

DEVELOPMENT PERMIT APPLICATION

The type of development permit(s) for which this form is applicable to as well as the corresponding fee schedule are described on Pages 5-7. Mandatory application documents and the required ancillary attachments for each type of request are on Pages 8-10. **Prior to the submission of an application, the applicant must contact the Planning and Zoning Division for an appointment at 954-630-4572.**

STAFF USE ONLY


Date Submitted:	Case No.
Project Name:	
Folio No(s).	

GENERAL DATA – COMPLETE ALL SECTIONS

Address of property: 5100 NE 12th Terrace, Oakland Park, FL	
Legal Description: (or attach description) attached description	
Gross Acres: 5.095	Net Acres: 5.095
Title to this Property has been held since: February 2, 1966	Existing Zoning: I-1 Light Industrial
Existing Use of Property [include no. and sq. ft. of existing structure(s)]: Public Works Offices (3163 sf) & Storage (4800	
Proposed Use of Property (include no. and sq. ft. of proposed structure(s))	Public Works Admin & Staff Offices/Shops (22,100 sf) Warehouse (15,880 sf) Fleet Maintenance (12,918 sf) Parking Garage (38,846 sf) Fueling Area (2,000 sf)
Type of Development Permit(s) requested: Site Development Plan Review	

OWNER/APPLICANT INFORMATION

(The undersigned has reviewed all instructions concerning the application and understands the application must be complete and accurate **prior** to staff review or Public Hearing(s). **Attach proof of ownership and owner's authorization for representative.**

Name of Property Owners: City of Oakland Park		Title: Director of Engineering and Construction Management
Address: 5399 N. Dixie Highway, Suite 3		
City: Oakland Park	State: Florida	Zip Code: 33334
Phone: (954)630-4421		
Signature: 	Signature:	
Email Address: Casey.Graham@oaklandparkfl.gov	Email Address:	
Name of Applicant's Representative: ACAI Associates (Donald Wilkin)		
Address: 2937 W. Cypress Creek Rd Suite 200		
City: Ft Lauderdale	State: Florida	Zip Code: 33309
Office Phone: 954 484 4000	Cell Phone: 954 609 8089	
Email Address: dwilkin@aecmworld.com		

REVIEW TYPES, REQUIREMENTS AND FEES

- Indicate the type of review requested by checking the appropriate box and any applicable sub-categories listed after the review type.
- Applications for some development projects may require review under more than one category and therefore will require more than one fee.
- Applications may require other City or County Agency reviews, approvals and fees.
- **An additional Training and Certification Fee of 10% shall be applied** on all the below listed development permits/orders. Fees will not be returned if an application is withdrawn, nor shall the fees be applied to any future applications.
- **By resolution of the City Commission, this fee schedule will be adjusted annually based on the United States Department of Labor's Consumer Price Index (CPI-U, Miami – Fort Lauderdale, All Urban Consumers) of the previous year.**

Applications will not be processed until all required information is provided.			Staff Use Only	
√	Type of Review	APPLICATION REQUIREMENT KEY	FEE	
	Check the appropriate Review Type on the left		Initial Application	Revisions
	BILLBOARD SIGN ANNUAL CODE COMPLIANCE FEE	N/A	\$624.00 (Per year)	N/A
	BILLBOARD SIGN SPECIAL EXCEPTION (Planning and Zoning Board and City Commission approval required)	1-2-3-4-5-7-9	\$936.00 (Public Hearing fee only)	N/A
	COMPREHENSIVE PLAN AND LAND USE PLAN AMENDMENTS a. Comprehensive Plan Text Amendment b. Land Use Plan Map Amendment c. Small Scale Land Use Plan Map Amendment per Florida Statutes 163.3187(1)(c)	a. 10-12-13 b. & c. 1-11-13	a. \$3,380.00 b. \$3,380.00 c. \$2,132.00	N/A
	CONDITIONAL USE Revision to Approved Site Development Plan a. (1) Minor (2) Major b. Time Extension for Approved Site Plan (Public Hearing not required)	a. (1) 14-15 (2) 4-14-15-16-17-18-22 b. 42	\$936.00 + \$780.00 for each DRC submission. b. \$312.00	a. (1) \$374.00 1st item; \$187.00 each additional + (final sign off fees) (2) \$1,560.00 + (final sign off fees)
	CONSISTENCY & CONCURRENCY REVIEW	18	\$208.00 per review	N/A
	CROSS PARKING AND NONCONCURRENT PARKING AGREEMENT	44	\$416.00	
	DEVELOPMENT OF REGIONAL IMPACT (DRI) Revision to Approved DRI a. Minor b. Major	1-14-15-16-17-18-19-22	\$6,136.00 (A Cost Recovery Fee is assessed for any expenses incurred from additional and necessary reviews and/or analyses)	a. \$1,248.00 b. \$2,444.00
	DEVELOPER'S AGREEMENT	16-20	\$1,560.00	N/A

	DOWNTOWN MIXED-USE DEVELOPMENT *Please review the Urban Design Requirements Memo* Revision to Approved Site Development Plan a. (1) Minor (2) Major	14-15-16-17	\$1,560.00 (up to 3 stories) \$3,120.00 (4 stories or more)	a. (1) N/A b. Same fee as new application
	ENGINEERING & CONSTRUCTION PERMITS	N/A	8% of construction value	N/A
	FLEXIBILITY ACRES Residential to permitted Commercial or Industrial to Commercial	1-18-19-22	\$1,872.00	N/A
	FEDERAL HIGHWAY MIXED-USE BUSINESS AND ENTERTAINMENT OVERLAY DISTRICT Revision to Approved Site Development Plan a. (1) Minor (2) Major	14-15-16-17-18	\$1,560.00 (up to 3 stories) \$3,120.00 (over 4 stories) \$780.00 required for 4:00 A.M. beverage license DRC review	a. (1) N/A b. Same fee as new application
	MIXED-USE LAND DEVELOPMENT Revision to Approved Site Development Plan a. (1) Minor (2) Major	14-15-16-17-18	\$1,560.00 (up to 3 stories) \$3,120.00 (over 4 stories)	a. (1) N/A b. Same fee as new application
	OUTDOOR DISPLAY PERMIT (Annual)	N/A	\$ 125.00 per year	N/A
	PLANNED UNIT DEVELOPMENT (PUD) & PLANNED COMMERCE CENTER (PCC) a. Master Dev. Plan or Declaration of Restrictive Covenants - Initial Review or Substantial Revision b. Site Development Plan Review c. Revision to Approved Site Development Plan (1) Minor (2) Intermediate (Public Hearing not required) (3) Major d. Time Extension for Approved Site Plan (Public Hearing not required)	a. & b. 4-14-15-16-17-18-19-20-21-22 c. (1) 14-15 c. (2) 14-15-42 c. (3) 4-14-15-16-17-18-19-20-21-22 d. 42	a. \$1,560.00 b. \$1,560.00 + \$50 per Gross Acre d. \$312.00	c. (1) \$364.00 First item, \$150.00 each additional item (2) \$624.00 + \$50 per gross acre (3) \$1,560.00 + \$50 per Gross Acre
	PLANNING AND ZONING CODE INQUIRIES a. Planning and Zoning Verification Letters b. Planning and Zoning staff meetings with potential development permit applicants	N/A	a. \$52.00 per item to be verified b. \$52.00 per hour per staff member	N/A
	PORTABLE STORAGE UNIT PERMIT FEE	N/A	\$ 52.00	N/A
	PUBLIC HEARINGS – Planning & Zoning Board and City Commission	N/A	\$ 936.00	N/A
	REZONING Existing Zoning: Requested Zoning:	1-16-18-22	\$1,040.00 + \$1,800 if over 10 acres (for advertising purposes)	N/A
	RESERVE UNITS a. Increased Density on Residential Land b. Increased Density on Commercial Land or Commercial Land rezoned to Residential Land	4-14-15-16-18-22	a. \$1,560.00 + \$50 per Gross Acre b. \$1,560.00 + \$50 per Gross Acre	N/A
X	SITE DEVELOPMENT PLAN REVIEW (a) Site Plan Review for Zoning Compliance (Major Development) b. Site Plan Review for Zoning Compliance (Minor Development / DRC Waivers - each item) c. Fire Plan Review d. Site Development Plan Approval Extension	14-15-17-18	a. \$780.00 each submission b. \$208.00 each submission c. \$57.00 each submission d. \$156.00	N/A
	FINAL SIGN OFF REVIEW (Site Plan)	14-15-17-18	a. \$208.00 each submission	

	PUBLIC HEARING RE-ADVERTISEMENT	N/A	Legal Notice: \$181.00 Display Ad: \$800.00	
	SPECIAL EVENTS SIGN PERMIT (3 days)	N/A	\$ 31.00 per event	N/A
	SUBDIVISION/RESUBDIVISION a. Recorded Plats/Re-plats b. Plats/Re-plats w/ Waiver of Rec. c. Unity of Title for crossing platted lot lines d. Broward County Delegation Request	a. 14-17-18-23 b. 14-17-18-23-43 c. 1-24-25-26 d. 27	a. \$2,028.00 b. \$915.00 c. \$229.00 d. \$156.00	N/A
	TEMPORARY GRAND OPENING SIGN (30 days)	N/A	\$ 52.00	N/A
	TEXT AMENDMENT TO LAND DEVELOPMENT CODE	28-29	\$2,340.00	N/A
	TELECOMMUNICATION TOWER, SPECIAL EXCEPTION (Planning and Zoning Board and City Commission approval required)	1-2-3-4-6-7-8-9	\$2,132.00	N/A
	TELCOMMUNICATION TOWER ANNUAL STRUCTURAL & ELECTRICAL INTEGRITY REPORT a. Towers b. Antennas	N/A	a. \$125.00 b. \$62.00	N/A
	TEMPORARY STRUCTURE FOR BUSINESS USE (6 months)	N/A	\$ 312.00	N/A
	TREE REMOVAL PERMIT a. Initial Application Fee (After the fact fees are doubled per tree)	N/A	\$31.00 application fee + \$15.00 per tree under 18" dbh and/or \$50 per tree over 18" dbh.	N/A
	UNLISTED CONDITIONAL USE	4-14-15-17-18-22-30-31	\$936.00 + \$780.00 for each DRC submission.	N/A
	USE APPROVAL FOR A RESTAURANT/BAR	4-14-15-16-18-22	\$884.00 (Public Hearing fee only, see Site Development Plan Review Fees for additional fees)	N/A
	VACATION OF PUBLIC WAYS	32-33-34-35-36-37-38-39	\$1,248.00	N/A
	VARIANCES TO THE CODE a. Single Family or Duplex b. Other than above c. Re-advertisement required by Applicants actions d. Variance Expiration Extension	41	a. \$520.00 b. \$936.00 (2 items; \$100.00 each item over 2) d. Single Family or Duplex: \$260.00 All others: \$468.00	c. \$200.00 each hearing

COST RECOVERY

Each Development Permit request listed above is subject to cost recovery. This process is utilized when an application requires special studies and/or reports such as traffic reports, environmental assessments, legal services, etc. that the City deems as necessary. The direct cost of the review of any report or study by one of the City's professional consultants or performed by the City shall be paid by the applicant.



October 26, 2020

Alex Dambach, AICP
Planning Supervisor
Planning and Zoning Division
5399 N. Dixie Highway, Suite 3
Oakland Park, FL 33334

Re: Limited Authority Authorization for Public Works Facility Project

Dear Mr. Alex Dambach,

By way of this letter, please be advised that ACAI Associates will be granted limited authority to act on behalf of the City of Oakland Park as the Architect/ Engineer Consultant for matters pertaining to the Development Review Committee (DRC) and Planning and Zoning Board (P&Z) meetings for the development of the Public Works Facility located at 5100 NE 12th Terrace Oakland Park, FL.

The limited authority will be utilized for such meetings in order for ACAI Associates to adequately represent the interest of the City of Oakland Park as directed by the Department of Engineering and Construction Management.

Sincerely,

Sierra Marrero
Senior Project Manager
Department of Engineering and Construction Management

cc: Casey Graham, Director of Engineering and Construction Management

Project Narrative

In an effort to consolidate and update their current Public Works operations the City of Oakland Park elected to develop a new facility on the site of the City's original water treatment plant located on a 5.0 acre site at 5100 NE 12th Terrace. The site is currently used by Public Works for warehousing, storage and staff offices.

The new project includes:

- Fleet Maintenance facility
- Materials and Equipment Warehouse
- Operations / Administration building
- Two (2) - level parking garage for staff and city fleet vehicle parking
- City vehicle fueling facility
- Yard area for Public Works vehicle parking and materials storage

The new site layout is based on mitigating impacts of the new facility on the adjacent properties to the north and east by locating the fleet facility, warehouse and parking garage, along with a 10 ft high site wall, along these 2 sides. Landscaping between the buildings and the property lines is located along both the east, west, north and south sides of the site providing additional buffering. A multi-story self-storage facility is located south of the project site. Vehicular traffic will enter the site from the west along NE 12th Terrace. Current development on NW 12th Terrace includes A mixture of industrial, manufacturing and storage uses including warehouses, repair shops and service stations.

The exterior of the buildings are designed based on the City's common vision for all new municipal buildings incorporating water and energy reducing design, technologies and resiliency including building orientation, photovoltaics, rainwater harvesting and recommended guidelines for essential facilities including higher finished floor elevations and enhanced structural design.



Project Site– Existing Development



Project Site – New Public Works Facility

**CITY OF OAKLAND PARK
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR A CONCURRENCY REVIEW**

SERVICE DEMAND ANALYSIS

In order to ensure compliance (consistency and concurrency) with the requirements of the Comprehensive Plan, a development permit shall not be approved unless there is sufficient available design capacity to sustain the required levels of service as established in the City of Oakland Park Comprehensive Plan. In addition to all other requirements, all requests or applications for development permits, unless exempt, must be reviewed for impact on the following public services. REFER TO ATTACHED TABLES.

(Complete the following:)

<u>SERVICE DEMANDS BY TYPE</u>	<u>CURRENT USE</u>	<u>PROPOSED USE</u>
1. Potable Water - Consumption	3163 SF Office @ 79.5 GPD / 1000 SF <u>252</u> gpd	22,802 SF Warehouse + 90 Office Staff <u>4,171</u> gpd
2. Potable Water - Fire Flow Contact Fire Marshal at 561-6113 & see attached)	<u>N/A</u> gpm	<u>1250 *</u> gpm * 2500 gpm @ 50% reduction for fire sprinklers and fire alarm systems
3. Sanitary Sewer	3163 SF Office @ 66.8 GPD / 1000 SF <u> </u> gpd	22,802 SF Warehouse + 90 Office Staff <u>3,901</u> gpd
4. Solid Waste	<div style="border: 1px solid black; padding: 2px;">5962 SF x 1 lbs/100 SF</div> <u>59.62</u> lbs	<div style="border: 1px solid black; padding: 2px;">22,634sf @ 2 lb/100 sf + 15,750sf @ 1 lb/100 sf</div> <u>610.18</u> lbs
5. Traffic - Broward County TRIPS Table, or Traffic Study (applicant attach)	<u>N/A</u> trips <u>N/A</u> trips	<u>N/R</u> trips <u>N/R</u> trips
6. Drainage - 1st Floor Elevation (per Article X of Chapter 24)	<u>5.46 to 5.72 NAVD</u> feet	<u>9.00 NAVD</u> feet
Roadway Crown above mean sea level	<u>4.29 NAVD</u> feet	<u>4.29 NAVD</u> feet
7. Recreation at 3 acres per 1,000 population	<u>N/A</u> acres	<u>N/A</u> acres
8. School Sites and Facilities (see attached application)	*The City cannot approve a development permit that generates one (1) or more students or is not exempt or vested from the requirements of public school concurrency, until the School Board has reported that the school concurrency requirement has been satisfied.	

(Complete 7. Above for residential development only)

ADDITIONAL INFORMATION:

A BUILDING PERMIT APPLICATION MUST BE SUBMITTED WITHIN 18 MONTHS OF SITE PLAN APPROVAL TO PRESERVE ANY APPROVED CONCURRENCY RESERVATION.

TABLE I
POTABLE WATER DESIGN FLOWS

Facility Type	Water Use (Gallons Per Day)
Residential:	
Single-Family House	375
Duplex, Triplex, Townhouse & Apt. Per Unit	270
Mobile Home	108
Auditorium Per Seat	5
Bar or Cocktail Lounge Per Seat	21
Boarding School (Students & Staff Per Person)	108
Boarding House Per Person	54
Bowling Alleys (Including Bar & Food Svs. Per Lane)	215
Churches Per Sanctuary Seat	3
Churches with Kitchen Per Sanctuary Seat	7
Construction Camps (Semi-Permanent Per Person)	54
Country Clubs:	
Per Resident Member Per Room	108
Per Seat (Bar, Dining)	27
Day Schools:	
With Cafeterias, Gyms & Showers Per Pupil	27
Without Cafeterias, Gyms & Showers Per Pupil	16

With Cafeterias but no Gyms & Showers Per Pupil	21
Factories: (No Processing or Industrial)	
With Showers Per Person	37
Without Showers Per Person	21
Hospitals:	
With Laundry Per Bed	270
Without Laundry Per Bed	214
Landscape & Lawn:	
Per square foot of Area	.35
Laundromats Per Machine	428
Motels & Hotels Per Room	161
Movie Theaters Per Seat	5
Nursing Homes Per Bed	108
Offices Per Person	21
Picnic Parks:	
With Bathhouse Shower & Toilet	11
Toilets Only	5
Public Institutions Per Person	108
Restaurants (Including Toilets):	
24 Hour Per Seat	54

Not 24 Hour Per Seat	39
Drive-In Per Car Space	16
Cocktail Lounge Per Seat	21
Rooming Houses Per Day	39
Service Stations:	
Full Service Stations:	
First Two Bays	810
Each Additional Bay	375
Self Service Stations:	
Per Fuel Pump	108
Shopping Centers (No Food Service or Laundry) Per Square Foot of Floor Space	.10
Stores (No Food Service or Laundry) Per Square Foot of Floor Space	.10
Swimming Pools Per Person	10
Warehouses (No Food Service or Laundry) Per Square Foot of Floor Space	.10

In the case where the type of connection is not listed then the most suitable one is to be used.

The city retains the authority to require appropriate information to be submitted in accordance with American Water Works Association (AWWA) standards to settle any dispute.

TABLE II
SANITARY SEWER DESIGN FLOWS

Facility Type	Daily Flow In Gallons Per Day
Residential:	
Single-Family House	315
Duplex, Triplex, Townhouse & Apt. Per Unit	225
Mobile Home	90
Auditorium Per Seat	5
Bar or Cocktail Lounge Per Seat	18
Boarding School (Students & Staff Per Person)	90
Boarding House Per Person	45
Bowling Alleys (Including Bar & Food Svs. Per Lane)	180
Churches Per Sanctuary Seat	3
Churches with Kitchen Per Sanctuary Seat	6
Construction Camps (Semi-Permanent Per Person)	45
Country Clubs:	
Per Resident Member Per Room	90
Per Seat (Bar, Dining)	23
Day Schools:	
With Cafeterias, Gyms & Showers Per Pupil	23
Without Cafeterias, Gyms & Showers Per Pupil	14

With Cafeterias but no Gyms & Showers Per Pupil	18
Factories: (No Processing or Industrial)	
With Showers Per Person	31
Without Showers Per Person	18
Hospitals:	
With Laundry Per Bed	225
Without Laundry Per Bed	180
Laundromats Per Machine	360
Motels & Hotels Per Room	135
Movie Theaters Per Seat	5
Nursing Homes Per Bed	90
Offices Per Person	18
Picnic Parks:	
With Bathhouse Shower & Toilet	9
Toilets Only	5
Public Institutions Per Person	90
Restaurants (Including Toilets):	
24 Hour Per Seat	45
Not 24 Hour Per Seat	33
Drive-In Per Car Space	14

Cocktail Lounge Per Seat	18
Rooming Houses Per Day	33
Service Stations:	
Full Service Stations:	
First Two Bays	680
Each Additional Bay	315
Self Service Stations:	
Per Fuel Pump	90
Shopping Centers (No Food Service or Laundry) Per Square Foot of Floor Space	.10
Stores (No Food Service or Laundry) Per Square Foot of Floor Space	.10
Warehouses (No Food Service or Laundry) Per Square Foot of Floor Space	.10

In the case where the type of connection is not listed then the most suitable one is to be used.

The city retains the authority to require appropriate information to be submitted in accordance with AWWA standards to settle any dispute.

**TABLE III
SOLID WASTE GENERATION RATES**

Facility Type	Generation Per Day
Residential	8.9 lbs. per unit
Industrial & Commercial	
Factory/Warehouse	2 lbs. per 100 square feet
Office Buildings	1 lb. per 100 square feet
Department Store	4 lbs. per 100 square feet
Supermarket	9 lbs. per 100 square feet
Restaurant	2 lbs. per meal per day
Drug Store	5 lbs. per 100 square feet
School	
Grade School	10 lbs. per room & ¼ lb. per pupil
High School	8 lbs. per room & ¼ lb. per pupil
Institution	
Hospital	8 lbs. per bed
Nurse or Intern Home	3 lbs. per person
Home for Aged	3 lbs. per person
Rest Home	3 lbs. per person



Water Protection Standard Oakland Park Fire Marshal's Office Adopted January 2, 1995

This standard is applicable to both new and existing sites where the owner wishes to plat, replat, build, renovate, or remodel, or obtain any development order.

In areas where, in the opinion of the Fire Marshal or his representative, there are inadequate fire hydrants in number or quality, unlooped water lines, or inadequate pressure available to protect lives or property, the owner of the property must provide such improvements as are necessary to meet the following requirements:

- **Pipe Size:** The minimum size pipe to which hydrants are attached shall be 6" in single family residential areas and 8" in size in all other areas. All such lines and hydrants shall be in utility easements dedicated or deeded to the City or to the Utility transmitting water to said property if such deeds or easements are requested by the City or the Utility.
- **Hydrants:** Every street intersection shall have one fire hydrant on at least one corner of the intersection unless situated at four lane or greater trafficway where two hydrants will be required on opposite sides of the major artery. Additionally, and in any case, hydrants shall be provided to insure that the maximum distance between a hydrant and all portions of a structure is 500 feet in all single family residential areas and 300 feet in all other areas. Maximum distance between hydrants and vehicles with no structures involved shall not exceed 400 feet. Distance shall be measured only in directions and paths where a fire hose can be laid, and it shall be given that a hose cannot be laid across any street having a width greater than 24 feet of pavement. Alternatively, the required distances may be doubled for any building choosing to be fully sprinklered if not otherwise required to do so.
- **Hydrants: Technical-** All hydrants shall be Mueller Super Centurion or approved equal for maintenance standardization, with bottom opening of 5 1/4 " in diameter. They shall be erected and maintained so as to have the center of the steamer connection a minimum of 18" above the crown of the nearest roadway and a minimum of 18" above the surrounding ground with four foot clearance in any direction.

- **Looping:** It is the intent of this standard that the entire fire water supply system for this City be looped for both pressure and reliability. There shall be no fire service line constructed or replaced without looping the system, unless waived by the Fire Marshal for cause.

- **Pressure and Flow Requirements:** All fire hydrants shall have a minimum of 20 PSI residual pressure while flowing the requirement in GPM. The minimum GPM flow shall be:
 - R1.....1,000 GPM
 - RM10.....1,500 GPM
 - RM16, CF and B1 under 20,000 square feet and two stories or less.....2,000 GPM
 - RM25, other B1 and CF, and all other, including B2, B3, I1, as well as any operation deemed hazardous by the Fire Marshal's Office.....2,500 GPM

These figures shall apply to both area zoning and actual building use.

Alternatives for buildings installing non-required systems:

1. The installation of a fully automatic, monitored fire and smoke detection system throughout a structure shall reduce the minimum GPM flow requirement by twenty-five percent.
2. The installation of a monitored automatic fire suppression system throughout a structure shall reduce the minimum GPM flow requirement by twenty-five percent.

(In no case should total reductions for alternatives be more than 50%)

MORTGAGE HOLDER'S CERTIFICATESTATE OF ILLINOIS }
COUNTY OF COOK }

KNOW ALL MEN BY THESE PRESENTS: That ARTHUR T. GALT and IDA COOK GALT, his wife, owners and holders of a MORTGAGE, dated October 17, 1953 and now on RECORD in OFFICIAL RECORDS, BOOK 43, PAGE 574, BROWARD COUNTY RECORDS, upon the lands shown on this PLAT, do hereby join in, consent to and approve the aforesaid PLAT of said lands.

IN WITNESS WHEREOF: We have hereunto set our HANDS and affixed our SEALS at CHICAGO, in said COUNTY of COOK, STATE of ILLINOIS, this 17th day of December, 1957.

WITNESSES:

Charles F. Martin
Minnie A. Sampson

Arthur T. Galt (SEAL)
IDA COOK GALT (SEAL)

ACKNOWLEDGEMENTSTATE OF ILLINOIS }
COUNTY OF COOK }

I HEREBY CERTIFY: That on this day personally appeared before me, an OFFICER, duly authorized to administer OATHS and take ACKNOWLEDGEMENTS, ARTHUR T. GALT and IDA COOK GALT, his wife, to me well known to be the individuals described in, and who executed the foregoing instrument, and they acknowledged before me, that they executed the same freely and voluntarily for the purposes therein expressed. WITNESS: My HAND and OFFICIAL SEAL at CHICAGO, in the COUNTY of COOK, STATE of ILLINOIS, this 17th day of December, 1957.

My Commission Expires: May 4, 1961

Elsie Virgil
NOTARY PUBLIC STATE OF ILLINOIS

MORTGAGE HOLDER'S CERTIFICATESTATE OF FLORIDA }
COUNTY OF BROWARD }

KNOW ALL MEN BY THESE PRESENTS: That EARL F. JOHNS, OWNER and HOLDER of a MORTGAGE, dated July 21, 1959 and now on RECORD in OFFICIAL RECORDS, BOOK 181, PAGE 125, BROWARD COUNTY RECORDS, upon the lands shown on this PLAT, do hereby join in, consent to, and approve the aforesaid PLAT of said lands.

IN WITNESS WHEREOF: I have hereunto set my HAND and affixed my SEAL at FORT LAUDERDALE, in said COUNTY of BROWARD, STATE of FLORIDA, this 23rd day of December, 1957.

WITNESSES:

Cary H. Blackwell
Robert L. Hofmann

Earl F. Johns (SEAL)

ACKNOWLEDGEMENTSTATE OF FLORIDA }
COUNTY OF BROWARD }

I HEREBY CERTIFY: That on this day personally appeared before me, an OFFICER, duly authorized to administer OATHS and take ACKNOWLEDGEMENTS, EARL F. JOHNS, to me well known to be the individual described in, and who executed the foregoing instrument, and he acknowledged before me, that he executed the same freely and voluntarily for the purposes therein expressed. WITNESS: My HAND and OFFICIAL SEAL at FORT LAUDERDALE, in the COUNTY of BROWARD, STATE of FLORIDA, this 23rd day of December, 1957.

My Commission Expires: October 8, 1960

Robert L. Hofmann
NOTARY PUBLIC STATE OF FLORIDA

MORTGAGE HOLDER'S CERTIFICATESTATE OF FLORIDA }
COUNTY OF BROWARD }

KNOW ALL MEN BY THESE PRESENTS: That EVA JOHNS, OWNER and HOLDER of a MORTGAGE, as WIDOW of J.B. JOHNS, dated July 7, 1959 and now on RECORD in OFFICIAL RECORDS, BOOK 173, PAGE 622, BROWARD COUNTY RECORDS, upon the lands shown on this PLAT, do hereby join in, consent to and approve the aforesaid PLAT of said lands.

IN WITNESS WHEREOF: I have hereunto set my HAND and affixed my SEAL at FORT LAUDERDALE, in said COUNTY of BROWARD, STATE of FLORIDA, this 23rd day of December, 1957.

WITNESSES:

Cary H. Blackwell
Robert L. Hofmann

Eva Johns (SEAL)

ACKNOWLEDGEMENTSTATE OF FLORIDA }
COUNTY OF BROWARD }

I HEREBY CERTIFY: That on this day personally appeared before me, an OFFICER, duly authorized to administer OATHS and take ACKNOWLEDGEMENTS, EVA JOHNS, WIDOW of J.B. JOHNS, to me well known to be the individual described in, and who executed the foregoing instrument, and she acknowledged before me, that she executed the same freely and voluntarily for the purposes therein expressed. WITNESS: My HAND and OFFICIAL SEAL at FORT LAUDERDALE, in the COUNTY of BROWARD, STATE of FLORIDA, this 23rd day of December, 1957.

My Commission Expires: October 8, 1960

Robert L. Hofmann
NOTARY PUBLIC STATE OF FLORIDA

CIRCUIT COURT CLERK'S CERTIFICATESTATE OF FLORIDA }
COUNTY OF BROWARD }

I HEREBY CERTIFY: That this PLAT complies with the provisions of an ACT TO REGULATE THE MAKING OF SURVEYS AND FILING FOR RECORD OF MAPS AND PLATS IN THE STATE OF FLORIDA, approved by the GOVERNOR, June 11th, 1925.

FRANK H. MARKS
CLERK OF THE CIRCUIT COURT

J.B. Collins
DEPUTY CLERK

This INSTRUMENT filed for RECORD this 24th day of January, 1958 and RECORDED in Book 45, of PLATS, at PAGE 47, "RECORD VERIFIED."

FRANK H. MARKS
CLERK OF THE CIRCUIT COURT

Madeline P. Schubert
DEPUTY CLERK

CORAL RIDGE ISLES

SECTIONS 11 & 14, TWP. 49 S., R6E. 42 E.
BROWARD COUNTY, FLORIDA

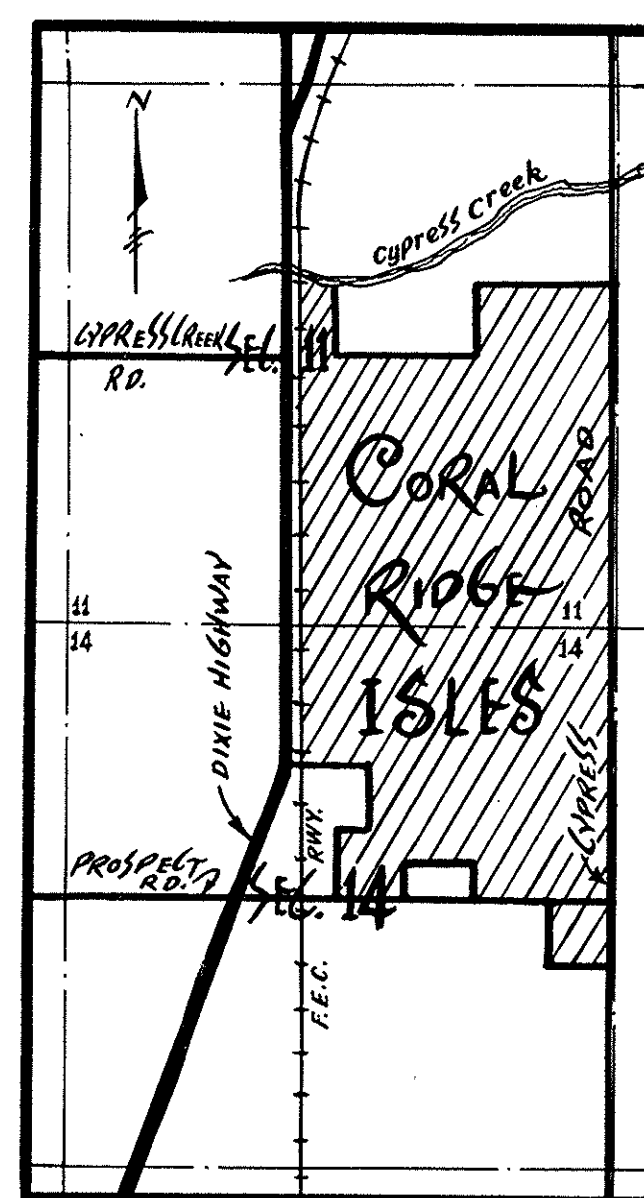
McLAUGHLIN ENGINEERING Co.
400 N. E. 3RD AVENUE
FORT LAUDERDALE - FLORIDA

SCALE IN FEET 0 25 50 75 100 150 200 300
1" = 100'
JANUARY 1958

DESCRIPTION

The South one-half (1/2) of the Southeast one-quarter (SE 1/4) of the Northeast one-quarter (NE 1/4) of SECTION 11, the Southeast one-quarter (SE 1/4) of SECTION 11, and that PORTION of the West one-half (W 1/2) of SECTION 11, lying EAST of the FLORIDA EAST COAST RAILROAD and South of CYPRESS Creek, and the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of the Southeast one-quarter (SE 1/4) of SECTION 14, and that PORTION of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of SECTION 14, lying EAST of the FLORIDA EAST COAST RAILROAD, and the Northeast one-quarter (NE 1/4) of SECTION 14, excepting therefrom the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of SECTION 14, and excepting the South one-half (1/2) of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of SECTION 14, ALL in Township 49 South, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

Containing 382.663 ACRES more or less.



LOCATION SKETCH

ENGINEER'S CERTIFICATESTATE OF FLORIDA }
COUNTY OF BROWARD }

WE, HEREBY CERTIFY: That this PLAT is a true and correct representation of a SURVEY made by us, and that PERMANENT REFERENCE MONUMENTS have been set as indicated. DATED at FORT LAUDERDALE, FLORIDA, this 27th day of December, 1957.

McLaughlin Engineering Co.
By W. J. L. L. L.
REG. ENGR. NO. 1713, REG. LAND SURVEYOR, NO. 167.
STATE OF FLORIDA

DEDICATIONSTATE OF FLORIDA }
COUNTY OF BROWARD }

KNOW ALL MEN BY THESE PRESENTS: That CHICAGO FRONTAGE CORP, a FLORIDA CORPORATION, owner of the lands described and shown as included in this PLAT, has caused said lands to be SUBDIVIDED in the manner shown. All THOROUGHFARES and WATERWAYS are DEDICATED to the perpetual use of the PUBLIC, in fee simple. All EASEMENTS are DEDICATED to the perpetual use of the PUBLIC, for purposes as indicated.

IN WITNESS WHEREOF: CHICAGO FRONTAGE CORP, has caused this DEDICATION to be signed in its name by its PRESIDENT and SECRETARY, this 6th day of December, 1957.

WITNESSES:

Martin O. Egan
Kenneth W. Pyle

James S. Hunt (SEAL)
Stephen A. Calder (SEAL)

ACKNOWLEDGEMENTSTATE OF FLORIDA }
COUNTY OF BROWARD }

I HEREBY CERTIFY: That on this day personally appeared before me, an OFFICER, duly authorized to administer OATHS and take ACKNOWLEDGEMENTS, JAMES S. HUNT, and STEPHEN A. CALDER, PRESIDENT and SECRETARY of CHICAGO FRONTAGE CORP, and they acknowledged before me, that they executed the foregoing DEDICATION as such OFFICERS of said CORPORATION, in the name of said CORPORATION. WITNESS: My HAND and OFFICIAL SEAL at FORT LAUDERDALE, COUNTY of BROWARD, STATE of FLORIDA, this 6th day of December, 1957.

My Commission Expires:

October 8, 1960

Robert L. Hofmann
NOTARY PUBLIC STATE OF FLORIDA

DEDICATIONSTATE OF FLORIDA }
COUNTY OF BROWARD }

KNOW ALL MEN BY THESE PRESENTS: That DENVER FRONTAGE CORP, a FLORIDA CORPORATION, owner of the lands described and shown as included in this PLAT, has caused said lands to be SUBDIVIDED in the manner shown. All THOROUGHFARES and WATERWAYS are DEDICATED to the perpetual use of the PUBLIC, in fee simple. All EASEMENTS are DEDICATED to the perpetual use of the PUBLIC, for purposes as indicated.

IN WITNESS WHEREOF: DENVER FRONTAGE CORP, has caused this DEDICATION to be signed in its name by its PRESIDENT and SECRETARY, this 6th day of December, 1957.

WITNESSES:

Martin O. Egan
Kenneth W. Pyle

James S. Hunt (SEAL)
Stephen A. Calder (SEAL)

ACKNOWLEDGEMENTSTATE OF FLORIDA }
COUNTY OF BROWARD }

I HEREBY CERTIFY: That on this day personally appeared before me, an OFFICER, duly authorized to administer OATHS and take ACKNOWLEDGEMENTS, JAMES S. HUNT, and STEPHEN A. CALDER, PRESIDENT and SECRETARY of DENVER FRONTAGE CORP, and they acknowledged before me, that they executed the foregoing DEDICATION as such OFFICERS of said CORPORATION, in the name of said CORPORATION. WITNESS: My HAND and OFFICIAL SEAL at FORT LAUDERDALE, COUNTY of BROWARD, STATE of FLORIDA, this 6th day of December, 1957.

My Commission Expires:

October 8, 1960

Robert L. Hofmann
NOTARY PUBLIC STATE OF FLORIDA

DEDICATIONSTATE OF FLORIDA }
COUNTY OF BROWARD }

KNOW ALL MEN BY THESE PRESENTS: That OAKLAND MILE CORPORATION, a FLORIDA CORPORATION, owner of the lands described and shown as included in this PLAT, has caused said lands to be SUBDIVIDED in the manner shown. All THOROUGHFARES and WATERWAYS are DEDICATED to the perpetual use of the PUBLIC, in fee simple. All EASEMENTS are DEDICATED to the perpetual use of the PUBLIC, for purposes as indicated.

IN WITNESS WHEREOF: OAKLAND MILE CORPORATION, has caused this DEDICATION to be signed in its name by its PRESIDENT and SECRETARY, this 6th day of December, 1957.

WITNESSES:

Martin O. Egan
Kenneth W. Pyle

James S. Hunt (SEAL)
Stephen A. Calder (SEAL)

ACKNOWLEDGEMENTSTATE OF FLORIDA }
COUNTY OF BROWARD }

I HEREBY CERTIFY: That on this day personally appeared before me, an OFFICER, duly authorized to administer OATHS and take ACKNOWLEDGEMENTS, JAMES S. HUNT, and STEPHEN A. CALDER, PRESIDENT and SECRETARY of OAKLAND MILE CORPORATION, and they acknowledged before me, that they executed the foregoing DEDICATION as such OFFICERS of said CORPORATION, in the name of said CORPORATION. WITNESS: My HAND and OFFICIAL SEAL at FORT LAUDERDALE, COUNTY of BROWARD, STATE of FLORIDA, this 6th day of December, 1957.

My Commission Expires:

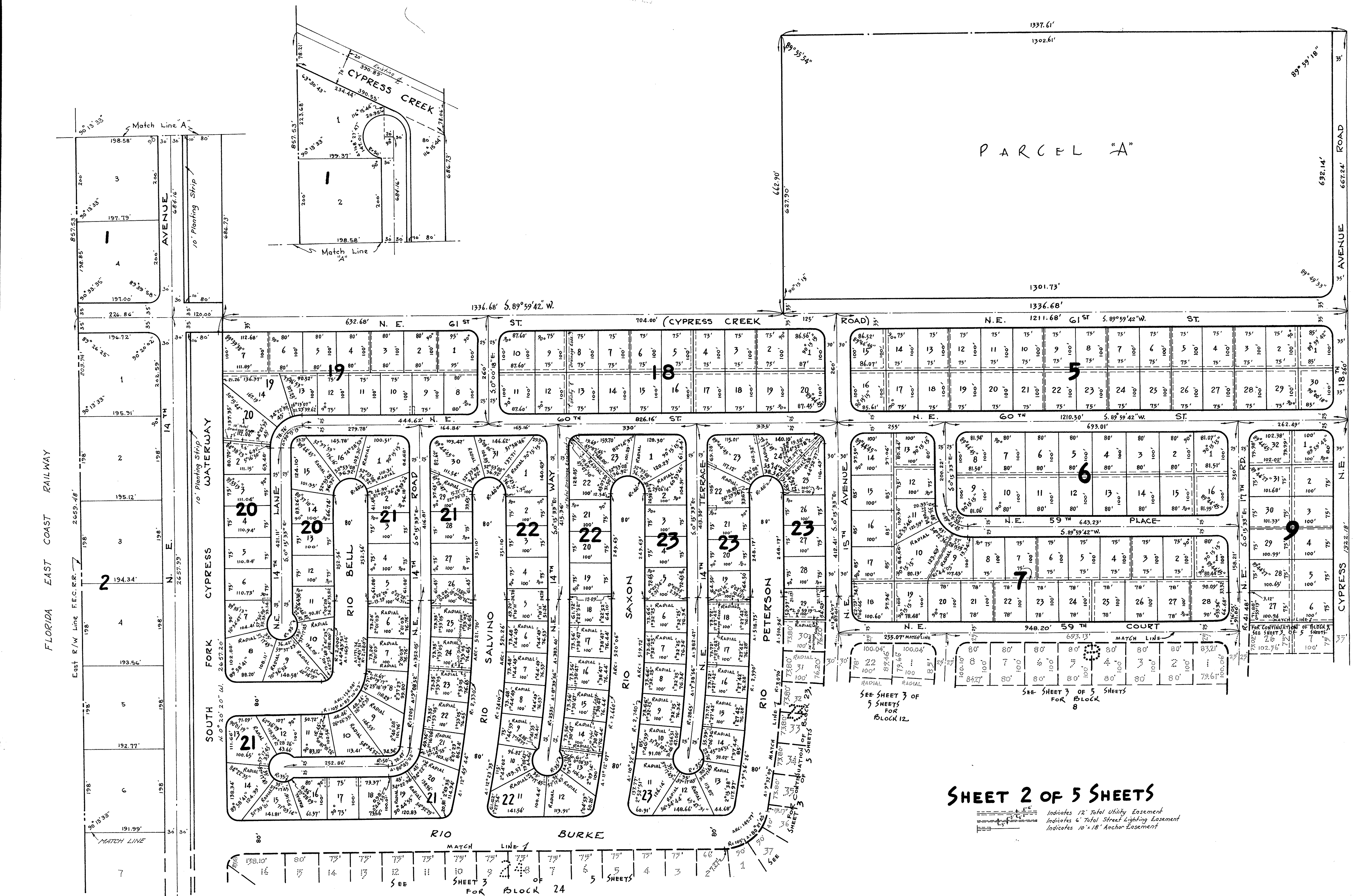
October 8, 1960

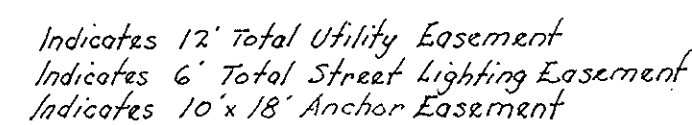
Robert L. Hofmann
NOTARY PUBLIC STATE OF FLORIDA

COUNTY ENGINEER'S APPROVALAPPROVED FOR RECORD: W. J. L. L. L.
COUNTY ENGINEER

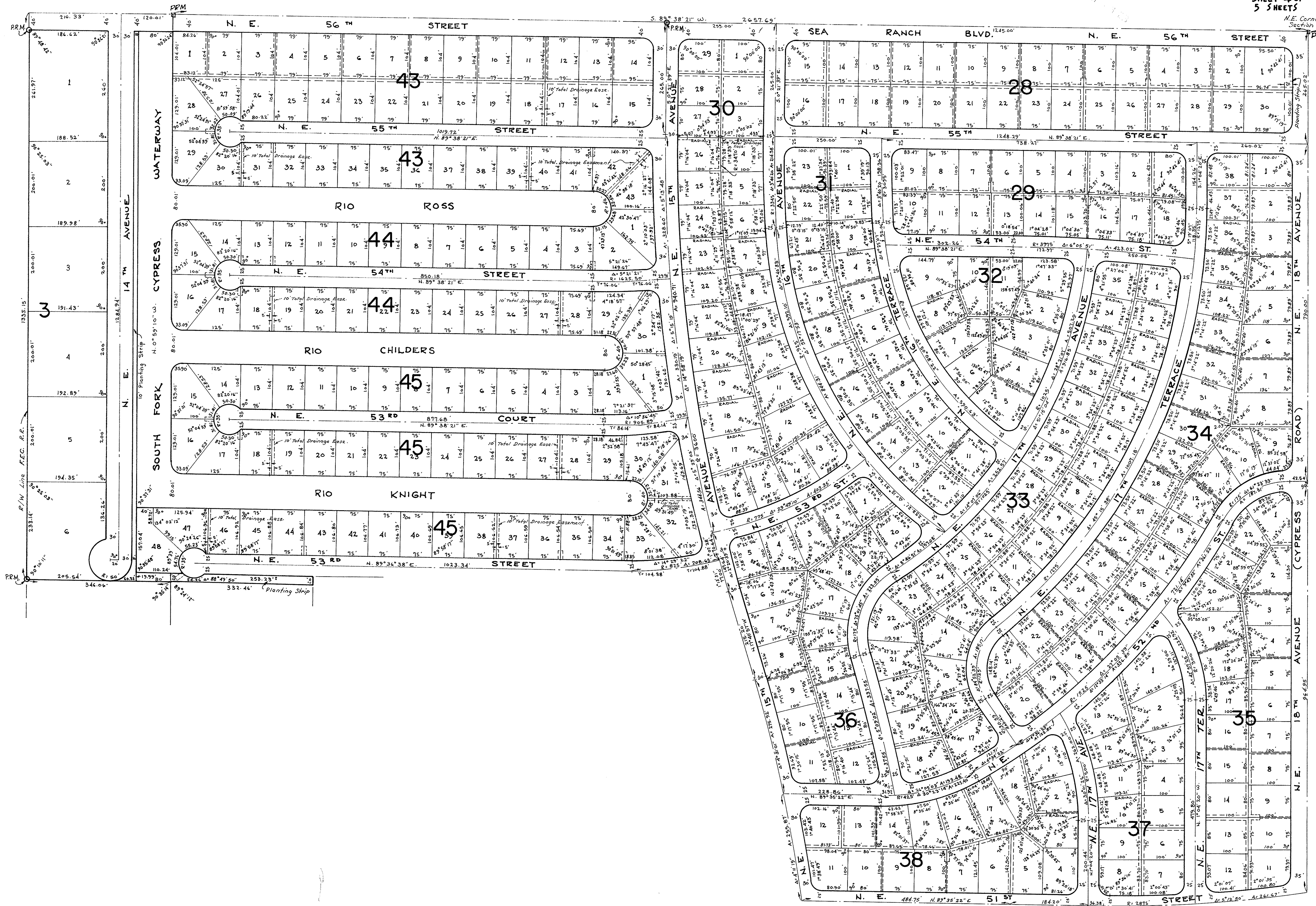
BROWARD COUNTY, FLORIDA, ZONING DEPT.

APPROVED FOR RECORD: William D. Rawls
WILLIAM D. RAWLS, DIRECTOR





CORAL RIDGE ISLES"

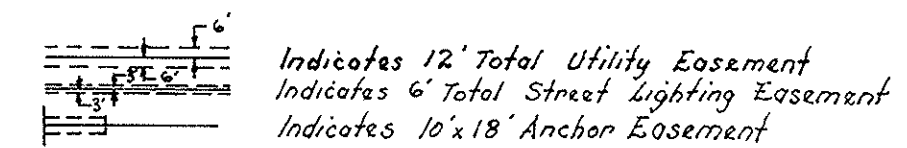


FLORIDA EAST COAST RAILWAY

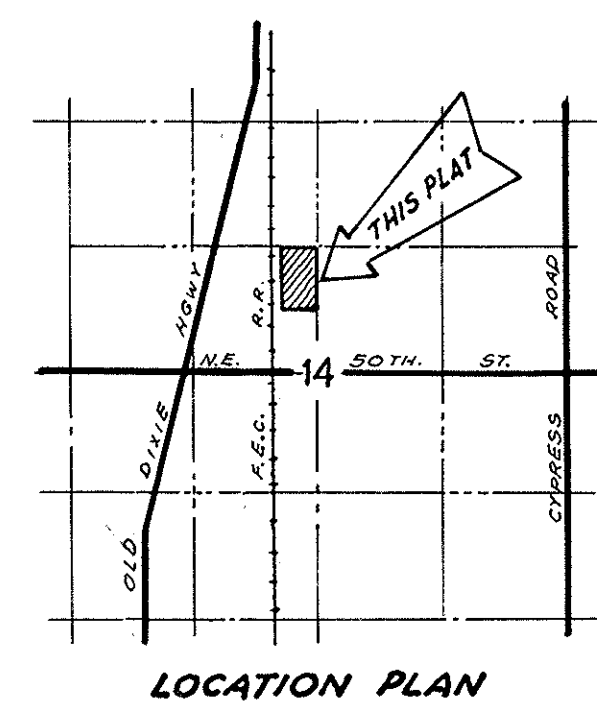
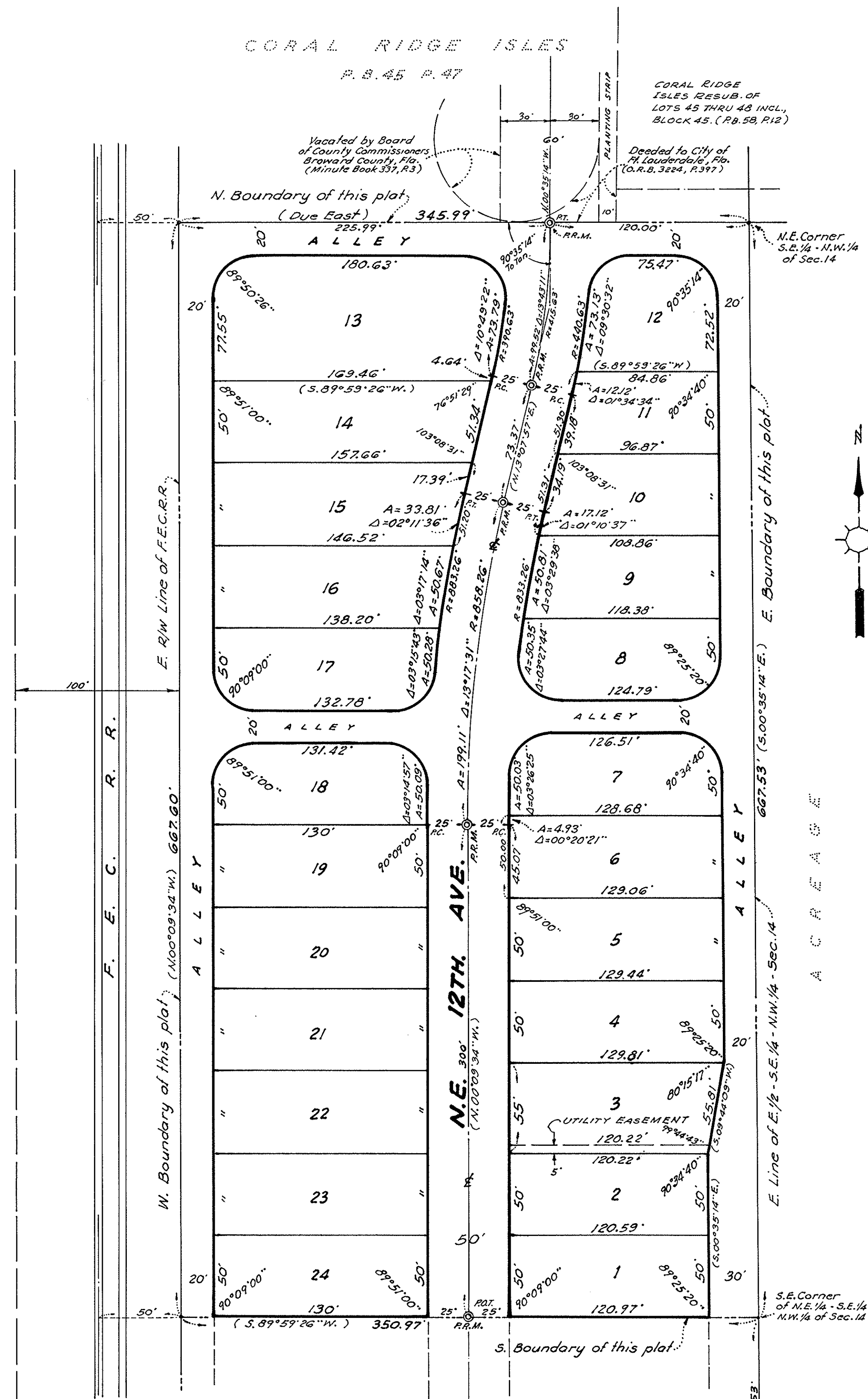
"CORAL RIDGE ISLES"

Indicates 12' Total Utility Easement
Indicates 6' Total Street Lighting Easement
Indicates 10' x 18' Anchor Easement

SHEET 4 OF 5 SHEETS



"CORAL RIDGE ISLES"



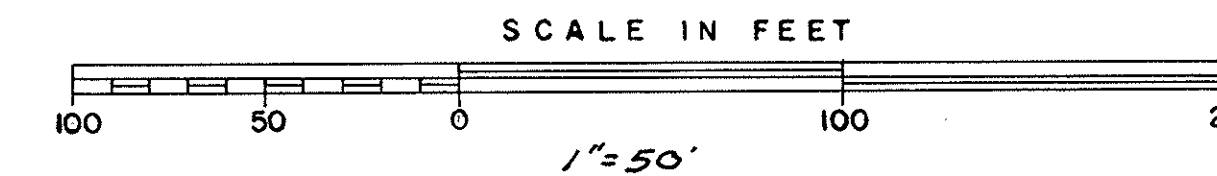
- NOTES**
1. Corner Radii are 25 ft. and dimensions are to intersection of lot lines produced.
 2. © Denotes Permanent Reference Monument (P.R.M.)
 3. Bearings are based on assumed coordinate system.

G & R COMMERCIAL PARK

SECTION 14, TOWNSHIP 49S., RANGE 42E.

CITY OF OAKLAND PARK BROWARD COUNTY, FLORIDA

PREPARED BY
WILLIAMS, HATFIELD & STONER, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
FT. LAUDERDALE, FLA.



DESCRIPTION

All that part of the North One-half (N. 1/2) of the East One-half (E. 1/2) of the Southeast One-quarter (S.E. 1/4) of the Northwest One-quarter (N.W. 1/4) of Section 14, Township 49 South, Range 42 East, lying East of the Florida East Coast Railway Right-of-way.

BROWARD COUNTY AREA PLANNING BOARD

This is to certify that the Broward County Area Planning Board has approved this plat with regard to dedication of rights-of-way for trafficways by resolution duly adopted this 23rd day of June, A.D. 1966.

OAKLAND PARK PLANNING & ZONING BOARD

This plat of "G & R Commercial Park" is hereby approved for Record this 19th day of July, A.D. 1966.

COUNTY ENGINEER

This Plat of "G & R Commercial Park" is hereby approved and accepted for record this 28th day of July, A.D. 1967.

CLERK OF CIRCUIT COURT

State of Florida, s.s. I hereby certify that the attached plat complies with the provisions of "An Act to regulate the making of Surveys and filing for Record of Maps and Plats in the State of Florida" approved by the Governor the 11th day of June, A.D. 1925.

This plat was accepted for record by the Board of Commissioners of Broward County, Florida, this 25th day of July, A.D. 1967.

JACK R. WHEELER, CLERK OF CIRCUIT COURT

Bruce A. Christie, DEPUTY CLERK

This instrument filed for record this 28th day of July, A.D. 1967 and recorded in Book 64 of Plats at Page 16, Record Verified.

JACK R. WHEELER, CLERK OF CIRCUIT COURT

Lucille S. Weaver, DEPUTY CLERK

SURVEYORS CERTIFICATE

I hereby certify that to the best of my knowledge and belief, the Plat hereon shown is a true and correct representation of the lands platted and that Permanent Reference Monuments (P.R.M.) have been set as indicated.

WILLIAMS, HATFIELD AND STONER, INC.
by E. R. Williams
REGISTERED LAND SURVEYOR No. 891
REGISTERED ENGINEER No. 4271
REGISTERED STATE OF FLORIDA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That DAGFIN H. RASMUSSEN and his wife, GERMAINE E. RASMUSSEN, owners of the lands described and shown hereon, have caused said lands to be surveyed, subdivided and platted in a manner hereon shown to be known as "G & R COMMERCIAL PARK"

The Avenue, Alleys and Easement shown hereon, are hereby dedicated to the perpetual use of the public for proper purposes.

In witness whereof we have hereunto set our hands and seals this 13th day of July, A.D. 1966.

Signed, Sealed and Delivered in the presence of

WITNESS Virginia M. Gorden

WITNESS Pauline M. Ligon

Dagfin H. Rasmussen Seal
DAGFIN H. RASMUSSEN
Germaine E. Rasmussen Seal
GERMAINE E. RASMUSSEN

ACKNOWLEDGEMENT

State of Florida, s.s. I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Dagfin H. Rasmussen and Germaine E. Rasmussen, his wife, and they acknowledged to me that they executed the foregoing instrument of dedication freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Ft. Lauderdale, Broward County, Florida this 13th day of July, A.D. 1966.

MY COMMISSION EXPIRES
12-30-66

Virginia M. Gorden
NOTARY PUBLIC

MORTGAGEE APPROVAL

As owner and holder of that certain mortgage recorded July 10, 1964 in Official Record Book No. 2840 at Page 132, of the Public Records of Broward County, Florida, we hereby consent to and join in the making and filing for record of the attached plat and to the dedication of thoroughfares as show thereon.

Francis J. Turner
FRANCIS J. TURNER
Ezola Turner
EZOLA TURNER

CITY OF OAKLAND PARK

This is to certify that this plat has been approved and accepted for record by the Council of the City of Oakland Park, Florida, in and by resolution adopted by said Council on this 19th day of July, A.D. 1967.

In witness whereof the said Council has caused these presents to be attested by its Clerk, and the corporate seal to be affixed this 19th day of July, A.D. 1967.

ATTEST Ezola M. Erickson Clerk

MAYOR OF OAKLAND PARK

This is to certify that the City of Oakland Park, Fla. has approved and accepted this plat on the 19th day of July, A.D. 1967.

Glen E. Burnham
MAYOR, CITY OF OAKLAND PARK

CITY ENGINEER

This Plat of "G & R Commercial Park" is hereby approved.

Wiggins, Keith & Hilliard, City Engineer

by Marion Duffey

Donald J. Doody
DDoody@GorenCherof.com



**GOREN CHEROF
DOODY & EZROL P.A.**
ATTORNEYS AT LAW

April 3, 2019

Via Email

Ana Alvarez
Assistant City Manager
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334

Re: Title Information for Bond Improvement properties

Dear Ana:

As requested, our office has reviewed the title work on the following properties, as part of the bond improvements. Toward that end, we relied on property information reports from Chicago Title Insurance Company that certified the following results for each identified address:

1. 3764 NE 12th Avenue

Folio No. 4942 23 03 1000

Title is now held by the City of Oakland Park by virtue of that certain Warranty Deed filed April 15, 2011, recorded in OR Book 47851, Page 478, from Nader M. Soliman, a single man, to the City of Oakland Park, a Florida municipal corporation.

Property is subject to the following:

- a) Loan Agreement between the City of Oakland Park and Oakland Park Community Redevelopment Agency (Borrowers) and Broward County, Florida (Lender) recorded in OR Book 47774, Page 1981 as amended by First Amendment to Loan Agreement recorded in Instrument No. 114313628 both of, Broward County public records.
- b) Ordinance No. 2004-15 amending Broward County Land Use Plan recorded in OR Book 37842, Page 1701, Broward County public records.
- c) Ordinance No. 2004-16 amending Broward County Land Use Plan recorded in OR Book 37842, Page 1706, Broward County public records.

2. 5399 N. Dixie Highway

Folio No. 4942 14 28 0010

Title is now held by the City of Oakland Park by virtue of that certain Warranty Deed filed August 21, 2007, recorded in OR Book 44509, Page 534, from J.W. Equities, LLC, a Florida limited liability company, to the City of Oakland Park, a Florida municipal corporation and

{00281524.1 1869-9701644}

Please reply to Fort Lauderdale Office

Fort Lauderdale Office

3099 E. Commercial Blvd., Suite 200, Fort Lauderdale, FL 33308. T 954-771-4500 | F 954-771-4923

Delray Beach Office

76 N.E. Fifth Avenue, Delray Beach, FL 33483. T 561-276-9400

www.GorenCherof.com

by that certain Quit-Claim Deed filed January 3, 1963, recorded in Official Records Book 2520, Page 842, from The Northwestern Mutual Life Insurance Company, to the City of Oakland Park and

by that certain Quit-Claim Deed filed February 12, 1963, recorded in Official Records Book 2545, Page 81, from The Northwestern Mutual Life Insurance Company, to the City of Oakland Park and

by that certain Special Warranty Deed filed November 16, 1981, recorded in Official Records Book 9891, Page 613, from Sun Oil Company of Pennsylvania, a Pennsylvania corporation, successor by merger to Sun Oil Company, a New Jersey corporation, to the City of Oakland Park, a political subdivision of the County of Broward.

Property is subject to the following:

- a) County Deed from Broward County to State Road Department recorded February 5, 1964 in OR Book 2748, Page 769, Broward County public records;
- b) Ordinance No. 2002-61 amending the wetlands map recorded in OR Book 34145, Page 1891, Broward County public records.
- c) Ordinance No. 2004-15 amending the Broward County Land Use Plan recorded in OR Book 37842, Page 1701, Broward County public records.
- d) Ordinance No. 2004-16 amending Broward County Land Use Plan recorded in OR Book 37842, Page 1706, Broward County public records.
- e) Educational Mitigation Agreement recorded in OR Book 40797, Page 904, Broward County public records.

28. Vacant lot on NE 33rd Street, Oakland Park, Florida

Folio No. 4942 22 02 0470

Title is now held by the City of Oakland Park by virtue of that certain Quit Claim Deed filed January 16, 2002, recorded in Official Records Book 32636, Page 806, from Broward County, a political subdivision of the State of Florida to the City of Oakland Park, a Florida corporation.

Property is subject to the following:

- a) Resolution regarding zoning of property recorded November 1, 1957 in OR Book 1059, Page 308, Broward County public records.
- b) Resolution regarding zoning of property recorded June 13, 1958 in OR Book 1246, Page 172, Broward County public records.
- c) Ordinance No. 2002-61 amending the wetlands map recorded in OR Book 34145, Page 1891, Broward County public records.

29. 5100 NE 12th Terrace, Oakland Park, Florida

Folio No. 4942 14 00 0010

Title is now held by the City of Oakland Park by virtue of that certain Warranty Deed filed February 2, 1966, recorded in Official Records Book 3164, Page 134 from Coral Heights Utilities, Inc. to the City of Oakland Park, a municipal corporation.

Property is subject to the following:

- a) Easement between the City of Oakland Park and Oakland Harbor, Ltd. Recorded April 2, 2998 in OR Book 27973, Page 544, Broward County public records.
- b) Ordinance No. 2002-61 amending the wetlands map recorded in OR Book 34145, Page 1891, Broward County public records.
- c) Easement between the City of Oakland Park and Warehouse Thirteen, LLC recorded October 16, 2008 in OR Book 45755, Page 529, Broward County public records.

30. Vacant lot on NE 32nd Court, Oakland Park, Florida

Folio No. 4942 22 02 0545

Title is now held by the City of Oakland Park by virtue of that certain Warranty Deed filed July 3, 1979, recorded in Official Records Book 8304, Page 317 from Inez Rogers, the unmarried widow of Gus Rogers to the City of Oakland Park.

Property is subject to the following:

- a) Resolution regarding zoning of property recorded November 1, 1957 in OR Book 1059, Page 308, Broward County public records.
- b) Resolution regarding zoning of property recorded June 13, 1958 in OR Book 1246, Page 172, Broward County public records.
- c) Grant of Easement from Inez Rogers to City of Oakland Park regarding right of way for underground sewerage facilities and utilities recorded July 22, 1974 in OR Book 5859, Page 418, Broward County public records.
- d) Ordinance No. 2002-61 amending the wetlands map recorded in OR Book 34145, Page 1891, Broward County public records.

31. 250 NE 33rd Street, Oakland Park, Florida

Folio No. 4942 22 02 0500

Title is now held by the City of Oakland Park by virtue of that certain Warranty Deed filed April 13, 1978 recorded in Official Records Book 7513, Page 102 from J. David Sarvis and Ruby H. Sarvis, his wife and Fred T. Lunsford and Irma Lee Lunsford, his wife and A. Munroe Sarvis and Dotaileen O. Sarvis, his wife to the City of Oakland Park, a municipal corporation.

Property is subject to the following:

- a) Resolution regarding zoning of property recorded November 1, 1957 in OR Book 1059, Page 308, Broward County public records.
- b) Resolution regarding zoning of property recorded June 13, 1958 in OR Book 1246, Page 172, Broward County public records.
- c) Ordinance No. 2002-61 amending the wetlands map recorded in OR Book 34145, Page 1891, Broward County public records.

32. 3564 NE 11th Ave., Oakland Park, Florida

Folio No. 4942 23 05 6540

and by that certain Quit Claim Deed filed June 30, 2006, recorded in Official Records Book 42321, Page 1900, from Broward County, a political subdivision of the State of Florida, to the City of Oakland Park, a Florida municipal corporation. (Lot 9)

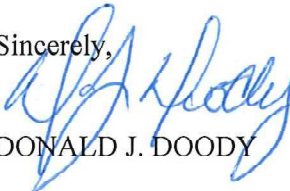
and by that certain Warranty Deed filed January 29, 2009, recorded in Official Records Book 45950, Page 518, from I'LL Do It, Inc., a Florida corporation, to the City of Oakland Park, a Florida municipal corporation. (Lot 14)

Property is subject to the following:

- a) Resolution regarding zoning of property recorded November 1, 1957 in OR Book 1059, Page 308, Broward County public records.
- b) Resolution regarding zoning of property recorded June 13, 1958 in OR Book 1246, Page 172, Broward County public records.
- c) Ordinance No. 2002-61 amending the wetlands map recorded in OR Book 34145, Page 1891, Broward County public records.
- d) Swale Acknowledgement from the City of Oakland Park recorded in OR Book 45242, Page 829, Broward County public records.
- e) Resolution to execute Development Agreement between City of Oakland Park and Khanmo, Inc. dated June 18, 2008 and recorded in OR Book 45653, Page 1297, Broward County public records.

NOTE: At the request of the City, we searched the property on NW 39th Street owned by the Southern Florida Flood Control District to find a recorded parking agreement with the City of Oakland Park for the Fire Station 87 property. No recorded Agreement was found.

Sincerely,



DONALD J. DOODY

7415307



Chicago Title Insurance Company
13800 NW 14th Street
Suite 190
Sunrise, FL 33323
Attn: Customer Service
Phone: 954-217-1744
Fax: 954-217-8796
Email: SoFlaCustomerService@fnf.com

Date: 2/7/2019
Invoice No: 7415307
Unit #: 02100.170607
Customer Ref #: 1869.9701644

TO: Goren, Cherof, Doody & Ezrol, P.A.
Rachel Leach
3099 E Commercial Blvd Ste 200
Fort Lauderdale, FL 33308

RE: Buyer:
Property: 5100 NE 12 Terrace,
Oakland Park, FL 33334
County/Parcel: 4942 14 00 0010
Seller: City of Oakland Park, a municipal corporation
Notes:

Date	Code	Product Description	Liability	Charge Amount
2/7/2019	5670	O and E Report / Misc Reports	\$0.00	\$500.00
Invoice Total:				\$500.00

Remittance Advice - DUE UPON RECEIPT

Please send along with remittance to:

Chicago Title Insurance Company
3801 PGA Blvd.
Suite 605
Palm Beach Gardens, FL 33410
Attn: Accounting Department

Date: 2/7/2019
Invoice No: 7415307
Unit #: 02100.170607
Contact: Goren, Cherof, Doody & Ezrol,
P.A.
Check # _____
Amount Enclosed _____

7415307



Chicago Title Insurance Company
13800 NW 14th Street
Suite 190
Sunrise, FL 33323
Attn: Customer Service
Phone: 954-217-1744
Fax: 954-217-8796
Email: SoFlaCustomerService@fnf.com

Date: 2/7/2019
Invoice No: 7415307
Unit #: 02100.170607
Customer Ref #: 1869.9701644

TO: Goren, Cherof, Doody & Ezrol, P.A.
Rachel Leach
3099 E Commercial Blvd Ste 200
Fort Lauderdale, FL 33308

RE: Buyer:
Property: 5100 NE 12 Terrace,
Oakland Park, FL 33334
County/Parcel: 4942 14 00 0010
Seller: City of Oakland Park, a municipal corporation
Notes:

Date	Code	Product Description	Liability	Charge Amount
2/7/2019	5670	O and E Report / Misc Reports	\$0.00	\$500.00
		Invoice Total:		\$500.00

Remittance Advice - DUE UPON RECEIPT

Please send along with remittance to:

Chicago Title Insurance Company
3801 PGA Blvd.
Suite 605
Palm Beach Gardens, FL 33410
Attn: Accounting Department

Date: 2/7/2019
Invoice No: 7415307
Unit #: 02100.170607
Contact: Goren, Cherof, Doody & Ezrol,
P.A.
Check # _____
Amount Enclosed _____

CHICAGO TITLE INSURANCE COMPANY

13800 NW 14th Street, Suite 190, Sunrise, Florida 33323

PROPERTY INFORMATION REPORT

File Number: 7415307

Reference: 1869.9701644

Provided for: **Goren, Cherof, Doody & Ezrol, P.A.**
Attention: Rachel Leach
3099 E Commercial Blvd.
Suite 200
Fort Lauderdale, Florida 33308

CHICAGO TITLE INSURANCE COMPANY does hereby certify that a search of the Public Records of Broward County, Florida through and including the date of January 17, 2019 at 6:00 a.m. on the land described:

The West ½ of the Northwest ¼ of the Southwest ¼ of the Northeast ¼ of Section 14, Township 49 South, Range 42 East, lying and being in Broward County, Florida.

Address: 5100 NE 12th Terrace, Oakland Park, Florida
Folio No.: 4942 14 00 0010

That record title to the land as described and shown on the above description is as follows:

Warranty Deed filed February 2, 1966, recorded in Official Records Book 3164, Page 134, from Coral Heights Utilities, Inc., to City of Oakland Park, a municipal corporation.

The following mortgages and liens identifying the captioned property remain unsatisfied or unreleased, of record in accordance to the terms exhibited on this Certificate:

NONE

THE FOLLOWING ITEMS ARE ADDITIONAL DOCUMENTS COVERING CAPTION PROPERTY

<u>INSTRUMENT</u>	<u>FILED</u>	<u>BOOK/PAGE</u>
1. EASEMENT	April 2, 1998	27973/544
2. ORDINANCE NO 2002-61	November 21, 2002	34145/1891
3. EASEMENT	October 16, 2008	45755/529

PROPERTY INFORMATION REPORT

FILE NUMBER: 7415307

CHICAGO TITLE INSURANCE COMPANY hereby certifies that the foregoing Certificate of Search was compiled by it from the Public Records of County of Broward State of Florida, and from such other public records and sources as are herein indicated.

CONTENTS: This Certificate lists the last conveyance by deed or Certificate of Title, identifying the lands described in the caption hereof and appearing of record in the Office of the Circuit Court of Broward Florida, recorded in said office that identify the land shown on the caption of this certificate by a land description.

This Certificate lists all mortgages, leases, notice of lis pendens, unsatisfied or unreleased of record, identifying the land described in the caption hereof and appearing of record in the Office of the Circuit of Broward County, Florida, including all security instruments and financing statements filed pursuant to Chapters 671 through 679 of the Florida Statutes (The Uniform Commercial Code), No search is made for security instruments, financing statements or liens that describe any land by a mailing or street address only.

This Certificate exhibits or makes reference to all orders appointing receivers or liquidators, to all Bankruptcy proceedings, Rico Lien Notices, unsatisfied Judgments decrees or orders for money, unsatisfied State and Federal Tax Liens and Warrants appearing of record in the Office of the Clerk of Circuit Court of Broward County, Florida, and in the Office of the Clerk of the United States District in and for the Southern District of Florida, Miami Division, and probate, lunacy, competency and guardianship proceedings in the Office of the County Judge of Broward County, Florida and/or Office of the Clerk of Circuit Court of Broward County, Florida, against the names, initials and abbreviations (only as listed on this certificate unless otherwise noted), within the period set opposite said names. No search is made for unsatisfied Judgments decrees or orders for money, against mortgages or other lien holders.

FORM: Determination of the regularity, validity, sufficiency, or legal effect on marketability or insurability of title to said lands of any instrument listed on this Certificate are referred to the examiner.

THERE IS EXCEPTED FROM THIS CERTIFICATE

- (1) Municipal and County Zoning Ordinances.
- (2) Incorporation papers of municipalities.
- (3) Decrees and Ordinances creating taxing and Drainage Districts.
- (4) Except on special request, information relating to Bankruptcy proceedings is limited to the showing of style and number of case and time of filing of petition and adjudication.
- (5) Information regarding delinquent and reinstated corporation and dissolved corporation as contained in report filed by Secretary of State pursuant to Chapter 14677 as amended by Chapter 16726 Acts of Florida 1931 and Chapter 16880 Acts of 1935.
- (6) Maps or plats and resolutions pertaining to flood criteria and all county water-control plan plats.
- (7) Except on special request, and unless otherwise noted, all information regarding Taxes, Tax Sales, Municipal or County liens or assessments pertaining to or affecting captioned premises.
- (8) Judgments, decrees or orders for money not filed under a Clerk's File Number and recorded in Official Records Book in the Office of the Clerk of the Circuit Court of Broward County, Florida filed subsequent to January 1, 1972.
- (9) Rico Lien Notices not filed under Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Broward County, Florida.
- (10) Except on special request and unless otherwise noted, the period covered by this certificate is limited to the thirty (30) years preceding the date of this Certificate.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to hereto affixed at Weston, Florida, this 7th day of February, 2019.

CHICAGO TITLE INSURANCE COMPANY

By



This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

66- 10543 **Warranty Deed** OFF REC. 3164 PAGE 134

This Indenture, Made, this 31st day of January, A. D. 1966.

BETWEEN CORAL HEIGHTS UTILITIES, INC.

, a corporation

existing under the laws of the State of Florida, having its principal place of

business in the County of Dade and State of Florida,

and lawfully authorized to transact business in the State of Florida, party of the first part, and

CITY OF OAKLAND PARK, a municipal corporation

incorporated under the laws of the State of Florida, having its

principal place of business in the County of Broward and State of Florida,

and lawfully authorized to transact business in the State of Florida, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of

---Ten Dollars and other good and valuable consideration Dollars

to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged,

has granted, bargained and sold to the said party of the second part, its successors and assigns forever,

the following described land situate, lying and being in the County of Broward

and State of Florida, to-wit:

The West 1/2 of the Northwest 1/4 of the
Southwest 1/4 of the Northeast 1/4 of
Section 14, Township 49 South, Range 42
East, Tallahassee Meridian.

This deed is executed and delivered by the grantor and
accepted by the grantee subject to:

1. Conditions, restrictions, limitations and easements of record, and covenants running with the land, if any there be.
2. Applicable Zoning Ordinances.
3. Taxes for the year 1966 and subsequent years.

66 FEB 2 AM 8:16



And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Miller, Bookman
P. O. Box 1000
Miami, Florida

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

Attest: Hyman Belkin
Assistant Secretary.

By Howard Osterman
President.

Signed, sealed and delivered in the presence of us:

Stanley Chryers
Elizabeth Tucker

State of Florida,

County of Broward

I Herby Certify, that on this 31st day of JANUARY A. D. 1966, before me personally appeared HOWARD OSTERMAN Assistant and HYMAN BELKIN President and Secretary respectively of CORAL HEIGHTS UTILITIES, INC., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal at Oakland Park in the County of Broward and State of Florida the day and year last aforesaid.

Elizabeth Tucker (Seal)
Notary Public, State of Florida
at Large. MY COM. EXPIRES: 12-31-70
My Commission expires:

State of Florida,
County of }
On this day of
A. D. 19 at o'clock M., this
instrument was filed for record: and, being duly
acknowledged and proven, I have recorded the
same on Page of Book
in the Public Records of said County.
IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the seal of the Circuit
Court of the Judicial Circuit
of said State, in and for said County.
Clerk
D. C.

Warranty Deed
(FROM CORPORATION TO CORPORATION)
FROM
TO
Dated
ABSTRACT OF DESCRIPTION

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

CITY OF OAKLAND PARK
3650 N.E. 12th Avenue
Oakland Park, FL 33334

RECORD AND RETURN TO:
Anthony J. Gargano, Esq.

98-192337 T#001
04-02-98 09:26AM

This Instrument Prepared
Without Review of Title By:
Anthony J. Gargano, Esq.
LEASURE, GARGANO, MARCHEWKA & HEIDKAMP
P.O. Box 61169
Fort Myers, Florida 33906-1169
(941) 275-7515

EASEMENT

THIS Grant of Easement, made and entered into this the 18TH day of FEBRUARY, 1998, by and between ⁰The City of Oakland Park, (hereinafter referred to as "City") and Oakland Harbor, Ltd., a Florida limited partnership, (hereinafter referred to as "Oakland Harbor"); Common Address: 5061 NE 13 AVE OAKLAND PARK, FLA 33334 *cjc*

WHEREAS, City is the fee simple owner of the real property located in Broward County, Florida described in Exhibit "A" attached hereto (the "City Property");

WHEREAS, Oakland Harbor is the fee simple owner of the real property in Broward County, Florida, described in Exhibit "B" attached hereto, (the "Oakland Harbor Property") which is adjacent to City's Property;

WHEREAS, Oakland Harbor desires an easement as provided for hereby;

NOW THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City grants to Oakland Harbor, its successors and assigns an exclusive easement (the "Easement") over, under, across and through that certain real property described in Exhibit "C" attached hereto (the "Easement Premises"), subject to the following:

1. This Easement is an appurtenant Easement that runs with the land of the City Property, the Easement Premises, and Oakland Harbor's Property, and is binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

2. The City hereby warrants and represents that there are no liens or encumbrances upon the Easement Premises as would necessitate the consent or joinder of any third party to City's grant of this Easement to Oakland Harbor.

C:\WPDOCS\RE\EASEMENT\CITY\OAKLAND PARK 2/5/98

DEFERRED ITEM
Return Document To
Business Operations

⑨
MB

BK 217973PG0544

3. **Indemnity Agreement.**

3.1. When used in this Article 3 "**Oakland Harbor**" includes Oakland Harbor's successors and assigns.

3.2. On any matters pertaining to this Easement, Oakland Harbor waives, releases and forever relinquishes any cause of action against the City; and Oakland Harbor agrees to indemnify and pay to the City any and all awards or judgments rendered against the City, including all court costs and reasonable attorneys' fees, in favor of any third party plaintiff(s) under any legal action: (1) wherein the City is adjudged to be liable for damages as a direct result of the granting of this Easement to Oakland Harbor; (2) wherein an award, settlement, or judgment rendered to the plaintiff(s) by the Court having proper jurisdiction over the matter without jury, or if by jury trial the jury finds, as a matter of fact, confirms in its award, settlement or judgment that the proximate cause of the injury or injuries sustained and suffered by the plaintiff(s) was caused in whole or part by the negligence of the City in granting this Easement or in permitting an encroachment of the structure on Oakland Harbor's Property onto the City Property (hereinafter the "**Encroachment**").

3.3. The City agrees that in the event any suit or claim is instituted by any third party(ies) plaintiff(s) alleging the proximate cause of the injury(ies) sustained and suffered by the plaintiff(s) is due to either: (1) the negligence of the City in granting the Easement; or (2) the permitting of the Encroachment, whichever the case may be, as required under 3.2., the City through its legal department will defend the suit or action as it would under any suit or action instituted against the City. The City further agrees it will appeal the award or judgment to the Appellate Court; if the City elects not to appeal the decision, it will notify Oakland Harbor by registered mail within the time prescribed by law for an appeal, and the City will post an appeal bond, and assign the City's right of appeal to Oakland Harbor which may through its own attorney(s) appeal the award or judgment on behalf of City; PROVIDED further, however, nothing shall prohibit the City acting in good faith, and with the written approval of Oakland Harbor, from entering into and accepting a good faith settlement with the third party plaintiff(s) prior to trial, during trial, or at the appellate level; and Oakland Harbor agrees that its disapproval must be in good faith and on legitimate basis.

3.4. Oakland Harbor agrees to reimburse the City for any and all court costs, including reasonable attorneys' fees, incurred by the City and any awards or judgments given or made to any third party plaintiff(s) as described in 3.2 and 3.3 above; in the event Oakland Harbor fails to reimburse the City as aforesaid within sixty (60) days after receiving a City notice which describes the necessary conditions described in 3.2. and 3.3. have been met and itemizing all expenses and awards to the plaintiff(s), if any, and suit is required against Oakland Harbor to enforce the collection of the money due the

City, Oakland Harbor agrees to pay all court costs including reasonable attorneys's fees incurred by City.

3.5. This Indemnity Agreement is a covenant that runs with the land described in Exhibit A, B, and C.

4. This Easement and the Indemnity Agreement terminate upon the occurrence either of the following conditions: (1) the removal of the Encroachment; or (2) the remodeling or demolishing of the structure on Oakland Harbor Property within the Easement Premises which would likewise remove the Encroachment; and the City further agrees that upon the occurrence of either of the aforementioned events, the City will file an Affidavit and Release in the public records of Broward County, Florida, acknowledging that the Indemnity Agreement is terminated and cancelled and releasing Oakland Harbor from all liability hereunder.

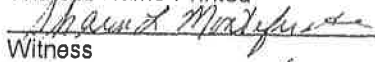
5. It is further agreed that as long as the Encroachment exists, then this Easement and the Indemnity Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date above stated.

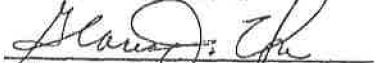
THE CITY OF OAKLAND PARK


Witness

GLORIA J. VYKA
Witness Name Printed


Witness

SHARON L. MONTEFURCO
Witness Name Printed

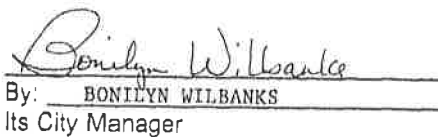

Witness

GLORIA J. VYKA
Witness Name Printed


Witness

SHARON L. MONTEFURCO
Witness Name Printed


By: ROBERT L. SPROC
Its Mayor


By: BONILYN WILBANKS
Its City Manager

BK217973PG0546

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of FEBRUARY, 1998 by ROBERT L. SPROC, Mayor of The City of Oakland Park, who is personally known to me ~~or who has produced~~ _____ as identification and who ~~did~~ (did not) take an oath.

C. J. Collaros

Notary Public

My commission expires: 6/20/2001

C. J. COLLAROS

(Typed name)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19TH day of FEBRUARY, 1998 by BONILYN WILBANKS, City Manager of The City of Oakland Park, who is personally known to me ~~or who has produced~~ _____ as identification and who ~~did~~ (did not) take an oath.

C. J. Collaros

Notary Public

My commission expires: 6/20/2001

C. J. COLLAROS

(Typed name)

BK217973PG0547

EXHIBIT "A"
to Easement
from The City of Oakland Park to Oakland Harbor, Ltd.
The City Property

Adjacent to Lots 3, 4 and 5, Block 50, CORAL RIDGE ISLES, as recorded in Plat Book 45, Page 47, of the Public Records of Broward County, Florida:

The West ½ of the Northwest ¼ of the Southwest ¼ of the Northeast ¼ of Section 14, Township 49 South, Range 42 East, Broward County, Florida.

BK 27973PG0548

EXHIBIT "B"

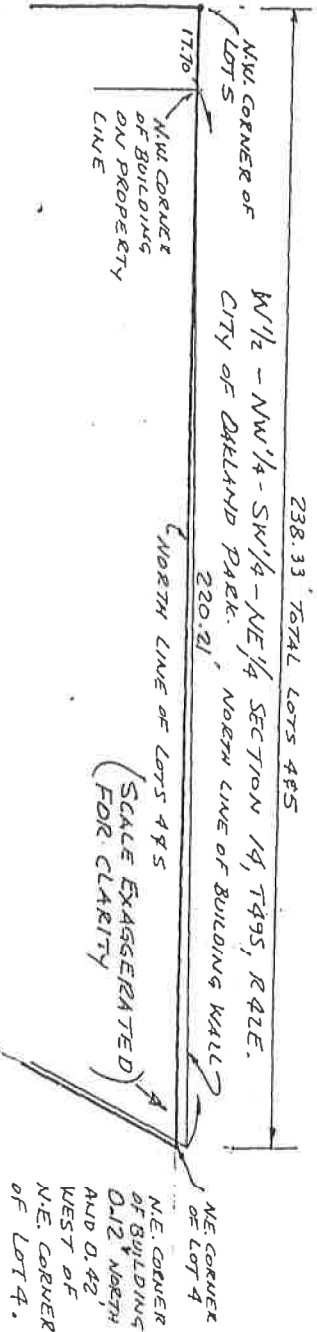
to Easement
from The City of Oakland Park to Oakland Harbor, Ltd.
The Oakland Harbor Property

Lots 4, 5 and 6 in Block 50 of CORAL RIDGE ISLES,
according to the Plat thereof, recorded in Plat Book 45, Page
47, of the Public Records of Broward County, Florida.

(Commonly Address: 5061 N.E 13 Avenue
OAKLAND PARK, FLA 33334) *cjr*

8K2Z973PG0549

EXHIBIT "C" TO EASEMENT FROM THE CITY OF OAKLAND PARK TO OAKLAND HARBOR, LTD.

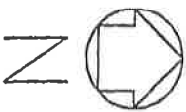


DESCRIPTION OF BUILDING ENCROACHMENT:

All that part of the W 1/2 of the NW 1/4 of the SW 1/4 of the NE 1/4 of Section 14, Township 49 South, Range 42 East, Broward County, Florida, described as follows:

Beginning at a point on the South line of the said W 1/2 of the NW 1/4 of the SW 1/4 of the NE 1/4, the same being the North line of Lot 5, Block 50, CORAL RIDGE ISLES, as recorded in Plat Book 45, Page 47, of the Public Records of Broward County, Florida, said point being located 17.70 feet East of the Northwest corner of said Lot 5, Block 50; thence Easterly along the North face of a building wall, 220.21 feet to the Northeast corner of said building, said building corner being 0.12 feet North of the South line of the said W 1/2 of the NW 1/4 of the SW 1/4 of the NE 1/4, the same being the North line of Lot 4, Block 50, CORAL RIDGE ISLES; thence Southwesterly along the Easterly face of the building wall, 0.12 feet to a point on the said South line of the W 1/2 of the NW 1/4 of the SW 1/4 of the NE 1/4, the same being the North line of said Lot 4, Block 50; thence Southwesterly along the said South line of the W 1/2 of the NW 1/4 of the SW 1/4 of the NE 1/4 of the NE 1/4, the same being the North line of said Lots 4 and 5, Block 50, 220.21 feet more or less to the Point of Beginning.

SCALE: 1"=30'



HUGH R. DAVIS
REGISTERED LAND SURVEYOR #978
STATE OF FLORIDA.

05509d3c167e2b8

RESOLUTION NO. R-98-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN EXCLUSIVE PERPETUAL EASEMENT BETWEEN THE CITY OF OAKLAND PARK AND OAKLAND HARBOR, LTD.; A COPY OF THE EXCLUSIVE PERPETUAL EASEMENT IS ATTACHED HERETO AND IDENTIFIED AS EXHIBIT "A"; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission has determined that it is in the best interest of the citizens and residents of Oakland Park, Florida, to execute an Exclusive Perpetual Easement between the City of Oakland Park and Oakland Harbor, Ltd.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, THAT:

Section 1. The City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper City Officials to execute an Exclusive Perpetual Easement between the City of Oakland Park and Oakland Harbor Ltd. A copy of the Exclusive Perpetual Easement is attached hereto and identified as Exhibit "A".

Section 2. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Page 1 of 2


BK27973PG0551

1 Section 3. All Resolutions or parts of Resolutions in
2 conflict herewith are hereby repealed to the extent of such
3 conflict.

4 Section 4. This Resolution shall become effective upon
5 its passage and adoption.

6 PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF OAKLAND
7 PARK, FLORIDA, THIS 18TH DAY OF FEBRUARY, 1998.

8 CITY OF OAKLAND PARK, FLORIDA

9 By: 
10 ROBERT L. SPROC, MAYOR

11 ARNST YES


12 JOYNT YES

13 SACHS YES

14 STEVENS YES

15 SPROC YES

16 ATTEST:

17 
18 CAROL GOLD
19 CITY CLERK

20 R.EAS 2/6/98 SM

21 Page 2 of 2

22 RECORDED IN THE OFFICIAL RECORDS BOOK
23 OF BROWARD COUNTY, FLORIDA
24 COUNTY ADMINISTRATOR

BK2473PG0552

17

ORDINANCE NO. 2002-61

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2002 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; BY AMENDING THE WETLANDS MAP AS PART OF THE BROWARD COUNTY LAND USE PLAN NATURAL RESOURCES MAP SERIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and

WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on June 20, 2002, and October 24, 2002, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on July 9, 2002, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on November 12, 2002, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

WHEREAS, the Board of County Commissioners after due consideration of all matters hereby finds that the following amendment to the 1989 Broward County

Adopted by: 11/12/02 H/A 2pm

Adopted by: Planning Council

RETURN TO DOCUMENT CONTROL

1 Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward
2 County Comprehensive Plan; complies with the requirements of the Local Government
3 Comprehensive Planning and Land Development Regulation Act; and is in the best interests
4 of the health, safety and welfare of the residents of Broward County; and

5 WHEREAS, the proposed amendment constitutes an amendment as part of Broward
6 County's permitted second annual amendments to the Plan for 2002;

7 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
8 COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

9 **Section 1.** The 1989 Broward County Land Use Plan is hereby amended by
10 Amendment PCNRM 02-2, which is an annual amendment to update the Wetlands Map of
11 the Broward County Land Use Plan Natural Resources Map Series, as set forth in Exhibit
12 A, attached hereto and incorporated herein.

13 **Section 2. SEVERABILITY.**

14 If any section, sentence, clause or phrase of this Ordinance is held to be invalid or
15 unconstitutional by any court of competent jurisdiction, then said holding shall in no way
16 affect the validity of the remaining portions of this ordinance.

17 **Section 3. EFFECTIVE DATE.**

18 1. The effective date of the plan amendment set forth in this ordinance shall be:

19 (a) The date a final order is issued by the Department of Community Affairs
20 finding the amendment to be in compliance in accordance with Section
21 163.3184.

22 (b) The date a final order is issued by the Administration Commission finding the
23 amendment to be in compliance in accordance with Section 163.3184. The
24 Department's notice of intent to find a plan amendment in compliance shall be

1 deemed to be a final order if no timely petition is filed challenging the
2 amendment.

3 2. This Ordinance shall become effective as provided by law.

4 **ENACTED** November 12, 2002

5 **FILED WITH THE DEPARTMENT OF STATE** November 18, 2002

6 **EFFECTIVE** November 18, 2002

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24

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

I, ROGER J. DESJARLAIS, County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance Number 2002-61 as the same appears of record in minutes of meeting of said Board of County Commissioners meeting held on the 12th day of November 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of November 2002.



ROGER J. DESJARLAIS
COUNTY ADMINISTRATOR

Glenn T. Aronson
Deputy Clerk

RECORD AND RETURN TO:

Matthew E. Morrall, Esq.

This Instrument Prepared

Without Review of Title by:

Matthew E. Morrall, Esq.

2850 North Andrews Avenue

Fort Lauderdale, FL 33311-2514

Telephone: (954) 563-4005

EASEMENT

This Grant of Easement, made and entered into this the 21 day of May, 2008, by and between **The City of Oakland Park** (hereinafter referred to as "**City**") and Warehouse Thirteen, LLC, a Florida limited liability company (hereinafter referred to as "**Warehouse Thirteen**");

Common Address: 5061 NE 13 Avenue, Oakland Park, FL 33334

WHEREAS, City is the fee simple owner of the real property located in Broward County, Florida described in **Exhibit "A"** attached hereto (the "**City Property**");

WHEREAS, Warehouse Thirteen is the fee simple owner of the real property in Broward County, Florida described in **Exhibit "B"** attached hereto (the "**Warehouse Thirteen Property**") which is adjacent to City's Property;

WHEREAS, Warehouse Thirteen desires an easement as provided for hereby:

NOW, THEREFORE, in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City grants to Warehouse Thirteen, its successors and assigns, an exclusive easement (the "**Easement**") over, under, across and through that certain real property described in **Exhibit "C"** attached hereto (the "**Easement Premises**"), subject to the following:

1. This Easement is an appurtenant Easement that runs with the land of the City Property, the Easement Premises, and Warehouse Thirteen's Property, and is binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

2. Indemnity Agreement.

When used in this Article 3 "**Warehouse Thirteen**" includes Warehouse Thirteen's successors and assigns.

⑦

On any matters pertaining to this Easement, Warehouse Thirteen waives, releases and forever relinquishes any cause of action against the City; and Warehouse Thirteen agrees to indemnify and pay to the City any and all awards or judgments rendered against the City, including all court costs and reasonable attorneys' fees, in favor of any third party plaintiff(s) under any legal action; (1) wherein the City is adjudged to be liable for damages as a direct result of the granting of this Easement to Warehouse Thirteen; (2) wherein an award, settlement, or judgment rendered to the plaintiff(s) by the Court having proper jurisdiction over the matter without jury, or if by jury trial the jury finds, as a matter of fact, confirms in its award, settlement or judgment that the proximate cause of the injury or injuries sustained and suffered by the plaintiff(s) was caused in whole or part by the negligence of the City in granting this Easement or in permitting an encroachment of the structure on Warehouse Thirteen's Property onto the City Property (hereinafter the "**Encroachment**").

The City agrees that in the event any suit or claim is instituted by any third party(ies) plaintiff(s) alleging the proximate cause of the injury(ies) sustained and suffered by the plaintiff(s) is due to either: (1) the negligence of the City in granting the Easement; or (2) the permitting of the Encroachment, whichever the case may be, as required under 3.2, the City through its legal department will defend the suit or action as it would under any suit or action instituted against the City. The City further agrees it will appeal the award or judgment to the Appellate Court; if the City elects not to appeal the decision, it will notify Warehouse Thirteen by registered mail within the time prescribed by law for an appeal, and the City will post an appeal bond, and assign the City's right of appeal on behalf of City; PROVIDED further, however, nothing shall prohibit the City acting in good faith, and with the written approval of Warehouse Thirteen, from entering into and accepting a good faith settlement with the third party plaintiff(s) prior to trial, during trial, or at the appellate level; and Warehouse Thirteen agrees that its disapproval must be in good faith and on legitimate basis.

Warehouse Thirteen agrees to reimburse the City for any and all court costs, including reasonable attorneys' fees, incurred by the City and any awards or judgments given or made to any third party plaintiff(s) as described in 3.2 and 3.3 above; in the event Warehouse Thirteen fails to reimburse the City as aforesaid within sixty (60) days after receiving a City notice which describes the necessary conditions described in 3.2 and 3.3 have been met and itemizing all expenses and awards to the plaintiff(s), if any, and suit is required against Warehouse Thirteen to enforce the collection of the money due the City, Warehouse Thirteen agrees to pay all court costs including reasonable attorney's fees incurred by City.

This Indemnity Agreement is a covenant that runs with the land described in **Exhibits A, B and C.**

3. This Easement and the Indemnity Agreement terminate upon the occurrence of either of the following conditions: (1) the removal of the Encroachment; or (2) the removal of

the structure on Warehouse Thirteen Property within the Easement Premises which would likewise remove the Encroachment; and the City further agrees that upon the occurrence of either of the aforementioned events, the City will file an Affidavit and Release in the public records of Broward County, Florida, acknowledging that the Indemnity Agreement is terminated and cancelled and releasing Warehouse Thirteen from all liability hereunder.

4. In the event the Encroachment Property is sold by the City to Warehouse Thirteen or its successors and/or assigns, then this Easement and Indemnity Agreement shall be terminated. It is further agreed that as long as the Encroachment exists, then this Easement and the Indemnity Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date above stated.

WITNESSES:

Renee M. Sheart
Witness
Printed Name: Renee M. Sheart
Robin Greco
Witness
Printed Name: ROBIN GRECO

THE CITY OF OAKLAND PARK

Layne Dallett Walls
By: Layne Dallett Walls
Its Mayor

Renee M. Sheart
Witness
Printed Name: Renee M. Sheart
Robin Greco
Witness
Printed Name: ROBIN GRECO

John Stinson
By: JOHN STINSON
Its City Manager

WITNESSES:

Nicole Beary
Witness
Printed Name: Nicole Beary
V. Janet Landelaky
Witness
Printed Name: V. Janet Landelaky

WAREHOUSE THIRTEEN, LLC

Courtland O. Padden
By: Courtland O. Padden
Its: Manager

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 21 day of May, 2008, by Layne Bellett Wells, Mayor of the City of Oakland Park, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Renee M. Shrout
Notary Public

NOTARY STAMP
NOTARY PUBLIC - STATE OF FLORIDA
Renee M. Shrout
Commission # DD393826
Expires: FEB. 07, 2009
Bonded Thru Atlantic Bonding Co., Inc.

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 21 day of May, 2008, by John Stinson, City Manager of the City of Oakland Park, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Renee M. Shrout
Notary Public

NOTARY STAMP

NOTARY PUBLIC - STATE OF FLORIDA
Renee M. Shrout
Commission # DD393826
Expires: FEB. 07, 2009
Bonded Thru Atlantic Bonding Co., Inc.

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 2nd day of July, 2008, by Courtland D. Teddy, the Manager of WAREHOUSE THIRTEEN, LLC, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

V. Janet Pandelaky
Notary Public

NOTARY STAMP

NOTARY PUBLIC
V. JANET PANDELAKE
MY COMMISSION # DD 433186
EXPIRES: July 17, 2009
Bonded Thru Budget Notary Services

EXHIBIT 'A'

to Easement from
The City of Oakland Park to Warehouse Thirteen, LLC

The City Property

Adjacent to Lots 3, 4 and 5, Block 50, CORAL RIDGE ISLES, as recorded in Plat Book 45, Page 47, of the Public Records of Broward County, Florida:

The West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14, Township 49 South, Range 42 East, Broward County, Florida.

EXHIBIT 'B'

to Easement from
The City of Oakland Park to Warehouse Thirteen, LLC

The Warehouse Thirteen Property

Lots 4, 5 and 6, in Block 50 of CORAL RIDGE ISLES, according to the Plat thereof, recorded in Plat Book 45, Page 47, of the Public Records of Broward County, Florida. Folio# (4942211074860)

(common address: 5061 NE 13 Avenue, Oakland Park, Florida 33334)



MARTY KIAR
BROWARD
COUNTY
PROPERTY APPRAISER

Site Address	5100 NE 12 TERRACE, OAKLAND PARK FL 33334	ID #	4942 14 00 0010
Property Owner	CITY OF OAKLAND PARK	Millage	1712
Mailing Address	3650 NE 12 AVE OAKLAND PARK FL 33334	Use	91
Abbr Legal Description	14-49-42 W1/2 OF NW1/4 OF SW1/4 OF NE1/4		

The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Year	Land	Building / Improvement	Just / Market Value	Assessed / SOH Value	Tax
2019	\$617,100	\$897,120	\$1,514,220	\$1,514,220	
2018	\$617,100	\$897,120	\$1,514,220	\$1,514,220	\$8,002.68
2017	\$617,100	\$897,120	\$1,514,220	\$1,514,220	\$8,002.68

2019 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$1,514,220	\$1,514,220	\$1,514,220	\$1,514,220
Portability	0	0	0	0
Assessed/SOH	\$1,514,220	\$1,514,220	\$1,514,220	\$1,514,220
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type 14	\$1,514,220	\$1,514,220	\$1,514,220	\$1,514,220
Taxable	0	0	0	0

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
1/1/1966	WD	\$50,000	3164 / 134	\$121,000	5.10	AC
				Adj. Bldg. S.F. (Card, Sketch)		11745
				Eff./Act. Year Built: 1973/1968		

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
17						OP		
X								
1						95.27		



Re

The Broward County 2018 Tax Roll is Now Open for Collection. Tax Bills were mailed October 31st, and can now be paid online. 2018 3rd Installment Bills were mailed December 1st.

Enroll now for Next Year's (2019) Quarterly Installment Plan: Click Here for the 2019 online application which you can automatically email to our office when completed. Taxes paid through Escrow Arrangement are not eligible for this plan.

LOCAL BUSINESS TAX PAYMENTS. After your online payment is completed and confirmed, please **PRINT YOUR BUSINESS TAX RECEIPT** from the link shown on the same payment receipt page. To request a printed receipt to be mailed to you, contact businesstax@broward.org.

2019 Local Business Tax Delinquent Notices have been mailed out. Delinquent balances can be paid online unless State or Professional licenses/permits are required. Search your account by the Business Tax Receipt number shown on your Notice. A green "Pay Receipts" link will be displayed on the website for those businesses that qualify for online payments.

CREDIT & DEBIT CARD CONVENIENCE FEES: Credit and Debit card transactions will be charged 2.55% of the full payment amount (\$1.95 minimum fee). You will be shown and asked to approve the amount of this NON-REFUNDABLE convenience fee before completing your payment and check-out process. **There is NO FEE for making payment by eCheck.**

If you need to request Wire Payment Instructions: email your request to revenue@broward.org.

2018 Roll Details — Real Estate Account At 5100 NE 12 TER

Real Estate Account #494214-00-0010

Parcel details

Latest bill

Full bill history

Print this page

2018

2017

2016

2015

...

2004

PAID

PAID

PAID

PAID

NO
TAXES
DUE

PAID 2018-11-28

\$7,682.57

Receipt #14B-18-

00000020

Print Receipt

Owner: CITY OF OAKLAND PARK
3650 NE 12 AVE
OAKLAND PARK, FL 33334
Situa: 5100 NE 12 TER

Account number: 494214-00-0010

Alternate Key: 315309

Millage code: 1712
Millage rate: 19.96970

Assessed value: 1,514,220
School assessed value: 1,514,220

Exemptions

MUNICIPALITIES: 1,514,220

2018 Annual bill

Ad valorem: \$0.00
Non-ad valorem: \$8,002.68
Total Discountable: 8002.68
No Discount NAVA: 0.00
Total tax: \$8,002.68

 View

GIS - Property Appraiser

Legal description

14-49-42 W1/2 OF NW1/4 OF SW1/4 OF NE1/4

Location

Book, page, Item: --
Property class: 1
Township: 49
Range: 42
Section: 14
Use code: 91



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Bill History — Real Estate Account At 5100 NE 12 TER

Real Estate Account #494214-00-0010

[Parcel details](#)

[Latest bill](#)

[Full bill history](#)

[Print this page](#)

Amounts as of 02/07/2019

Bill	Balance				
2018 Annual Bill	\$0.00	11/28/2018	Paid \$7,682.57 Receipt #14B-18-00000020	Print (PDF)	
2017 Annual Bill	\$0.00	11/28/2017	Paid \$7,682.57 Receipt #04A-17-00000348	Print (PDF)	
2016 Annual Bill	\$0.00	12/02/2016	Paid \$7,682.57 Receipt #04B-16-00002254	Print (PDF)	
		Effective 11/30/2016			
2015 Annual Bill	\$0.00	12/04/2015	Paid \$7,682.57 Receipt #14B-15-00000085	Print (PDF)	
		Effective 11/30/2015			
2014 Annual Bill	\$0.00	01/26/2015	Paid \$6,585.06 Receipt #05A-14-00003057	Print (PDF)	
		Effective 11/28/2014			
2013 Annual Bill	\$0.00	12/12/2013	Paid \$6,585.06 Receipt #039-13-00001325	Print (PDF)	
		Effective 12/02/2013			
2012 Annual Bill	\$0.00	11/27/2012	Paid \$6,585.06 Receipt #20C 12 00001202	Print (PDF)	
Total Balance	\$0.00				

Bill	Balance		
2011 Annual Bill	\$0.00	04/04/2012 Paid \$8,585.06 Receipt #02C-11-00000559 Effective 11/30/2011	 Print (PDF)
2010 Annual Bill	\$0.00		 Print (PDF)
2009 Annual Bill	\$0.00		 Print (PDF)
2008 Annual Bill	\$0.00		 Print (PDF)
2007 Annual Bill	\$0.00		 Print (PDF)
2006 Annual Bill	\$0.00		 Print (PDF)
2005 Annual Bill	\$0.00		 Print (PDF)
2004 Annual Bill	\$0.00		 Print (PDF)
Total Balance	\$0.00		



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Status: Zoom In

Parcel Information

Sale Price 2.0

