

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 7/22/2014	Open Agenda Yes <input type="checkbox"/> X No <input checked="" type="checkbox"/>	Special Order Request Yes <input type="checkbox"/> X No <input checked="" type="checkbox"/>	Agenda Item Number L-6
TITLE: Declaration of Restrictive Covenants and Establishment of Contingent Remainder Interest			
REQUESTED ACTION: Approve the Declaration of Restrictive Covenants (DRC) and Establishment of Contingent Remainder Interest.			
SUMMARY EXPLANATION AND BACKGROUND: <p>In 1928, the then Board of Public Instruction for Broward County (now known as The School Board of Broward County, Florida - SBBC) deeded approximately 46,191 square feet (1.03 acres) of real property located at 121 SW 3rd Street, Hallandale Beach, Florida 33009 to the then Town of Hallandale (now known as the City of Hallandale Beach). In 1938, the SBBC modified the deed. However, language in the original and modified deed stated that the conveyed real property must be utilized by the City for municipal building, as a site for a civic or community center, or building to be erected thereon for use as a civic or community center or the site for public park purposes. Sometime thereafter, the City constructed its first fire station (Fire Station No. 7) on the property.</p> <p>Information provided by the City indicates that Fire Station No. 7 (which is its main fire station) is approximately 12,000 square foot. However, the City states that the fire station is outdated and such, it wants to construct a more modern 22,000 square foot fire facility at another location. To this end, it has entered into contract with a private entity for the purposes of selling the real property (land) deeded by the School Board. The City intends to use the public proceeds (\$830,000.00) realized from the sale of the property in a manner that meets the original intent of the restrictive covenant, towards the acquisition and construction of a new municipal facility, the 22,000 sq. ft. fire station. To enable closing on this sale, the City is requesting that the School Board take formal action to transfer the reverter clause stated in the 1928 original and later modified 1938 deed to another City owned real property and allow for the proceeds of said property to be used for a new municipal property.</p> <p>In addition to using the public proceeds from the sale of the 1.03 acres of property for a municipal building for the City of Hallandale, City approved Resolution No. 2014-53 proposed to transfer the original reverter clause to a City owned real property as known as Chaves Lake, a property located adjacent to Hallandale High School. Also, the Resolution cited the acreage for Chaves Lake as 3.88 acres. However, a letter dated July 11, 2014 (Exhibit 9) and an updated survey provided by the City Manager, indicates that the 3.88 acre cited in the Resolution was updated, and that the actual land portion of Chaves Lake which is the subject of the transfer is 3.11 acres. The City has advised District staff that its public works department currently utilizes the Chaves Lake site for municipal purpose to store items such as fill, mulch, etc. Additionally, that it intends to construct a multi-purpose park facility consisting of picnic shelters, trail, and boat/canoe rental facility; and furthermore that the park facility is a component of its park master plan. The City states that the planned facility may be constructed within five to six years. This planned construction is predicated on utilization of funds from a bond the City plans to float in the November 2014 if approved by the voters. If the bond fails, the park facility may be constructed in 15 years or sooner. On May 21, 2014, the City of Hallandale Beach City Commission passed Resolution No. 2014-53, which transferred the reverter clause from the School Board, deeded land to the Chaves Lake site. This DRC has been reviewed and approved as to form and legal content by the Office of the General Counsel. Upon approval by the SBBC, the City will execute the Agreement.</p>			
SCHOOL BOARD GOALS: ___•Goal 1:High Quality Instruction. X•Goal 2: Continuous Improvement. ___•Goal 3:Effective Communication.			
FINANCIAL IMPACT: There is no financial impact to the School District; therefore, a Collaboration Form from the Capital Budget Department is not required.			
EXHIBITS: (List) 1. Executive Summary; 2. 1928 Warranty Deed and 1938 Modification of Restrictions; 3. Termination of Restrictive Covenants and Release of Reverter Rights; 4. Declaration of Restrictive Covenants and Establishment of Contingent Remainder Interest; 5. Existing Conditions - Chaves Lake Site; 6. Proposed Chaves Lake Park; 7. City of Hallandale Beach Resolution No. 2014-53; 8. City of Hallandale Request/Description of transfer; 9. Letter dated July 11, 2014 and Estoppel Letter.			
BOARD ACTION: See attached Amendment APPROVED AS AMENDED (For Official School Board Records' Office Only)		SOURCE OF ADDITIONAL INFORMATION: Chris O. Akagbosu (754) 321-2162 Name Phone	

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Leslie M. Brown
 Chief Portfolio Services Officer

Approved in Open Board Meeting on:

By:

Form #4189
 Revised 12/12 RW/RLMB/COA:SU

School Board Chair

L-6 Amendment – July 22, 2014 Regular Meeting

Motion to Amend (Carried)

Motion was made by Mrs. Good, seconded by Mrs. Rupert and carried, to amend Declaration of Restrictive Covenants and Establishment of Contingent Remainder Interest, page 1, paragraph 4., to be modified to include contingency language whereby the reversion of the property would be at the School Board's discretion rather than automatic.

EXECUTIVE SUMMARY

Declaration of Restrictive Covenants and Establishment of Contingent Remainder Interest

As justification for proceeding to sell the real property deeded (land) by the School Board to it, the City states that the 12,000 square feet fire station (Fire Station No. 7) which it built on the land was constructed more than 40 years ago, at a time when fire service for City residents was almost exclusively male and the requirements for space, security, emergency response and preparedness were not what today's standards require. Additionally that the Fire Station is the oldest operating fire station in the City, and its location and size can no longer accommodate its diverse fire professionals nor efficiently and effectively serve the community. Therefore, its inadequate size and location has placed a hardship on the City including affecting response times to its residents. To this end, the City intends to construct a new 22,000 square feet fire station in the City's northwest neighborhood, which is also home to Hallandale High School.

As stated herein, the City is currently in contract with a private entity to sell the existing Fire Station No. 7 site to that entity and is hereby requesting the School Board to take formal action to transfer the "reverter" provision in the subject deed to the Chaves Lake site which is adjacent to Hallandale High School.

Prior to scheduling this item for School Board consideration, District staff held several meetings with key City staff that included its City Manager, representative of its City Attorney's Office, and Development Services Director to discuss the City's request, and seek further clarifications/answers to District staff's questions about the Chaves Lake site. At the conclusion of the meetings, staffs questions were answered and as requested, City staff provided pertinent requested document about the Chaves Lake site to staff:

Questions	City Response
Environmental Study	City Responsibility
What currently stored in the Site	Public Works Storage Yard, Pictures Provided
Drainage for I-95	Via underground pipe in a north/south easement, along western border of site, outfalls into Lake
Commitment to Construct Park Facility	Yes, in adopted Parks Master Plan, Currently Seeking Funding Approval
Hallandale High School agrees to utilize Park Facility	OK

As such, staff feels comfortable in recommending that the School Board should transfer the "reverter" provision as articulated in the Declaration of Restrictive Covenants to the Chaves Lake site.

Prior to certain meetings with the City representatives, staff held discussions with the school principal of Hallandale High School regarding potential interest for the School to utilize a future Chaves Lake park, and the principal expressed interest in utilizing the facility when constructed. As a result, in discussions with the City representatives, staff requested that if the City proceeds to develop the Chaves Lake site into a multi-purpose park facility, Hallandale High School which is located adjacent to the site should be able to utilize the park facility. City representatives welcomed and expressed support for this future use of the park facility by the High School. Consensus with City representatives is that an appropriate instrument between the School Board and the City Commission will be entered into in the near future to allow for this future use of the park facility by Hallandale High School.

WARRANTY DEED

DEED 192 PAGE 223

THIS DEED, made this 3rd day of October, A. D. 1928, by THE BOARD OF PUBLIC INSTRUCTION FOR THE COUNTY OF BROWARD, STATE OF FLORIDA, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Broward and State of Florida, hereinafter called the grantor, to the TOWN OF HALLANDALE, a municipal corporation of Florida, hereinafter called the grantee,

WITNESSETH, That the said grantor, in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, does give, grant, bargain, sell, alien, remise, release, convey and confirm unto the said grantee, and its successors and assigns in fee simple, the lands situate in Broward County, State of Florida, described as follows:

North Half (1/2) of Lot Two (2) in Block Twelve (12) of the Subdivision of Section Twenty-Seven (27), Township Fifty-one (51) South, Range Forty-two (42) East, containing five (5) and 43/100 acres of land, more or less, according to the plat thereof recorded in Plat Book 234, page 13 of the public records of Dade County, Florida.

The grantee for itself, its successors and assigns, by accepting this deed agrees that the lands herein conveyed shall be used only for any one or more of the following purposes:

As a site for a municipal building; as a site for a civic or community center and buildings now existing or to be erected thereon for use as a

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DEED 192 000224

civic or community center by citizens of the town of Hallandale and by all civic and community organizations of said town; for public park purposes and as a site upon which appropriate buildings may be erected for use incidental to park purposes.

It shall be the duty of the grantee herein, its successors and assigns, to prevent the use of said lands for purposes other than hereinbefore set forth, and the breach of this provision of this deed by said grantee, its successors or assigns, in failing to prevent the use of said lands for purposes other than as herein set forth, shall automatically cause the title to the same to revert to and become vested in the grantor herein, its successors and assigns.

This conveyance is made subject to taxes, if any, outstanding against the above described lands.

TO HAVE AND TO HOLD the same together with the hereditaments and appurtenances, unto the said grantee, and its successors and assigns in fee simple.

AND the said grantor, for itself and its successors and assigns, covenants with said grantee, its successors and assigns, that said grantor is indefeasibly seized of said land in fee simple; that said grantor has full power and lawful right to convey said land in fee simple, as aforesaid; that it shall be lawful for said grantee, its successors and

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DEED 192 PAGE 225

assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land; that said land is free from all encumbrances; that said grantor, its successors and assigns, will make such further assurances to perfect the fee simple title to said land in said grantee, its successors and assigns, as may reasonably be required; and that said grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the grantor has caused these presents to be signed in its name by its Chairman, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

THE BOARD OF PUBLIC INSTRUCTION
FOR THE COUNTY OF BROWARD,
STATE OF FLORIDA.

By *Donahue*
Chairman

Attest:

Yvonne ...
Secretary

Signed, sealed and delivered
in our presence:

Mary Barber
Ernest ...

Ernest ...

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DEED 192 PAGE 226

STATE OF FLORIDA)
COUNTY OF BROWARD }

I HEREBY CERTIFY, That on this
2nd day of October, A. D. 1928, before me personally appeared G. S. MAHARJAN and JAMES S. RICKARDS, respectively Chairman and Secretary of THE BOARD OF PUBLIC INSTRUCTION FOR THE COUNTY OF BROWARD, STATE OF FLORIDA, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing deed, 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 the said instrument is the act and deed of said corporation.

WITNESS my signature and official
seal at Fort Lauderdale, in the County of Broward and
State of Florida, the day and year last aforesaid.

Frank A. Rickards
County Clerk
My Commission Expires:
Dec. 31, 1928

CLERK OF BROWARD.

This instrument filed for record

on 10-28-28 and recorded in book

192-226

FRANK A. RICKARDS

County Clerk

CHM:L

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DEED 318 REC 533

MODIFICATION OF RESTRICTIONS

THIS INDENTURE OF MODIFICATION of Restrictions made and executed this 26th day of August, A. D. 1938, by the Board of Public Instruction for the County of Broward and State of Florida, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Broward and State of Florida,

WITNESSETH:

1. WHEREAS, on October 2, 1928, The Board of Public Instruction for the County of Broward and State of Florida, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Broward and State of Florida, made and executed and delivered to the Town of Hallendale, a municipal corporation of Florida, a warranty deed conveying the following described land situate in Broward County, Florida, to-wit:

1/2 of Lot 2 in Block 12 of the Subdivision of Section 27, Township 51 South, Range 42 East, containing five (5) and 43/100 acres, more or less, according to the plat thereof recorded in Plat Book "B", page 13 of the public records of Dade County, Florida.

which was filed for record and recorded on October 4, 1928, in the office of the Clerk of the Circuit Court of Broward County, Florida, and recorded in Deed Book 192, page 223, thereof, and

2. WHEREAS, the aforesaid conveyance to the above described land contained the following recital, to-wit:

"The grantee for itself, its successors and assigns, by accepting this deed agrees that the lands herein conveyed shall be used only for any one or more of the following purposes:

As a site for a municipal building; as a site for a civic or community center and buildings now existing or to be erected thereon for use as a civic or community center by citizens of the Town of Hallendale and by all civic and community organizations of said town; for public park purposes and as a site upon which appropriate buildings may be erected for use incidental to park purposes.

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It shall be the duty of the grantee herein, its successors and assigns, to prevent the use of said lands for purposes other than hereinabove set forth, and the breach of this provision of this deed by said grantee, its successors or assigns, in failing to prevent the use of said lands for purposes other than as herein set forth, shall automatically cause the title to the same to revert to and become vested in the grantor herein, its successors and assigns."

3. and WHEREAS, Town of Hallandale, a municipal corporation of Florida, is now the owner of the fee simple title to the land hereinabove described, and described in said warranty deed of conveyance, and

4. WHEREAS, it is the desire of The Board of Public Instruction for Broward County, State of Florida, to modify said covenants and restrictions contained in said deed of conveyance so the same will read as follows:

"The grantee for itself, its successors and assigns, by accepting this deed agrees that the lands herein conveyed shall be used only for one or more of the following purposes:

As a site for municipal buildings; as a site for a civic or community center and buildings now existing or to be erected thereon for use as a civic or community center by citizens of the Town of Hallandale and by all civic and community organizations of said town; for public park purposes and as a site upon which appropriate buildings may be erected for use incidental to park purposes.

It shall be the duty of the grantee herein, its successors and assigns, to prevent the use of said lands for purposes other than hereinabove set forth, and the breach of this provision of this deed by said grantee, its successors or assigns, in failing to prevent the use of said lands for purposes other than as herein set forth, shall automatically cause the title to the same to revert to and become vested in the grantor herein, its successors and assigns."

5. NOW, THEREFORE, for and in consideration of the premises and the sum of \$1.00 and other good and valuable consideration unto the said The Board of Public Instruction for the County of Broward and State of Florida, a corporation existing under the laws of the State of Florida, especially moving, the said The Board of Public Instruction for the County of Broward and State of Florida, a corporation existing under the laws of the State of Florida, having its principal place of business in Broward County, Florida, for itself and its successors and assigns, does hereby consent and agree to modify and does hereby modify the said restrictive covenants contained in the aforesaid deed so that the same shall read as follows:

"The grantee for itself, its successors and assigns, by accepting this deed agrees that the lands herein conveyed shall be used only for one or more of the following purposes:

As a site for municipal buildings; as a site for a civic or community center and buildings now existing or to be erected thereon for use as a civic or community center by citizens of the Town of Hallandale and by all civic and community organizations of said town; for public park purposes and as a site upon which appropriate buildings may be erected for use incidental to park purposes.

It shall be the duty of the grantee herein, its successors and assigns, to prevent the use of said lands for purposes other than hereinabove set forth, and the breach of this provision of this deed by said grantee, its successors or assigns, in failing to prevent the use of said lands for purposes other than as herein set forth, shall automatically cause the title to the same to revert to and become vested in the grantor herein, its successors and assigns."

6. The provisions hereof shall inure to the benefit of the grantee, The Town of Hallandale, a municipal corporation of Florida, in said deed, its successors and assigns forever, and all persons claiming title by, through or under the Town of Hallandale, a municipal corporation of Florida, directly or indirectly, immediately or remotely. The said Town of Hallandale, a municipal corporation of Florida, grantee in said deed, and its successors, grantees and assigns thereunder shall enjoy the benefits conferred by this indenture.

7. It is the intention of the Board of Public Instruction for the County of Broward and State of Florida, a corporation existing under the laws of the State of Florida, to modify the aforesaid covenants and restrictions as hereinabove set forth.

IN WITNESS WHEREOF, the said The Board of Public Instruction for the County of Broward and State of Florida, a corporation existing under the laws of the State of Florida, has caused this instrument to be executed in its name by its proper officers and the corporate seal affixed by its said officers the day and year first above written.

Attest:

The Board of Public Instruction for the
County of Broward, State of Florida

William J. Bennett
Secretary

A. L. M. M. M.
Chairman

Executed in Presence of:

Marta Oliver
Thomas Byrd

Doc 318 536

Notary Public—Form 101

STATE OF FLORIDA
COUNTY OF BROWARD

Before me personally appeared A. L. M. Russ
and Alvin J. Bennett, to me well known and
known to me to be the ~~Chairman~~ Secretary of Broward State of Florida,
respectively of The Board of Public Instruction for the County, the corporation
named in the foregoing instrument, and known to me to be the persons who as such officers of said corporation,
executed the same, and they and those the said A. L. M. Russ and the said
Alvin J. Bennett did acknowledge before me that said
instrument is the free act and deed of said corporation by them respectively executed as such officers for the pur-
poses therein expressed that the seal thereunto attached is the corporate seal by them in like capacity affixed;
all under authority in them duly vested by the Board of ~~Directors~~ Officers of said corporation.

WITNESS my hand and official seal this 26 day of August, 19 38

James B. Byrd
Notary Public in and for the County and State Aforesaid
My commission expires: April 25, 1939

Doc 318-537

**RESOLUTION AUTHORIZING EXECUTION OF
INDEMTURE OF MODIFICATION OF RESTRICTIONS
AGAINST NORTH HALF OF LOT TWO
OF BLOCK TWELVE OF THE SUBDIVISION OF
SECTION 27, TOWNSHIP 31 SOUTH, RANGE
42 EAST, SAID PROPERTY FORMERLY BEING
THE OLD HALLANDALE SCHOOL PROPERTY.**

WHEREAS, the Board of Public Instruction for the County of Broward and State of Florida, made, executed and delivered to the Town of Hallandale, a certain deed of conveyance describing the following property, to-wit:

of Lot 2 in Block 12 of the subdivision of Section 27, Township 31 South, Range 42 East, containing five (5) and 43/100 acres of land, more or less, according to the plat thereof recorded in Plat Book "B", page 13 of the public records of Dade County, Florida.

which deed was dated October 2, 1928, and filed for record and recorded on October 4, 1928, in Deed Book 192, at page 203 of the public records of Broward County, Florida, and

WHEREAS, said deed of conveyance describing said property contained the following recital:

"The grantee for itself, its successors and assigns, by accepting this deed agrees that the lands herein conveyed shall be used only for any one or more of the following purposes:

as a site for a municipal building; as a site for a civic or community center and buildings now existing or to be erected thereon for use as a civic or community center by citizens of the Town of Hallandale and by all civic and community organizations of said town; for public park purposes and as a site upon which appropriate buildings may be erected for use incidental to park purposes.

It shall be the duty of the grantee herein, its successors and assigns, to prevent the use of said lands for purposes other than hereinabove set forth, and the breach of this provisions of this deed by said grantee, its successors or assigns, in failing to prevent the use of said lands for purposes other than as herein set forth, shall automatically cause the title to the same to revert to and become vested in the grantor herein, its successors and assigns."

NO 312-233

NO 312-233

WHEREAS, it is the desire of this Board to modify the said covenants and restrictions in said deed to read as follows:

"The grantee for itself, its successors and assigns, by accepting this deed agrees that the lands herein conveyed shall be used only for any one or more of the following purposes:

As a site for municipal buildings; as a site for a civic or community center and buildings now existing or to be erected thereon for use as a civic or community center by citizens of the Town of Hallandale and by all civic and community organizations of said town; for public park purposes and as a site upon which appropriate buildings may be erected for use incidental to park purposes.

It shall be the duty of the grantee herein, its successors and assigns, to prevent the use of said lands for purposes other than hereinabove set forth, and the breach of this provisions of this deed by said grantee, its successors or assigns, in failing to prevent the use of said lands for purposes other than as herein set forth, shall automatically cause the title to the same to revert to and become vested in the grantor herein, its successors and assigns."

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Instruction for the County of Broward and State of Florida, that the restrictions and covenants recited and set forth in said deed of conveyance be and the same are hereby modified and amended to read as follows:

"The grantee for itself, its successors and assigns, by accepting this deed agrees that the lands herein conveyed shall be used only for any one or more of the following purposes:

As a site for municipal buildings; as a site for a civic or community center and buildings now existing or to be erected thereon for use as a civic or community center by citizens of the Town of Hallandale and by all civic and community organizations of said town; for public park purposes and as a site upon which appropriate buildings may be erected for use incidental to park purposes.

It shall be the duty of the grantee herein, its successors and assigns, to prevent the use of said lands for purposes other than hereinabove set forth, and the breach of this provisions of this deed by said grantee, its successors or assigns, in failing to prevent the use of said lands for purposes other than as herein set forth, shall automatically cause the title to the same to revert to and become vested in the grantor herein, its successors and assigns."

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BE IT FURTHER RESOLVED that the Chairman and Secretary of this Board are hereby authorized to make, execute and deliver to the Town of Hallandale, a Florida municipal corporation, an indenture of modification of said restrictions, modifying said restrictions in accordance with the terms of this resolution

Passed and adopted this 26th day of August, A. D. 1938.

I, ULRIC J. BENNETT, Secretary of the Board of Public Instruction for the County of Broward, State of Florida, and recording officer of the minutes of said Board, and Custodian of the records and books of said Board, do hereby certify that the foregoing is a true and correct copy of the Resolution passed and adopted by the Board of Public Instruction of Broward County, Florida, at a duly convened meeting of said Board held at the Broward County Courthouse in the City of Fort Lauderdale, Broward County, Florida, on the 26th day of August, A. D. 1938.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Board of Public Instruction for the County of Broward and State of Florida, in the City of Fort Lauderdale, Broward County, Florida, this 26th day of August, A. D. 1938.

Ulric J. Bennett
Secretary of the Board of Public
Instruction for the County of Broward
and State of Florida.

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument filed for record 6th day of Sept 1938 and recorded in book 318 on page 539 RECORD VERIFIED.

E. B. BENNETT, Clerk of the Circuit Court
Clay May A. C.

PREPARED BY:
Brendan Aloysius Barry, Esq.
Shults & Bowen LLP
200 East Broward Boulevard, Suite 2100
Ft. Lauderdale, FL 33301

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BROWARD COUNTY COMMISSION
DEPUTY CLERK 3116
#1, 5 Pages

RECORD & RETURN TO:
Carol Capri Kalliche, Attorney at Law
Arnstein & Lehr LLP
200 East Las Olas Boulevard, Suite 1000
Ft. Lauderdale, FL 33301

**TERMINATION OF RESTRICTIVE COVENANTS AND
RELEASE OF REVERTER RIGHTS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CITY OF HALLANDALE BEACH, a Florida municipal corporation, f/k/a **TOWN OF HALLANDALE**, a political subdivision of the State of Florida, whose address is 400 South Federal Highway, Hallandale Beach, FL 33009 (the "**Grantee**") is the owner of that certain land situate and being in the County of Broward, State of Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, the Property was transferred to Grantee by The Board of Public Instruction for the County of Broward, State of Florida, a corporation existing under the laws of the State of Florida, now known as **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, whose address is 600 SE 3rd Avenue, Ft. Lauderdale, FL 33301 (the "**Grantor**") by virtue of that certain Warranty Deed, dated October 2, 1928 and recorded in Deed Book 192, at Page 223, of the Public Records of Broward County, Florida, as modified by Modifications of Restrictions dated August 26, 1938 recorded in Deed Book 318, at Page 533, of the Public Records of Broward County, Florida (collectively, the "**Deed**"); and

WHEREAS, the Deed contains certain restrictive covenants for the benefit of Grantor, its successors and assigns, providing that the Property shall only be used for one or more of the following purposes: a site for municipal building; as a site for a civic or community center and building now existing or to be erected thereon for use as a civic or community center by citizens of the Town of Hallandale and by all civic and community organization of said town; for public park purposes and as a site upon which appropriate buildings be erected for use incidental to park purposes (the "**Restrictive Covenants**"); and

WHEREAS, the Deed further provides that Grantee, its successors and assigns shall have the duty to prevent the use of the Property for purposes other than as permitted by the Restrictive Covenants and the breach of the Restrictive Covenants shall automatically cause title to the Property to revert to and become vested in the Grantor, its successors and assigns ("**Reverter Rights**"); and

(5)

WHEREAS, Grantor and Grantee desire to irrevocably terminate all Restrictive Covenants and Grantor desires to irrevocably release all Reverter Rights.


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

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grantor and Grantee hereby irrevocably terminate all Restrictive Covenants set forth in the Deed.
3. Grantor does hereby irrevocably and immediately release, terminate, quit, discharge, extinguish and quit claim forever, any and all Reverter Rights set forth in the Deed.
4. All Restrictive Covenants and Reverter Rights set forth in the Deed are hereby null and void and of no further force or effect.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument as of July 29, 2014.


[EXECUTIONS COMMENCE ON FOLLOWING PAGE]

Signed, Sealed and Delivered
In the presence of:


Robert W. Runcle, as Superintendent of
Broward County Public Schools

GRANTOR:

THE SCHOOL BOARD OF BROWARD
COUNTY FLORIDA

By: 
Patricia Good, as Chair of the School Board
of Broward County, Florida


Approved as to form and sufficiency:


J. Paul Carland, II, General Counsel

STATE OF FLORIDA
COUNTY OF BROWARD

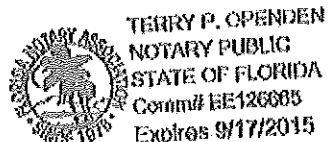
The foregoing instrument was acknowledged before me this 16th day of July, 2014, by
Patricia Good, as Chair of the School Board of Broward County, Florida who personally
known to me or has produced _____ as identification and who did (not)
take an oath.

(NOTARY SEAL)


Notary Public
Print Name: Terry P. Openden

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GRANTEE:

CITY OF HALLANDALE BEACH, a political
Subdivision of the State of Florida

By: [Signature]
Renee C. Miller, City Manager

Witness

Print name: Danfer Pearson

Witness

Print name: Chris Talmadge

Approved as to form and sufficiency

[Signature]
Lynn Whitfield, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of July, 2014, by Renee C. Miller, City Manager of CITY OF HALLANDALE BEACH, a political Subdivision of the State of Florida, who is personally known to me or has produced _____ as identification and who did (not) take an oath.

[Signature]
Notary Public

Print Name: Michelle C. Mack

My Commission Expires: March 26, 2018

(NOTARY SEAL)

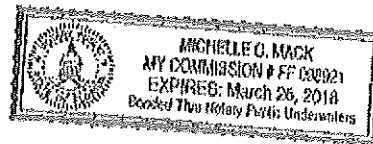


EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A portion of Lot 2, Block 12, lying within the Northwest Quarter of the Southwest Quarter of Section 27, Township 51 South, Range 42 East of the Subdivision of Section 27, Township 51 South, Range 42 East, according to the "Map of the Town of Hallandale", as recorded in Plat Book "B", Page 13, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Lot 2, also being the West one-quarter (1/4) corner of said Section 27, Township 51 South, Range 42 East; thence North 88°09'35" East, along the North line of said Lot 2, Block 12 and along the East-West one quarter (1/4) section line of said Section 27, a distance of 25.00 feet to the Point of Beginning; thence continue North 88°09'35" East, a distance of 170.91 feet to a point; thence South 01°50'22" East, a distance of 66.00 feet to a point; thence South 16°12'09" West, a distance of 90.44 feet to a point; thence South 01°50'22" East, a distance of 90.59 feet to a point; thence South 88°26'04" West, a distance of 144.06 feet to a point on a line 25.00 feet East of and parallel with the West line of said Lot 2, Block 12, and the West line of said Section 27, said point also being in the East right of way line of Southwest 2nd Avenue; thence North 01°33'56" West, on said parallel line and the East right of way line of Southwest 2nd Avenue, a distance of 241.90 feet to the Point of Beginning.

Said lands situate lying and being in Broward County, Florida.

2

This Instrument Prepared By,
Record & Return to:
Brendan Aloysius Barry, Esq.
Shutts & Bowen LLP
200 East Broward Boulevard, Suite 2100
Fort Lauderdale, FL 33301

INSTR # 112445198
CR BK 50983 Pages 726 - 732
RECORDED 08/01/14 03:28:58 PM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 3110
#2, 5 Pages

**DECLARATION OF RESTRICTIVE COVENANTS AND
ESTABLISHMENT OF CONTINGENT REMAINDER INTEREST**

THIS DECLARATION OF RESTRICTIVE COVENANTS AND ESTABLISHMENT OF CONTINGENT REMAINDER INTEREST (the "Agreement"), is made as of the 21st day of July, 2014, by CITY OF HALLANDALE BEACH, a political Subdivision of the State of Florida, 400 South Federal Highway Hallandale Beach, FL 33009 (the "Grantor"), in favor of THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, 600 SE 3rd Avenue, Ft. Lauderdale, FL 33301 (the "Grantee").

RECITALS:

- A. Grantor is the owner in fee simple of that certain property located in Broward County, Florida, more particularly described in Exhibit "A" attached hereto (the "Property").
- B. Grantor desires to place certain restrictions upon the use of the Property for the benefit of Grantee as set forth herein.

AGREEMENT:

Now, therefore, for and in consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby declares as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference.
2. Use. The existing and planned use of the Property shall be for the following purposes:
 - (a) As a site for public park and recreational purposes and as a site upon which appropriate buildings may be erected for use incidental to park and recreational purposes;
 - (b) Grantor's existing use of the Property may continue as a site for public work purposes until such time as the Grantor commences as a planned development of the Property for a public park or recreational use (the "Restrictive Covenants").
3. Grantor's Duty. Grantor shall have the duty to prevent the use of the Property for purposes other than as permitted by the Restrictive Covenants as defined and set forth in Section 2 above.
4. Remedies; Remainder Interest. In the event of a breach of the Restrictive Covenants, as defined in Section 2 above, Grantee shall elect in writing to Grantor, within a reasonable time after notice

of such non-conforming use, whether the title to the Property shall become vested in the Grantee (the "Remainder Interest"), or title to the Property shall remain vested in Grantor.

5. Post Reverter Environmental Matters. If the Remainder Interest vests in Grantee pursuant to Section 4 above, Grantor agrees to indemnify Grantee from any and all "Losses" imposed upon or incurred by or asserted against any Grantee arising out of Grantor's violations of an "Environmental Law" in connection with the Property during Grantor's ownership; provided, however, that nothing contained in this section shall impose liability upon Grantor (i) with respect to conditions or circumstances which were caused, in whole or in part, by, through, under or account of Grantee; and (ii) unless and until the Remainder Interest vests pursuant to Section 4 above. For the purpose of this Section, the term "Losses" shall mean all losses, damages (excluding consequential damages), claims, suits, judgments, awards, liabilities, obligations, debts, litigation costs, and attorneys' fees incurred in connection with judicial or administrative proceedings, actions, claims, suits, judgments. For the purpose of this Section, the term "Environmental Law" shall mean the federal, state and local laws, statutes, ordinances, rules, regulations relating to hazardous substances including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (as amended, including, without limitation, the Superfund Amendments and Reauthorization Act of 1986, "CERCLA"), 42 U.S.C. §9601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986; the Hazardous Substances Transportation Act; the Resource Conservation and Recovery Act (including but not limited to Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Federal Water Pollution Control Act; and the Federal Insecticide, Fungicide and Rodenticide Act.

6. Separate Agreement for Grantee's Access to the Property. Grantor and Grantee understand and agree to provide, by separate written agreement, for the parties' mutual understanding concerning such other privileges, rights, obligations, terms and/or conditions which will govern Grantee's access and use of the Property at all times prior to the Property vesting in favor of Grantee pursuant to Section 4 above.

Grantee further understands and agrees that, notwithstanding any dispute between the parties concerning Grantee's use or access to the Property, nothing in this Agreement, except Grantor's violation of the Restrictive Covenants as defined and set forth in Sections 2, 3 and 4 above may be invoked, interpreted or construed to cause Grantee's contingent remainder interest in the Property.

7. All Right, Title and Interest Reserved in Grantor. Unless and until the Grantor violates the Restrictive Covenants and the Remainder Interest is vested pursuant to Section 4 above, all right, title and interest in and to the Property remains with Grantor, Grantee shall have no rights in or to the Property whatsoever, excepting such rights as are hereinafter mutually agreed to, in writing, by the parties, and Grantor shall have no liabilities or obligations under Section 5 above.

8. Modification and Cancellation. This Agreement may be modified or canceled only by the mutual agreement of Grantor and Grantee.

[EXECUTIONS COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor and Grantee have executed this instrument as of the
July 31st, 2014.

GRANTOR:



Witness

Print name: Claude H. Cowie



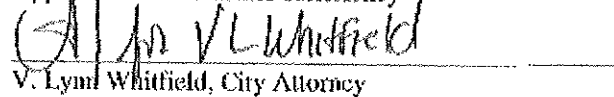
Witness

Print name: Demetris Pearson

CITY OF HALLANDALE BEACH, a political
Subdivision of the State of Florida

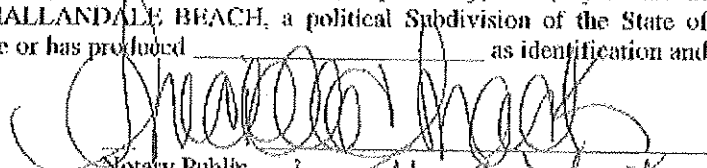
By: 
Renee C. Miller, City Manager

Approved as to form and sufficiency


V. Lynn Whitfield, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 31st day of July, 2014, by Renee C. Miller, City Manager of CITY OF HALLANDALE BEACH, a political Subdivision of the State of Florida, who is personally known to me or has produced _____ as identification and who did (not) take an oath.

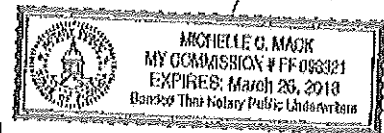


Notary Public

Print Name: Michelle C. Mack

My Commission Expires: March 26, 2018

(NOTARY SEAL)



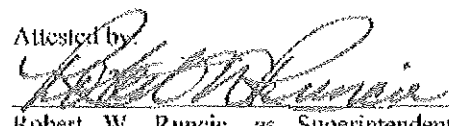
[EXECUTIONS CONTINUE ON FOLLOWING PAGE]

Signed, Sealed and Delivered
in the presence of:


GRANTEE:

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

By 
Patricia Good, as Chair of The School Board of
Broward County, Florida

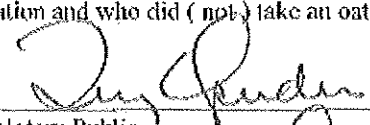
Attested by 
Robert W. Runcie, as Superintendent of Broward
County Public Schools

Approved as to form and sufficiency ^{Boyd}

 7/29/14
J. Paul Carland, II, General Counsel

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 29 day of July, 2014, by Patricia Good,
as Chair of The School Board of Broward County, Florida, who is personally known to me or has
produced _____ as identification and who did (not) take an oath.


Notary Public
Print Name: Terry P. Openen
My Commission Expires: _____
(NOTARY SEAL)

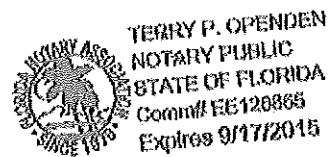


EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A PORTION OF LOT 1, BLOCK 14, OF "MAP OF THE TOWN OF HALLANDALE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 'B', PAGE 13, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LYING IN SECTION 21, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT 'A' OF "CHAVES LAKE APARTMENTS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 169, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE SOUTH 87°42'06" WEST (PLAT BEARING) ALONG THE NORTH LINE OF SAID TRACT 'A', A DISTANCE OF 410.57 FEET;

THENCE SOUTH 02°09'09" EAST, A DISTANCE OF 401.88 FEET;

THENCE SOUTH 44°13'21" WEST, A DISTANCE OF 88.12 FEET;

THENCE SOUTH 89°15'33" WEST, A DISTANCE OF 169.93 FEET;

THENCE NORTH 02°11'25" WEST, A DISTANCE OF 504.01 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 14;

THENCE NORTH 87°42'06" EAST, ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 14, BEING THE SOUTH LINE OF BLOCKS 66 AND 84, TOGETHER WITH STREET'S ADJACENT THERETO, OF "BELMAR", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 22, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 645.46 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NW 8TH AVENUE;

THENCE SOUTH 02°06'34" EAST, ALONG SAID LINE, BEING 25.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 21-51-42, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A ROAD OF UNDETERMINED WIDTH ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 14, PER SAID PLAT OF "MAP OF THE TOWN OF HALLANDALE".

SAID LAND SITUATED IN THE CITY OF HALLANDALE BEACH, BROWARD COUNTY, FLORIDA.

RESOLUTION NO. 2014 - 53

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, DECLARING PUBLIC PURPOSE AND NECESSITY TO TRANSFER RESTRICTIVE COVENANTS AND REVERTER RIGHTS FROM A CERTAIN PARCEL OF PROPERTY ("EXISTING MAIN FIRE STATION PROPERTY") MORE PARTICULARLY DESCRIBED HEREIN AND LOCATED AT 121 SW. 3RD ST., HALLANDALE BEACH, FLORIDA 33009 TO A CERTAIN PARCEL OF PROPERTY ("CHAVES LAKE PARK PROPERTY") MORE PARTICULARLY DESCRIBED HEREIN AND LOCATED AT THE SOUTHEAST CORNER OF NW 6TH STREET AND NW 9TH AVENUE, FOR THE DEVELOPMENT AND CONSTRUCTION OF A MAIN FIRE FACILITY; AUTHORIZING THE CITY ATTORNEY TO PREPARE TERMINATION OF RESTRICTIVE COVENANTS AND RELEASE OF REVERTER RIGHTS, DECLARATION OF RESTRICTIVE COVENANTS AND ESTABLISHMENT OF CONTINGENT REMAINDER INTEREST; AUTHORIZING CITY ATTORNEY AND CITY MANAGER TO EXECUTE AND TO DO ALL THINGS PERTINENT TO EFFECTUATING THE TERMS OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hallandale Beach, has undertaken an assessment of its responsibility and capacity to provide for the safety and security of the City's community of residents, visitors and businesses, including the protection of life, personal and real property through the delivery of emergency fire responder services and the establishment of the Fire Department Capital Improvement Plan (CIP); and

WHEREAS, the objective of the CIP is to provide for facilities and equipment that support the City's firefighting personnel, as well as to assist in the delivery of emergency services to the City's resident and business communities; and

WHEREAS, in addition to its CIP and pursuant to a Fire Resource Allocation Study, completed in February 2011, the City Commission has received a recommendation from City Staff, which concludes that it is necessary to replace and relocate Fire Station 7 (the oldest occupied firehouse in Broward County, built in 1973) from its current location because it has outlived its useful life, is costly to maintain and does not provide adequate space to either protect equipment, train personnel, properly accommodate handicapped and multi-gender populations, nor is it accessible or presentable to the Community; and

WHEREAS, despite annual expenditures for renovations and repairs to Fire Station 7 which have cost the City's taxpayers millions of dollars since 1999, such renovations and costs

41 have not and are not expected to adequately address several substantial deficiencies that
42 continue to exist at Fire Station 7, including its (a) noncompliance with the Americans with
43 Disabilities Act, (b) inadequate fire protection systems, (c) inadequate storage and maintenance
44 areas, (d) inadequate HVAC system, and (d) improper ventilation between living area and the
45 apparatus bay; and

46 **WHEREAS**, the City Administration has also recommended relocation of Fire Station 7
47 slightly further north and west of its existing location because it would greatly improve first unity
48 response time within numerous sections of the City, insuring compliance with the minimum set of
49 service parameters considered necessary for providing public fire protection by career fire
50 departments within the United States, in accordance with National Fire Protection Association
51 (NFPA); and

52
53 **WHEREAS**, on February 19, 2014 City Commission approved Resolutions No. 2014-14
54 and 2014-15, which among other things, authorized City staff to acquire additional properties for
55 purposes of assembling several parcels of land located in the southwest quadrant area between
56 Fifth Street/Foster Road on the north, NW 2nd Avenue on the west, NW 1st Avenue on the East
57 and NW 4th Street on the south for the purpose of constructing a new state-of-the-art Main Fire
58 Station facility encompassing 22,000 square feet on said lands; and

59
60 **WHEREAS**, the City Commission has also approved the sale of the Existing Fire Station
61 Property located at 121 Southwest 3rd Street, and providing that the proceeds from such sale shall
62 be dedicated to the acquisition and construction of a new Main Fire Station; and

63
64 **WHEREAS**, the City is currently under contract to sell the Existing Main Fire Station
65 Property ("Main Fire Station Property Transaction") to a private developer who intends to develop
66 such property with a substantial commercial use, and further that the closing of such Main Fire
67 Station Property Transaction is presently scheduled to consummate not later than June 23, 2014,
68 time being of the essence; and

69
70 **WHEREAS**, the City Administration has recently discovered that the Main Existing Fire
71 Station Property was originally granted and conveyed to the City by The Board of Public
72 Instruction for the County of Broward, State of Florida, a corporation existing under the laws of
73 the state of Florida, now known as the School Board of Broward County ("SBBC") by virtue of a

certain warranty deed ("Deed") and that said Deed contains certain restrictive covenants in favor of and for the benefit of SBBC, namely restricting the use of said property to one or more of the following public purposes:

a site for municipal building; as a site for a civic or community center and building now existing or to be erected thereon for use as a civic, or community center by citizens of the Town of Hallandale, and by all civic and community organizations of said Town; for public park purposes and as a site upon which the appropriate buildings may be erected for uses incidental to park purposes (the "Restrictive Covenants"); and

WHEREAS, the Deed further provides that Grantee (Town), including its successors and assigns have the duty to prevent the use of the property for purposes other than as permitted by the Restrictive Covenants that the breach of the Restrictive Covenants to automatically cause title to property to revert to and become vested in the SBBC ("Reverter Rights"); and

WHEREAS, the City desires to consummate the Main Fire Station Property Transaction with the private developer, however, now recognizes the need to cause the termination of the Restrictive Covenants and Reverter Rights which encumber the Main Fire Station Property, and has since received an offer from the SBBC providing for the termination of the Restrictive Covenants and Reverter Rights, although contingent upon said Restrictive Covenants and Reverter Rights being transferred to another mutually agreeable City-owned property; and

WHEREAS, the City Administration has identified a 3.88 acre parcel located at the Southeast corner of Northwest 6th Street and 9th Avenue, now known as the Chaves Lake Park property, and further affirms and recommends that such property is suitable for a proposed transfer of the Restrictive Covenants and Right of Reverter, which now encumber the Existing Main Fire Station Property to the Chaves Lake Park Property; and

WHEREAS, in furtherance of the proposed transfer, the Superintendent of the SBBC has conveyed his support for the proposed transfer, including the Termination of Restrictive Covenants and Right of Reverter, but contingent upon the conveyance, by the City, of a declaration of restrictive covenants and establishment of the contingent remainder interest, or such other transfer as would effectively transfer the Restrictive Covenants and Right of Reverter from the Existing Main Fire Station Property to the Chaves Lake Park Property, and has further directed SBBC Staff and the SBBC Attorney to prepare and review such documents and instruments, initially prepared and proposed by the City, as are necessary to support his

109 recommendation to the SBBC for its consideration and approval.

110
111 **NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF**
112 **THE CITY OF HALLANDALE BEACH, FLORIDA, AS FOLLOWS:**

113
114 **SECTION 1. Recitals.** The above recitals are true and correct and are incorporated
115 herein by reference.

116
117 **SECTION 2. Termination of Restrictive Covenants and Release of Reverter Rights.**
118 The City Commission of the City of Hallandale Beach hereby authorizes the City Attorney, City
119 Manager and City Mayor to cause the preparation, execution, recordation of such documents and
120 instruments, and further to do all things as are necessary and proper to cause the termination of
121 the Restrictive Covenants and Release of Reverter Rights now encumbering the Existing Main
122 Fire Station Property, legally described herein as Exhibit "A".

123
124 **SECTION 3. Declaration of Restrictive Covenants and Establishment of**
125 **Contingent Remainder Interest.** The City Commission of the City of Hallandale Beach hereby
126 authorizes the City Attorney, City Manager, City Mayor to do all things necessary and proper to
127 cause the preparation, execution, recordation of such documents and instruments as are proper
128 to cause or create a declaration of restrictive covenants and establishment of a contingent
129 remainder interest in favor of the School Board of Broward County against the City-owned
130 property located at the south east corner of Northwest 6th Street and Northwest 9th Avenue, known
131 as the Chaves Lake Park Property, legally described herein as Exhibit "B", providing however,
132 that such Restrictive covenants and remainder interest shall be equal in all respects to the
133 Restrictive Covenants and Right of Reverter provision, which now encumber the Existing Main
134 Fire Station Property, and further to do all things.

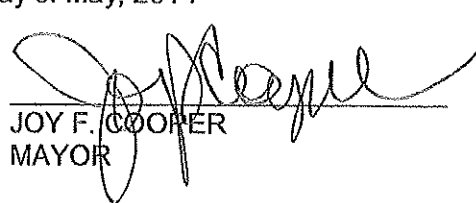
135
136 **SECTION 4. City Manager and City Attorney Authorization.** The City Manager and
137 City Attorney are authorized to take all necessary action to effectuate the terms and purpose of
138 this Resolution.

139
140 **SECTION 5. Severability.** If any section, subsection, clause or portion of this Resolution
141 is, of any reason, held invalid or unconstitutional by any court of competent jurisdiction, such
142 portion shall be deemed separate, distinct, provision and such holding shall not affect the validity
143 of the Resolution of any part.

144
145 **SECTION 6. Effective Date.** This Resolution shall become effective immediately upon
146 adoption.

147
148 **APPROVED AND ADOPTED** on this 21st day of May, 2014

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JOY F. COOPER
MAYOR

SPONSORED BY CITY ADMINISTRATION
ATTEST


SHEENA D. JAMES, CMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY
AND FORM


V. LYNN WHITFIELD
CITY ATTORNEY

VOTE
AYE/NAY
Mayor Cooper ☒ AYE
Vice Mayor ☒ AYE
Comm. ☒ AYE
Comm. Lazarow ☒ AYE
Comm. Sanders ☒ AYE

EXHIBIT "A"

LEGAL DESCRIPTION - EXISTING MAIN FIRE STATION PROPERTY

A portion of Lot 2, Block 12, lying within the Northwest Quarter of the Southwest Quarter of Section 27, Township 51 South, Range 42 East of the Subdivision of Section 27, Township 51 South, Range 42 East, according to the "Map of the Town of Hallandale", as recorded in Plat Book "B", Page 13, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of said Lot 2, also being the West one-quarter (1/4) corner of said Section 27, Township 51 South, Range 42 East; thence North 88°09'35" East, along the North line of said Lot 2, Block 12 and along the East-West one quarter (1/4) section line of said Section 27, a distance of 25.00 feet to the Point of Beginning; thence continue North 88°09'35" East, a distance of 170.91 feet to a point; thence South 01°50'22" East, a distance of 66.00 feet to a point; thence South 16°12'09" West, a distance of 90.44 feet to a point; thence South 01°50'22" East, a distance of 90.59 feet to a point; thence South 88°26'04" West, a distance of 144.06 feet to a point on a line 25.00 feet East of and parallel with the West line of said Lot 2, Block 12, and the West line of said Section 27, said point also being in the East right of way line of Southwest 2nd Avenue; thence North 01°33'56" West, on said parallel line and the East right of way line of Southwest 2nd Avenue, a distance of 241.90 feet to the Point of Beginning.

Said lands situate lying and being in Broward County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION- CHAVES LAKE PARK PROPERTY

The North ½ of Lot 1, in Block 14, in Section 21, Township 51 South, Range 42 East, according to the Plat of "TOWN OF HALLANDALE", as recorded in Plat Book B, Page 13, of the Public Records of Dade County, Florida; less that portion thereof taken by eminent domain in Case No. L64-925 in the Fifteenth Judicial Circuit in and for Broward County, Florida (Parcels 161.1, 161.3 and 161.4)

Said lands situate lying and being in Broward County, Florida.



Introduction

This communication is being provided in an effort to address questions raised by the Broward County School Board regarding the City's request for the School Board of Broward County to terminate its Right of Reverter interests in the property located at 121 S. W. 3rd Street, Hallandale Beach, Florida, which is currently the site of the City's main fire station. As indicated in previous correspondence, the City is currently engaged in a capital improvement program that includes the replacement and sale of the Fire Station Property, which is encumbered by the School Board's right of reverter interest in the property.

The transaction purchase/sale price for the Fire Station Property is \$830,000.00, which is also its most recent appraised fair market value. However, the same transaction will also include the City's purchase of another property ("Parking Property") that is owned by the purchaser of the Fire Station Property in the amount of \$90,000. Moreover, the same transaction includes a two-year term leaseback of the Fire Station Property to the City in the amount of \$226,080.00. The City will continue to use the Fire Station Property for this two-year period while it constructs the new fire station. Following the two-year period is anticipated that the Fire Station Property will be developed as the primary US headquarters and main distribution center for international eyewear giant, Aspex Eyewear ("AE"), who anticipates bringing 500 to 700 jobs over a 10-year period following construction.

In light of the comprehensive nature of the City's overall capital improvement and economic redevelopment plans for neighborhood within which the Fire Station Property is located, the City offers the following background narrative to underscore the public interests considerations supporting its request for termination of the School Board's right of reverter:

Background

In 1928 then Town of Hallandale (City) and the Board of Public Instruction for Broward County (School Board) entered into a partnership for the transfer of land. The School Board deeded to the City of Hallandale Beach, approximately 46,191 sq. ft. of property located at 121 SW 3rd Street to be conveyed expressly for municipal, civic, or community purposes. Since that time, the City of Hallandale Beach has done just that, making that property home to the City's Main Fire Station.

Today, this lot still houses a 12,000 sq. ft. building which operates as the City's Main Fire Station which was constructed more than 40 years ago during a time when the fire service was almost exclusively male and the requirements for space, security, emergency response and preparedness were not what they are today. The City's main fire station is the oldest operating fire station in the City, the location and the size of this property can no longer accommodate our diverse fire professionals nor can it serve our community in the most effective manner. The inadequate size and location of the Main Fire Station has placed a

hardship on the City with respect to improving response times and providing effective emergency management services to our residents.

Current Situation

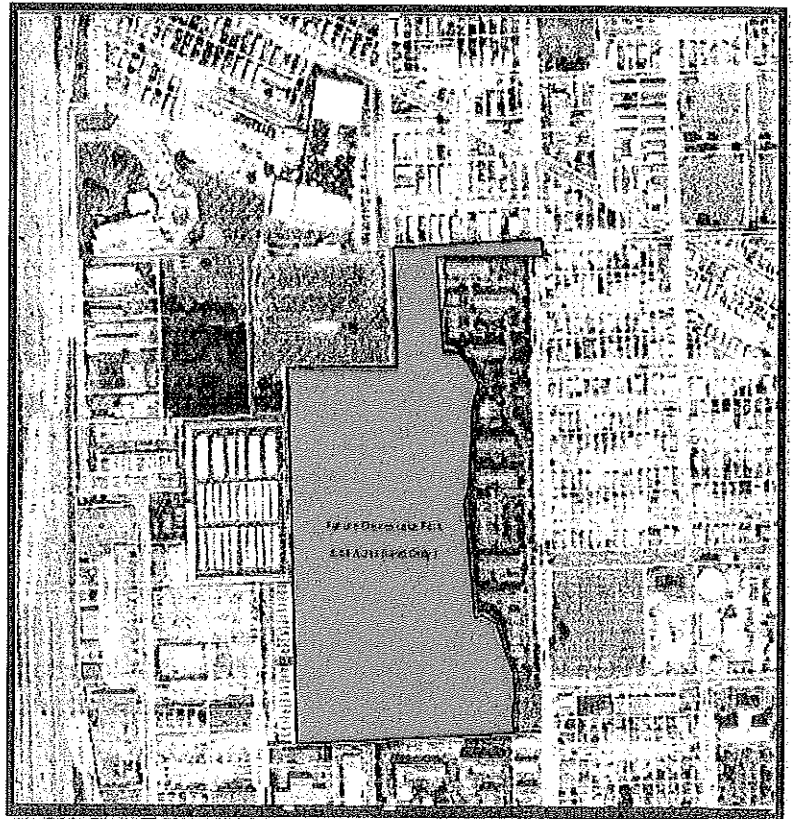
In order to construct the new 22,000 sq. ft. facility, the City has contracted with the adjacent property owner to sell the fire station property. All proceeds from the sale of this property have been dedicated to the acquisition and construction of our new Main Fire Station. The new station will be located in the City's northwest neighborhood, which is home to Hallandale High School. It is important that the City express to the School Board that there will be no "profit" in a traditional sense from the sale of the fire station. In fact, it is estimated that proceeds from the sale of the property will cover less than 10% of the estimated cost of construction. However, the City must rely upon this revenue to complete this much needed public investment in one of the City's most economically challenged communities.

While the City will not be able to maintain the "reverter" provision at its existing location. Hallandale Beach would like to continue to honor the spirit of the terms under which the property was originally deeded. As such, the City would instead like to offer a transfer of the 1928 "reverter" provisions onto a comparable property, in close proximity to Hallandale High School.

The City currently owns a 3.88 acre piece of property slated to become Chaves Lake Park. The illustration shows the proximity of the property to Hallandale High School. The City would be willing to transfer the reversionary restrictions from the property located at 121 SW 3rd Street (a.k.a Main Fire Station) to the future Chaves Lake Park. In exchange for the School Board's agreement to release its reversionary interest in fire station. This future park site is 3.88 acres of land in addition to the large water body known as Chaves Lake. Attached for your information is the master plan for the future Chaves Lake Park (*Attachment One*).

City's Historical of Partnership with the School Board

As you know, the City has always maintained a close working relationship with the School Board through various ongoing programs and capital commitments, here are just a few examples of our partnerships:

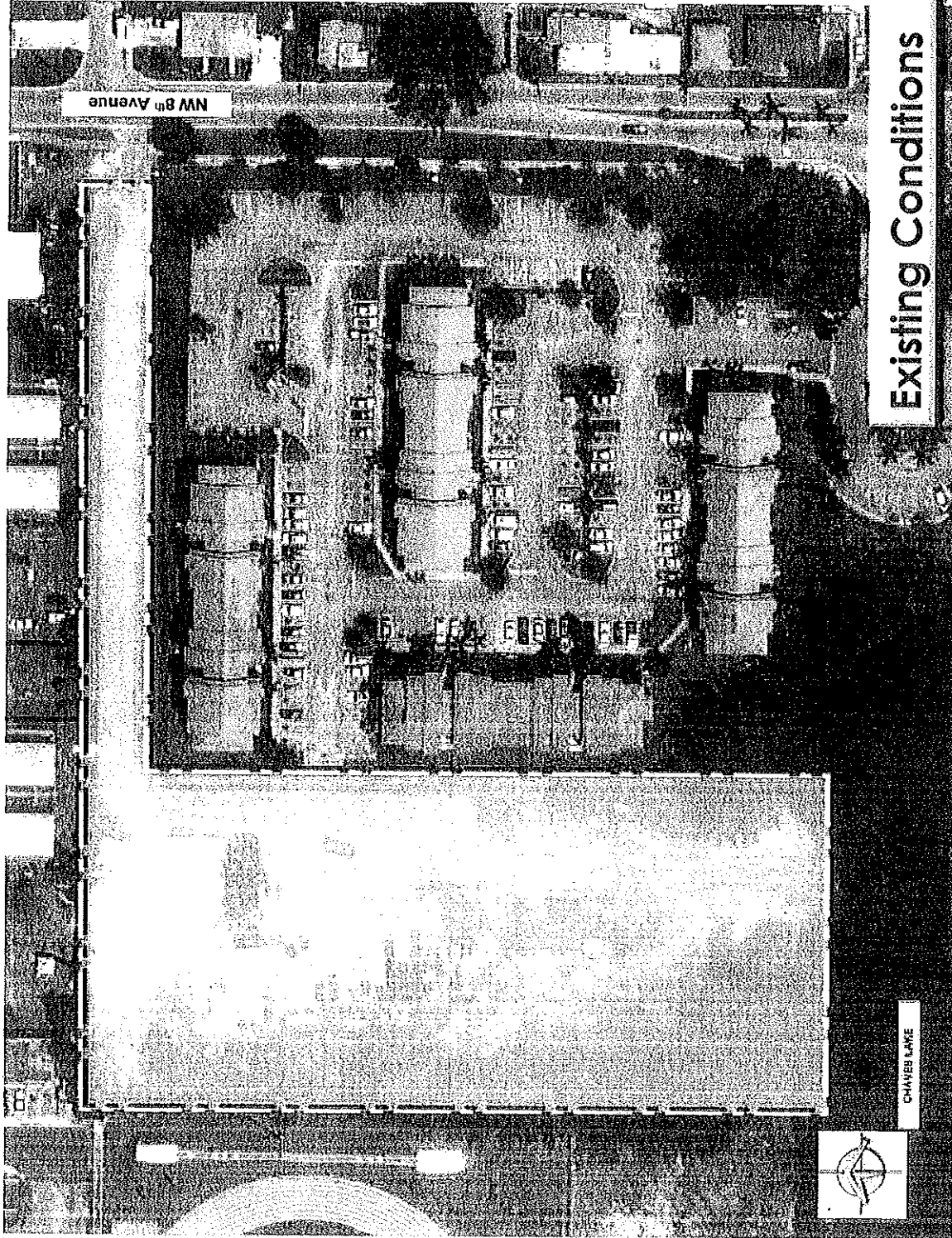


- The City through its Police Department currently funds and provides all staffing for the Criminal Justice Operations program at Hallandale High School. Our Law Enforcement professionals teach four classes a day to prepare our high school students for careers in criminal justice which allows the High School to offer this program without incurring the cost of a full time teacher.
- The City through its Fire Department conducts fire prevention safety classes in October of each year at Gulfstream Middle, Hallandale Elementary, Hallandale High School, and Hallandale Adult Community Center. In addition, the Fire Department conducts annual trainings at Hallandale High on the dangers of drunk driving.
- In 2003, The City of Hallandale Beach contributed \$462,000 through a partnership with the School Board to complete construction of the Hallandale High School Stadium Fields and Track.
- Since 2007, the City has contributed \$306,000 in Community Partnership Grants and sponsorships directly to City of Hallandale Beach Schools.
- In 2011, The City of Hallandale Beach also contributed \$300,000 for the improvement of the fields at the Hallandale Adult Community Center. The City also performs the ongoing regular upkeep and maintenance of the fields as well as pays for its electricity usage.
- In a continued commitment to our schools, the City has a monthly Mayoral Recognition of Students where we recognize a student from each of the schools within our jurisdiction who have distinguished themselves as leaders in their class. During this meeting, the City also receives reports from each principal on school activities. This consistent information sharing has become a way for the City to be aware of the needs that can be filled and or partnerships that can be leveraged to benefit our schools.

In closing, we ask for your consideration on this matter as the sale of this property is the key to the City of Hallandale Beach being able to construct our new fire station. As time is of the essence (closing is set for June 23, 2014), the City is willing to take the lead on the preparation of any and all documents necessary to complete this transaction.

Thank you in advance for your consideration.

Chaves Lake (3.88 Ac.)

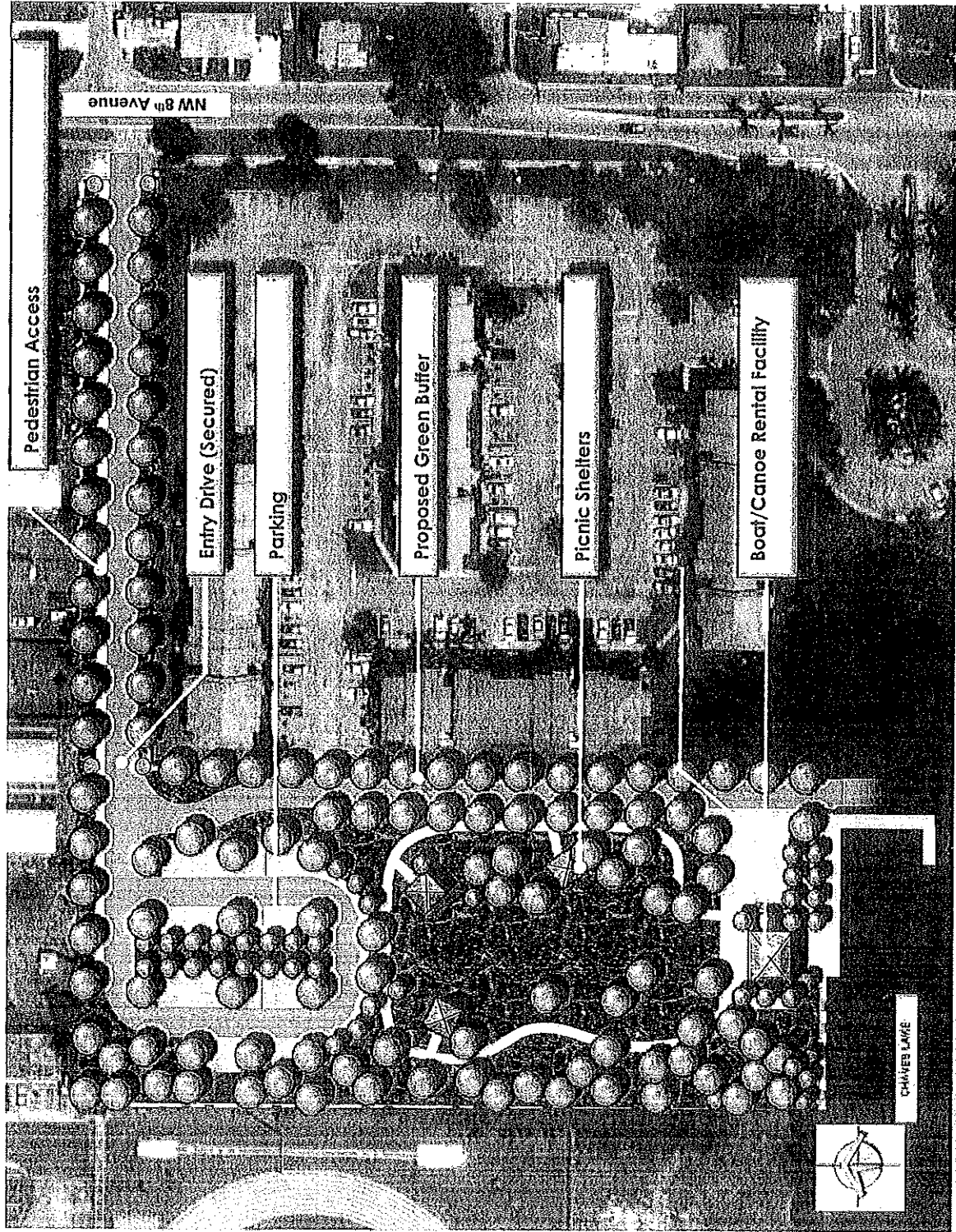


Existing Conditions

CHAVES LAKE



Chaves Lake





JOY F. COOPER
MAYOR

400 S. Federal Highway
Hallandale Beach, FL 33009
Ph (954) 457-1318
Fax (954) 457-1454

www.coHB.org

July 11, 2014

Patricia Good, School Board Chair
Broward County Public School
600 Southeast Third Avenue
Fort Lauderdale, FL 33301

**Re: City of Hallandale Beach Request for School Board
Termination of Reverter Rights on City's Main Fire Station**

Dear School Board Chair Good:

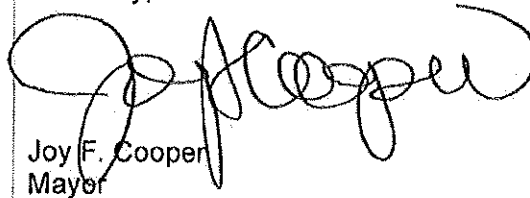
On May 21, 2014, the City of Hallandale Beach City Commission adopted Resolution 2014-53, declaring it a public purpose necessity to transfer restrictive covenants and reverter rights from the exiting Main Fire Station property to the Chaves Lake Park, via a proposed Declaration of Restrictive Covenants and Establishment of Remainder Interest (Declaration). Resolution 2014-53 made reference to the upland portion of the Chaves Lakes Property being 3.88 acres, as evidenced by our parks master plan conceptual documents provided hereto as *attachment one*.

It was discovered during the course of completing the survey documents necessary to accompany the legal documents for the transfer of reverter rights, that the 3.88 acre calculation for the Chaves Lake upland area was inaccurate because it included a portion of the Chaves Lake submerged lands. In an effort to insure that the record is clear and to address the discrepancy between the City's initial Resolution and the certified boundary survey, which has been presented to the School Board, I am submitting this letter into the record to clarify the City of Hallandale Beach's intent.

It is not the intent of the City to encumber or include any portion of the Chaves Lake submerged lands in the proposed Declaration. As such, please accept this letter as formal verification that the City of Hallandale Beach desires to encumber the 3.11 acres, as described in the certified boundary survey, namely, the upland portions of the Chaves Lake Property as opposed to 3.88 acres referenced by resolution.

In closing, on behalf of the City of Hallandale Beach I would like to thank you for your continued partnership with the City. This transaction shows once again the commitment that both our agencies have historically upheld to mutually benefit students and residents in the City of Hallandale Beach.

Sincerely,



Joy F. Cooper
Mayor

Attachment

Chaves Lake (3.88 Ac.)



Existing Conditions



OFFICE OF THE CITY
MANAGER

Renee C. Miller
City Manager

JOY F. COOPER
Mayor

WILLIAM JULIAN
Vice Mayor

LEO GRACHOW
Commissioner

MICHELE LAZAROW
Commissioner

ANTHONY SANDERS
Commissioner

400 S. Federal Highway
Hallandale Beach, FL 33009
Ph. (954) 457-1300
Fax (954) 457-1454

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July 15, 2014

Mr. Robert Runcie
Superintendent
Broward County School Board
600 SE 3rd Avenue, 11th Floor
Ft. Lauderdale, FL 33301

Re: RESOLUTION NO. 2014-53, issued May 21, 2014
CITY OF HALLANDALE BEACH, FLORIDA

This is being submitted to you in connection with the Declaration of Restrictive Covenants and Establishment of Contingent Remainder Interests being established by the City of Hallandale Beach in favor of the School Board of Broward County, Florida, pursuant to the above-referenced Resolution and this letter shall certify the following:

1. Attached is a true and correct copy of Resolution No. 2014-53 (the "Resolution");
2. Attached is a true and correct copy of the Declaration referenced in Section 3 of the Resolution (the "Declaration");
3. The City Manager of Hallandale Beach has full authority to execute the Declaration in accordance with the Resolution;
4. That Declaration is consistent with the terms of the Resolution and is equal in all respects to the Restrictive Covenants and Right of Reverter provision which encumbered the Existing Main First Station Property as set forth in Section 3 of the Resolution, and as clarified in the City of Hallandale Beach Mayor's correspondence to the School Board of Broward County, dated July 11, 2014 as incorporated herein by reference;
5. That the City Manager's execution of the Declaration will bind the City in accordance with the Resolution.
6. The undersigned acknowledges the right of the School Board to rely upon this certification.

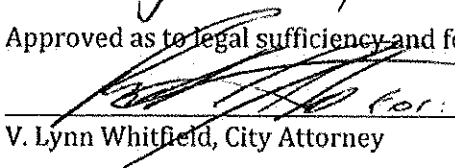
Sincerely,

CITY OF HALLANDALE BEACH, a political
subdivision of the State of Florida

By: 

Renee C. Miller, City Manager

Approved as to legal sufficiency and form:


V. Lynn Whitfield, City Attorney