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| --- | --- |
| PREPARED BY AND RETURN TO:  [Legibly print, type or stamp name and address of natural person who prepared the instrument or under whose supervision it was prepared as required by § 695.26 (1) (b), Fla. Stat.]  1. REPLACE TEXT FIELDS by Single Click on Field and Type or Copy-Paste over TEXT: Full Person's Name Here  2. Click and ENTER Company Name Here  3. Click and ENTER Complete Address Here  4. Click and ENTER City, State and Zip  6. Click and ENTER (Optional) Contact Info Here  Folio No: Click and Enter Folio Number Here | (Space Above Reserved for Recording Information) |

**Declaration Regarding Maintenance Obligation**

**Click and Enter Name of Project Here**

THIS Declaration of Maintenance Obligation (“Declaration”) is made this       day of      , 2024 (the “Effective Date”), by Click and Enter Owner Entity Full Name per Online Instructions (the “Owner”), whose address is Click and Enter Owner Address per Online Instructions, in favor of the City of Fort Lauderdale, a Florida municipal corporation, whose address is 101 Northeast 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301 (the “City”).

**Recitals**

A. The City has approved the development plan under DRC case # Click and Enter DRC Case Number, approved on Click and Enter Date for the project known as “Click and Enter Name of Project“ (“Approved Development Plan”); and

B. Owner is in the process of developing Click and Enter Name of Project on that certain real property located in the City of Fort Lauderdale, Broward County, Florida, more particularly described in **Exhibit “A”** attached hereto (“Property”); and

C. As a part of the approval of the Approved Development Plan by the City, the Owner requested the right to install landscape, curbing, pedestrian lighting and irrigation, on street parking pavers, (“Special Improvements”) within parts of those certain rights-of-way known as Click to Enter Area(s), Streets, all located immediately adjacent to the Property (“Special Improvement Area”), as more particularly described by the sketch and legal description provided in **Exhibit “B”** attached hereto and made a part hereof; and

D. As a condition of approval of the Approved Development Plan and in consideration of the City authorizing the installation of the Special Improvements, the Owner is required to maintain the Special Improvements within the Special Improvement Area; and

E. The design and construction documents describing and depicting the locations, material specifications, dimensions, and the criteria for installation, testing and acceptance for the Special Improvements were reviewed and approved on Click to Enter Date by the Development Services Department under Permit No. Click to Enter Permit Number (Building Permit); and

F. The Special Improvements were installed by the Owner in accordance with the Building Permit and inspected and approved by the Development Services Department on Click to Enter Date; and

G. In consideration of the foregoing, Owner wishes to declare its responsibilities with regard to the construction and maintenance of the Special Improvements within the Special Improvement Area, all as described herein and the conditions upon which it makes this Declaration.

NOW, THEREFORE, in consideration of the approvals and permits described in this Declaration, Owner hereby declares that the Property shall be held and conveyed subject to the following:

# Section 1. Recitals Incorporated by Reference. The above recitals are true, complete and correct and are incorporated herein by this reference.

# Section 2. Maintenance. Owner shall, at its own cost and expense, install and at all times maintain or cause to be maintained the Special Improvements as described and depicted in the Approved Development Plan and Special Improvement Area, together with any supporting materials under or around the Special Improvements, including but not limited to limerock base, stabilized subbase and concrete banding by: (1) repairing or replacing, as necessary, any materials within the Special Improvement Area that require repair or replacement; and (2) cleaning the Special Improvement Area, as needed, to maintain the Special Improvement Area in a neat and attractive manner. To the extent required in order to comply with its obligations hereunder, the Owner shall have the right to Enter rights-of-way and easements under the City’s jurisdiction within and adjacent to the Special Improvement Area. Notwithstanding the foregoing, Owner shall not be responsible to repair, replace, or maintain any City improvements, facilities, infrastructure or utilities on, under or about the Special Improvement Area except as otherwise specifically provided in this Declaration.

# 2.1 Prior to the repair and/or replacement and/or modification of the Special Improvements pursuant to the terms of this Declaration, Owner shall submit a permit application with construction plans and details to the Development Services Department for review. As part of the permit application Owner shall also furnish a cost estimate and surety bond in a form and amount acceptable to the City Engineer and payable to City in a sum equal to the cost of constructing the Improvements and which guarantees to City the completion of the Improvements, guarantees the performance of the work necessary to complete same as well as full payment of all suppliers, materialmen, laborers or subcontractors employed to provide services to complete such work in accordance with the terms of this Declaration, from a surety company having at least an A.M. Best's Policy holder's rating and a Class VII Best's Financial Size Category. In order for the City to verify the bond amount, the cost estimate shall include a breakdown of the individual components of work, cost of the materials, labor and equipment to install the improvements, complete and in place, to the satisfaction of the City.

2.2 Owner shall conduct periodic inspections to identify any potential defects and general integrity of the Special Improvements (breakage, chipping. cracking, settlement, change in surface texture, foreign materials on surface) that may result in changes of grade, slope, ponding of surface water, surface texture, slip resistance, undermining of supporting materials and loss of pavers that would create a trip hazard or other safety hazard. Owner shall make best efforts to inspect and proactively repair any such defects to the Special Improvements to eliminate any potential hazards to the public safety at all times. Failure to conduct periodic inspections and maintain the Special Improvements to the satisfaction of the City Engineer shall be cause for termination of this Declaration.

# 2.3 All repairs and replacements Owner makes as declared herein shall be at least of equal quality and class to the original work and shall be subject to the approval of the City Engineer and subject, if necessary, to any other development permit required by law, which approval shall not be unreasonably withheld, conditioned or delayed. When making such repairs and replacements or performing maintenance of the Special Improvements within the Special Improvement Area, Owner shall comply with all applicable laws, ordinances, codes, regulations and State and City engineering standards then in effect.

## 2.4 In the event Owner damages any utilities, facilities, infrastructure or other City improvements located in, under or around the Special Improvement Area as a result of its repair or maintenance of the Special Improvements within the Special Improvement Area, Owner shall be responsible for the cost of City to repair and restore the utility, facilities, infrastructure or other City improvement.

## 2.5 It is acknowledged that the Special Improvements within the Special Improvement Area are designed and constructed with special materials that are different from the materials used to construct other City sidewalks and/or rights of way. In the event the City disturbs or damages the Special Improvement Area as a result of the City’s repair of City improvements on, under or around the Special Improvement Area, it is understood that City shall repair the Special Improvement Area to the same level and quality as it would for any other public right-of-way or sidewalk and the Owner shall then be responsible for bringing the Special Improvement Area up to the original permit standards; it being the parties intent that the Special Improvement Area shall always be maintained in the condition specified in the Approved Development Plan.

# Insurance. At all times during the term of this Declaration, the Owner, at its expense, shall keep or cause to be kept in effect the following, to the extent available:

## Intentionally deleted.

## In the event Owner has employees who perform maintenance and repairs of the Special Improvement Area, then Owner shall maintain Workers' Compensation Insurance in its own name.

## A Commercial General Liability Insurance Policy, in standard form, insuring Owner and the City as an additional insured, against any and all liability for bodily injury or property damage in the amount of not less than One Million Dollars ($1,000,000.00) in respect to injuries or death attributable to any one occurrence and at least Two Million Dollar/s ($2,000,000.00) in the aggregate. This policy shall include coverage for contractual liability, independent contractors, and shall not be affected by any other insurance or self-insurance carried by City. The minimum limits of coverage may be reviewed by City no sooner than every five (5) years and adjusted based on what is generally required by City in other similar Declarations approved at or near the time of such review.

## Intentionally deleted.

## Subject to the requirements of Owner’s lender(s), any and all net insurance proceeds received by or on account of Owner, as the case may be, shall be deposited by Owner in an interest-bearing account for the benefit of Owner and City, and said funds shall be used for the purpose of reconstruction or repair, as the case may be, of any of the Special Improvements within the Special Improvement Area so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with all applicable building and zoning codes and regulations or standards promulgated by any governmental agency having jurisdiction over the Special Improvement Area. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then, and in such event, such funds shall be used as far as the same will permit in paying the cost of said reconstruction or repair, and any difference shall be paid by Owner, other than for City utilities, infrastructure, facilities and other City improvements unless damaged by Owner as provided in Section 2.2.

## Owner shall deliver to City’s Risk Manager and Director of Public Works a certificate of insurance for all policies required by this Declaration within thirty (30) days after the Effective Date hereof. Providing proof of and maintaining adequate insurance coverage are material obligations of Owner. Owner shall deliver to City evidence of insurance coverage at least twenty (20) days before the existing policy expires. All of the policies of insurance provided for in this Declaration:

### shall be in the form and substance approved by the Insurance Department of the State of Florida ("DOI"),

### shall only be issued by admitted and non-admitted companies regularly writing business in the State of Florida.

### shall be with a carrier having an A.M. Best's Rating of not less than A, Class VII,

### shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate of insurance must show a retroactive date, which shall be the effective date of the Declaration or prior, and

### shall provide (i) that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon City and shall not be invalidated as to the interest of City by any act, omission or neglect of Owner, and (ii) a waiver of subrogation as to Owner’s claims against City.

## Owner has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding City as an additional insured shall be at Owner’s expense. If Owner fails to obtain and maintain insurance as provided in this Declaration and such failure shall continue for a period of thirty (30) days after written notice by City to the Owner, City may, but shall not be obligated to, effect and maintain any such insurance coverage and pay premiums therefore, with the ultimate cost and expense thereof to be the responsibility of Owner.

## The obligation of collection upon the insurance policies furnished and provided for by Owner or obtained by City by reason of the failure of Owner to obtain them, shall be upon Owner, but City will cooperate in such collection (but without expense to City) in such reasonable degree as may be requested by Owner.

## Until the expiration or sooner termination of this Declaration, title to and ownership of any structures or improvements situated or erected by the Owner within Special Improvement Area and the structures, equipment and other items installed by Owner therein and any alterations, changes or additions thereto, shall remain with Owner. Subject to the provisions of the Internal Revenue Code, City agrees that Owner, as between City and Owner, shall be entitled to the tax deduction for depreciation for any structure or structures, equipment or other items, improvements, additions, changes or alterations which Owner constructs and installs.

## The coverages, limits, and/or endorsements required herein protect the interests of City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Owner for assessing the extent or determining appropriate types and limits of coverage to protect Owner against any loss exposures, whether as a result of this Declaration or otherwise. The requirements contained herein, as well as City’s review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Owner under this Declaration.

## It is Owner’s responsibility to ensure that any and all of Owner’s independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Owner.

# Indemnity. The Owner shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, reasonable and necessary costs, charges and other expenses, including reasonable attorneys’ fees and liabilities of every kind, nature or degree resulting from or arising out of the failure of the Owner to maintain and repair Special Improvement Area pursuant to the terms of this Declaration except for any occurrence arising out of or resulting from the intentional conduct or negligence of the City, its officers, agents and employees acting within the course and scope of their employment. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the Special Improvement Area pursuant to the terms of this Declaration, or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. The Owner further agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the City, Owner shall assume and defend not only itself but also the City in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to City, provided that City shall retain the right to select counsel of its own choosing, subject to the Owner’s approval which shall not be unreasonably withheld, conditioned or delayed.

# Defaults. In the event any one or more of the following events shall occur:

## Owner shall default in making payment to City of any cost or fees, as and when the same shall become due and payable, and such default in payment shall continue for a period of thirty (30) days after written notice to Owner by City; or

## Owner shall file a petition to be declared bankrupt, or insolvent or be adjudicated or declared bankrupt or insolvent by any court, or Owner files for reorganization under the Federal Bankruptcy Code, or for the appointment of a receiver or trustee for all of Owner's Property; or Owner Enters into an arrangement with creditors; or if Owner's creditors institute Bankruptcy proceedings or receivership proceedings which are not dismissed within one hundred eighty (180) days after same are instituted. However, this provision has no effect so long as all of the other provisions of this Declaration are being performed; or

## Owner fails to commence to repair, replace or maintain the Special Improvement Area in accordance with the terms of this Declaration and such failure continues for a period of thirty (30) days after written notice to Owner by City; or

## Owner shall default in complying with any term, covenant or condition of this Declaration and such default in compliance shall continue for a period of thirty (30) days after written notice to Owner by City specifying the claimed default, and Owner shall not, in good faith, have commenced within said thirty (30) day period, to remedy such default and diligently and continuously proceed therewith; then, if any of the above-referenced events should occur, City may serve a written fifteen (15) day notice of cancellation and termination of this Declaration with respect to the Special Improvements and the Special Improvement Area.

# Termination. In the event of a termination as provided in Section 5.4, the Special Improvements within the Special Improvement Area and all fees, issues and profits thereof, whether then accrued or to accrue, all insurance policies and all insurance moneys paid or payable thereunder, vest in and belong to City. Upon termination, the Owner shall continue to have the duty to pay City any costs or fees that have been incurred pursuant to the terms of this Declaration but shall not have further duties, responsibilities, liabilities or obligations with respect to the Special Improvements or the Special Improvement Area except to the extent Owner is in violation of any and all condition(s) of the Approved Development Plan.

# Section 7. Remedies of the City.

## 7.1 In the event the Owner fails to commence to maintain, make repairs, demolish or take such actions required by this Declaration and such default(s) shall continue for a period of thirty (30) days after written notice to Owner by City, and the City does not terminate this Declaration pursuant to Section 5, it is declared that City has the option and right to take such action which was required to be taken by the Owner at Owner's sole cost and expense. Owner shall then be liable for payment to the City for all reasonable and necessary costs and expenses incurred by City in connection with the performance of the action or actions plus a surcharge of five percent (5%) for amounts up to One Thousand Dollars ($1,000) and ten percent (10%) for amounts over One Thousand Dollars ($1,000) and Owner shall reimburse City within sixty (60) days following written demand therefor. Interest shall accrue on the unpaid amount at the rate of twelve (12.0%) percent per annum, compounded monthly, but in no event shall interest exceed the highest amount allowed by Florida law. The City’s demand for such payment shall include reasonable documentation supporting the expenses incurred by City. If a dispute arises as to the need for, or amount due to the City for repairs or maintenance undertaken by the City in accordance with this Declaration, and such dispute is not resolved within forty-five (45) days after the date that the City makes the original written demand for payment, the Owner shall pay to City the undisputed amount (if any) and shall provide the City with a bond or other security reasonably acceptable to the City for the disputed amount pending a resolution of the dispute by negotiation or litigation. In addition to any other remedies available to City, the City shall be entitled to recover from the Owner all costs of collection, including reasonable attorneys' fees and court costs incurred at all tribunal and appellate levels.

## 7.2 If Owner does not make the payments required by Section 7.1 above within the sixty (60) day period set forth therein, then the City shall have a right to record a Claim of Lien upon the Common Area within the Property, which Claim of Lien may be for all reasonable and necessary costs and expenses of any cure undertaken by the City in accordance with Section 7.1 above, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Claim of Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to the City. The Claim of Lien may be foreclosed by City in the same manner as provided by law for foreclosure of mortgage liens. The Claim of Lien shall continue until payment to the City of the amounts set forth in the Claim of Lien (at which time the City shall record a satisfaction of such lien). In addition to the Claim of Lien, the City shall have all other rights and remedies granted to it by law or in equity for Owner's failure to reimburse the City pursuant to Section 7.1 above. Owner shall be entitled to pursue all legal and equitable remedies to contest the amount or existence of any such lien.

## 7.3 In the event that the City has provided the notice described in subparagraph 7.1, but the Owner has failed to cure or to commence and diligently pursue cure of the default(s), and the City cures such default(s), makes such repairs or undertakes such protection or maintenance or take other actions described herein, and the Owner fails to make payment in accordance with Section 7.1 the Owner shall be in default under this Declaration. Such a default shall not arise where Owner has paid the undisputed amount and secured any disputed amount, or where the Owner pays the costs of cure as set forth in Section 7.1 above prior to a judicial determination of a default. Upon judicial determination of such a default the City shall be entitled to a judgment of specific performance of this Declaration and the City shall have the right to exercise the options provided herein.

## 7.4 In the event this Declaration is terminated as provided in Section 5 herein, as an alternative to the other remedies provided herein, City has the right to remove whatever improvements have been placed in Special Improvement Area and Owner shall be in violation of a condition of the Approved Development Plan.

# Section 8. Assignment. Owner may sell, transfer or assign this Declaration without the prior written consent of City to a transferee of the fee simple interest in the Property or to an owner responsible for the common areas of the Property (including a condominium association, homeowners association or property owners association), with written notice of the assignment and delivery of a copy of the written assumption of responsibilities executed by assignor to City, which such transfer or assignment shall be given in a recordable form and shall be recorded by Owner or Owner’s assignee or transferee. Owner’s assignee or transferee shall assume all obligations arising under this Declaration, and, thereafter, Owner shall be fully released and relieved from all liability and obligation hereunder. If the Property is converted to condominium form of ownership, then the applicable condominium association shall automatically be deemed the Owner and no other assignment or other documentation is needed in order to effectuate the transfer. Other than as described in this subparagraph, Owner may not sell, transfer or assign this Declaration without the prior written consent of City.

# Section 9. Notice. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Declaration, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, transmitting same by Federal Express or similar delivery method, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as City or Owner may from time to time designate by notice as herein provided.

## 9.1 All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder twenty-four (24) hours after transmission by Federal Express or other nationally recognized overnight mail delivery service or at the time of hand delivery or forty-eight (48) hours after the time that the same shall be deposited in the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

## 9.2 Any written notice hereunder shall be addressed as follows, unless either party provides written notice to the other to direct notices other than as set forth herein:

If to City: City Attorney

City of Fort Lauderdale

1 East Broward Boulevard, Suite 1605

Fort Lauderdale, Florida 33301

With a copy to: City Manager

City of Fort Lauderdale

401 South East 21st Street

Fort Lauderdale, Florida 33316

If to Owner: Click to Enter Entity Name

Click to Enter Address

Click to Enter City, State Zip code

Click to Enter Telephone

Attention:Click to Enter FULL NAME

(optional) With a copy to: Click to Enter Entity Name

Click to Enter Address

Click to Enter City, State Zip code

Click to Enter Telephone

Attention:Click to Enter FULL NAME

# Compliance with Governing Laws. The parties shall comply with all applicable laws, ordinances and codes of the United States of America, the State of Florida and all local governments having jurisdiction in carrying out the rights and obligations set forth in this Declaration.

# Recordation/Successors and Assigns. This Declaration shall be recorded in the public records of Broward County Florida and the rights and obligations hereunder shall be binding upon the Owner and its successors in interest.

# Covenant Running with the Land. It is intended that this Declaration and the rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

# Enforcement. The City shall be entitled to enforce the maintenance obligations set forth in this Declaration by an action in law or equity.

# Florida Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Florida.

# Venue. Any action or proceeding of any kind arising out of or related to this Declaration shall be brought in the appropriate State or Federal Court for Broward County, Florida. The parties hereto irrevocably consent to service, jurisdiction, and venue in the courts of Broward County, Florida, for any litigation arising from this Declaration and waive any other venue to which any of them might be entitled.

# Headings/Interpretation. The word or phrase appearing at the commencement of sections or subsections are included only as a guide to the contents thereof and are not to be construed as controlling, enlarging or restricting the language or meaning of the text.

# Waiver of Jury Trial. THE OWNER, SUBJECT TO CITY AGREEING TO SAME FOR ITSELF, WAIVES ANY RIGHTS IT MAY HAVE TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF OR RELATED TO THIS DECLARATION AND SHALL NOT ELECT A TRIAL BY JURY. THE OWNER HERETO HAS SEPARATELY, KNOWINGLY AND VOLUNTARILY GIVEN THIS WAIVER OF RIGHT TO TRIAL BY JURY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

# Third Parties. Unless expressly stated to the contrary in this Declaration, nothing contained in this Declaration, whether express or implied, is intended to confer any rights or remedies under or by reason of this Declaration on any third party as a third-party beneficiary or otherwise.

# Amendment. This Declaration may be amended, modified or restated only by written consent signed by both Owner and City, and such amendment, modification or restatement shall only become effective when recorded in the Public Records of Broward County, Florida. No other party or person shall be required to join in or consent to any amendment, modification or restatement, nor shall the Owner or City be required to give any notice thereof. If the Property is subsequently governed or administered by a condominium association, homeowners association or property owners’ association, then the execution and delivery of any amendment, modification or restatement by such condominium association, homeowners' association or property owners' association shall serve as the consent of the unit owners, homeowners or property owners and no further consent by such unit owners, homeowners or property owners shall be required.

# **SIGNATURES AND ACKNOWLEDGMENT APPEAR ON FOLLOWING PAGES**

# IN WITNESS WHEREOF, the Owner has executed this Declaration as of the date first above written.

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| --- | --- | --- |
| **WITNESSES:**    (Witness 1 Signature)  Print Name:  Address:    (Witness 2 Signature)  Print Name:  Address: |  | **OWNER**  Click to Enter Owner Complete Entity Name  By: Printed name: Click to Enter Full Name  Title: Click to Enter Title |

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this       day of      , 2024 by Click to Enter Full Name of Authorized Signatory as Click to Enter Title of Click to Enter Complete Name of Entity, a Click to Enter Entity Type, e.g. Corporation, on behalf of Click to Enter Owner Complete Entity Name.

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| Approved as to Form and Correctness:  Thomas J. Ansbro, City Attorney  Lynn Solomon, Esq., Asst. City Attorney  Shaun N. Amarnani, Esq., Asst. City Attorney  Fort Lauderdale | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Notary Public, State of Florida  (Signature of Notary taking Acknowledgement)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name of Notary Typed, Printed or Stamped    My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Commission Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**EXHIBIT “A”**

Sketch and Legal Description

**EXHIBIT “B”**

Special Improvements/Special Improvement Area