



**CITY OF DANIA BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT  
STAFF REPORT**

**DATE:** September 11, 2012

**TO:** Robert Baldwin, City Manager

**VIA:** Marc LaFerrier, AICP, Director *[Signature]*

**FROM:** Corinne Lajoie, AICP, LEED Green Associate, Principal Planner *[Signature]*

**SUBJECT:** The applicant, ACAI Associates, Inc., on behalf of Broward County Board of County Commissioners, on behalf of Broward County Board of County Commissioners, is requesting a declaration of covenant and easement agreement pertaining to shared access driveway and parking associated with the Ravenswood Transit Facility located at 5440 Anglers Avenue.

The subject property is located on the east side of Anglers Avenue, immediately north of Tigertail Boulevard. The property is the current site of the Broward County bus facility.

The site plan proposed provides access for the buses from a shared access point at the City's dog park to the north of the site, consistent with the ingress/egress identified on the plat. This shared access requires a separate approval by the City Commission. In exchange for use of the city's access, the County is providing the following enhancements to the dog park:

1. Six (6) new parking spaces to provide an overall total of 20 spaces on the site.
2. A new 5 foot wide sidewalk from Ravenswood Road to the existing covered pavilion.
3. A new 6 foot high vinyl coated chain link fence with gates, along the edge of the sidewalk from Ravenswood Road to the vehicle entrance gates into the dog park, including a pedestrian entrance gate at the sidewalk.
4. A new 4 foot high vinyl coated chain link fence with gates between the sidewalk and parking area from the vehicle entrance gates into the dog park to the existing covered pavilion.
5. A new 4 foot high vinyl coated chain link fence with service gates and a dog control gate at the east end of the new parking area.
6. A new ground sign for the dog park located at Ravenswood Road.
7. A new sign for the dog park located on the vehicle entrance gates into the dog park.
8. A new sign at the shared entrance identifying the entrance to the bus facility and the dog park.
9. New traffic signage and parking.
10. Three (3) new light poles/fixtures to provide area lighting at the new shared access and some of the dog parking lot.
11. New landscaping at the north and south sides of the new shared entrance including five (5) new trees.
12. Installation of four (4) shade trees, Bahia sod, beach sand, one bench and two trash receptacles in the area of excavation /installation of the 30 inch drainage outfall pipe.
13. As part of the upcoming Ravenswood Road expansion project the County will install 10-12 inch Oak trees in the media along the roadway segment from Tigertail to the new shared access drive.

**CITY COMMISSION PREVIOUS ACTION**

On August 14, 2012 the City Commission approved the plat.

**STAFF RECOMMENDATION**

Approve.

Return recorded copy to:

Broward County Highway Construction &  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

Document prepared by:  
David Huizenga

Broward County Highway Construction &  
Engineering Division  
1 North University Drive, Suite 300B  
Plantation, FL 33324-2038

DECLARATION OF COVENANT AND EASEMENT AGREEMENT

Between

BROWARD COUNTY,

and

CITY OF DANIA BEACH

for

SHARED ACCESS DRIVEWAY AND PARKING

THIS IS A DECLARATION OF COVENANT AND EASEMENT AGREEMENT made and entered into by BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

CITY OF DANIA BEACH, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the State of Florida, hereinafter referred to as "MUNICIPALITY."

WHEREAS, COUNTY is the owner of real property located within the City of Dania Beach, as described in Exhibit "A," attached hereto and made a part hereof, which is the subject of a replat known as the "Ravenswood Transit Facility" Plat hereinafter referred to as "Plat "; and

WHEREAS, MUNICIPALITY is the owner of real property abutting the Plat, as

described in Exhibit "B" attached hereto and incorporated herein, hereinafter referred to as "Dog Park Property"; and

WHEREAS, COUNTY has proposed to construct a shared access driveway over MUNICIPALITY's property for use by vehicles entering and exiting the Plat and the Dog Park Property (hereinafter referred to as "Driveway"); and

WHEREAS, COUNTY has proposed to design and construct replacement parking spaces and additional parking spaces for patrons and visitors using the Dog Park Property; and

WHEREAS, it is of mutual benefit to the residents of COUNTY and MUNICIPALITY to construct a shared access driveway for use by motor vehicles entering and exiting the Plat and the Dog Park Property as set forth herein; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, COUNTY and MUNICIPALITY agree as follows:

#### ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

1.1 Agreement: This document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

1.2 Board: The Board of County Commissioners of Broward County, Florida, which is the governing body of the Broward County government created by the Broward County Charter.

1.3 Contract Administrator: The Director of the Broward County Mass Transit Division, or designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with MUNICIPALITY regarding the execution and completion of the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator, provided, however, that such instructions and determinations do not change the Scope of Participation.

1.4 County Administrator: The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

1.5 County Attorney: The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

1.6 Division. The Broward County Transit Division.

1.7 Landscape/Landscaping: Living plant materials such as grasses, trees, or palms, and nonliving durable materials commonly used in environmental design, such as but not limited to, rocks, pebbles, sand, decorative pavers, benches, trellises, and other hardscape features, pump and irrigation systems, and grading, as authorized by this Agreement and

more specifically described in Exhibit "C," attached hereto and incorporated herein, and which may be modified as provided in Article 2.

1.9 Plans: The construction documents and specifications depicting and defining the Project, including but not limited to the materials to be installed within the areas illustrated and described in Exhibit "C," attached hereto and incorporated herein.

1.10 Project: The participation described in Article 2.

## ARTICLE 2 - SCOPE OF PARTICIPATION

COUNTY and MUNICIPALITY shall participate in construction and maintenance of the Project in the manner set forth in this Agreement.

2.1 COUNTY shall, at its sole cost and expense, undertake design and construction of a shared access driveway onto Ravenswood Road aligning with Southwest 53<sup>rd</sup> Court as described and illustrated in Exhibit "C" including the following features:

2.1.1 Three (3) lanes of asphalt pavement with one (1) inbound lane and two (2) outbound lanes.

2.1.2 A separate pedestrian sidewalk for access from Ravenswood Road to the Dog Park Property.

2.1.3 Replacement of the existing fence and gate including dog holding/unleashing area.

2.1.4 Installation of landscaping and improvements along both sides of the shared access driveway and in the dog park adjacent to the Transit Facility.

2.1.5 Reconstruction of the existing parking lot by replacing the existing fourteen (14) and adding six (6) more additional parking spaces as described and illustrated in Exhibit "C."

2.1.6 Maintenance of all shared access driveway pavement, curbing, pavement markings.

2.2 MUNICIPALITY hereby grants to COUNTY, a perpetual access easement for the construction, maintenance, and continuous use of the shared access Driveway over the Access Easement property described in Exhibit "D" attached hereto and incorporated herein.

2.3 MUNICIPALITY shall allow COUNTY free and unobstructed access to the Dog Park Property for the purpose of constructing the Project. A construction closure of 45 days shall be sufficient to complete the reconstruction of the park/access.

2.4 Following completion of the Project, MUNICIPALITY shall, at its sole cost and expense, undertake of the following:

2.4.1 Maintenance of all landscaping installed on the north side of the Driveway.

2.4.2 Maintenance of paved surfaces for the reconstructed parking lot and additional parking spaces which lie outside of the Access Easement property.

2.4.3 Maintenance of fencing installed along the north side of the shared driveway.

2.4.4 Revisions and/or replanting of landscaping materials installed along the north side of the shared driveway, providing that such materials comply with Florida Department of Transportation Index 546 – Sight Distance at Intersections, as amended.

2.5 COUNTY hereby grants to MUNICIPALITY, a perpetual access easement for ingress, egress, and maintenance purposes to the replacement parking spaces and the additional parking spaces which COUNTY constructs over and upon the property described in Exhibit "E" attached hereto and incorporated herein.

### ARTICLE 3 – COVENANT RUNNING WITH THE LAND, RECORDATION OF AGREEMENT

It is specifically intended that COUNTY's and MUNICIPALITY's obligations under this Agreement shall be held, transferred, sold, conveyed, and occupied subject to the covenants set forth herein upon the properties described in Exhibit "A" and Exhibit "B" and shall run with both properties and be binding upon all parties having any right, title, or interest in said properties, or any part thereof, their successors and assigns. This Agreement shall be recorded in the Public Records of Broward County, Florida, at COUNTY expense. This covenant shall be subject to specific performance in addition to any and all other remedies available to COUNTY and MUNICIPALITY.

### ARTICLE 4 - TERM

The term of this Agreement shall begin on the date it is fully executed by all parties and shall continue in perpetuity.

### ARTICLE 5 - CHANGES IN SCOPE OF PARTICIPATION

Any change to the Scope of Participation must be accomplished by a written amendment, executed by the parties in accordance with Section 9.10 below.

### ARTICLE 6 - NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the

manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

FOR MUNICIPALITY:

Director, Transit Division  
1 North University Drive, Suite 3100A  
Plantation, FL 33324

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AND :

Director, Broward County Real Property  
115 South Andrews Avenue, Room 326  
Fort Lauderdale, FL 33301

#### ARTICLE 7 - INDEMNIFICATION

MUNICIPALITY is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, as may be amended from time to time, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

#### ARTICLE 8 - INSURANCE

MUNICIPALITY and COUNTY are state agencies or political subdivisions of the state of Florida as defined in Chapter 768.28, Florida Statutes, and each party shall be fully responsible for acts and omissions of its agents, contractors, or employees in the performance of its obligations under this Agreement, to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties, in any matter, arising out of this Agreement or any other contract. Both parties shall furnish the Contract Administrator of the other party with written verification of liability protection in accordance with state law prior to final execution of this agreement.

#### ARTICLE 9 - MISCELLANEOUS

9.1 DOCUMENTS. Any and all reports, photographs, surveys, plans, and other data and documents provided or created in connection with this Agreement shall be made available to COUNTY at no cost.

9.2 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT. COUNTY and MUNICIPALITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. COUNTY and MUNICIPALITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, COUNTY and MUNICIPALITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

9.2.1 COUNTY's and MUNICIPALITY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½, as may be amended from time to time), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

9.2.2 COUNTY and MUNICIPALITY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½, as may be amended from time to time) in performing any services pursuant to this Agreement.

9.3 THIRD PARTY BENEFICIARIES. The parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that 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.

9.4 MATERIALITY AND WAIVER OF BREACH. COUNTY and MUNICIPALITY agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement, and that each is, therefore, a material term hereof. COUNTY's or MUNICIPALITY'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 of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.5 COMPLIANCE WITH LAWS. COUNTY and MUNICIPALITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.6 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective



unless COUNTY or MUNICIPALITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.7 JOINT PREPARATION. Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.8 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

9.9 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. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, ALL PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.10 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and MUNICIPALITY.

9.11 PRIOR AGREEMENTS. This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9.12 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," "C," "D," and "E" are incorporated into and made a part of this Agreement.

9.13 REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.14 MULTIPLE ORIGINALS. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.


THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.


IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 28 day of August, 2012, and City of Dania Beach, signing by and through its \_\_\_\_\_, duly authorized to execute same.

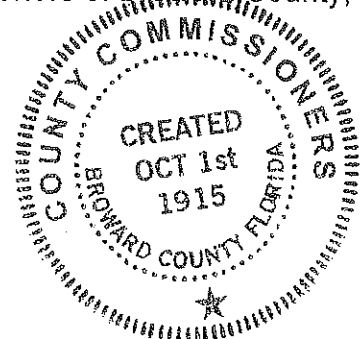
COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS


*la*  
  
\_\_\_\_\_  
County Administrator and Ex-Officio  
Clerk of the Board of County  
Commissioners of Broward County,  
Florida

By  \_\_\_\_\_, Mayor  
28 day of August, 2012.



Approved as to Insurance  
Requirements:

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Joni Armstrong Coffey, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By  8/1/12  
Risk Management  
Risk Management Division  
Jacqueline A. Binns  
Risk Insurance and  
Contracts Manager

By  8/12/12  
Assistant County Attorney *MON*  
**John E. Naclerio III** 8/2/12

DECLARATION OF COVENANT AND EASEMENT AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH FOR SHARED ACCESS DRIVEWAY AND PARKING

MUNICIPALITY

ATTEST:

CITY OF DANIA BEACH

\_\_\_\_\_  
Municipal Clerk

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

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

By \_\_\_\_\_  
Municipal Manager

\_\_\_\_\_  
(Print or Type Name)

APPROVED AS TO LEGAL SUFFICIENCY

By \_\_\_\_\_  
Municipal Attorney (Date)

## EXHIBIT "A"

### LEGAL DESCRIPTION OF "RAVENSWOOD TRANSIT FACILITY" PLAT

Lots 1 through 12, Block 8, Lots 1 through 24, Block 1, Lots 1 through 5 and 16 through 20, Block 2, and Lots 1 through 5 and 14 through 17, Block 7, together with that portion of Warfield Avenue lying adjacent thereto, that portion of Second Street lying adjacent thereto, and that portion of Ridge Avenue lying adjacent thereto, all in UNIT NO. 1, HIGHLAND PARK, as recorded in Plat Book 12, Page 12, of the Public Records of Broward County, Florida, LESS that portion of the above said Lots lying within 55.0 feet of the West boundary of Section 33, Township 50 South, Range 42 East.

## EXHIBIT "B"

### LEGAL DESCRIPTION OF CITY OWNED "DOG PARK PROPERTY"

Blocks 9, 10, and 11 of Highland Park (Unit 2), a subdivision according to the plat thereof recorded in Plat Book 12, Page 29, of the Public Records of Broward County, Florida and Blocks 3, 4, 5, 6, and Lots 6 through 13 of Block 7 and Lots 6 through 8 of Block 2, Highland Park (Unit 1) a subdivision according to the Plat thereof recorded in Plat Book 12, Page 12, of the Public Records of Broward County, Florida.

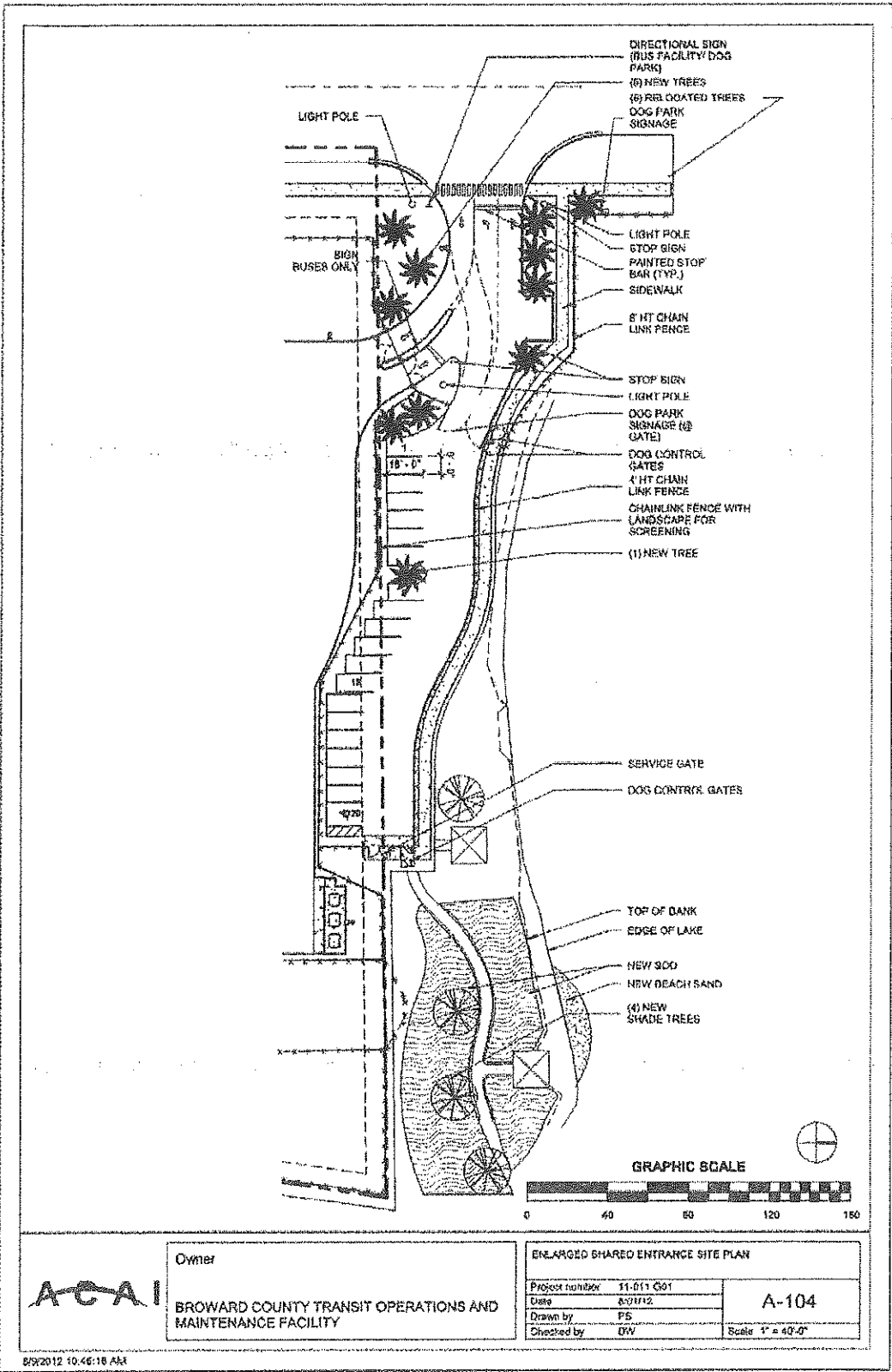
LESS and EXCEPT that certain right-of-way for Ravenswood Road as described in the Quit Claim Deed recorded in Official Records Book 41987, Page 518, of the Public Records of Broward County, Florida.


## EXHIBIT "C"

Description of shared access driveway, replacement parking spaces, additional parking spaces, landscaping and other improvements to be installed in the dog park as part of the "Project,"

1. Addition of six (6) new parking spaces to provide an overall total of 20 spaces on the site.
2. A new 5 ft. wide sidewalk from Ravenswood Rd to the existing covered pavilion.
3. A new 6 ft. high vinyl coated chain link fence with gates, along the edge of the sidewalk from Ravenswood Road to the vehicle entrance gates into the dog park, including a pedestrian entrance gate at the sidewalk.
4. A new 4 ft. high vinyl coated chain link fence with gates between the sidewalk and parking area from the vehicle entrance gates into the dog park to the existing covered pavilion.
5. A new 4 ft. high vinyl coated chain link fence with service gates and a dog control gate at the east end of the new parking area.
6. A new ground sign for the dog park located at Ravenswood Road.
7. A new sign for the dog park located on the vehicle entrance gates into the dog park.
8. A new sign at the shared entrance identifying the entrance to the bus facility and the dog park.
9. New traffic signage and markings.
10. Three (3) new light poles/fixtures to provide area lighting at the new shared access and some of the dog parking lot.
11. New landscaping at the north and south sides of the new shared entrance including five (5) new trees.
12. Installation of four (4) shade trees, Bahia sod, beach sand, one bench and two trash receptacles in the area of excavation/installation of the 30 inch drainage outfall pipe.
13. As part of the upcoming Ravenswood Road expansion project; the County will install 10 to 12 inch Oak trees in the median along the roadway segment from Tigertail to the new shared access drive.

Items 1 through 12 will be part of the re-construction of the Ravenswood Operations & Maintenance Facility and will be completed by the final completion date of the project. Item #13 is part of the Ravenswood Road Improvement Project and will be completed by the final completion of that project.



	Owner	ENLARGED SHARED ENTRANCE SITE PLAN	
	BROWARD COUNTY TRANSIT OPERATIONS AND MAINTENANCE FACILITY	Project number 11-011 001	A-104
		Date 8-27-12	
		Drawn by PE	Scale 1" = 40'-0"
		Checked by DW	

8/27/2012 10:46:18 AM



**Exhibit "D"**

**LEGAL DESCRIPTION and sketch of easement for shared access Driveway**

FOR: _____	<b>SKETCH AND DESCRIPTION EXHIBIT "D"</b>																				
<p><b><u>LEGAL DESCRIPTION:</u></b></p> <p>A PORTION OF LOT 6, A PORTION OF LOT 7 AND A PORTION OF LOT 15, ALL IN BLOCK 2, UNIT NO 1 HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:</p> <p>COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 87°28'40" EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 6, A DISTANCE OF 24.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 37°14'25" EAST, A DISTANCE OF 24.57 FEET; THENCE NORTH 01°49'18" WEST, A DISTANCE OF 83.18 FEET, THE LAST TWO (2) DESCRIBED COURSES LYING ALONG THE EAST BOUNDARY OF THAT CERTAIN RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 41887, PAGE 818 OF SAID PUBLIC RECORDS; THENCE NORTH 87°28'40" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 01°49'18" EAST, A DISTANCE OF 28.48 FEET; THENCE SOUTH 39°27'10" EAST, A DISTANCE OF 58.97 FEET; THENCE SOUTH 87°28'40" WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 8 AND SAID LOT 15, A DISTANCE OF 110.28 FEET TO THE POINT OF BEGINNING.</p> <p>SAID LANDS SITUATE IN THE TOWN OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 5,381 SQUARE FEET OR 0.123 ACRES MORE OR LESS.</p>																					
<p><b><u>NOTES:</u></b></p> <p>BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, THE SOUTH BOUNDARY OF LOT 8, BLOCK 2, UNIT NO. 1 HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, IS ASSUMED TO BEAR SOUTH 87°28'40" WEST.</p> <p>THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.</p>																					
<p><b><u>CERTIFICATE:</u></b></p> <p>WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 5J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.</p>																					
<p><b>GRAVEN THOMPSON &amp; ASSOCIATES, INC.</b> LICENSED BUSINESS NUMBER #371</p>																					
<p>RAYMOND YOUNG PROFESSIONAL SURVEYOR AND MAPPER NO 5789 STATE OF FLORIDA</p> <p><i>THE SKETCH OF SURVEY AND REPORT ON THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</i></p>																					
<p>01/28/11-0037-01-01 RAYMOND YOUNG BUS FACILITY/RAHMHQ/NO. DIST 0</p>																					
<p><small>THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown herein. There has been no field work, marking of the subject property, or measurements set in connection with the preparation of this information shown herein.</small></p> <p><small>The undersigned and GRAVEN THOMPSON &amp; ASSOCIATES, INC. make no representation or warranty as to the information indicated herein pertaining to easements, rights-of-way, wet beach 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 checked and confirmed by others through appropriate title verification. Land shown herein was not developed for right-of-way and/or easements of record.</small></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">UPDATES and/or REVISIONS</th> <th style="width: 10%;">DATE</th> <th style="width: 20%;">BY</th> <th style="width: 10%;">CHK'D</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	UPDATES and/or REVISIONS	DATE	BY	CHK'D																
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<p><b>GRAVEN • THOMPSON &amp; ASSOCIATES, INC.</b> ENGINEERS • PLANNERS • SURVEYORS 3845 A.W. KING STREET, FORT LAUDERDALE, FLORIDA 33409 (954) 339-5400 FACSIMILE: (954) 339-5401 E-MAIL: GTHOMPSON@GTAFLA.COM WEBSITE: WWW.GTAFLA.COM</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">JOB NO.: 11-0037</td> <td style="width: 50%;">SHEET 2 OF 2 SHEETS</td> </tr> <tr> <td>DRAWN BY: RY</td> <td>F.B. N/A PG. N/A</td> </tr> <tr> <td>CHECKED BY: TCS</td> <td>DATED: 07-28-12</td> </tr> </table>	JOB NO.: 11-0037	SHEET 2 OF 2 SHEETS	DRAWN BY: RY	F.B. N/A PG. N/A	CHECKED BY: TCS	DATED: 07-28-12														
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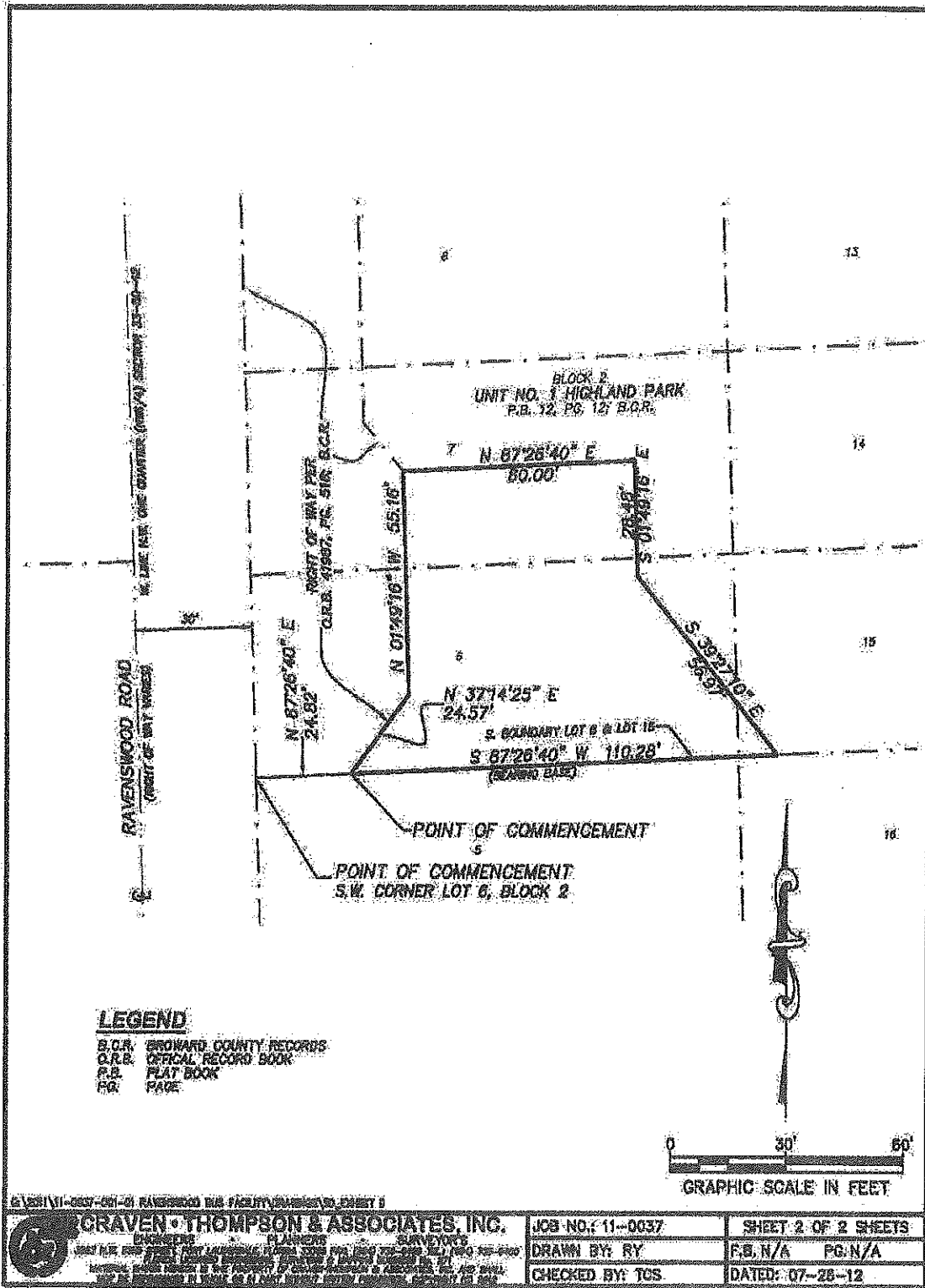


EXHIBIT "E"

LEGAL DESCRIPTION and sketch of easement for replacement parking spaces and additional parking spaces

FOR: _____	<h2 style="margin: 0;">SKETCH AND DESCRIPTION EXHIBIT "E"</h2>																				
<p><b>LEGAL DESCRIPTION:</b></p> <p>A PORTION OF LOT 18, BLOCK 2, A PORTION OF LOT 5, BLOCK 7 AND A PORTION OF WARFIELD AVENUE, UNIT NO. 1 HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 12, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:</p> <p>COMMENCE AT THE NORTHWEST CORNER OF LOT 5, BLOCK 2 OF SAID PLAT; THENCE NORTH 87°26'40" EAST ALONG THE NORTH BOUNDARY OF SAID LOT 5, BLOCK 2 AND THE NORTH BOUNDARY OF SAID LOT 18, BLOCK 2, A DISTANCE OF 209.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87°26'40" EAST ALONG THE NORTH BOUNDARY OF SAID LOT 18, BLOCK 2, IT'S EASTERLY PROLONGATION AND THE NORTH BOUNDARY OF SAID LOT 5, BLOCK 7, A DISTANCE OF 163.84 FEET; THENCE SOUTH 22°28'43" WEST, A DISTANCE OF 35.30 FEET; THENCE SOUTH 89°32'18" WEST, A DISTANCE OF 91.28 FEET; THENCE NORTH 84°44'44" WEST, A DISTANCE OF 84.84 FEET TO THE POINT OF BEGINNING.</p> <p>SAID LANDS SITUATE IN THE TOWN OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 3,647 SQUARE FEET OR 0.081 ACRES MORE OR LESS.</p>																					
<p><b>NOTES:</b></p> <p>BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED MERIDIAN, THE SOUTH BOUNDARY OF LOT 15, BLOCK 2, OF UNIT NO. 1 HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 12 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, IS ASSUMED TO BEAR NORTH 87°26'40" EAST.</p> <p>THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHER.</p>																					
<p><b>CERTIFICATE:</b></p> <p>WE HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY WAS MADE ON THE GROUND, CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 6J-17, (FLORIDA ADMINISTRATIVE CODE) AS ADOPTED BY DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.</p>																					
<p>CRAVEN THOMPSON &amp; ASSOCIATES, INC. LICENSED BUSINESS NUMBER 82771</p>																					
<p>RAYMOND YOUNG PROFESSIONAL SURVEYOR AND MAPPER NO 5789 STATE OF FLORIDA</p> <p>THE SKETCH OF SURVEY AND REPORT ON THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</p>																					
<p>CR 11-0037-001-01 RIVERSHED BLDG FACILITY/RAVENHED, DANIA BEACH</p>																					
<p>THIS IS USED A PORTION OF SURVEY, but only a general depiction of the location shown herein. There has been no field work, staking of the subject property or monuments set in connection with the preparation of the information shown herein.</p> <p>The undersigned and CRAVEN THOMPSON &amp; ASSOCIATES, INC. make no representation or warranties as to the information reflected herein including but not limited to accuracy, reliability, completeness, appropriateness and other similar matters, and further, the information is not intended to be used in any way in such matters. Such information should be obtained and confirmed by others through appropriate title verification. Errors shown herein were not discovered for right-of-way and/or easements of record.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">UPDATES and/or REVISIONS</th> <th>DATE</th> <th>BY</th> <th>CHK'D</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	UPDATES and/or REVISIONS	DATE	BY	CHK'D																
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<p><b>CRAVEN • THOMPSON &amp; ASSOCIATES, INC.</b>                  ENGINEERS - PLANNERS - SURVEYORS                  1100 N.W. 10th Street, Fort Lauderdale, Florida 33304                  Telephone: (954) 575-2200 Fax: (954) 575-9499                  NATIONAL BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, INC. 4100 N.W. 11th Street, Fort Lauderdale, Florida 33309</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">JOB NO: 11-0037</td> <td style="width: 50%;">SHEET 2 OF 2 SHEETS</td> </tr> <tr> <td>DRAWN BY: RY</td> <td>F.B. N/A PG. N/A</td> </tr> <tr> <td>CHECKED BY: TCS</td> <td>DATED: 07-26-12</td> </tr> </table>	JOB NO: 11-0037	SHEET 2 OF 2 SHEETS	DRAWN BY: RY	F.B. N/A PG. N/A	CHECKED BY: TCS	DATED: 07-26-12														
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