

RESOLUTION NO. 2018 - 067

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A MAINTENANCE, INDEMNIFICATION, AND WORK AGREEMENT WITH JOHN DAVIS AND DINA J. DAVIS, TO ALLOW A GARAGE TO BE LOCATED SLIGHTLY WITHIN THE TOWN'S THIRTY FOOT ROAD AND DRAINAGE EASEMENT; WAIVING THE REQUIRED SETBACK TO ALLOW THE GARAGE TO BE PLACED WITHIN THE DESIRED LOCATION; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY, TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, John Davis and Diana J. Davis (hereinafter "Davis") own the property located at 5210 SW 130th Avenue (the "Property"); and

WHEREAS, to the South of the Davis property is a thirty foot road and drainage easement dedicated as part of the Reidenbach Plat, recorded in Plat Book 98, Page 31, of the Public Records of Broward County Florida; and

WHEREAS, the thirty foot road and drainage easement is maintained by Davis; and

WHEREAS, in 2017, Davis applied to construct a garage on the Property; and

WHEREAS, after meeting with the Town's Zoning Department, Davis was told that the garage could be placed within the Town's thirty foot road and drainage easement provided that Davis continued to maintain the easement, and provided that Davis signed a Maintenance, Indemnification, and Work Agreement, prepared by the Town Attorney; and

WHEREAS, the road and drainage easement as delineated in the attached survey (Exhibit B) is maintained by Davis; and

WHEREAS, this Resolution and the execution of the Maintenance, Indemnification, and Work Agreement, attached hereto as Exhibit "A", satisfies the Zoning Department's condition of approval.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Maintenance, Indemnification and Work Agreement between the Town of Southwest Ranches and John Davis and Dina J. Davis, attached hereto and incorporated herein by reference as Exhibit "A".

Section 3. The Town Council hereby approves the garage to be constructed in the location indicated on the survey attached hereto as Exhibit "B", and waives any required setback to allow the garage to be placed in this location.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Agreement in substantially the same form as that attached hereto as Exhibit "A," and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 23rd day of August, 2018 on a motion by

C/M Breitkreuz and seconded by C/M Schroeder.

McKay
Fisikelli
Breitkreuz
Jablonski
Schroeder

[Handwritten signatures for McKay, Fisikelli, Breitkreuz, Jablonski, and Schroeder]

Ayes
Nays
Absent
Abstaining

5
0
0
0

[Signature of Doug McKay]
Doug McKay, Mayor

Attest:

[Signature of Russell Muñiz]
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

[Signature of Keith Poliakoff]
Keith Poliakoff, Town Attorney

TOWN SIGNATURE PAGE

TOWN OF SOUTHWEST RANCHES

ATTEST:

By: _____
Doug McKay, Mayor

Russell Mufiz, MBA, MPA, MMC
Town Clerk

By: _____
Andrew Berns, Town Administrator

Approved as to Form and Correctness

Keith Poliakoff, Town Attorney

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Doug McKay, as Mayor and Andrew Berns, as Town Administrator for the Town of Southwest Ranches, who are personally known to me, or produced _____ as identification, and he/she did/did not take an oath.

My Commission Expires:

Notary Public

Printed name of Notary

EXHIBIT A

Prepared by and return to:
Carol Capri Kalliche, Attorney at Law
Saul Ewing Arnstein & Lehr LLP
200 E. Las Olas Boulevard
Suite 1000
Ft. Lauderdale, FL 33301

Property ID: 5040 26 03 0010

Maintenance, Indemnification and Work Agreement

THIS MAINTENANCE, INDEMNIFICATION AND WORK AGREEMENT, (“Agreement”) is made and entered into this ___ day of July, 2018, by and between JOHN DAVIS and DIANA J. DAVIS (“Owner”) whose address is 5210 SW 130th Ave., Southwest Ranches, Florida 33330, and TOWN OF SOUTHWEST RANCHES, whose address is 13400 Griffin Road, Southwest Ranches, Florida 33330 (“Town”).

WITNESSETH:

WHEREAS, Owner owns, in fee simple, the tract of real estate situated in the Town of Southwest Ranches, Florida, described as:

Lot A, Reidenbach Plat according to the map or plat thereof, as recorded in Plat Book 98, Page 31, of the Public Records of Broward County, Florida, hereinafter referred to as “**Owner Tract;**” and

WHEREAS, Town has been granted a 30’ road and drainage easement across the southern portion of the Owner Tract through the Reidenbach Plat, recorded in Plat Book 98, Page 31, of the Public Records of Broward County, Florida, which tract is hereinafter collectively referred to as “**Town Tract;**”; and

WHEREAS, Owner, at Owner’s expense, desires to construct a garage on a portion of the Town Tract (“**Improvements**”), as delineated in the attached Exhibit “**A**”; and

WHEREAS, Owner’s garage is either within the Town’s Tract or too close to the Owner’s Tract, which would necessitate approval by the Town Council; and

WHEREAS on August 23, 2018, the Town Council reviewed and approved this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the respective receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Town hereby grants Owner the right to construct and to maintain the Improvements over or adjacent to the Town Tract.

3. Aside as specifically specified herein, Owner agrees that the Improvements will conform with all requirements of the Town's Zoning Code and Code of Ordinances and Owner agrees to obtain all of the necessary permits and approvals for the construction of the Improvements.

4. Owner covenants that the Town Tract will remain unobstructed except for the Improvements described above.

5. Owner agrees to pay all costs and expenses of maintaining the Town Tract in good repair. The repairs and maintenance to be undertaken and performed shall include but not be limited to the keeping the surface level, free of holes, and obstructions.

6. **Indemnification:** Owner agrees that any liability of Town for personal injury to users of the Town Tract or to any workmen employed with respect to repair or maintenance under this Agreement, as well as any liability for damage to the Town Tract by any person or workman, as a result of or arising out of or under this Agreement, or in any way connected with the use of the Town Tract, shall be borne solely by the Owner and Owner agrees to indemnify, defend, protect same and hold Town harmless from and against any and all costs, losses, liability and expense arising in connection with any liability claim, threatened claim, action, lawsuit or any other matter which Town would be required to reply and/or defend.

7. Owner also agrees to indemnify Town against all liability for injury or damage to the Town Tract when such injury or damage shall result from, arise out of, or be attributable to the negligence, gross negligence, or intentional action of the Town including but not limited to a Town entity, contractee or assignee.

8. **Insurance:** Owner shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and minimum limits of liability specifically reflecting and including coverages for all acts, activities and omissions in any way arising out of the construction, maintenance or use of the Town Tract.

(A) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the Federal Employers' Liability Act. Contractor's Liability Insurance shall be provided with a minimum of one hundred thousand and 00/100 dollars (\$100,000.00) per accident. Owner agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment. This provision, 8 (A), shall only be effective during such period(s) of time that Owner has engaged contractors to construct, maintain or improve the Town Tract.

(B) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$100,000 per person or \$200,000 per occurrence Combined Single Limit Bodily Injury & Property Damage Coverage. Moreover, Owner shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability: (i) Premises and Operations; (ii) Independent Contractors; and (iii) Builder's Risk. This provision, 8 (B), shall only be effective during such period(s) of time that Owner has engaged contractors for the construction and maintenance of the Improvements.

(C) Upon completion of construction of the Improvements, Owner shall secure and shall maintain, at its own cost and expense, and keep in effect during the full term of this Agreement, a policy of insurance, which must include the same minimum limits of liability set forth in Section 8(B) above, including coverage for all claims, losses or damages arising from or in connection with the Improvements, which shall name the Town as an additional insured. The insurance coverage required hereunder may be included in the Owner's homeowner's insurance policy.

8.1 UPON CONTRACT EXECUTION, OWNER SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF OWNER UNDER THE AGREEMENT.

Insurance companies selected must be acceptable to Town. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to Town by certified mail.

8.2 These insurance requirements shall not relieve or limit the liability of Owner. Town does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Owner's interests or liabilities but are merely minimum requirements established by the Town's Administrator. Town reserves the right to require any other insurance coverage that Town deems necessary depending upon the risk of loss and exposure to liability.

8.3 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.4 Owner shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.

8.5 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town. Town shall provide written notice of occurrence within thirty (30) working days of Town's actual notice of such an event.

8.6 The Owner shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance herein described and the same has been approved by Town.

8.7 Violation of the terms of Section 8 and its sub-parts shall constitute a breach of the Agreement and Town, at its sole discretion, may terminate this Agreement.

9. Owner warrants and represents that Owner has good and marketable fee simple title to the Owner Tract, and has the authority to enter into this Agreement.

10. Either party may enforce this instrument by appropriate action in the courts of Broward County, Florida, and the prevailing party in any such action shall be entitled to attorneys' fees and costs in all levels of trial.

11. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment and use with respect to the Town Tract for themselves, their heirs, assigns, successors, tenants, business invitees, licensees and the general public shall be carried out. The rule of strict construction shall not apply to this Agreement.

12. Notwithstanding anything to the contrary herein contained, if the Town Council finds that there is a public necessity that would require the termination of this Agreement, upon the unanimous vote of the Town Council, the Town may terminate this Agreement by providing the Owner thirty (30) day written notice and through the execution and recording of a document setting forth the date of such termination and executed by the Town. In the event of such termination, Owner shall immediately remove its encroachment and return the property to its original condition, at Owner's sole cost and expense. For purposes of this paragraph only, a public necessity shall be defined as impacting the health, safety, and welfare of the Town's residents.

13. This Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners or lessees of the Owner Tract, (or any portion thereof), their successors and assigns.

14. If any part of this Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other or remaining provisions hereof.

15. This Agreement shall be recorded in the Public Records of Broward County, Florida at Owner's expense.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year first above written.

THIS SPACE INTENTIONALLY LEFT BLANK

SIGNATURES ON FOLLOWING PAGES

OWNER SIGNATURE PAGE

WITNESSES:

Emily Cruz
EMILY CRUZ

Print name of witness

Lorene Seeler Young
LORENE SEELER YOUNG

Print name of witness

OWNER:

John Davis
John Davis

Diana J. Davis
Diana J. Davis

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 3rd day of July, 2018, by John Davis and Diana J. Davis, who are personally known to me, or produced Valid drivers licenses as identification, and they did/did not take an oath.

My Commission Expires:

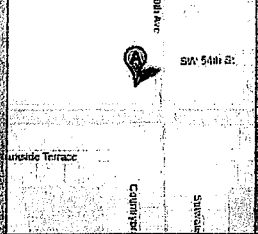
Lorene Seeler Young
Notary Public
LORENE SEELER YOUNG
Printed name of Notary

PREPARED BY:

EXACTA

Land Surveyors, Inc.

www.exactalands.com
Toll Free 866-735-1916 • F 866-744-2882



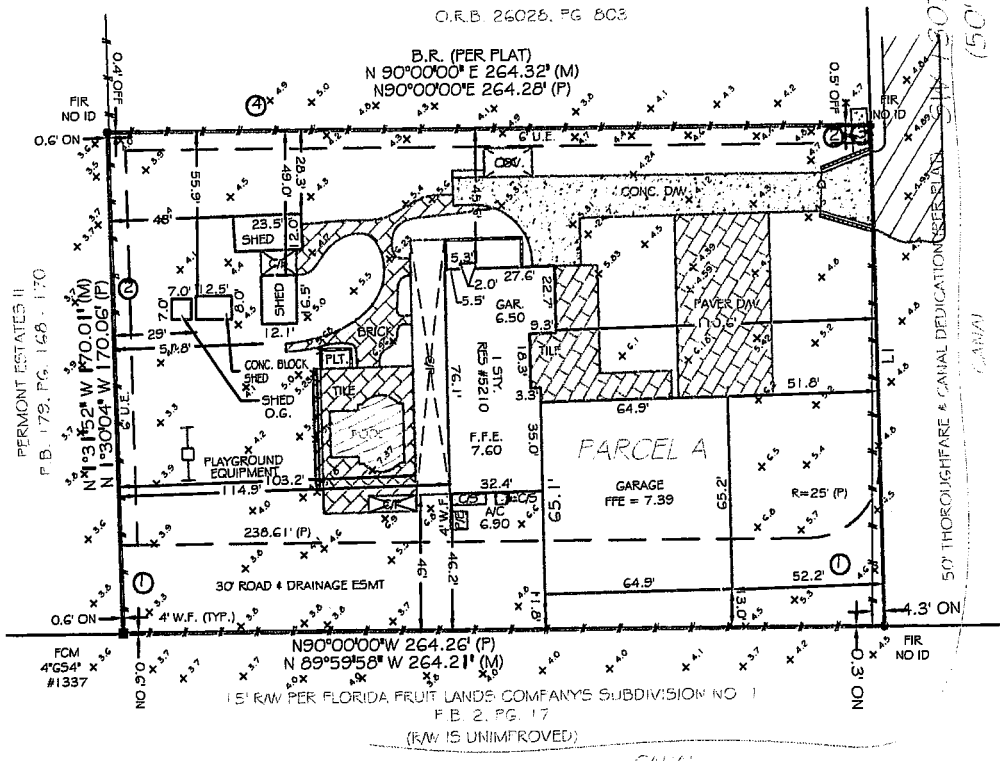
PROPERTY ADDRESS: 5210 SW 130TH AVENUE, SOUTHWEST RANCHES, FLORIDA 33330 SURVEY NUMBER: 1706.4163-02

FIELD WORK DATE: 3/14/2018 REVISION DATE(S): (REV. 0 3/21/2018)

1706416302
BOUNDARY AND TOPOGRAPHIC SURVEY
BROWARD COUNTY

TABLE:

LI 5	1°29'40"	E	170.06'	(P)
5	1°29'38"	E	170.01'	(M)



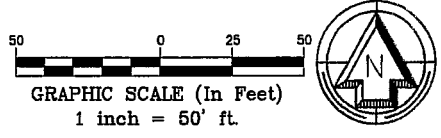
BASIS OF ELEVATIONS SHOWN:
FL PERMANENT REFERENCE NETWORK
DATUM: NAVD83

NOTE:
FENCE OWNERSHIP NOT DETERMINED

C. BOYD ALLEN
CERTIFICATE
No 3932

[Signature]

I hereby certify that this Boundary Survey of the hereon described property has been made under my direction and to the best of my knowledge and belief, it is a true and accurate representation of a survey that meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers, Chapter 31-17 of the Florida Administrative Code.



Use of This Survey for Purposes other than Intended, Without Written Verification, will be at the User's Sole Risk and Without Liability to the Surveyor.
Nothing hereon shall be Construed to Give ANY rights or Benefits to Anyone Other than those Certified.

FLOOD INFORMATION:
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE AH (WITH A BASE FLOOD ELEVATION OF 5). THIS PROPERTY WAS FOUND IN THE TOWN OF SOUTHWEST RANCHES, COMMUNITY NUMBER 120691, DATED 08/18/14.

- POINTS OF INTEREST**
1. 4' WOOD FENCE OVER 30' ROAD & DRAINAGE EASEMENT
 2. 4' WOOD FENCE OVER 6' UTILITY EASEMENT
 3. CONCRETE SLAB OVER 6' UTILITY EASEMENT

CLIENT NUMBER: _____ DATE: 3/21/2018

BUYER: JOHN DAVIS

SELLER: JOHN DAVIS

CERTIFIED TO: JOHN DAVIS

Florida Land Title Association AFFILIATE MEMBERS

FLTA

LEGAL DESCRIPTION:

PARCEL A, REIDENBACH PLAT ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 98, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

JOB SPECIFIC SURVEYOR NOTES:

THE BEARING REFERENCE OF N90°00'00"E IS BASED ON THE NORTHERLY PROPERTY LINE OF PARCEL 1, REIDENBACH PLAT, AS RECORDED IN PLAT BOOK 98, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

GENERAL SURVEYOR NOTES:

- 1. The Legal Description used to perform this survey was supplied by others. This survey does not determine or imply ownership.
2. This survey only shows improvements found above ground. Underground footings, utilities and encroachments are not located on this survey map.
3. If there is a septic tank, or drain field shown on this survey, the location is approximate as the location was either shown to Exacta by a third party or it was estimated by metal detection, probing rods, and visual above ground inspection only. No excavation was performed in order to determine the exact and accurate location.
4. This survey is exclusively for the use of the parties to whom it is certified.
5. Additions or deletions to this survey map and report by other than the signing party or parties is prohibited without written consent of the signing party or parties.
6. Dimensions are in feet and decimals thereof.
7. Due to varying construction standards, house dimensions are approximate.
8. Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain such data was performed at www.fema.gov.
9. All corners marked as set are at a minimum a 1/2" diameter, 18" iron rebar with a cap stamped LB#7337.
10. If you are reading this survey in an electronic format, the information contained on this document is only valid if this document is electronically signed as specified in Chapter SJ-17.062 (3) of the Florida Administrative Code and Florida Statute 472.025. The Electronic Signature File related to this document is prominently displayed on the invoice for this survey which is sent under separate cover. Manually signed and sealed logs of all survey signature files are kept in the office of the performing surveyor. If this document is in paper format, it is not valid without the signature and original raised seal of a Florida Licensed Surveyor.
11. Unless otherwise noted, an examination of the abstract of title was NOT performed by the signing surveyor to determine which instruments, if any, are affecting this property.
12. The symbols referred to in the legend and on this survey may have been enlarged or reduced for clarity. The symbols have been plotted at the center of the field location, and may not represent the actual shape or size of the feature.
13. Points of Interest (POI's) are selected above-ground improvements which may be in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. There may be additional POI's which are not shown, not called-out as POI's, or which are otherwise unknown to the surveyor. These POI's may not represent all items of interest to the viewer.
14. Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
15. The information contained on this survey has been performed exclusively, and is the sole responsibility of, Exacta Surveyors. Additional logo or references to third party firms are for informational purposes only.
16. Pursuant to F.S. 558.0035, an individual employee or agent may not be held individually liable for negligence.
17. House measurements should not be used for new construction or planning. Measurements should be verified prior to such activity.

LEGEND:

LEGEND: LINES/TYPES (UNLESS OTHERWISE NOTED) SURVEYOR'S LEGEND SURFACE TYPES (UNLESS OTHERWISE NOTED) SYMBOLS (UNLESS OTHERWISE NOTED)
BOUNDARY LINE IRON FENCE
STRUCTURE OVERHEAD LINES
CENTRILINE SURVEY TIE LINE
CHAIN-LINK OR WIRE FENCE WALL OR PARTY WALL
EASEMENT WOOD FENCE
EDGE OF WATER W/WT. FENCE
SURFACE TYPES: ASPHALT BRICK OR TILE, CONCRETE COVERED AREA, WATER WOOD
SYMBOLS: BENCH MARK, CENTRILINE, CENTRAL ANGLE OR DELTA, COMMON OWNERSHIP, CONTROL POINT, CONCRETE MONUMENT, CATCH BASIN, ELEVATION, FIRE HYDRANT, PND OR SET MONUMENT, GUYWIRE OR ANCHOR, MANHOLE, TREE, UTILITY OR LIGHT POLE, WELL
(C) CALCULATED, (D) DEED, (F) FIELD, (M) MEASURED, (P) PLAT, (R) RECORD, (S) SURVEY, A.S.B.L. ACCESSORY SETBACK LINE, A/C AIR CONDITIONING, B.C. BLOCK CORNER, B.F.P. BACKFLOW PREVENTOR, B.R. BEARING REFERENCE, B.R.L. BUILDING RESTRICTION LINE, B/W BAY/BOX WINDOW, BLDG. BUILDING, BLK. BLOCK, BM. BENCHMARK, B.S.M.T. BASEMENT, C CURVE, C.B. CONCRETE BLOCK, C.L.F. CHAIN LINK FENCE, C.O. CLEAN OUT, C.V.G. CONCRETE VALLEY GUTTER, CL. CENTER LINE, C/P COVERED PORCH, C/S CONCRETE SLAB, C/V CABLE TV RISER, CH CHORD BEARING, CHM. CHIMNEY, CONC. CONCRETE, CDR. CORNER, CDR. CONCRETE SIDEWALK, D.F. DRAIN FIELD, D.H. DRILL HOLE, D/W DRIVEWAY, E.O.W. EDGE OF WATER, ELEV. ELEVATION, E.M. ELECTRIC METER, ENCL. ENCLOSURE, ENT. ENTRANCE, E.U.B. FINISHED UTILITY BOX, O.G. ORIGINAL FINISHED FLOOR, F.F. FINISHED FLOOR, F.O.P. EDGE OF PAVEMENT, F.D.H. FOUND DRILL HOLE, F.C.M. FOUND CONCRETE MONUMENT, F.P. FOUND IRON PIPE, F.P.C. FOUND IRON PIPE & CAP, F.I.R. FOUND IRON ROD, F.R.C. FOUND IRON ROD & CAP, F.N. FOUND NAIL, F.N.A.D. FOUND NAIL AND DISC, F.N.D. FOUND, F.P.W. FOUND PARKER-KALON NAIL, F.P.W.D. FOUND PK NAIL & DISC, F.R.S.P.K. FOUND RAILROAD SPIKE, G.G. GARAGE, G.M. GAS METER, I.D. IDENTIFICATION, I.L. ILLEGIBLE, I.N.S.T. INSTRUMENT, I.N.T. INTERSECTION, L.L. LENGTH, L.B.F. LICENSE # - BUSINESS, L.S.P. LICENSE # - SURVEYOR, M.B. MAP BOOK, M.E.S. MITERED END SECTION, M.F. METAL FENCE, M.E.S. MITERED END SECTION, M.H. MANHOLE, N.R. NON RADIAL, N.T.S. NOT TO SCALE, NAVD83 NORTH AMERICAN VERTICAL DATUM OF 1988, NGVD29 NATIONAL GEODETIC VERTICAL DATUM OF 1929, O.C.S. ON CONCRETE SLAB, O.G. ON GROUND, O.R.B. OFFICIAL RECORD BOOK, O.R.V. OFFICIAL RECORD VOLUME, O.V. OVERALL, O/S OFFSET, O/SF OUTSIDE OF SUBJECT PARCEL, OH. OVERHANG, O.H.L. OVERHEAD LINES, O.I. INSIDE OF SUBJECT PARCEL, P.B. PLAT BOOK, P.C. POINT OF CURVATURE, P.C.C. POINT OF COMPOUND CURVATURE, P.C.R. PERMANENT CONTROL POINT, P.I. POINT OF INTERSECTION, P.J.B. POINT OF BEGINNING, P.O.C. POINT OF COMMENCEMENT, P.P. PINCHED PIPE, P.R.C. POINT OF REVERSE CURVATURE, P.R.M. PERMANENT REFERENCE MONUMENT, P.T. POINT OF TANGENCY, P/E POOL EQUIPMENT, P.G. PAGE, P.L.S. PROFESSIONAL LAND SURVEYOR, P.L.F. PLASTER, P.S.M. PROFESSIONAL SURVEYOR AND MAPPER, R. RADIUS OR RADIAL, R.R. RADIUS POINT, R/W RIGHT OF WAY, RES. RESIDENCE, R.O.E. RANGE, S.B.L. SET BACK LINE, S.C.L. SURVEY CLOSURE LINE, S.T.L. SURVEY TIE LINE, S.W. SEAWALL, S.G.D. SET BLUE DISC SIDEWALK, S.W. SIDEWALK, S.C.R. SCREEN, SEC. SECTION, S.E.P. SEPTIC TANK, S.E.W. SEWER, S.I.R.C. SET IRON ROD & CAP, S.N.M.D. SET NAIL & DISC, S.O.F.T. SQUARE FEET, S.T.Y. STORY, S.V. SEWER VALVE, T.O.B. TOP OF BANK, T.B.M. TEMPORARY BENCHMARK, T.W. TOWNSHIP, T.E.L. TELEPHONE FACILITIES, T.W.P. TOWNSHIP, T.X. TRANSFORMER, T.Y.P. TYPICAL, U.R. UTILITY RISER, U.S. UNDERGROUND, U.R. UTILITY RISER, V.F. VINYL FENCE, W.F. WOODEN FENCE, W.C. WITNESS CORNER, W.F. WATER FILTER, W.M. WATER METER/VALVE BOX, W.V. WATER VALVE, A.E. ACCESS EASEMENT, A.N.E. ANCHOR EASEMENT, C.M.E. CANAL MAINTENANCE ESMT, C.U.E. COUNTY UTILITY ESMT, D.E. DRAINAGE EASEMENT, D.U.E. DRAINAGE AND UTILITY ESMT, E.S.M.T. EASEMENT, I.E./E.E. INGRESS/REGRESS ESMT, I.R.E. IRRIGATION EASEMENT, L.A.E. LIMITED ACCESS ESMT, L.B.E. LANDSCAPE BUFFER ESMT, L.L. LANDSCAPE ESMT, L.L.M.E. LAKE OR LANDSCAPE MAINTENANCE EASEMENT, M.A.E. MAINTENANCE EASEMENT, P.U.E. PUBLIC UTILITY EASEMENT, R.O.E. ROOF OVERHANG ESMT, S.W.E. SIDEWALK EASEMENT, S.W.M.E. STORM WATER MANAGEMENT EASEMENT, T.U.E. TECHNOLOGICAL UTILITY ESMT, U.E. UTILITY EASEMENT

ELECTRONIC SIGNATURE: In complete accordance with Florida Statute 472.025 and Pursuant to the Electronic Signature Act of 1996 or Florida Statute TITLE XXXIX, Chapter 668, if this document was received electronically via PDF, then it has been lawfully Electronically Signed. Therefore, this survey PDF is authentic, is completely official and immutable. In order to validate the Electronic Signature of PDF Surveys sent via www.surveystars.com, you must use a hash calculator. A free hash calculator is available for download at: www.surveystars.com/links/validate-electronic-signatures-using-a-hash-calculator.shtml. In order to validate the Electronic Signature of any survey PDF sent via www.surveystars.com: 1. Download the Hash Calculator available at: www.surveystars.com/links/validate-electronic-signatures-using-a-hash-calculator.shtml. 2. Save the Survey PDF onto your computer from www.surveystars.com or from the email sent from www.surveystars.com. 3. Click the square Bowtie button in the upper right hand corner of the Hash Calculator to find and select the saved Survey PDF document, and click the COMPUTE button in the lower right hand corner of the Hash Calculator. 4. Compare the 40 digit string of characters in the SHA-1 line to the 40 digit SHA-1 characters for the survey in the job file in www.surveystars.com which is also printed on the invoice for that survey. 5. If the 40 digit string of SHA-1 characters are exactly the same on the invoice (or in the survey file at www.surveystars.com) as they are in the Hash Calculator, then this PDF is authentic. If the 40 digit string of characters does not match exactly, then this PDF has been tampered with and it is not authentic.

PRINTING INSTRUCTIONS: 1. While viewing the survey in Adobe Reader, select the "Print" button under the "File" tab. 2. Select a printer with legal sized paper. 3. Under "Print Range", click select the "All" toggle. 4. Under the "Page Handling" section, select the number of copies that you would like to print. 5. Under the "Page Scaling" selection drop down menu, select "None." 6. Uncheck the "Auto Rotate and Center" checkbox. 7. Check the "Choose Paper size by PDF" checkbox. 8. Click OK to print. TO PRINT IN BLACK + WHITE: 1. In the main print screen, choose "Properties". 2. Choose "Quality" from the options. 3. Change from "Auto Color" or "Full Color" to "Gray Scale".

OFFER VALID ONLY FOR: JOHN DAVIS EXACTA 10% OFF OF FUTURE SURVEYING SERVICES ON THIS PROPERTY, UP TO \$500. Exacta Land Surveyors, Inc. is a fully licensed and bonded professional land surveying firm. We are currently offering a 10% discount on all future surveying services on this property. This offer is valid for a limited time only. Please call us today to take advantage of this special offer. Expires 12/31/2010.