER 114014535 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF THE F.E.C.R.R. RIGHT-OF-WAY, SAID POINT BEING 2,163.84 FEET FROM THE SOUTH LINE OF SECTION 26, AS MEASURED ALONG THE WEST LINE OF THE F.E.C.R.R. RIGHT-OF-WAY; THENCE SOUTHERLY WITH A BEARING OF SOUTH 14°20'51" WEST ALONG THE WEST LINE OF THE F.E.C.R.R. RIGHT-OF-WAY, 113.12 FEET; THENCE WESTERLY AT RIGHT ANGLES WITH A BEARING OF NORTH 75°39'09" WEST, FOR 195.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 75°39'09" WEST, FOR 13.05 FEET; THENCE NORTH 10°17'58" EAST, FOR 54.66 FEET; THENCE NORTH 88°53'26" EAST, FOR 17.54 FEET; THENCE SOUTH 14°20'51" WEST, FOR 59.20 FEET TO THE POINT OF BEGINNING.

**PARCEL "B" (0.794 ACRES)**

A PORTION OF THE SOUTH ½ (S ½) OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 26, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 26, AND THE WEST RIGHT-OF-WAY LINE OF THE F.E.C. RAILWAY; THENCE NORTHERLY ALONG THE SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1730.80 FEET TO THE POINT OF BEGINNING; THENCE WEST MAKING AN ANGLE OF 74 DEGREES 32 MINUTES 35 SECONDS IN THE SOUTHWEST QUADRANT, A DISTANCE OF 361.80 FEET; THENCE NORTH MAKING AN INCLUDED ANGLE OF 89 DEGREES 24 MINUTES 30 SECONDS, A DISTANCE OF 117.80 FEET; THENCE EAST MAKING AN INCLUDED ANGLE OF 90 DEGREES 35 MINUTES 30 SECONDS, A DISTANCE OF 393.14 FEET TO A POINT OF THE SAID WEST RIGHT-OF-WAY LINE OF THE F.E.C. RAILWAY; THENCE SOUTHERLY ALONG THE SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 122.22 FEET TO THE POINT OF BEGINNING. LESS THE RIGHT-OF-WAY OF OLD DIXIE HIGHWAY.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 130,034 SQUARE FEET OR 2.985 ACRES MORE OR LESS.

R:\SURVEY\2015\15-0005-001-01 KROME V. STEFANKO\DRAWINGS\15-0005 SOS LESS INSTR 114014535

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.



**CRAVEN • THOMPSON & ASSOCIATES, INC.**  
ENGINEERS • PLANNERS • SURVEYOR'S  
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL.: (954) 739-6400  
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271  
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2018

UPDATES and/or REVISIONS	DATE	BY	CK'D
JOB NO.: 15-0005	SHEET 1	OF 1	SHEETS
DRAWN BY: RY	FILED BY: A	FILED BY: A	FILED BY: A
CHECKED BY: RY	DATED: 10/29/2021		

PZ20-13000005  
7/28/2021