

FIRST AMENDMENT TO DEVELOPER'S AGREEMENT

This First Amendment to the Developer's Agreement ("FIRST AMENDMENT") is entered into this _____ day of _____, 2018, between **HABITAT FOR HUMANITY OF BROWARD, INC.**, a Florida Not For Profit Corporation, having an address of 3564 North Ocean Boulevard, Fort Lauderdale, Florida 33308 ("DEVELOPER") and the **CITY OF POMPANO BEACH**, a Florida municipal corporation, having an address of 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 ("CITY"), hereinafter collectively referred to as the ("PARTIES").

WITNESSETH

WHEREAS, the Parties entered into a Developer's Agreement on July 28, 2017 (Resolution No. 2017-283) ("ORIGINAL AGREEMENT") for the development of real property located at the Southwest corner of NW 6th Avenue and NW 15th Street (9.035 net acres)("PROPERTY");

WHEREAS, DEVELOPER has now acquired certain real property located south of the PROPERTY, in part to enhance drainage from the PROPERTY, and desires to dedicate such real property to CITY; and

WHEREAS, CITY desires to partner with DEVELOPER as a means of achieving future reductions in housing costs, meeting local housing needs and ensuring decent, safe, and sanitary conditions for very-low-income, low-income, and moderate-income persons; and

WHEREAS, the CITY and the DEVELOPER have agreed to amend the Original Agreement to provide for the above-referenced dedication and to substitute Exhibits "C" and "F" to the Original Agreement.

NOW THEREFORE, in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the PARTIES hereto agree to amend the ORIGINAL AGREEMENT as follows:

1. The attached Exhibits “C” and “F” are hereby substituted for, and in all references replace, the Exhibits “C” and “F,” which were attached to, referenced and made a part of the ORIGINAL AGREEMENT.

2. Paragraph 7 of the ORIGINAL AGREEMENT shall be amended to read as follows:

7. Utilities and Maintenance; Ownership

a. Contingent upon DEVELOPER meeting the requirements of City Ordinance §50.02(A)(1), completing all public facilities, and achieving final regulatory certification approval for the public facilities including Broward County EEPD Surface Water Management, the CITY shall maintain the water, and sewer and re-use utility systems on the Property. ~~from completion of infrastructure until DEVELOPER conveys respective right of way and Public Facilities to the CITY upon completion of the DEVELOPMENT, as noted in the plat and approved by the CITY.~~

b. ~~As consideration for CITY maintaining the infrastructure until the Public Facilities and right of way are dedicated to the CITY,~~ DEVELOPER shall provide a labor & and material bond in the minimum amount of ten (10%) percent of the estimated cost of CITY providing water and sewer to the DEVELOPMENT, not to exceed \$50,000.00 (Fifty Thousand Dollars) and approval of said bond shall be subject to prior approval of City’s Risk Manager and City Attorney. DEVELOPER agrees that this labor & and material bond will need to be replenished annually in an amount necessary to cover the balance of the labor and materials needed by the CITY until such infrastructure is conveyed to the CITY, as determined and in the sole discretion of the City’s Director of Utilities, or his designee.

c. The DEVELOPER covenants and agrees it shall also be responsible and shall indemnify and hold CITY harmless of any and all costs, damages, charges and repairs of any kind arising out of this AGREEMENT and FIRST AMENDMENT, even if such costs exceed the above mentioned \$50,000 (Fifty Thousand Dollar) amount.

d. DEVELOPER shall also provide loop connections at NW 6th Avenue and NW 15th Street for re-use water system water and shall also

provide a connection to each lot for a future meter, see *Exhibit "C"* ("WATER AND SEWER PLAN").

e. In consideration of DEVELOPER's efforts to construct housing to benefit low-income persons in Broward County, its independent outlay of funds and manpower to develop and construct the housing and infrastructure on and about the PROPERTY, the CITY's desire to assist DEVELOPER in developing affordable housing, and in keeping with the spirit and intent of Florida Statutes Chapter 420, CITY has agreed to reimburse DEVELOPER for the costs of installation of the water, sewer and re-use utility infrastructure in the amount of \$641,960.00. Such reimbursement shall be paid to DEVELOPER following completion of the installation and final regulatory certification approval of such utilities infrastructure and providing CITY proof of payment in full therefor.

f. DEVELOPER shall convey all public facility improvements constructed pursuant to this AGREEMENT to the CITY by bill of sale. A conceptual exhibit depicting the public facility improvements contemplated herein is attached hereto as Exhibit "F" ("Paving, Grading and Drainage Plan").

3. Paragraph 14 of the ORIGINAL AGREEMENT shall be amended to read as follows:

14. DEDICATIONS

a. DEVELOPMENT ROADWAYS/~~DRAINAGE~~ – DEVELOPER shall convey all roadways constructed pursuant to this AGREEMENT, and any amendments thereto, to the CITY upon completion and final regulatory certification approval of including the Broward County EPD Surface Water Management. A conceptual exhibit depicting the location of the roadways contemplated for construction pursuant to this AGREEMENT is attached hereto as Exhibit "F" ("Paving, Grading and Drainage Plan"). All roadways constructed pursuant to this AGREEMENT shall be constructed in accordance with all applicable provisions of the City's Code of Ordinances, as well as all applicable county and state regulations and applicable City bonding requirements. Further CITY agrees that the second lift of asphalt will be required at completion of Phase 6.

b. DEVELOPER shall convey to CITY the newly acquired real property depicted herein as Exhibit "J," as drainage for the PROPERTY as developed (the "Drainage Parcel"), and Exhibit "K," as additional land for any legal and appropriate City purpose (the "Second Parcel") (collectively referred to herein as "Dedication Parcels"). The Dedication Parcels shall be dedicated to CITY upon completion of the Phase 1 Improvements described in the AGREEMENT and following the City's approval of such conveyance (unless

CITY requests conveyance at an earlier date); provided, however, that such Dedication Parcels shall be conveyed to CITY by Special Warranty Deed. Such Deed shall reference that the Drainage Parcel is to be used exclusively for drainage for the benefit of the Property. The Dedication Parcels, having been donated by DEVELOPER, shall recite consideration of \$1.

4. The DEVELOPER covenants and agrees it shall also be responsible and shall indemnify and hold CITY harmless of any and all costs, damages, charges and repairs of any kind arising out of the ORIGINAL AGREEMENT and FIRST AMENDMENT.

5. EFFECTIVE COVENANTS - The burdens of this FIRST AMENDMENT shall run with the land and shall be binding upon, and the benefits of this FIRST AMENDMENT shall inure to, all successors in interest of the PARTIES to this FIRST AMENDMENT.

6. RECORDING - This FIRST AMENDMENT shall be recorded in the Public Records of Broward County, at the sole cost of the DEVELOPER, within fourteen (14) days after the execution by the PARTIES.

7. EFFECTIVE DATE - This FIRST AMENDMENT shall become effective upon execution and recordation in the Public Records of Broward County, Florida.

8. ENTIRE AGREEMENT - This FIRST AMENDMENT and ORIGINAL AGREEMENT set forth all of the promises, covenants, agreements, conditions, and understandings between the PARTIES hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral and written, except as herein contained. The CITY shall not request any additional improvements or contributions except for those expressly set forth in the ORIGINAL AGREEMENT and FIRST AMENDMENT.

9. The ORIGINAL AGREEMENT, effective on July 28, 2017, shall remain in full force and effect except as specifically amended herein. In the event of any inconsistencies between the ORIGINAL AGREEMENT and this FIRST AMENDMENT, the terms of this FIRST

AMENDMENT shall control. Each reference in the ORIGINAL AGREEMENT to itself shall be deemed also to refer to this FIRST AMENDMENT.

This First Amendment is entered into by CITY and DEVELOPER as of the date first stated above.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:


NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

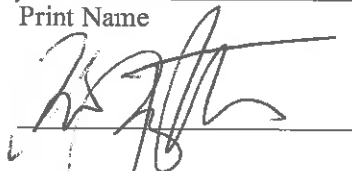
Commission Number

"DEVELOPER":

Witnesses:




CYNTHIA MARTIN
Print Name



MARCIA BARRY-SMITH
Print Name

HABITAT FOR HUMANITY OF BROWARD, INC.
a Florida Not For Profit Corporation

By: 

NANCY ROBIN
Typed or Printed Name

Title: CEO, HABITAT FOR HUMANITY OF
BROWARD
(SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of
MARCH, 2018, by NANCY ROBIN
as CEO of HABITAT FOR HUMANITY OF BROWARD, INC., a
Florida Not For Profit Corporation, on behalf of the corporation. He/she is personally known to
me or who has produced _____
(type of identification) as identification.

NOTARY'S SEAL:





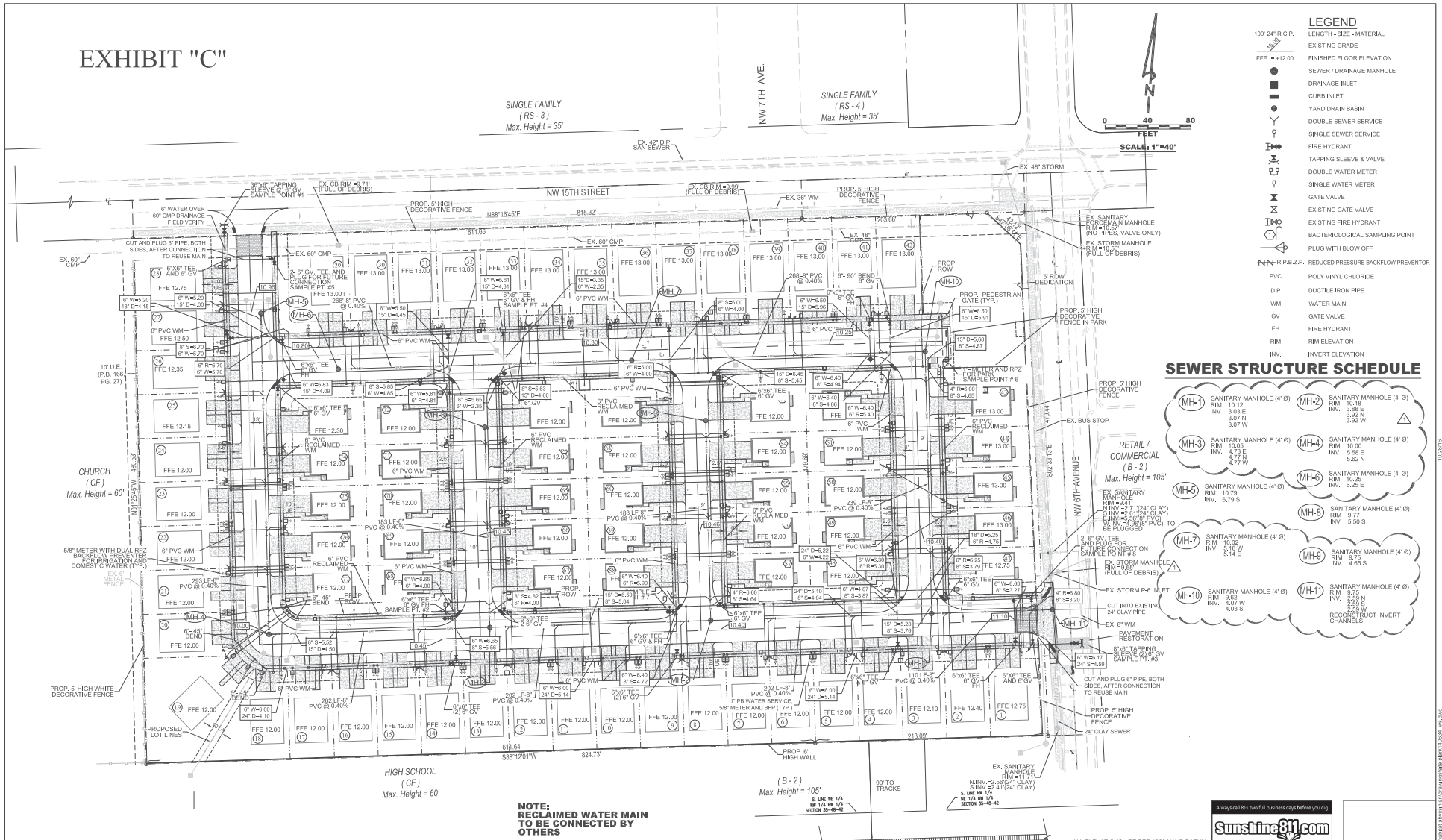
NOTARY PUBLIC, STATE OF FLORIDA

Laura H. West
(Name of Acknowledger Typed, Printed or Stamped)

2102/2022-66179275
Commission Number

JES:jrm
3/13/18
L:agr/devsrv/2018-578a

EXHIBIT "C"



- LEGEND**
- 100'-24\"/>

SEWER STRUCTURE SCHEDULE

MH-1	SANITARY MANHOLE (4' Ø) RM 10.12 INV. 3.03 E 3.07 N 3.07 W	MH-2	SANITARY MANHOLE (4' Ø) RM 10.18 INV. 3.08 E 3.07 N 3.02 W
MH-3	SANITARY MANHOLE (4' Ø) RM 10.06 INV. 4.73 E 4.77 W	MH-4	SANITARY MANHOLE (4' Ø) RM 10.00 INV. 5.52 E 5.52 N
MH-5	SANITARY MANHOLE (4' Ø) RM 10.70 INV. 6.79 S	MH-6	SANITARY MANHOLE (4' Ø) RM 9.77 INV. 6.25 S
MH-7	SANITARY MANHOLE (4' Ø) RM 10.02 INV. 5.14 E	MH-8	SANITARY MANHOLE (4' Ø) RM 9.75 INV. 4.85 S
MH-9	SANITARY MANHOLE (4' Ø) RM 9.75 INV. 2.58 N 2.58 W	MH-10	SANITARY MANHOLE (4' Ø) RM 9.75 INV. 4.07 W 4.03 S
MH-11	SANITARY MANHOLE (4' Ø) RM 9.75 INV. 2.58 N 2.58 W		

NOTE:
RECLAIMED WATER MAIN
TO BE CONNECTED BY
OTHERS

NO.	DATE	BY	REVISIONS
2	05/15/17	JMH	REVISE WATER MAIN TO 6"
1	02/23/17	JMH	REVISE PER DEP COMMENTS

Designed by: JH Date: 01/15
 Drawn by: LS Date: 01/15
 Checked by: JH Date: 01/15



HSQ GROUP, INC.
 Engineers - Planners - Surveyors
 1489 West Palmto Park Road, Suite 340
 Boca Raton, Florida 33486 - 561.392.0221
 C26258 - LB7924

A RICK CASE HABITAT COMMUNITY
WATER AND SEWER PLAN



SCALE:
1" = 40'
 PROJECT NUMBER:
1405-34
 SHEET NUMBER:
WS-1

Date: 05/15/17
 Approved by: JAV REISNER, P.E.
 Registered Engineer No. 28875
 State of Florida

2:00PM 05/15/17 1405-34 - local at d:\projects\new\water\plan\WS-1.dwg

EXHIBIT "F" 1 OF 4

NOTE:
ALL PAVEMENT IN THE COUNTY ROW TO MEET BROWARD COUNTY MINIMUM STANDARDS (BCMS).
1. SUBGRADE BCMS 6-1.6
2. BASE BCMS 6-1.4
3. WEARING COURSE BCMS 6-1.8
1.5" SP 12.5 AND 1" SP 0.5, TACK COAT APPLIED BETWEEN
4. SIDEWALK TO REPLACED BCMS 6-1.4 AND DWG No. 14

SINGLE FAMILY
(RS-3)
Max. Height = 35'

SINGLE FAMILY
(RS-4)
Max. Height = 35'

PERMITTEE IS RESPONSIBLE FOR
CLEANING OF ALL THE EXISTING
DRAINAGE AFFECTED BY THE
CONSTRUCTION WITHIN THE
RIGHT-OF-WAY UPON COMPLETION
OF THE PROJECT

CONTRACTOR RESPONSIBLE TO
CLEAN EXISTING DRAINAGE SYSTEM
PRIOR TO FIRST C.O.

EX. 42" DIP
SAN SEWER

NW 7TH AVE.

SINGLE FAMILY
(RS-4)
Max. Height = 35'

SCALE: 1"=40'

DRAINAGE INLET
SCHEDULE

- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.00
INV. 5.50 W
- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.00
INV. 3.00 N
- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.00
INV. 5.15 S
- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.00
INV. 5.00 N
- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.00
INV. 3.15 S PRB
- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.00
INV. 6.00 S
- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.00
INV. 3.15 S PRB
- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.00
INV. 7.10 E
- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.00
INV. 2.03 NW
- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.00
INV. 2.67 S
- MANHOLE 4' Ø
W/ U.S.F. 655-T
RING AND COVER
RIM 9.76
INV. 2.06 NW
- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.07
INV. 3.35 NW
- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.06
INV. 6.50 SE
- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.48
INV. 6.50 NW
- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.45
INV. 5.70 N
- MANHOLE 4' Ø
W/ U.S.F. 655-T
RING AND COVER
RIM 10.58
INV. 2.80 E
- TYPE 'C' INLET
PER FOOT INDEX 232
W/ U.S.F. 6210 GRATE
RIM 9.00
INV. 5.50 S

LEGEND

- 100'-24" R.C.P.
- FFE = +12.00
- EXISTING GRADE
- FINISHED FLOOR ELEVATION
- DRAINAGE INLET
- CURB INLET
- YARD DRAIN BASIN
- DOUBLE SEWER SERVICE
- SINGLE SEWER SERVICE
- FIRE HYDRANT
- TAPPING SLEEVE & VALVE
- DOUBLE WATER METER
- SINGLE WATER METER
- GATE VALVE
- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- BACTERIOLOGICAL SAMPLING POINT
- PLUG WITH BLOW OFF
- REDUCED PRESSURE BACKFLOW PREVENTOR
- PVC POLY VINYL CHLORIDE
- DP DUCTILE IRON PIPE
- WM WATER MAIN
- GV GATE VALVE
- FH FIRE HYDRANT
- RM RIM ELEVATION
- INV. INVERT ELEVATION

NOTICE

INSPECTION REQUIRED
24 HOURS PRIOR TO COMMENCING ANY
WORK IN THE PUBLIC ROW CONTACT THE
BROWARD COUNTY HIGHWAY CONSTRUCTION
AND ENGINEERING DIVISION AT
954-577-6000 FOR INSTRUCTION

PERMIT SET

MUST BE ON JOBSITE AT ALL TIMES
DURING CONSTRUCTION

ALL MATERIALS USED AND INSTALLATIONS
WITHIN THE PUBLIC RIGHT OF WAY OR
EASEMENTS SHALL BE IN ACCORDANCE
WITH BROWARD COUNTY HIGHWAY
CONSTRUCTION AND ENGINEERING DIVISION
SPECIFICATIONS

NOTE:
APPROVAL OF THIS PLAN DOES NOT
CONSTITUTE A PERMIT FOR CONSTRUCTION
A PERMIT FOR CONSTRUCTION MUST BE
OBTAINED FROM THE BROWARD COUNTY
HIGHWAY CONSTRUCTION AND ENGINEERING
DIVISION PRIOR TO COMMENCING
CONSTRUCTION IN THE PUBLIC RIGHT OF
WAY.

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

☐ PLAN CONSISTENT WITH PLAT
REQUIREMENTS

☐ PUBLIC RIGHT OF WAY APPROVAL FOR
PAVING, GRADING AND DRAINAGE

DATE: _____

DOES NOT INCLUDE APPROVAL OF
PAVEMENT MARKINGS & SIGNS

ALL EXISTING SIGNALIZATION EQUIPMENT TO REMAIN IS ASSUMED
TO BE IN GOOD WORKING ORDER UNLESS NOTED IS NOTIFIED IN
WRITING PRIOR TO THE START OF CONSTRUCTION. ANY
SUBSEQUENT DAMAGE TO THE SIGNAL EQUIPMENT SHALL BE
REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

Always call this toll free number before you dig
Sunshine 811.com

SCALE: 1"=40'

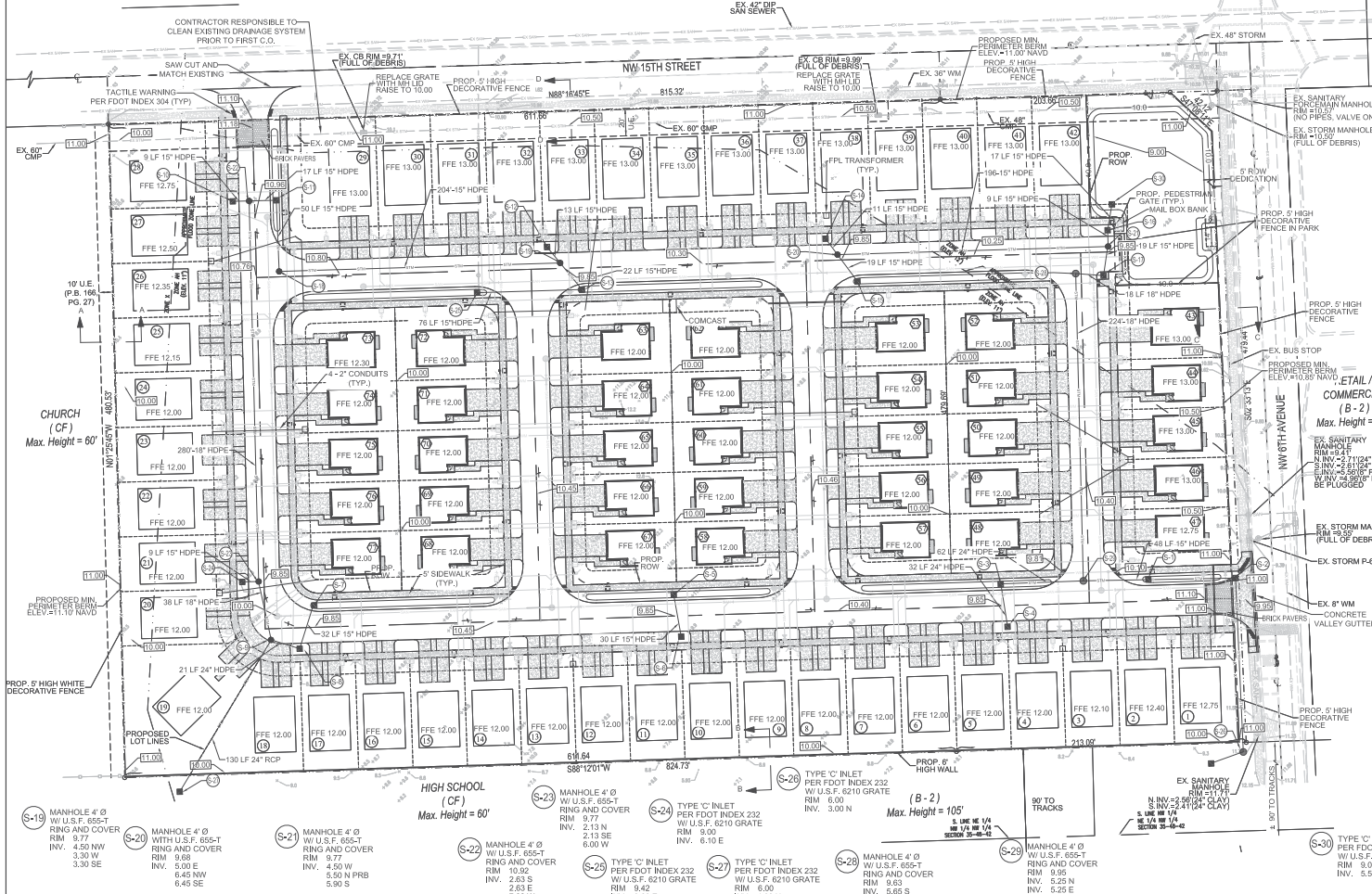
PROJECT NUMBER:

1406-34

SHEET NUMBER:

PD-1

Date: 05/18/2018
Approved by: JAY REISNER, P.E.
Registered Engineer No. 28817
State of Florida



NO.	DATE	BY	REVISIONS
1	07/12/17	JH	REVISE LOCATION OF UTILITIES

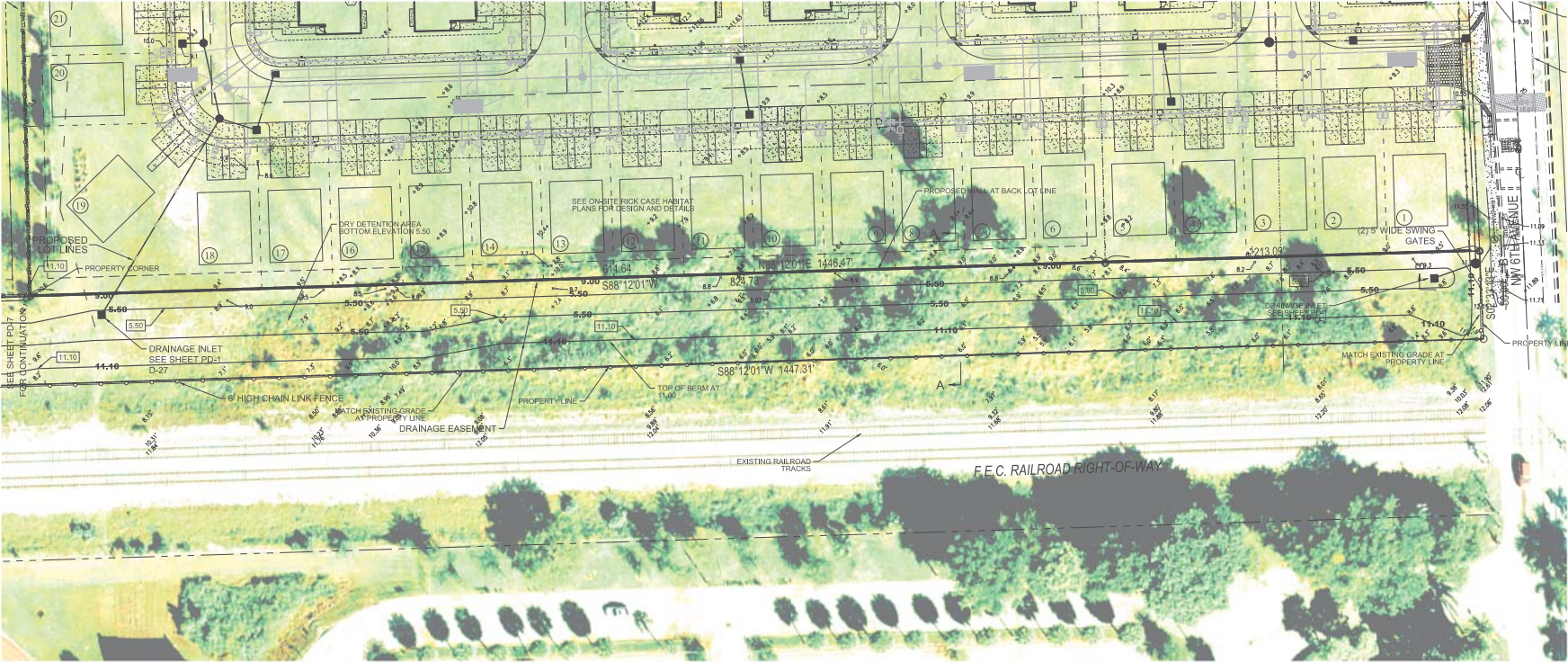
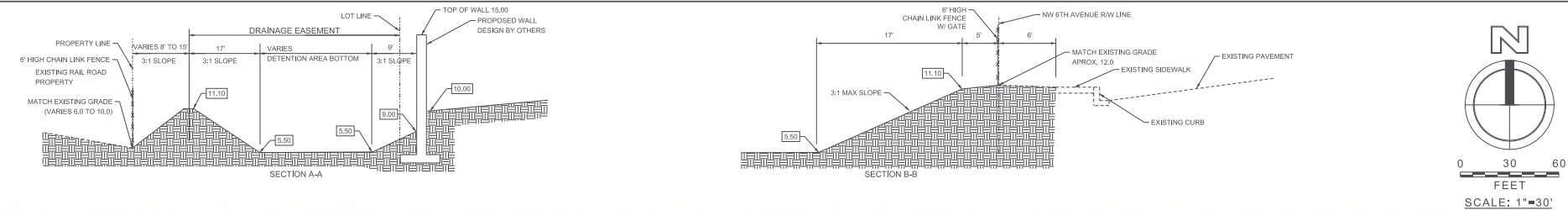
Designed by: JH Date: 01/15
Drawn by: ALS Date: 01/15
Checked by: JH Date: 01/15



HSQ GROUP, INC.
Engineers - Planners - Surveyors
1489 West Palmto Park Road, Suite 340
Boca Raton, Florida 33486 - 561.392.0221
C26258 - LB7924

A RICK CASE HABITAT COMMUNITY
PAVING AND DRAINAGE PLAN

EXHIBIT "F" 2 OF 4



NO.	DATE	BY	REVISIONS	NO.	DATE	BY	REVISIONS

Designed by: JH Date: 1/18
Drawn by: AZ Date: 1/18
Checked by: JH Date: 1/18



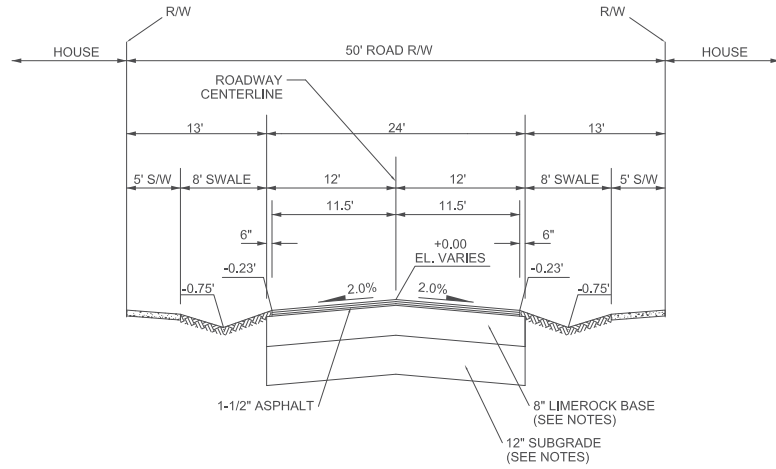
HSQ GROUP, INC.
Engineers • Planners • Surveyors
1489 West Palmetto Park Road, Suite 340
Boca Raton, Florida 33486 • 561.392.0221
C26258 - LB7924

RICK CASE HABITAT
OFF SITE GRADING PLAN

SCALE:
1" = 30'
PROJECT NUMBER:
1406-34
SHEET NUMBER:
PD-5

Date: 3/3/2018
Approved by: JOHN BARRERA, P.E.
Registered Engineer No: 55815
State of Florida

EXHIBIT "F" 4 OF 4



TYPICAL ROAD SECTION
N.T.S.

NO.	DATE	BY	REVISIONS	NO.	DATE	BY	REVISIONS

Designed by: JH Date: 01/15
Drawn by: AZ Date: 01/15
Checked by: JH Date: 01/15



HSQ GROUP, INC.
Engineers • Planners • Surveyors
1489 West Palmetto Park Road, Suite 340
Boca Raton, Florida 33486 • 561.392.0221
C26258 - LB7924

A RICK CASE HABITAT COMMUNITY
PD NOTES

SCALE:
NTS
PROJECT NUMBER:
1405-34
SHEET NUMBER:
EXHIBIT D

Date: 01/17
Approved by: JAV REEDER, P.E.
Registered Engineer No. 26612
State of Florida

EXHIBIT "J"

1 of 2

MAP OF BOUNDARY SURVEY WEST PARCEL

LEGAL DESCRIPTION

A PORTION OF THE NORTH 50.00 FEET OF THE SOUTH 150.00 FEET OF THE EAST 1055.00 FEET OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 34, TOWNSHIP 48 SOUTH, RANGE 42 EAST, AND A PORTION OF THE NORTH 50.00 FEET OF THE SOUTH 150.00 FEET OF THE NORTH ONE-HALF (N 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, ALL IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A ONE INCH IRON PIPE, FOUND MARKING THE NORTHEAST CORNER OF SAID NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 34; THENCE SOUTH 88°32'31" WEST ALONG THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 34, A DISTANCE OF 452.60 FEET TO A POINT OF INTERSECTION WITH THE BASELINE OF SURVEY OF STATE ROAD 9 (I-95) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH FOR ITEM/SEGMENT NO. 4331085 SECTION 86070-2524; THENCE SOUTH 00°50'24" EAST ALONG SAID BASELINE OF SURVEY, A DISTANCE OF 514.67 FEET TO A POINT ON THE NORTHERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 9 (I-95), THE NORTHERLY EXISTING RIGHT OF WAY LINE OF THE F.E.C. RAILWAY, THE NORTH LINE OF THE SAID NORTH 50.00 FEET; THENCE NORTH 88°45'50" EAST ALONG SAID NORTHERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 9 (I-95), THE NORTHERLY EXISTING RIGHT OF WAY LINE OF THE F.E.C. RAILWAY AND THE NORTH LINE OF THE SAID NORTH 50.00 FEET, A DISTANCE OF 150.00 FEET TO **THE POINT OF BEGINNING**; THENCE CONTINUE NORTH 88°45'50" EAST ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE OF THE F.E.C. RAILWAY AND NORTH LINE OF SAID NORTH 50.00 FEET, A DISTANCE OF 308.47 FEET TO THE EAST LINE OF SAID SECTION 34 AND THE WEST LINE OF SAID SECTION 35; THENCE NORTH 88°20'40" EAST, ALONG THE NORTH LINE OF SAID NORTH 50.00 FEET OF THE SOUTH 150.00 FEET OF THE NORTH ONE-HALF (N 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 35, A DISTANCE OF 1,446.47 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NW 6TH AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 363, PAGE 648 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 02°27'34" EAST, ALONG THE SOUTHERLY EXTENSION OF SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET; THENCE SOUTH 88°20'40" WEST, ALONG THE SOUTH LINE OF SAID NORTH 50.00 FEET OF THE SOUTH 150.00 FEET OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 35, A DISTANCE OF 1,447.31 FEET TO SAID WEST LINE OF SECTION 35 AND SAID EAST LINE OF SECTION 34; THENCE SOUTH 88°45'50" WEST, ALONG THE SOUTH LINE OF SAID NORTH 50.00 FEET OF THE SOUTH 150.00 FEET OF THE EAST 1055.00 FEET OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 34, A DISTANCE OF 309.04 FEET; THENCE NORTH 00°50'24" WEST A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAIN 2.015 ACRES (87,780 SQUARE FEET), MORE OR LESS.

NOTES:

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
3. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. SUCH INFORMATION SHOULD BE OBTAINED BY OTHERS THROUGH AN APPROPRIATE TITLE SEARCH.
4. IMPROVEMENTS HAVE NOT BEEN LOCATED IN CONNECTION WITH THIS SURVEY.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST HAVING A GRID BEARING OF SOUTH 01°29'36" AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY MAP FOR INTERSTATE 95, SECTION 86070-2524, DATED 8-10-11.

ABBREVIATIONS:

A = ARC LENGTH
B.C.R. = BROWARD COUNTY RECORDS
D = DELTA (CENTRAL ANGLE)
D.E. = DRAINAGE EASEMENT
M.D.C.R. = MIAMI-DADE COUNTY RECORDS
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK

PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
SIR/C = SET 1/2" IRON ROD W/CAP LB 7924
U.E. = UTILITY EASEMENT

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

Laak Daniel C

DANIEL C. LAAK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS5118

LAST DATE OF FIELD WORK: 10/26/17

PROJECT: **RICK CASE HABITAT**

PROJECT NO.: 1406-34

DATE: 1/8/18

SHEET 1 OF 2

EXHIBIT "K"

1 of 2

MAP OF BOUNDARY SURVEY EAST PARCEL

LEGAL DESCRIPTION

A PORTION OF THE NORTH 50.00 FEET OF THE SOUTH 150.00 FEET OF THE NORTH ONE-HALF (N 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST, ALL IN BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A ONE INCH IRON PIPE, FOUND MARKING THE NORTHEAST CORNER OF SAID NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 34; THENCE SOUTH 88°32'31" WEST ALONG THE NORTH LINE OF SAID NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SECTION 34, A DISTANCE OF 452.60 FEET TO A POINT OF INTERSECTION WITH THE BASELINE OF SURVEY OF STATE ROAD 9 (I-95) AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION PARCEL SKETCH FOR ITEM/SEGMENT NO. 4331085 SECTION 86070-2524; THENCE SOUTH 00°50'24" EAST ALONG SAID BASELINE OF SURVEY, A DISTANCE OF 514.67 FEET TO A POINT ON THE NORTHERLY EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 9 (I-95), THE NORTHERLY EXISTING RIGHT OF WAY LINE OF THE F.E.C. RAILWAY, THE NORTH LINE OF THE SAID NORTH 50.00 FEET; THENCE NORTH 88°45'50" EAST, ALONG THE NORTH LINE OF SAID NORTH 50.00 FEET OF THE SOUTH 150.00 FEET OF THE EAST 1055.00 FEET OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 34, A DISTANCE OF 458.47 FEET TO THE EAST LINE OF SAID SECTION 34 AND THE WEST LINE OF SAID SECTION 35; THENCE NORTH 88°20'40" EAST, ALONG THE NORTH LINE OF SAID NORTH 50.00 FEET OF THE SOUTH 150.00 FEET OF THE NORTH ONE-HALF (N 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 35, A DISTANCE OF 1,446.47 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NW 6TH AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 363, PAGE 648 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND THE **POINT OF BEGINNING**; THENCE NORTH 88°20'40" EAST ALONG SAID NORTH LINE OF THE NORTH 50.00 FEET OF THE SOUTH 150.00 FEET OF THE NORTH ONE-HALF (N 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 35, A DISTANCE OF 1,219.26 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SAID SECTION 35; THENCE SOUTH 01°20'11" EAST ALONG SAID EAST LINE, A DISTANCE OF 50.00 FEET; THENCE SOUTH 88°20'40" WEST, ALONG SAID SOUTH LINE OF THE NORTH 50.00 FEET OF THE SOUTH 150.00 FEET OF THE NORTH ONE-HALF (N 1/2) OF THE NORTH ONE-HALF (N 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 35, A DISTANCE OF 1,219.29 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF NW 6TH AVENUE AS RECORDED ON OFFICIAL RECORDS BOOK 363, PAGE 648 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 02°27'34" WEST ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAIN 1.400 ACRES (60,988 SQUARE FEET), MORE OR LESS.

NOTES:

1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
3. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. SUCH INFORMATION SHOULD BE OBTAINED BY OTHERS THROUGH AN APPROPRIATE TITLE SEARCH.
4. IMPROVEMENTS HAVE NOT BEEN LOCATED IN CONNECTION WITH THIS SURVEY.
5. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 42 EAST HAVING A GRID BEARING OF SOUTH 01°29'36" AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY MAP FOR INTERSTATE 95, SECTION 86070-2524, DATED 8-10-11.

ABBREVIATIONS:

A	= ARC LENGTH	PG.	= PAGE
B.C.R.	= BROWARD COUNTY RECORDS	P.O.B.	= POINT OF BEGINNING
D	= DELTA (CENTRAL ANGLE)	P.O.C.	= POINT OF COMMENCEMENT
D.E.	= DRAINAGE EASEMENT	R/W	= RIGHT-OF-WAY
M.D.C.R.	= MIAMI-DADE COUNTY RECORDS	SIR/C	= SET 1/2" IRON ROD W/CAP LB 7924
O.R.B.	= OFFICIAL RECORDS BOOK	U.E.	= UTILITY EASEMENT
P.B.	= PLAT BOOK		

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE STANDARDS OF PRACTICE CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

Laak Daniel C
Digitally signed by Laak Daniel C
DN: cn=Laak Daniel C, o=HSGGroup, Inc., ou=Survey Department,
email=Daniel@hsggroup.net, c=US
Date: 2018.03.06 12:22:31 -05'00'

DANIEL C. LAAK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. LS5118

LAST DATE OF FIELD WORK: 10/26/17

PROJECT: **RICK CASE HABITAT**

PROJECT NO.: 1406-34

DATE: 1/8/18

SHEET 1 OF 2

2 of 2



BOUNDARY SURVEY	1/8/18	JDV	DCL	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: RICK CASE HABITAT		SCALE: 1" = 80'		
PROJECT NO.: 1406-34		SHEET 2 OF 2		