88331530

AGREEMENT FOR AMENDMENT
OF NOTATION ON PLAT

THIS IS an AGREEMENT between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns hereinafter referred to as "COUNTY";

AND

Alec P. Courtelis and Donald L. Smith, Jr., its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of 30.46 acres, as shown on the LAKEWOOD COMMERCIAL Plat, which Plat was recorded in Plat Book 120, Page 27, in the Public Records of Broward County on July 26, 19 84; and

WHEREAS, the LAKEWOOD COMMERCIAL Plat contains the following notation on the face of the Plat:

> This plat is being restricted as follows: 363,831 square feet of commercial. Convenience stores, fast food restaurants and service stations are not permitted without approval of County Commission;

and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to said notation; and

WHEREAS, the COUNTY has no objection to amending said notation and the Board of County Commissioners approved such an amendment at its meeting of April 5, 19 88;

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the LAKEWOOD COMMERCIAL Plat for the purpose of clarifying and limiting the use of the LAKEWOOD COMMERCIAL Plat property which states:

> This plat is being restricted as follows: 363,831 square feet of commercial. Convenience stores, fast food restaurants and service stations are not permitted without approval of County Commission.

Minutes 7-14-88 p.50

Approved BCC 4-5-88 63
Submitted by Planning & Zoning
RETURN TO DOCUMENT CONTROL

ASAP

AUG 18 3 21 PM '88

BK 15706 PG 334

is hereby amended to read as follows:

> This plat is restricted to 363,831 square feet of commercial. This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended be agreement with Broward County.

3. This Agreement shall be recorded in the Public Records of Broward County, Florida, to evidence the agreements and representations of the parties as set forth herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 5th day of April, 19 88, and Alec P. Courtelis and Donald L. Smith, Jr., ~~signing by and through its~~ ~~, duly authorized to execute same~~.

COUNTY

ATTEST:

Colleen Bruce
County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

By Sylvia Poitier
Chairman

18 day of August, 19 88.

Approved as to form by
Office of General Counsel
for Broward County, Florida
SUSAN F. DELEGAL, General Counsel
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600

By David M. Fegl.
Assistant General Counsel

BK15706PG 335

STATE OF FLORIDA)
) SS.
COUNTY OF)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared SYLVIA POITIER to me well known and known to me to be the Chairman of the Board of County Commissioners of Broward County, Florida, and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 18 day of August, 19 88.

Margaret A. Martens
Notary Public

My commission expires:

"OFFICIAL NOTARY SEAL"
MARGARET A. MARTENS
MY COMM. EXP. 4/15/92

DEVELOPER

WITNESS:

Charlene Guzzolini

Maureen Urrutia

Alec P. Courtelis & Donald L. Smith, Jr.

By Alec P. Courtelis
Alec P. Courtelis

By Donald L. Smith, Jr.
Donald L. Smith, Jr.

21 day of April, 1988.

STATE OF FLORIDA)
) SS.
COUNTY OF Dade)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Alec P. Courtelis and Donald L. Smith JR., to me well known and known to me to be the _____ of _____, and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21 day of April, 1988.

Charlie F. Rosario
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 29, 1988

BK15706PG 336

Order: 12137711 Page 3 of 5 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:15706-00334

OWNER OF TRACT "B"

WITNESS:

Bettina Rambin

TRADEMARK DEVELOPERS

By _____
Reginald Wagner

State of Florida)
) SS.
County of Broward)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Reginald Wagner, to me well known and known to me to be the owner of tract "B", and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 20th day of May, 1988.

Carol Bradley
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES, SEPT. 14, 1991
BONDED THRU NOTARY PUBLIC UNDERWRITERS

OR 15706 PG 337

Lakewood Commercial

MORTGAGEE'S CONSENT AND ACKNOWLEDGMENT

The undersigned, GNA Life Insurance Company, hereby certifies that it is the holder of a a mortgage upon the parcel as shown on the Lakewood Commercial Plat, and does hereby consent to the foregoing Agreement for Amendment of Notation on the Lakewood Commercial Plat.

WITNESS:

Carolyn G. Larson

GNA Life Insurance Company

By [signature]

1st day of June, 1988.

(SEAL)

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared K. E. Starr, to me well known and known to me to be the Vice President of GNA Life Insurance Company, and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 1st day of June 1988 19__.

Colin M. Eldridge
Notary Public

My commission expires: MY COMMISSION EXPIRES 2/4/89

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BK 15706 PG 338

ASL:lbl
A138-N
7/18/85
#85-109

Order: 12137711 Page 5 of 5 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:15706-00334

88331529

AGREEMENT FOR AMENDMENT
OF NOTATION ON PLAT

THIS IS an AGREEMENT between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns hereinafter referred to as "COUNTY";

AND

Robert A. Steele, Trustee, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of 30.46 acres, as shown on the LAKEWOOD COMMERCIAL Plat, which Plat was recorded in Plat Book 120, Page 27, in the Public Records of Broward County on July 26, 19 84; and

WHEREAS, the LAKEWOOD COMMERCIAL Plat contains the following notation on the face of the Plat:

This plat is being restricted as follows: 363,831 square feet of commercial. Convenience stores, fast food restaurants and service stations are not permitted without approval of County Commission;

and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to said notation; and

WHEREAS, the COUNTY has no objection to amending said notation and the Board of County Commissioners approved such an amendment at its meeting of April 5, 19 88;

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct.

2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the LAKEWOOD COMMERCIAL Plat for the purpose of clarifying and limiting the use of the LAKEWOOD COMMERCIAL Plat property which states:

This plat is being restricted as follows: 363,831 square feet of commercial. Convenience stores, fast food restaurants and service stations are not permitted without approval of County Commission.

Approved BCC 4-5-88 #63

Submitted By Planning & Zoning

RETURN TO DOCUMENT CONTROL ASAP

Minute 1750 1750

AUG 18 3 21 PM '88

BK 15706 PG 330

is hereby amended to read as follows:

> This plat is restricted to 363,831 square feet of commercial. This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended be agreement with Broward County.

3. This Agreement shall be recorded in the Public Records of Broward County, Florida, to evidence the agreements and representations of the parties as set forth herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 24 day of May, 1988, and Robert A. Steele, Trustee ~~signing by and through its~~ ~~duly authorized to execute same~~.

COUNTY

ATTEST:

County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

By Sylvia Poitier
Chairman

16 day of August, 1988.

Approved as to form by
Office of General Counsel
for Broward County, Florida
SUSAN F. DELEGAL, General Counsel
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (305) 357-7600

By David M. Fleeh
Assistant General Counsel

BK15706PG 331

STATE OF FLORIDA)
) SS.
COUNTY OF)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared SYLVIA POITIER, to me well known and known to me to be the Chairman of the Board of County Commissioners of Broward County, Florida, and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 16 day of August, 1988.

Margaret A. Martens
Notary Public

My commission expires:

"OFFICIAL NOTARY SEAL"
MARGARET A. MARTENS
MY COMM. EXP. 4/16/92

Order: 12137711 Page 2 of 4 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:15706-00330

DEVELOPER

WITNESS:

Maureen Ricciardi

Charlene Shimabukuro

By Robert A. Steele, Trustee

24 day of May, 1988.

STATE OF FLORIDA)
) SS.
COUNTY OF Dade)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Robert A. Steele, to me well known and known to me to be the Trustee of _____, and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 24 day of May, 1988.

Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 29, 1988

BK15706PG332

Order: 12137711 Page 3 of 4 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:15706-00330

MORTGAGEE'S CONSENT AND ACKNOWLEDGMENT

The undersigned, Quentin S. Dewing, hereby certifies that it is the holder of a a mortgage upon the parcel as shown on the Lakewood Commercial Plat, and does hereby consent to the foregoing Agreement for Amendment of Notation on the Lakewood Commercial Plat.

WITNESS:

Stephanie W. Pulito

David Morice

By Assistant Vice President

27 day of May, 1985.

(SEAL)

STATE OF CONNECTICUT)
) SS.
COUNTY OF HARTFORD)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Quentin A. Dewing, to me well known and known to me to be the ASSISTANT VICE PRESIDENT of AETNA LIFE INSURANCE COMPANY, and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 27th day of May, 1988.

Patricia J. Gebhardt
Notary Public

My commission expires:

PATRICIA J. GEBHARDT
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1991

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

BK 15706 PG 333

ASL:lbl
A138-N
7/18/85
#85-109

Order: 12137711 Page 4 of 4 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:15706-00330

SEE ORB 15706 PGS 330 AND 334 for AMENDMENT INFO.

84-261463

PLAT BOOK 120 PAGE 27

OR 11 15 PG 23

SHEET 1 OF 2 SHEETS

LAKEWOOD COMMERCIAL

BEING A REPLAT OF PORTION OF "MARGATE REALTY Nº1" (P.B. 42, PG. 42, BROWARD COUNTY, FLORIDA) AND A REPLAT OF PORTIONS OF "PALM BEACH FARMS CO., PLAT Nº3" (P.B. 2, PG. 54, PALM BEACH COUNTY, FLORIDA) LYING AND BEING IN SEC. 36, T. 48S., R. 41E. AND SEC. 31, T. 48S., R. 42E. CITY OF MARGATE, BROWARD CO., FLA.

PREPARED BY: **SCHWEBKE ~ SHISKIN & ASSOCIATES, INC.**
LAND SURVEYORS ENGINEERS ARCHITECTS LAND PLANNERS SOILS
18800 NORTHWEST 2ND AVENUE MIAMI, FLORIDA. 33169
ORDER Nº SCALE: 1" = 100' OCTOBER, 1983.

0 10 25 60 100 150 210 300
GRAPHIC SCALE IN FEET

LEGAL DESCRIPTION:

BEING A REPLAT OF A PORTION OF "MARGATE REALTY Nº 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42 AT PAGE 42 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, WHICH LIES IN SECTION 36 TOWNSHIP 48 SOUTH, RANGE 41 EAST AND A REPLAT OF PORTIONS OF TRACTS 22, 23, 24 AND 25, BLOCK 94, "PALM BEACH FARMS CO., PLAT Nº 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WHICH LIES WITHIN SECTION 31, TOWNSHIP 48 SOUTH, RANGE 42 EAST, CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 36; THENCE NORTH, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 36, FOR 53.01 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N.88°44'58"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ATLANTIC BOULEVARD, FOR 2.23 FEET; THENCE N.1°27'05"E., FOR 271.41 FEET; THENCE N.88°32'55"W., AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES, FOR 35.00 FEET; THENCE N.1°27'05"E., FOR 90.00 FEET; THENCE N.88°32'55"W., AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES, FOR 240.00 FEET; THENCE N.1°27'05"E., FOR 190.00 FEET; THENCE S.88°32'55"E., AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES, FOR 30.00 FEET; THENCE N.1°27'05"E., FOR 54.00 FEET; THENCE S.88°32'55"E., AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR 400.00 FEET; THENCE N.72°49'27"E., FOR 77.65 FEET TO A POINT ON A CURVE (SAID POINT BEARS S.40°03'00"W., FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE); THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 320.00 FEET AND A CENTRAL ANGLE OF 41°52'05", FOR AN ARC DISTANCE OF 233.84 FEET TO A POINT OF TANGENCY; THENCE N.88°10'55"E., FOR 233.64 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 530.00 FEET AND A CENTRAL ANGLE OF 10°10'49"; FOR AN ARC DISTANCE OF 94.17 FEET TO A POINT OF TANGENCY; THENCE N.78°00'06"E., FOR 230.51 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, EASTERLY, SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 116°33'49" FOR AN ARC DISTANCE OF 1159.62 FEET TO A POINT OF TANGENCY; THENCE S.14°33'55"W., FOR 103.21 FEET TO A POINT ON A CURVE (SAID POINT BEARS N.14°16'05"E., FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE) LAST MENTIONED SIX COURSES BEING COINCIDENT WITH THE BOUNDARY OF A 60 FOOT ACCESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 5594 AT PAGE 275 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 5782.58 FEET AND A CENTRAL ANGLE OF 13°01'03", FOR AN ARC DISTANCE OF 1313.79 FEET TO A POINT OF TANGENCY; THENCE N.88°44'58"W., FOR 355.98 FEET TO THE POINT OF BEGINNING (LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE NORTHERLY RIGHT-OF-WAY LINE OF WEST ATLANTIC BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 4857 AT PAGE 76 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.)

TOGETHER WITH:

A REPLAT OF A PORTION OF TRACT 24, BLOCK 94, "PALM BEACH FARMS CO., PLAT Nº3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST; THENCE SOUTH, ALONG THE WEST LINE OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 42 EAST, FOR 53.01 FEET; THENCE S.88°44'58"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST ATLANTIC BOULEVARD, AS RECORDED IN OFFICIAL RECORDS BOOK 4857 AT PAGE 76 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR 200.05 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE S.88°44'58"E., ALONG THE LAST DESCRIBED COURSE FOR 153.61 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 5676.58 FEET AND A CENTRAL ANGLE OF 2°18'26", FOR AN ARC DISTANCE OF 228.59 FEET (LAST MENTIONED TWO COURSES BEING ALSO COINCIDENT WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID WEST ATLANTIC BOULEVARD); THENCE S.3°33'28"W., RADIAL TO THE LAST AND NEXT DESCRIBED CURVES, FOR 197.00 FEET; THENCE NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 5479.58 FEET AND A CENTRAL ANGLE OF 2°18'26" FOR AN ARC DISTANCE OF 220.66 FEET TO A POINT OF TANGENCY; THENCE N.88°44'58"W., FOR 149.31 FEET (SAID LAST MENTIONED THREE COURSES BEING COINCIDENT WITH THE BOUNDARY OF "LAKEWOOD ON THE GREEN SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78 AT PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA); THENCE NORTH, ALONG A LINE PARALLEL WITH AND 200.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 31, FOR 197.05 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH:

A REPLAT OF A PORTION OF TRACTS 24 AND 25, BLOCK 94, "PALM BEACH FARMS CO., PLAT Nº 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST; THENCE S.88°44'58"E., ALONG THE CENTERLINE OF WEST ATLANTIC BOULEVARD, AS RECORDED IN OFFICIAL RECORDS BOOK 4857 AT PAGE 76 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR 354.82 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 5729.58 FEET AND A CENTRAL ANGLE OF 6°20'40" FOR AN ARC DISTANCE OF 634.44 FEET (LAST MENTIONED COURSE ALSO BEING COINCIDENT WITH THE CENTERLINE OF THE AFORESAID WEST ATLANTIC BOULEVARD); THENCE S.7°35'42"W., RADIAL TO THE LAST AND NEXT DESCRIBED CURVES, FOR 53.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID WEST ATLANTIC BOULEVARD, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 5676.58 FEET AND A CENTRAL ANGLE OF 5°15'12" FOR AN ARC DISTANCE OF 520.47 FEET; THENCE S.0°40'20"W., ALONG THE WESTERLY BOUNDARY LINE OF "LAKEWOOD KNOLLS", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78 AT PAGE 23 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR 201.70 FEET TO A POINT ON A CURVE (SAID POINT BEARS N.13°17'35"E., FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE); THENCE NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 5479.58 FEET AND A CENTRAL ANGLE OF 5°41'53" FOR AN ARC DISTANCE OF 544.94 FEET; THENCE N.7°35'42"E., RADIAL TO THE LAST DESCRIBED CURVE, FOR 197.00 FEET TO THE POINT OF BEGINNING (LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE BOUNDARY OF "LAKEWOOD ON THE GREEN SECTION TWO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 83 AT PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.)

ALSO TOGETHER WITH:

A REPLAT OF A PORTION OF TRACT 25, BLOCK 94, "PALM BEACH FARMS CO., PLAT Nº 3", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINES OF WEST ATLANTIC BOULEVARD AND BANKS ROAD, AS SHOWN ON THE PLAT OF "LAKEWOOD GARDENS", AS RECORDED IN PLAT BOOK 78 AT PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE N.73°14'58"W., ALONG THE CENTERLINE OF WEST ATLANTIC BOULEVARD, FOR 192.53 FEET; THENCE S.0°40'20"W., ALONG THE EASTERLY RIGHT-OF-WAY LINE OF A 70 FOOT CANAL AS RECORDED IN OFFICIAL RECORDS BOOK 4507 AT PAGE 685 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR 55.16 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE S.0°40'20"W., ALONG THE LAST DESCRIBED COURSE, FOR 223.93 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE S.89°19'40"E., CONTINUING ALONG SAID CANAL RIGHT-OF-WAY LINE, FOR 155.00 FEET; THENCE N.0°40'20"E., ALONG THE EAST LINE OF SAID TRACT 25, FOR 189.93 FEET; THENCE N.73°14'58"W., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE AFORESAID WEST ATLANTIC BOULEVARD, FOR 176.92 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: THAT ALEC P. COURTELIS, AS AN INDIVIDUAL AND DONALD L. SMITH AS AN INDIVIDUAL AND ROBERT A. STEELE, AS TRUSTEE HAVE CAUSED TO BE MADE THE ATTACHED PLAT OF "LAKEWOOD COMMERCIAL", THE SAME BEING A REPLAT OF A PORTION OF "MARGATE REALTY Nº1" (P.B. 42, PG. 42, BROWARD COUNTY, FLORIDA) AND A REPLAT OF PORTIONS OF "PALM BEACH FARMS CO., PLAT Nº 3" (P.B. 2, PG. 54, PALM BEACH COUNTY, FLORIDA) AND A PORTION OF SECTION 31, TOWNSHIP 48 SOUTH, RANGE 42 EAST. CITY OF MARGATE, BROWARD COUNTY, FLORIDA.

THAT THOSE PORTIONS OF WEST ATLANTIC BOULEVARD LYING WITHIN THE LIMITS OF THIS PLAT ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES.

THAT THE NON-VEHICULAR ACCESS LINES, ARE HEREBY DESIGNATED FOR THE EXPRESS PURPOSE OF PREVENTING DIRECT VEHICULAR ACCESS TO AND FROM THE ARTERIAL ROADS.

THAT AN EASEMENT IS DEDICATED TO THE PUBLIC FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES OF THOSE AREAS SHOWN AND IDENTIFIED AS UTILITY EASEMENT AND SUCH AREAS SHALL BE KEPT FREE FROM PERMANENT OBSTRUCTION.

THIS PLAT IS BEING RESTRICTED AS FOLLOWS: 363,831 SQUARE FEET OF COMMERCIAL. CONVENIENCE STORES, FAST FOOD RESTAURANTS AND SERVICE STATIONS ARE NOT PERMITTED WITHOUT APPROVAL OF COUNTY COMMISSION.

IN WITNESS WHEREOF:
WE HAVE HEREUNTO SET OUR HAND AND SEALS, THIS 10th DAY OF November A.D. 1983

WITNESS: Maureen Uriarte AS TO BOTH BY: Alec P. Courtelis SEAL.
ALEC P. COURTELIS, AS AN INDIVIDUAL

WITNESS: Gary O'Rourke BY: D.L. Smith SEAL
DONALD L. SMITH, AS AN INDIVIDUAL

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF BROWARD S.S. I HEREBY CERTIFY: THAT ON THIS DAY, PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, ALEC P. COURTELIS, AS AN INDIVIDUAL AND DONALD L. SMITH, AS AN INDIVIDUAL, TO ME WELL KNOWN TO BE THE PERSONS HEREIN DESCRIBED AND WHO SIGNED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED BEFORE ME, THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN MENTIONED.
WITNESS: MY SIGNATURE AND OFFICIAL SEAL, THIS 10 DAY OF November A.D. 1983
MY COMMISSION EXPIRES:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 23 1984
BONDED THRU GENERAL INS. UNDERWRITERS

NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE.

IN WITNESS WHEREOF:
WE HAVE HEREUNTO SET OUR HANDS AND SEALS, THIS 10th DAY OF November A.D. 1983.

WITNESS: Maureen Uriarte AS TO BOTH BY: Alec P. Courtelis SEAL.
ALEC P. COURTELIS, AS AN INDIVIDUAL.

WITNESS: BY: SEAL.
ROBERT A. STEELE, AS TRUSTEE

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF BROWARD S.S. I HEREBY CERTIFY: THAT ON THIS DAY, PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, ALEC P. COURTELIS, AS AN INDIVIDUAL AND ROBERT A. STEELE, AS TRUSTEE, TO ME WELL KNOWN TO BE THE PERSONS HEREIN DESCRIBED AND WHO SIGNED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED BEFORE ME, THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN MENTIONED.
WITNESS: MY SIGNATURE AND OFFICIAL SEAL, THIS 10th DAY OF November A.D. 1983
MY COMMISSION EXPIRES:

Teresa A. Yeager
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE.

CITY PLANNING AND ZONING BOARD:

THIS IS TO CERTIFY: THAT THE CITY PLANNING AND ZONING BOARD OF MARGATE, FLORIDA, ACCEPTED AND APPROVED THIS PLAT, THIS 13 DAY OF DECEMBER A.D. 1983.

BY: CHAIRMAN
HARRY BECKLER, SR.

CITY ENGINEER:

THIS PLAT WAS APPROVED BY THE CITY ENGINEER OF THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA, ON THIS DAY OF FEBRUARY A.D. 1984.

BY: CITY ENGINEER
EMIL C. ESTEBAN
STATE OF FLORIDA REGISTERED ENGINEER Nº 31945

CITY COMMISSION:

THIS PLAT WAS APPROVED BY THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA, IN AND BY RESOLUTION PASSED AND ADOPTED ON THIS 21st DAY OF December A.D. 1983. AND IN ACCEPTING THIS PLAT, ALL PREVIOUS PLATS OF SAID LANDS ARE HEREBY CANCELLED AND SUPERSEDED.

ATTEST: Shirley J. Baughman CITY CLERK. BY: MAYOR

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL, APPROVED THIS PLAT WITH REGARD TO DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS BY RESOLUTION DULY ADOPTED, THIS 26th DAY OF April A.D. 1984.

BY: 4/27/84

BROWARD COUNTY ENGINEERING DIVISION:

THIS PLAT WAS APPROVED AND ACCEPTED FOR RECORD.

BY: DATE 2-17-84
HENRY P. COOK
PROFESSIONAL ENGINEER Nº 12506 STATE OF FLORIDA.

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION - MINUTES SECTION:

THIS PLAT WAS APPROVED FOR RECORD BY THE BROWARD COUNTY, FLORIDA, BOARD OF COUNTY COMMISSIONERS, THIS 15th DAY OF May A.D. 1984.
ATTEST: F.T. JOHNSON, COUNTY ADMINISTRATOR.

BY: Mildred U. Cavanaugh DEPUTY. BY: CHAIRMAN COUNTY COMMISSION.

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION - RECORDING SECTION:

FILED FOR RECORD, THIS 26th DAY OF July A.D. 1984, AT 8:45 A.M., IN BOOK 120 OF PLATS, AT PAGE 27 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
ATTEST: F.T. JOHNSON, COUNTY ADMINISTRATOR.

BY: Carole C. Doyle DEPUTY.

SURVEYOR'S CERTIFICATE:

WE HEREBY CERTIFY: THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS DESCRIBED HEREON, AS RECENTLY SURVEYED AND PLATTED UNDER OUR DIRECT SUPERVISION, ALSO THAT THE PERMANENT REFERENCE MONUMENTS WERE SET IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA AND THAT THE PERMANENT CONTROL POINTS WILL BE SET WITHIN ONE (1) YEAR OF THE DATE OF RECORDING OF THIS PLAT. THE SURVEY DATA SHOWN HEREON COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177 (PART 1) FLORIDA STATUTES AND THAT THE BENCH MARKS SHOWN HEREON WERE ESTABLISHED IN CONFORMITY WITH STANDARDS ADOPTED BY THE N.O.S. FOR THIRD ORDER WORK. REFER TO N.G.V.D. (FORMERLY N.O.S.) SEE SURVEYOR'S NOTES.

SCHWEBKE ~ SHISKIN & ASSOCIATES, INC.

BY: Donald E. Burns 11-30-83 EXEC. VICE PRES.
DONALD E. BURNS
PROFESSIONAL LAND SURVEYOR Nº 1853 STATE OF FLORIDA

SURVEYOR'S NOTES:

- ⊙ P.R.M. DENOTES PERMANENT REFERENCE MONUMENT.
- • P.C.P. DENOTES PERMANENT CONTROL POINT.
- —/// — DENOTES NON-VEHICULAR ACCESS.

BEARINGS SHOWN, ARE BASED ON AN ASSUMED MERIDIAN.
BENCH MARKS SHOWN, RELATE TO N.G.V. DATUM AND ORIGINATE FROM THE SYSTEM OF BENCH MARKS BY BROWARD COUNTY.
STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON THE "STONER-KEITH RESURVEY OF TOWNSHIP 48 SOUTH, RANGE 41 EAST" ACCORDING TO THE PLAT THEREOF RECORDED IN MISCELLANEOUS PLAT BOOK 3 AT PAGE 44, SHEET Nº 6.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

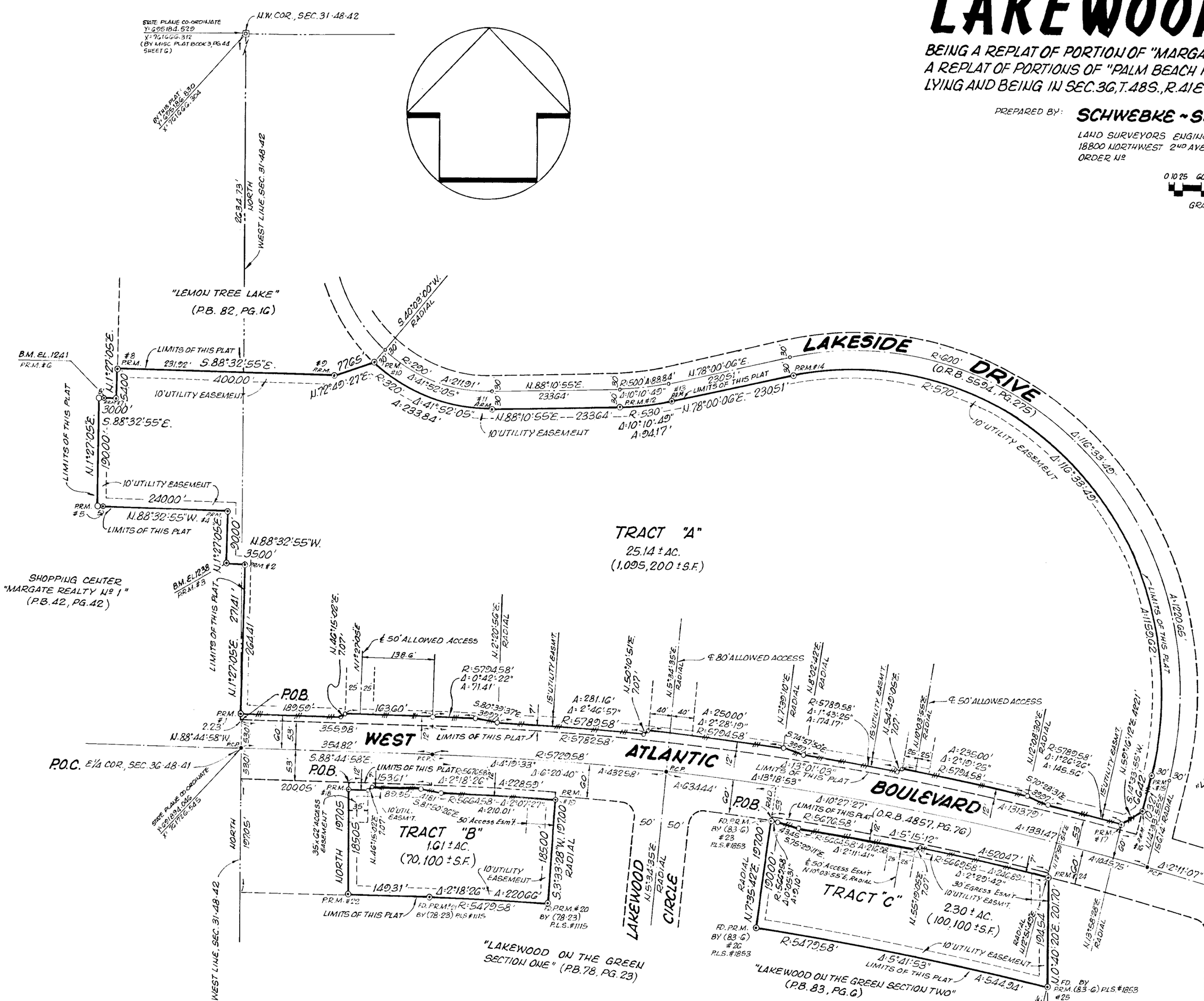
Order: 12137711
Doc: FLBROW:MPLT 120-00027

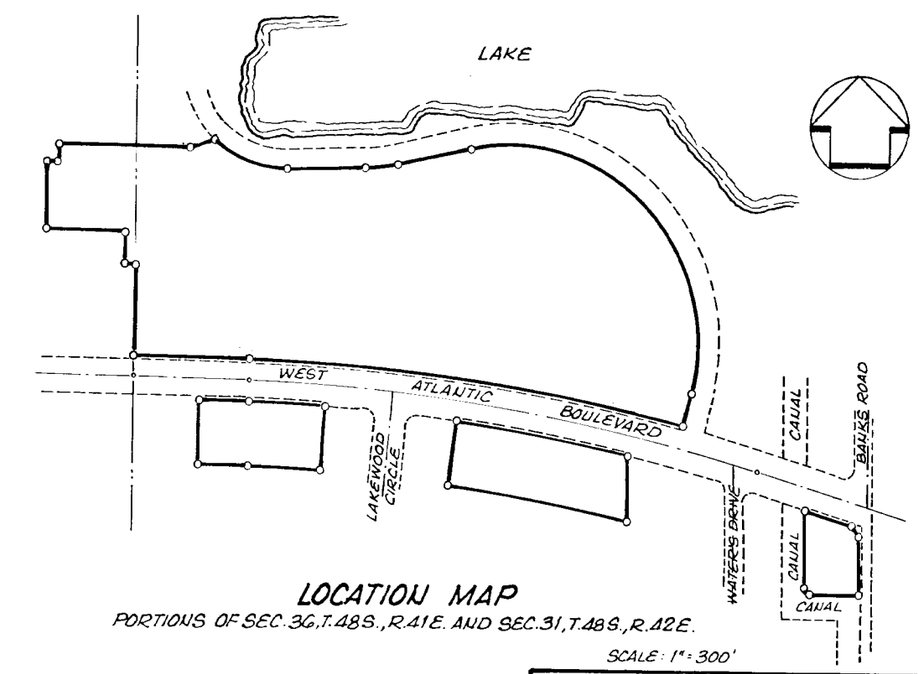
LAKEWOOD COMMERCIAL

BEING A REPLAT OF PORTION OF "MARGATE REALTY Nº 1" (P.B. 42, PG. 42, BROWARD COUNTY, FLORIDA) AND A REPLAT OF PORTIONS OF "PALM BEACH FARMS CO., PLAT Nº 3" (P.B. 2, PG. 54, PALM BEACH COUNTY, FLORIDA) LYING AND BEING IN SEC. 36, T. 48 S., R. 41 E. AND SEC. 31, T. 48 S., R. 42 E. CITY OF MARGATE, BROWARD CO., FLA.

PREPARED BY: SCHWEBKE ~ SHISKIN & ASSOCIATES, INC.
LAND SURVEYORS ENGINEERS ARCHITECTS LAND PLANNERS SOILS
18800 NORTHWEST 2ND AVENUE MIAMI, FLORIDA. 33169
ORDER Nº SCALE: 1" = 100' OCTOBER, 1983

0 10 25 50 100 150 210 300
GRAPHIC SCALE IN FEET





LOCATION MAP

PORTIONS OF SEC. 36, T. 48 S., R. 41 E. AND SEC. 31, T. 48 S., R. 42 E.

SCALE: 1" = 300'

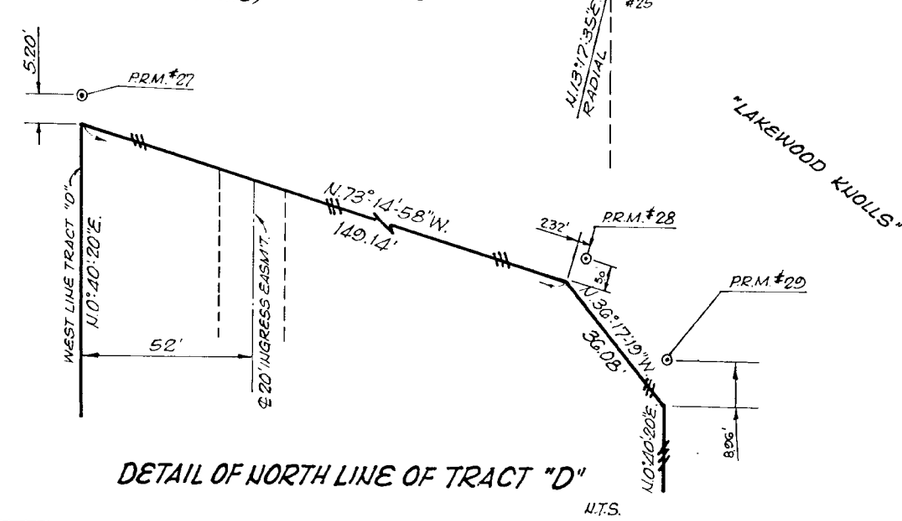
STATE PLANE COORDINATES		
PRM Nº	Y	X
1	691954.055	761723.304
2	692218.458	761725.253
3	692218.704	761980.254
4	692308.702	761980.886
5	692310.354	761455.803
6	692500.349	761457.228
7	692500.174	761482.227
8	692554.172	761482.607
9	692551.300	761882.597
10	692575.645	761956.352
11	692504.727	762173.744
12	692516.412	762407.092
13	692529.430	762500.233
14	692581.468	762724.792
15	691892.957	763407.681
16	691828.377	763392.157
17	691806.148	763356.275
18	691828.342	761927.784
19	691822.400	762309.157
20	691637.578	762301.058
21	691642.797	762080.475
22	691643.322	761931.170
23	691795.865	762707.541
24	691712.716	763222.013
25	691518.180	763223.201
26	691607.104	762685.880
27	691582.734	763758.432
28	691541.370	763905.633
29	691517.463	763923.864
30	691352.193	763924.950
31	691351.306	763780.953
32	691366.108	763759.855

SURVEYOR'S NOTES:

- ⊙ P.R.M. DENOTES PERMANENT REFERENCE MONUMENTS.
- • P.C.P. DENOTES PERMANENT CONTROL POINT.
- DENOTES NON-VEHICULAR ACCESS.

BEARINGS SHOWN, ARE BASED ON AN ASSUMED MERIDIAN. BENCH MARKS SHOWN, RELATE TO N.G.V. DATUM AND ORIGINATE FROM THE SYSTEM OF BENCH MARKS BY BROWARD COUNTY. TRACT AREAS SHOWN ARE TO THE NEAREST 100 S.F. INCREMENT. STATE PLANE COORDINATES SHOWN HEREON ARE BASED ON THE "STONER-KEITH RESURVEY OF TOWNSHIP 48 SOUTH, RANGE 41 EAST" ACCORDING TO THE PLAT THEREOF RECORDED IN MISCELLANEOUS PLAT BOOK 3 AT PAGE 44, SHEET Nº G. THE BEARING SYSTEM SHOWN ON THIS PLAT MUST BE ROTATED 1°02'55" COUNTER-CLOCKWISE TO COINCIDE WITH SAID STATE-PLANE COORDINATE SYSTEM.

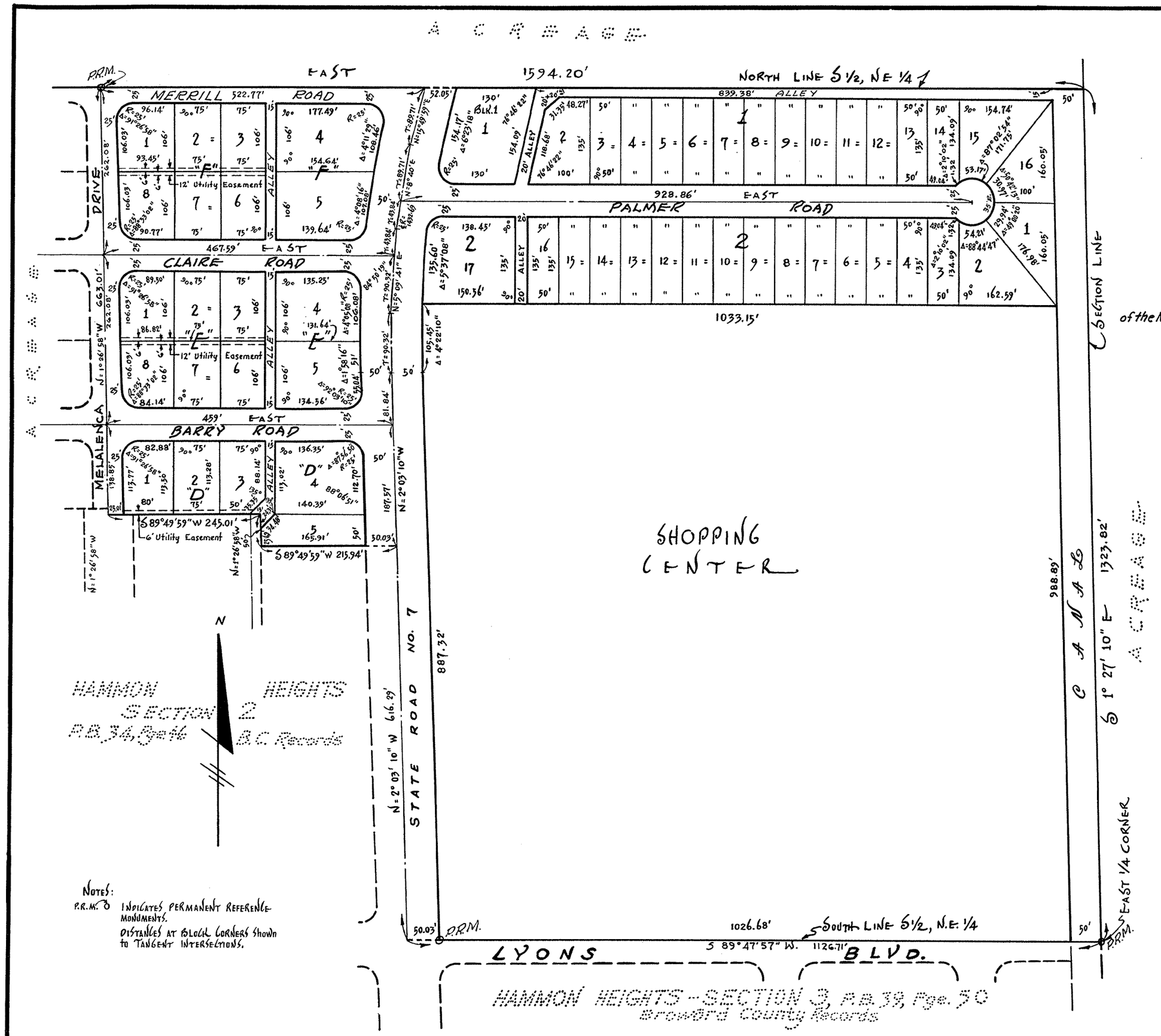
TOTAL ACREAGE OF THIS PLAT	30.46 ± AC.
ROADS R/W DEDICATION	0.65 ± AC.
NET ACREAGE OF TRACTS	29.81 ± AC.



DETAIL OF NORTH LINE OF TRACT "D"

N.T.S.

Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM



NOTES:
P.R.M.'S INDICATES PERMANENT REFERENCE MONUMENTS.
DISTANCES AT BLOCK CORNERS SHOWN TO TANGENT INTERSECTIONS.

MARGATE REALTY No. 1

SEC. 36, TWP. 48 S., RGE. 41 E.

BROWARD COUNTY, FLORIDA

SCALE: 1" = 100' — 0 25 50 75 100 150 200 300 SCALE IN FEET

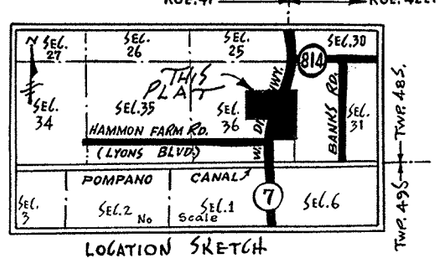
MCLAUGHLIN ENGINEERING CO.,
400 N. E. 3RD AVENUE
FORT LAUDERDALE - FLORIDA

JANUARY 1957

MORTGAGE HOLDER'S SIGNATURES

WE, the undersigned SIGNERS and HOLDERS of a MORTGAGE on the above described PROPERTY hereby approve and accept this MAP.

WALLACE A. ROBINSON
HORACE P. ROBINSON



COUNTY ENGINEER'S CERTIFICATE

APPROVED FOR RECORD:
H. C. DAVIS - COUNTY ENGINEER

DESCRIPTION

ALL of LOT 12, BLOCK 2, HAMMON HEIGHTS, SECTION 2, according to the PLAT thereof RECORDED in PLAT BOOK 34, PAGE 46, of the PUBLIC RECORDS of BROWARD COUNTY, FLORIDA, and a PORTION of the SOUTH one-half (S½) of the NORTHEAST one-quarter (NE¼) of SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA, and more fully described as follows:

BEGINNING at the SOUTHEAST CORNER of the said NORTHEAST one-quarter (NE¼); thence SOUTH 89°47'57" WEST, along the SOUTH LINE of the said NORTHEAST one-quarter (NE¼), a distance of 1126.71 feet; thence NORTH 2°03'10" WEST, a distance of 616.29 feet; thence SOUTH 89°49'59" WEST, a distance of 215.94 feet, to the SOUTHWEST CORNER of said LOT 12, BLOCK 2; thence NORTH 1°26'58" WEST, a distance of 50 feet; thence SOUTH 89°49'59" WEST, a distance of 245.01 feet; thence NORTH 1°26'58" WEST, a distance of 663.01 feet, to a POINT on the NORTH LINE of the said SOUTH one-half (S½) of the NORTHEAST one-quarter (NE¼); thence due EAST along the said NORTH LINE, a distance of 1594.20 feet, to the NORTHEAST CORNER of the said South one half (S½) of the NE¼; thence SOUTH 1°27'10" EAST, along the EAST LINE of the said SOUTH one-half (S½), of the NE¼, a distance of 1323.82 feet, to the POINT OF BEGINNING.

DEDICATION

STATE OF FLORIDA }ss
COUNTY OF BROWARD }

KNOW ALL MEN BY THESE PRESENTS: That MARGATE REALTY, INC., a FLORIDA CORPORATION, owner of the lands shown and included on this PLAT, has caused said lands, to be SUBDIVIDED and PLATTED as hereon shown. Said SUBDIVISION to be known as "MARGATE REALTY No. 1" All THOROUGHFARES shown on said PLAT are hereby DEDICATED to the perpetual use of the PUBLIC. All previous PLATS of said lands are hereby voided, cancelled and superseded by this PLAT.

IN WITNESS WHEREOF: MARGATE REALTY, INC., has caused this DEDICATION to be signed by its PRESIDENT and SECRETARY, this 5TH day of December, 1956

WITNESSES:
Earl L. Johnson
Richard C. Fish

MARGATE REALTY, INC.
Victor H. Semet (SEAL)
PRESIDENT, VICTOR H. SEMET
Florence R. Semet (SEAL)
SECRETARY, FLORENCE R. SEMET

ACKNOWLEDGEMENT

STATE OF FLORIDA }ss
COUNTY OF BROWARD }

I HEREBY CERTIFY: That on this day personally appeared before me, an Officer duly authorized to administer OATHS and take ACKNOWLEDGEMENTS, VICTOR H. SEMET, and FLORENCE R. SEMET, President and Secretary of MARGATE REALTY, INC., and they ACKNOWLEDGED before me, that they executed the foregoing DEDICATION as SUCH OFFICERS of said CORPORATION, in the name of said CORPORATION.

WITNESS: My HAND and OFFICIAL SEAL at FORT LAUDERDALE, in the COUNTY of BROWARD, STATE of FLORIDA, this 5TH day of December, 1956

My Commission Expires: Feb 20, 1959

R. W. Dohen
NOTARY PUBLIC - STATE OF FLORIDA

CIRCUIT COURT CLERK'S CERTIFICATES

STATE OF FLORIDA }ss
COUNTY OF BROWARD }

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

BY: Madeline Parkhurst
DEPUTY CLERK

FRANK H. MARKS
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA }ss
COUNTY OF BROWARD }

This INSTRUMENT filed for RECORD this 6th day of February, 1957, and RECORDED in BOOK 42, of PLATS, at PAGE 42, RECORD VERIFIED.

BY: Madeline Parkhurst
DEPUTY CLERK

FRANK H. MARKS
CLERK OF THE CIRCUIT COURT

TOWN CLERK'S CERTIFICATE

STATE OF FLORIDA }ss
COUNTY OF BROWARD }

This is to CERTIFY: That this PLAT has been approved and accepted for RECORD by the COUNCIL of the TOWN of MARGATE, FLORIDA, in and by RESOLUTION, adopted by the TOWN COUNCIL, on the 6th day of December, 1956

IN WITNESS WHEREOF: The said COUNCIL has caused these PRESENTS to be attested by its CLERK and the CORPORATE SEAL of said TOWN to be hereto affixed this 6th day of December, 1956

Marie C. Birney
TOWN CLERK
MARGATE, FLORIDA

ENGINEER'S CERTIFICATE

STATE OF FLORIDA }ss
COUNTY OF BROWARD }

WE, hereby CERTIFY: That this PLAT is a true and correct REPRESENTATION of a SURVEY made by US, and that PERMANENT REFERENCE MONUMENTS, have been set as indicated.

DATED at FORT LAUDERDALE, FLORIDA, this 2ND day of January, 1957.

MCLAUGHLIN ENGINEERING CO.
BY: J. W. McLaughlin
REG. ENG'R. No. 1713 REG. LAND SURVEYOR No. 1167
STATE OF FLORIDA

Order: 12137711
Doc: FLBROW:MPLT 42-00042
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.
Page 1 of 1
Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM

8
69.50
6 names
2 pg

4

RETURN TO:
FIDELITY NATIONAL TITLE GROUP
ATTN: JENNIE CLAYTON
5690 West Cypress Street, Suite A
Tampa, FL 33607
NAPS / FNT File No NT12-3379

Prepared by and when recorded return to:

Fidelity National Title - NTS DIV
Attn.: Kelli J. Vos
One East Washington Street Suite 450
Phoenix, AZ. 85004
602-343-7572

Escrow No. Z1211100

DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.

DOCUMENT TO BE RECORDED:

MEMORANDUM OF ASSIGNMENT OF LEASE

8

Prepared by:	After Recording return to:
Jenette S. O'Brien, Esq. O CHK, INC. ATTN: LEGAL DEPARTMENT 600 LA TERRAZA BOULEVARD ESCONDIDO, CA 92025	Fidelity National Title Insurance Kelli Vos One East Washington St., Suite 450 Phoenix, AZ 85004

MEMORANDUM OF ASSIGNMENT OF LEASE

This Memorandum of Assignment of Lease is made and entered into as of July 31, 2012 by and between O CHK, INC., a Delaware corporation ("Assignor") and a sixty percent (60%) interest to M. David Yoder, as Trustee of the Survivor's Trust created under the M. David and Evangelene Yoder Trust and a forty percent (40%) interest to Yoder Investments, a California partnership ("collectively, Assignee") who acknowledge and agree as follows:

1. Assignment. Assignor and Boston Market Corporation, a Delaware corporation, as tenant ("Tenant") entered into that certain Land and Building Lease Agreement dated August 28, 2007, as amended by that certain letter agreement dated May 7, 2008, that certain Amendment Number Two dated May 1, 2010 and that certain letter agreement dated October 19, 2010 and that certain Letter Amendment dated February 14, 2012 (collectively the "Lease") for that certain real property ("Premises"), which legal description is attached hereto and incorporated herein as Exhibit "A," commonly known as:

BOSTON MARKET #357
5681 W. ATLANTIC BLVD.
MARGATE, FL 33063

A Memorandum of Lease was recorded on October 18, 2007 in O.R. Book 44729, Page 1103 in the official records of the County of Broward, State of Florida.

Assignor has assigned the Lease to Assignee as more specifically set forth in that certain Assignment of Lease, Acceptance of Assignment and Assumption of Lease ("Assignment") effective on the date upon which escrow is deemed closed pursuant to that certain Purchase and Sale Agreement and Escrow Instructions dated June 5, 2012 by and between Assignor, as seller, and Assignee, as buyer. The Lease expires on August 31, 2027. Tenant has Three – Eight year option(s) to extend the term of the Lease.

This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Memorandum.

2. Purpose of Memorandum of Assignment of Lease. This Memorandum of Assignment of Lease is prepared for the purpose of recordation and does not modify the provisions of the Lease or the Assignment. The Lease and the Assignment are incorporated herein by reference. If there are any conflicts between the Lease or the Assignment and this Memorandum of Assignment of Lease, the provisions of the Lease or the Assignment, as the case may be, shall prevail.

ASSIGNOR:

O CHK, INC., a Delaware corporation

By:_____
Richard G. Collins
Executive Vice President, Portfolio Management

Date: 7/30/12

Signed, sealed, and delivered this 30 day of July, 2012 in the presence of:

Witness Jenette O'Brien

Witness Bu Zawa

ASSIGNEE:

YODER INVESTMENTS,
a California partnership

By:_____

Date: _____

Signed, sealed, and delivered this ____ day of _____, _____ in the presence of:

Witness

Witness

2. Purpose of Memorandum of Assignment of Lease. This Memorandum of Assignment of Lease is prepared for the purpose of recordation and does not modify the provisions of the Lease or the Assignment. The Lease and the Assignment are incorporated herein by reference. If there are any conflicts between the Lease or the Assignment and this Memorandum of Assignment of Lease, the provisions of the Lease or the Assignment, as the case may be, shall prevail.

ASSIGNOR:

O CHK, INC., a Delaware corporation

By:_____
Richard G. Collins
Executive Vice President, Portfolio Management

Date: _____

Signed, sealed, and delivered this ____ day of _____, _____ in the presence of:

_____
Witness

_____
Witness

ASSIGNEE:

YODER INVESTMENTS,
a California partnership

By: M. David Yoder
M. David Yoder, Managing Partner

Date: July 31, 2012

Signed, sealed, and delivered this 31 day of July, 2012 in the presence of:

Gail F. Osborn
Witness

Witness

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA §
§ SS.
COUNTY OF SAN DIEGO §

On July 30, 2012, before me, Noela C. Anderson, Notary Public, personally appeared Richard G. Collins, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOELA C. ANDERSON
Commission # 1948149
Notary Public - California
San Diego County
My Comm. Expires Aug 14, 2015

Signature of Notary Public

(Notary Seal)

M. David Yoder, Trustee of the Survivor's Trust created under the M. David and Evangelen Yoder Trust

By: M. David Yoder
M. David Yoder, Trustee

Date: July 31, 2012

Signed, sealed, and delivered this 31 day of July, 2012 in the presence of:

Witness

Witness

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA §
§ SS.
COUNTY OF San Bernardino §

On ~~August~~ July (dmz) 31, 2012, before me, Diane M Sanchez, Notary Public, personally appeared M David Yoder, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DIANE M. SANCHEZ
Commission # 1879484
Notary Public - California
San Bernardino County
My Comm. Expires Feb 6, 2014

(Notary Seal)

Diane M. Sanchez
Signature of Notary Public

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA §
§ SS.
COUNTY OF _____ §

On August _____, 2012, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

LOCATION: BOSTON MARKET #357
5681 W. ATLANTIC BLVD.
MARGATE, FL 33063

PARCEL 1:

A portion of Section 36, Township 48 South, Range 41 East, being a portion of the Shopping Center Tract as shown on the Plat of MARGATE REALTY NO. 1, as recorded in Plat Book 42, Page 42, of the Public Records of Broward County, Florida, being more particularly described as follows:

From the East 1/4 corner of said Section 36, run North 88 °44'58" West, along the South line of the South 1/2 of the Northeast 1/4 of said Section 36 for a distance of 746.68 feet; thence run North 0 °36'05" West for a distance of 53.03 feet to the Point of Beginning of the following described parcel; thence continue North 0 °36'05" West, along the last described course for a distance of 170.00 feet; thence run North 88 °44'58" West for a distance of 130.00 feet; thence run North 0 °36'05" West for a distance of 5.00 feet; thence run North 88 °44'58" West for a distance of 25.00 feet; thence run South 0 °36'05" East for a distance of 175.00 feet; thence run South 88 °44'58" East along the Northerly right-of-way line of West Atlantic Boulevard for a distance of 155.00 feet to the Point of Beginning.

PARCEL 2:

1. Non-exclusive easement rights for ingress, egress and parking as contained in the Cross Parking Agreement dated July 20, 1977, filed September 30, 1977, in O.R. Book 7226, Page 316, as affected by O.R. Book 31710, Page 1653, Broward County, Florida Records.

310058-357
RETURN TO:
First American Title Ins. Co.
25400 US 19 N, Suite 135
Clearwater, FL 33763

This instrument prepared by, and after recording return to:

Return To: FATICO
2 Penn Center Plaza, Ste 1910
Philadelphia, PA 19102

Tax Folio No. 18136-06-00170

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of September 27, 2007 by and between O CHK, INC., a Delaware corporation ("**Landlord**") whose mailing address is 600 La Terraza Boulevard, Escondido, CA 92025, and BOSTON MARKET CORPORATION, a Delaware corporation ("**Tenant**") whose mailing address is 14103 Denver West Parkway, Golden, CO 80401, who agree as follows:

1. The name of the Landlord is O CHK, INC., a Delaware corporation

2. The name of the Tenant is BOSTON MARKET CORPORATION, a Delaware corporation.

3. Landlord leases to Tenant and Tenant leases from Landlord that certain real property, together with all the improvements thereon and appurtenances thereunto belonging (the "**Premises**"), the legal description of which is attached hereto and incorporated herein as Exhibit "A," commonly known as:

BOSTON MARKET NO. 357
5681 W. ATLANTIC BOULEVARD
MARGATE, FL 33063

for an initial term of TWENTY (20) YEARS, commencing on August 28, 2007 and expiring on August 31, 2027. Tenant has THREE (3) EIGHT (8)—YEAR options to extend the term of the Lease as more particularly set forth in the Lease.

5 pgs/44.00

(5)

4. No construction liens shall lie against Landlord's interest in the Premises, including buildings and all improvements located thereon, arising as a result of any improvements made, or work performed, by or on behalf of Tenant, and no person who furnishes work, labor, services or materials to the Premises at the request of Tenant shall acquire any lien rights under Chapter 713, Florida Statutes, against the interest of Landlord.

5. Notice is hereby given that a new lease with a leasehold mortagee is permissible and will be prior and senior in lien and priority to any matter encumbering the landlord's fee interest in the Premises to the same extent of the original lease.

6. This Memorandum of Lease is prepared for the purpose of recordation and does not modify the provisions of the lease dated August 28, 2007 and entered into by and between Landlord and Tenant, as the same may be amended from time to time ("**Lease**"). The Lease is incorporated herein by reference. If there are any conflicts between the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail.

[Signatures Appear on Following Pages]

[Signature Page]

Signed, sealed and delivered
in the presence of:

Witnesses:

First Witness

Printed Name of First Witness

Second Witness

Printed Name of Second Witness

LANDLORD:

O CHK, INC.,
a Delaware corporation

By: _____
Name: Michael R. Pfeiffer
Title: Exec. Vice Pre., General Counsel

Address: 600 La Terraza Boulevard
Escondido, California 92025
Attn: Legal Department

[CORPORATE SEAL]

Witnesses:

First Witness

Printed Name of First Witness

Second Witness

Printed Name of Second Witness

TENANT:

BOSTON MARKET CORPORATION,
a Delaware corporation

By: _____
Name: J. Randal Miller
Title: Secretary

Address: 14103 Denver West Parkway
Golden, CO 80401
Attn: General Counsel

[CORPORATE SEAL]

Approved As To Form
Legal Department

Order: 12137711
Doc: FLBROW:44729-01103
Page 3 of 5
Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

On SEPTEMBER 27, 2007 before me, CHRISTINA J. ANDERSON, NOTARY PUBLIC personally appeared Michael R. Pfeiffer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Christina J. Anderson
Notary Public
Print Name: CHRISTINA J. ANDERSON

AFFIX SEAL

CHRISTINA J. ANDERSON
Commission # 1444162
Notary Public - California
San Diego County
My Comm. Expires Oct 7, 2007

My commission expires: _____

STATE OF Colorado)
ss.
COUNTY OF Jefferson)

I, Melody A. Roberts a notary public in and for said County in said State, hereby certify that J. Randal Miller, whose name as Secretary of Boston Market Corporation, a(n) Delaware Corporation, is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he, as such Secretary, executed same voluntarily for and as the act of said corporation.

Given under my hand this the 4th day of ~~September~~ October, 2007.
WITNESS my hand and official seal.

Melody A. Roberts
Notary Public
Print Name: Melody A. Roberts

MELODY A. ROBERTS NOTARY PUBLIC STATE OF COLORADO

AFFIX SEAL

My commission expires: _____
My Commission Expires 09/12/2008

FL Memo of Lease/Store #357

BOSTON MARKET #357
5681 W. ATLANTIC BLVD
MARGATE, FL

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

A portion of Section 36, Township 48 South, Range 41 East, being a portion of the Shopping Center Tract as shown on the Plat of MARGATE REALTY NO. 1, as recorded in Plat Book 42, Page 42, of the Public Records of Broward County, Florida, being more particularly described as follows:

From the East 1/4 corner of said Section 36, run North 88 °44'58" West, along the South line of the South 1/2 of the Northeast 1/4 of said Section 36 for a distance of 746.68 feet; thence run North 0 °36'05" West for a distance of 53.03 feet to the Point of Beginning of the following described parcel; thence continue North 0 °36'05" West, along the last described course for a distance of 170.00 feet; thence run North 88 °44'58" West for a distance of 130.00 feet; thence run North 0 °36'05" West for a distance of 5.00 feet; thence run North 88 °44'58" West for a distance of 25.00 feet; thence run South 0 °36'05" East for a distance of 175.00 feet; thence run South 88 °44'58" East along the Northerly right-of-way line of West Atlantic Boulevard for a distance of 155.00 feet to the Point of Beginning.

PARCEL 2:

Non-exclusive easement rights for ingress, egress and parking as contained in the Cross Parking Agreement dated July 20, 1977, filed September 30, 1977, in Official Records Book 7226, Page 316, Broward County Records.

Together with those rights contained under that certain Agreement recorded in O.R. Book 5310, Page 295 as affected by Addendum to Developer Agreement recorded O.R. Book 11858, Page 26 and Addendum to Developer Agreement recorded in O.R. Book 12236, Page 26.

Together with those rights contained under that certain Easement recorded in O.R. Book 5787, Page 720.

Together with those rights contained under that certain Declaration recorded in O.R. Book 6249, Page 478.

Together with those rights contained under that certain Cross Parking Agreement recorded in O.R. Book 7226, Page 316, as affected by Amendment to Cross Parking Agreement recorded in O.R. Book 31710, Page 1653.

Together with those rights contained under that certain Declaration and Grant of Easements recorded in O.R. Book 13092, Page 412 as affected by Amended Declaration and Grant of Easements recorded in O.R. Book 13307, Page 905.

96-569995 T#001
11-16-96 04:06PM

Doc. Rec. $105.00
Doc. 4300.10
$4405.10

County: Broward
Store Nos: 123, 141, 175, 193, 213, 230, 253, 267, 268, 279, 357, 416, 506, 537, 1007, 1380

$ 4300.10
DOCU. STAMPS-DEED

RECVD. BROWARD CNTY
B. JACK OSTERHOLT

COUNTY ADMIN.

PREPARED BY ~~AND~~
~~WHEN RECORDED RETURN TO~~:
Boston Chicken, Inc.
14123 Denver West Parkway
P.O. Box 4086
Golden, CO 80401-4086
Attn.: Alan Williger, Esq.

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES ("Assignment") is made and entered into as of October 6, 1996 (the "Effective Date") by and between R&A Food Services, Inc., a Delaware corporation, having as its office address, 1801 Clint Moore Road, Suite 215, Boca Raton, FL 33487 (the "Assignor") and R&A Food Services, L.P., a Delaware limited partnership, having as its office address, 1801 Clint Moore Road, Suite 215, Boca Raton, FL 33487 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the lessee or sublessee of certain parcels of land, together with all rights, easements and rights-of-way (public or private) appurtenant thereto and being legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "Premises") under and pursuant to those certain lease or sublease agreements identified in Exhibit B attached hereto and incorporated herein by this reference (the "Leases" which term shall include all modifications and amendments thereto made before, on, or after the date hereof); and

WHEREAS, Assignor has agreed to assign and transfer to Assignee all of Assignor's right, title and interest in, to and under the Leases, together with all of Assignor's right, title, and interest in and to the Premises and the improvements and fixtures located thereon (collectively the "Property") on the terms and conditions set forth herein; and

WHEREAS, Assignee has agreed to acquire from Assignor all of Assignor's right, title and interest in, to and under the Leases and in and to the Premises and the Property and to assume all of Assignor's rights, liabilities and obligations under the Leases on the terms and conditions set forth herein.

→ Gary W. Johnson, Esq.
Annico, Mitchell et al
PO Box 3433
Tampa, FL 33601

K:Legal\R&A\Conversn\AssgnBrow
10/18/96 2:00 PM

BK25659PG0115

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee as of the Effective Date agree as follows:

1. The foregoing recitals are incorporated herein by this reference.

2. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Leases, together with the Premises therein described and grants, bargains and sells to Assignee the Property.

3. Assignee hereby assumes the Leases and agrees promptly to pay or cause to be paid, all rents and other monetary obligations in accordance with the terms of the Leases and to duly and promptly perform all of the obligations, duties and responsibilities of the lessee or sublessee under the terms and agreements of the Leases. Nothing herein contained shall release Assignor from its obligations, duties, liabilities and responsibilities under the terms and agreements of the Leases.

4. In the event that any of the provisions of this Assignment shall by court order be held invalid or in contravention of any of the laws of the United States or of any state having jurisdiction over the Leases or of any dispute arising under them, such invalidation shall not serve to affect the remaining portions of this Assignment.

5. This assignment shall be governed as to validity, interpretation, construction, effect, enforcement and in all other respects by the laws and decisions of the state in which the Premises are located.

6. Every notice, approval, consent or other communication authorized or required by this Assignment shall be effective if given in writing and either hand delivered, sent by recognized overnight delivery courier service, or sent by United States Certified Mail, Return Receipt Requested, with postage prepaid, and addressed to the Assignor at its office address as set forth above and to Assignee at its office address as set forth above or at such other address as any party hereto shall from time to time designate to the other in writing. Every notice shall be deemed to be effective upon delivery, if delivered, the next business day, if sent by recognized overnight courier service, or on the second business day after mailing, if mailed.

7. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors in interest and assigns.

8. This Assignment, or counterpart originals of this Assignment may be recorded by either party hereto in the Public Records of the County in which the Premises are located.

OR 25659 PG 0116

K:Legal\R&A\Conversn\AssgnBrow
September 26, 1996 1:12 PM

Order: 12137711
Doc: FLBROW:25659-00115
Page 2 of 23
Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM

9. This Assignment may be executed in as many counterparts as necessary which taken as a whole constitute a single binding agreement.

10. Assignee and Assignor represent and warrant that they have full capacity to execute, deliver and perform this Assignment and all requisite actions and approvals therefore have been duly taken and obtained and the persons executing this Assignment have been duly authorized to do so and bind the parties hereto. This Assignment shall be binding upon and enforceable against the parties hereto in accordance with its terms and will not constitute a breach or default with respect to any other agreement, covenant or condition to which Assignor or Assignee may be a party.

11. All terms and words used in this Assignment, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Assignment or any portion of this Assignment may require, the same as if such words had been fully and properly written in that number and gender.

12. Each party hereto has reviewed and revised (or requested revision of) this Assignment, and therefore the usual rules of construction requiring that ambiguities and conflicts are to be resolved against a particular party shall not be applicable in the interpretation and construction of this Assignment.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the Effective Date.

WITNESSES:

Michelle R. Davis
Signature

Michelle R. Davis
Printed Name

Heidi Shales
Signature

Heidi L. Shales
Printed Name

ASSIGNOR:

R&A Food Services, Inc.

By: _____

Name: Phillip W. DuPree

Title: Vice President

BK 25659PG0117

K:Legal\R&A\Conversn\AssgnBrow
September 26, 1996 1:12 PM

Order: 12137711
Doc: FLBROW:25659-00115
Page 3 of 23
Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM

WITNESSES:

Michelle R. Davis
Signature

Michelle R. Davis
Printed Name

Signature

Printed Name

ASSIGNEE:

R&A Food Services, L.P.
By: R&A Food Services, Inc.
Its: General Partner

By: _____

Name: Phillip W. DuPree

Title: Vice President

BK25659PG0118

K:Legal\R&A\Conversn\AssgnBrow
September 26, 1996 1:12 PM

Order: 12137711
Doc: FLBROW:25659-00115

Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM

ACKNOWLEDGMENT OF ASSIGNOR

State of Illinois)
) ss.
County of Cook)

The foregoing instrument was acknowledged before me on October 3, 1996, by Phillip W. DuPree as Vice President of and on behalf of R&A Food Services, Inc., a Delaware corporation.

OFFICIAL SEAL
MARGO L BRUCE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR 1,1997

Notary Public
My Commission Expires: 4/1/97

ACKNOWLEDGMENT OF ASSIGNEE

State of Illinois)
) ss.
County of Cook)

The foregoing instrument was acknowledged before me on October 3, 1996, by Phillip W. DuPree as Vice President of and on behalf of R&A Food Services, Inc., a Delaware corporation, as General Partner on behalf of R&A Food Services, L.P., a Delaware limited partnership.

OFFICIAL SEAL
MARGO L BRUCE
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. APR 1,1997

Notary Public
My Commission Expires: 4/1/97

BK25659PG0119

K:Legal\R&A\Conversn\AssgnBrow
September 26, 1996 1:12 PM

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

BK25659PG0120

K:Legal\R&A\Conversn\AssgnBrow
September 26, 1996 1:12 PM

Order: 12137711
Doc: FLBROW:25659-00115
Page 6 of 23
Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM

Parcel Id #83192700110

EXHIBIT "A"

123

LEGAL DESCRIPTION

COMMENCING at the Northwest corner of said Parcel "A"; thence North 89°03'58" East, along the North line of said Parcel "A", a distance of 543.79 feet to the Point of Beginning; thence South 1°12'02" East, a distance of 195.92 feet; thence North 89°03'58" East, a distance of 190.35 feet to a point on the West line of Federal Highway; thence North 11°04'01" East, along the said West line, a distance of 81.69 feet to a point on the East line of said Parcel "A"; thence North 7°15'10" East; along the said East line, a distance of 117.22 feet to the Northeast corner of said Parcel "A"; thence South 89°03'58" West, along the said North line of Parcel "A", a distance of 224.94 feet to the Point of Beginning. Said land situate, lying and being in Broward County, Florida.

BK25659PG0121

141

Parcel Id #102140320100

EXHIBIT A

DESCRIPTION OF PREMISES:

Lot 21, LESS the West 25.00 feet thereof; together with Lots 22, 23 and 24, Block 11, EVERGLADES LAND SALES COMPANY'S FIRST ADDITION TO LAUDERDALE, FLORIDA, corrected Plat according to the Plat thereof as recorded in Plat Book 2, page 15, of the Public of Dade County, Florida. Said lands lying in the City of Fort Lauderdale, Broward County, Florida.

1754-101-119599.02

BK25659PG0122

Parcel Id #181210219010

#175

Lots 1, 2, 3, 4, and 5, Block J, and the North ½ Lot 28, all of Lot 29, and Lot 30, Block K, CORAL SPRINGS UNIVERSITY DRIVE SUBDIVISION, according to the Plat thereof, recorded in Plat Book 60, at page 42, Public Records of Broward County, Florida.

BK25659PG0123

Parcel Id #111161600210

LOCATION: 8559 PINES BOULEVARD PEMBROKE PINES, FL

STORE NUMBER: 0193

EXHIBIT "A"

LEGAL DESCRIPTION OF THE DEMISED PREMISES

A portion of Tract A, PINES 86, according to the Plat thereof, as recorded in Plat Book 128, Page 21, of the Public Records of Broward County, Florida, more fully described as follows:

Commencing at the Northwest corner of said Tract "A"; thence run North 89 deg. 59'32" East, on the North line of said Tract "A" for a distance of 231.90 feet; thence run South 00 deg. 05'30" East for a distance of 285.68 feet to the Point of Beginning; thence continue South 00 deg. 05'30" East for a distance of 274.32 feet to a point on the South line of said Tract "A"; thence run South 89 deg. 59'32" West, on the said South line for a distance of 102.67 feet; thence run North 00 deg. 05'30" West for a distance of 274.17 feet; thence run North 89 deg. 54'30" East for a distance of 102.67 feet to the Point of Beginning.

BK25659PG0124

AJS2355 04/15/94 1100

Order: 12137711
Doc: FLBROW:25659-00115
Page 10 of 23
Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM

Parcel Id #112170200100 and #112170200110

Store No. 213
County: Broward

A portion of Block A "ORANGEBROOK GOLF ESTATES" according to the plat thereof as recorded in Plat Book 38, page 1 of the public records of Broward County, Florida being more particularly described as follows:

COMMENCE at the Southeast corner of said Block A.
THENCE South 90"0'00" East along the South line of said Block A 103.34 feet;
THENCE North 00"00'00" West, 1.40 feet to the POINT OF BEGINNING
THENCE North 89"54'52" West, 86.87 feet;
THENCE North 00"27'02" East, 18.91 feet;
THENCE North 89"48'08" West, 8.69 feet;
THENCE North 00"09'03" East, a distance of 39.56 feet to the beginning of a tangent curve concave to the Southwest;
THENCE Southwesterly along the arc of said curve having a radius of 9.33 feet, a delta of 30"09'03", and an arc distance of 4.91 feet to a Point of Tangency;
THENCE North 30"00'00" West, a distance of 8.69 feet to the beginning of a Tangent curve concave to the Northwest;
THENCE Southwesterly, along the arc of said curve having a radius of 10.67 feet, a delta of 30"00'00", and an arc distance of 5.59 feet to a Point of Tangency;
THENCE North 00"00'00" West, a distance of 66.45 feet to the beginning of a Tangent curve concave to the Southeast;
THENCE Southwesterly, along the arc of said curve having a radius of 9.33 feet, a delta of 45"00'00", and an arc distance of 7.33 feet to a Point of Tangency;
THENCE North 45"00'00" West, a distance of 7.35 feet to the beginning of a Tangent curve concave to the Northwest;
THENCE Southwesterly, along the arc of said curve having a radius of 10.67 feet, a delta of 45"00'00", and an arc distance of 8.38 feet to a Point of Tangency;
THENCE North 00"00'00" East, a distance of 36.00 feet to the beginning of a tangent curve concave to the Northeast.
THENCE Northwesterly, along the arc of said curve having a radius of 10.67 feet, a delta of 45"00'00" and an arc distance of 8.38 feet to a Point of Tangency;
THENCE North 45"00'00" East, a distance of 4.41 feet to the beginning of a Tangent curve concave to the Southwest
THENCE Northwesterly, along the arc of said curve having a radius of 9.33 feet, a delta of 39"14'23", and an arc distance of 6.39 feet to an intersection with a non-tangent line;
THENCE South 90"00'00" East, 104.46 feet;
THENCE South 00"00'00" East, 214.30 feet to the POINT OF BEGINNING;
Said lands lying in the City of Hollywood, Broward County, Florida containing 21,912 square feet (0.503 acres) more or less.

EX 25659P60125

Parcel Id#921106002

Store No. 230
County: Broward

That piece, parcel or portion of land lying and being situate in Ft. Lauderdale, Broward County, Florida, more particularly described as follows:

Lots 5 thru 10, Block 39; Parcel "B" of CORAL RIDGE ISLES, according to the Plat thereof, as recorded in Plat Book 45, Page 47, of the Public Records of Broward County, Florida, TOGETHER WITH:

All that certain 20 foot alley lying between Lots 9 and 10, of said block 39; LESS the following described parcels:

1) Beginning at the Northeast corner of said Parcel "B"; thence south 1° 04' 20" East, along the East line of said Parcel "B"; a distance of 131.54 feet to a Reference Point "A"; thence South 88° 55' 40" West, a distance of 91.00 feet; thence, North 1° 04'20" West, a distance of 120.54 feet to a point on the North line of said Parcel "B" and a point on a curve; thence Easterly along a curve to the left whose tangent bears North 82°54'42" East, with a radius of 3000.00 feet, a central angle of 1°45'02" an arc distance of 91.67 feet to the Point of Beginning.

AND LESS

2) Commencing at the aforementioned Reference Point "A"; thence South 1° 04' 20" East, along said East line of parcel "B", a distance of 67.16 feet to the Point of Beginning; thence South 00° 55' 40" West, a distance of 20.00 feet; thence South 1° 04' 20" East, a distance of 10.00 feet; thence North 88° 55' 40" East; a distance of 10.00 feet; thence North 88° 55' 40" East; a distance of 10.00 feet; thence South 1° 04' 20" East, a distance of 10.00 feet; thence North 88° 55' 40" East a distance of 10.00 feet to a point on the said East line of Parcel "B"; thence North 1°04'20" West, along said East line, a distance of 20.00 feet to the Point of beginning

BK25659PG0126

Parcel Id #910937001

Store No. 253

EXHIBIT A

LEGAL

Parcel A of Midway Plaza, according to the Plat thereof, recorded in Plat Book 126, Page 14, of the Public Records of Broward County, Florida.

Together with cross-parking easement rights described in the following instruments: Official Records Book 7120, Page 280, as modified by instruments recorded in Official Records Book 7187, Page 563, Official Records Book 7301, Page 882, and Official Records Book 7339, Page 531, all of the Public Records of Broward County, Florida ("Property").

5160-020-371608.01

OR 25659PG0127

Parcel Id #100170200530

267

LAND DESCRIPTION

A portion of Lot 3, Block 2, PARK OF COMMERCE, according to the plat thereof, as recorded in Plat Book 110, Page 15 of the Public Records of Broward County, Florida, more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 3;

THENCE South 75 degrees, 37', 42" East, 89.86 feet to the Point of Curvature of a curve concave to the Northeast;

THENCE Southeasterly along the arc of said curve, having a radius of 1963.92 feet, a delta of 08 degrees, 35', 40", and arc distance of 294.59 feet to an intersection with a nonradial line;

THENCE South 05 degrees, 06', 52", West, along said line, 250.01 feet to an intersection with a curve concave to the Northeast (said point bears South 05 degrees, 42', 09" West from the radius point of the next described curve);

THENCE Northwesterly along the arc of said curve, having a radius of 2213.92 feet, a delta of 04 degrees, 17', 36", and arc distance of 165.90 feet to the Point of Tangency;

THENCE North 78 degrees, 09', 45", West, 259.04 feet to the West Boundary of said Lot 3;

THENCE North 14 degrees, 22', 18" East, along said West Boundary, 255.00 feet to the POINT OF BEGINNING;

Said lands lying in Broward County, Florida, containing 2.326 acres (101,338 square feet), more of less.

BK25659PG0128

Parcel Id #922523002

Store Number 268

The North 134.5 feet of Parcel B, "North Ridge Addition II" according to the plat thereof as recorded in Plat Book 154, page 44 of the Public Records of Broward County, Florida.

BK 25659 PG 0129

Parcel Id #010918001

Store Number 279

Description of Premises: 3,300 square feet in the Plantation Executive Building

Description of the Plantation Executive Building:
Parcel A, PLANTATION EXECUTIVE BUILDING, according to the plat thereof recorded in Plat Book 100, Page 19, of the Public Records of Broward County, Florida.

BK25659PG0130

Parcel Id #18136060017

LOCATION: 5681 W. ATLANTIC BLVD. MARGATE, FL

STORE NUMBER: 0357

EXHIBIT "A"

LEGAL DESCRIPTION OF THE DEMISED PREMISES

Parcel 1:
A portion of Section 36, Township 48 South, Range 41 East, being a portion of the Shopping Center Tract as shown on the plat of MARGATE REALTY NO. 1, as recorded in Plat Book 42, page 42, of the public records of Broward County, Florida, being more particularly described as follows:
From the East 1/4 corner of said Section 36, run North 88° 44' 58" West, along the South line of the South 1/2 of the NE 1/4 of said Section 36 for a distance of 746.68 feet; thence run North 0° 36' 05" West for a distance of 53.03 feet to the Point of Beginning of the following described parcel; thence continue North 0° 36' 05" West, along the last described course for a distance of 170.00 feet; thence run North 88° 44' 58" West for a distance of 130.00 feet; thence run North 0° 36' 05" West for a distance of 5.00 feet; thence run North 88° 44' 58" West for a distance of 25.00 feet; thence run South 0° 36' 05" East for a distance of 175.00 feet; thence run South 88° 44' 58" East along the northerly right of way line of West Atlantic Boulevard for a distance of 155.00 feet to the Point of Beginning.

Parcel 2:
Easements for ingress and egress for parking as established by that certain Cross Parking Agreement recorded in OR Book 7226, page 316 of the public records of Broward County, Florida.

BK25659PG0131

AJS2355 04/15/94 1100

Order: 12137711
Doc: FLBROW:25659-00115
Page 17 of 23
Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM

Parcel Id #192181900100

416

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel A of SARTORI PLAT, according to the Plat thereof recorded in Plat Book 113, Page 43, of the Public Records of Broward County, Florida; said lands situated, lying and being in Broward County, Florida.

BK25659PG0132

506

Parcel Id #19036480010

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A portion of Tract "A", D & C PROPERTIES - SUNRISE AND FLAMINGO, according to the plat thereof, as recorded in Plat Book 147, Page 21, of the Public Records of Broward County, Florida, more fully described as follows:

Beginning at the Northeast corner of said Tract "A"; thence South 00°09'02" East, on the East line of said Tract "A", a distance of 256.06 feet; thence South 89°35'44" West, a distance of 202.01 feet; thence North 00°09'22" West, a distance of 260.50 feet, to a point on the North line of said Tract "A"; thence South 83°33'42" East, on said North line, a distance of 37.28 feet; thence North 89°35'44" East, on said North line, a distance o 165.00 feet, to the POINT OF BEGINNING.

Said lands situate, lying and being in the City of Plantation, Broward County, Florida, and containing 51,812 square feet or 1.1894 acres more or less.

BK25659PG0133

537

Parcel Id #110140202400

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

All that improved real property located in the City of Pembroke Pines, Florida, more particularly described as follows:

Portion of Tract A, "FLAMINGO WEST", according to the plat thereof, as recorded in Plat Book 78 at Page 36 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southeast Corner of said Tract A; thence North 0 degrees 00 minutes 54 seconds East, along the East Line of said Tract A for 1030.15 feet; thence North 88 degrees 34 minutes 57 seconds West along a line parallel with the North Line of said Tract A for 30.00 feet to the Point of Beginning of the next described parcel; thence North 0 degrees 00 minutes 54 seconds East along a line parallel with and 30.00 feet Westerly of, as measured at right angles to the aforesaid East Line of Tract A for 150.00 feet; thence North 88 degrees 34 minutes 57 seconds West along a line parallel with and 40.00 feet South of, as measured at right angles to the North Line of said Tract A for 200.00 feet; thence South 0 degrees 00 minutes 54 seconds West along a line parallel with the aforesaid East Line of Tract A, for 150.00 feet; thence South 88 degrees 34 minutes 57 seconds East parallel with the North Line of said Tract A for 200.00 feet to the Point of Beginning, lying and being in Broward County, Florida, containing 0.6885 Acres more or less.

BK25659PG0134

1007

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

A portion of Tract "B", in Block 1 of DIPLOMAT GOLF ESTATES according to the plat thereof, as recorded in Plat Book 46, Page 24, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "B"; thence West along the North right-of-way line of Hallandale Beach Boulevard 788.82 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence North 143.15 feet to a point; thence West 227.80 feet to a point; thence South 143.15 feet to a point; thence East 227.80 feet to the POINT OF BEGINNING.

Parcel Id #122611001

BK25659PG0135

1007

1380

Parcel Id #9204190032

EXHIBIT "A"

LEGAL DESCRIPTION

Portion of parcel C of Gateway Industrial Center #22 as recorded in Plat Book 103, page 2, of the Broward County Public Records more fully described as follows:

Beginning at the Northeast corner of said Parcel C; thence South 0° 07'20" West along the East line of said Parcel C, a distance of 349.75 feet; thence North 89°46'38" West, a distance of 242.00 feet; thence North 0°07'20" East, a distance of 19.10 feet to a point on a curve; thence Northwesterly along a curve to the left, having a radius of 50 feet and a central angle of 63°53'46: an arc distance of 55.76 feet; thence North 0°7'20" East, a distance of 293.00 feet; thence South 89°52'40" East, a distance of 87.00 feet; thence North 0°07'20" East, a distance of 52.02 feet to a point on the North line of said Parcel C and a point on a curve; thence Southeasterly along a curve to the left, whose tangent bears South 63°50'27" East, having a radius of 694.00 feet and a central angle of 15°56'35" an arc distance of 193.11 feet to the Point of Beginning

TOGETHER WITH

Commencing at the Northeast corner of said Parcel C; thence Northwesterly, along the North line of said Parcel C, being along the arc of a curve concave the Northeast, an arc distance of 193.11 feet, said curve having a radius of 694.00 feet and a central angle of 15°56'35", to the Point of Beginning of this description; thence continue along the arc of said curve an arc distance of 100.75 feet, said curve having a radius of 694 feet and a central angle of 8°19'20" West, a distance of 102.65 feet; thence South 89°52'40" East, a distance of 87.00 feet' thence North 0°07'20" East, a distance of 52.03 feet, to the Point of Beginning.

BK25659PG0136

EXHIBIT B
TO ASSIGNMENT OF LEASE FOR BROWARD COUNTY

Store Number	Location	Landlord	Date of Lease	Tenant
123	2451 N. Federal Hwy. Pompano, FL	1990 Associates	12/1/92	R&A Food Services, Inc.
141	1500 South Federal Hwy. Ft. Lauderdale, FL	Joseph Farrugia	2/12/93	R&A Food Services, Inc.
175	University Drive Coral Springs, FL	BC Real Estate Investments, Inc.	6/9/93	R&A Food Services, Inc.
193	Pines Bl & 86th Ave. Pembroke Pines, FL	BC Real Estate Investments, Inc.	6/8/94	R&A Food Services, Inc.
213	Hollywood Blvd. & Park Rd. Hollywood, FL	STS Buildings Associates, L.P.	6/16/93	R&A Food Services, Inc.
230	18th & Commercial Ft. Lauderdale, FL	Shoppes at 18th and Commercial, Inc.	7/1/93	R&A Food Services, Inc.
253	University Drive & Commercial Bl. Tamarac, FL	Boston Chicken, Inc. (Sublandlord)	8/23/93	R&A Food Services, Inc.
267	Weston Rd. & Indian Trace Ft. Lauderdale, FL	Echlon U.S.A., Inc.	8/25/93	R&A Food Services, Inc.
268	N. Federal Hwy. & 23rd St Ft. Lauderdale, Fl	Federal Operating Co. (Sublandlord)	8/30/93	R&A Food Services, Inc.
279	Broward Blvd. & University Dr. Plantation, FL	E.M. Segall	9/2/93	R&A Food Services, Inc.
357	441 & Atlantic Blvd. Margate, FL	BC Real Estate Investments, Inc.	3/1/94	R&A Food Services, Inc.
416	Commercial Bl. & 31st Tamarac, FL	3 Lakes Plaza, Ltd.	6/5/93	R&A Food Services, Inc.
506	Sunrise & Flamingo Plantation, FL	Boston Chicken, Inc. (Sublandlord)	7/1/96	R&A Food Services, Inc.
537	Pines & Flamingo Rd. Pembroke Pines, FL	Boston Chicken, Inc. (Sublandlord)	7/1/96	R&A Food Services, Inc.
1007	Hallandale Beach Bl. & Layne Hallandale, FL	Boston Chicken, Inc. (Sublandlord)	7/1/96	R&A Food Services, Inc.
1380	29th Ave. & Gateway Dr. Pompano Beach, FL	1280 Building Corp.	1/19/95	R&A Food Services, Inc.

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

K:Legal\RStore List\Conversn\Storelst

77- 7973

Parties THIS MEMORANDUM OF LEASE dated this 25 day of November, 19 76, between ALEC P. COURTELIS AND DONALD L. SMITH, JR. having their principal office at 1101 Brickell Avenue, Miami, Florida 33131, (herein referred to as "Landlord"), and S. S. KRESGE COMPANY, a Michigan corporation having its principal office at 3100 West Big Beaver Road, Troy, Michigan 48084 (herein referred to as "Tenant"),

WITNESSETH: That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations and the further consideration of the rents reserved and the covenants and conditions more particularly set forth in a certain lease between Landlord and Tenant and bearing even date herewith, Landlord and Tenant do hereby covenant, promise and agree as follows:

Demised Premises 1. Landlord does demise unto Tenant and Tenant does take from Landlord for the term hereinafter provided, and any extension thereof, the following property: Tenant's completed building ~~or buildings~~ (designated K mart ~~and K-mart Fashi~~), together with the right to use in common with others, as hereinafter provided, the site improvements to be constructed, as specified in said lease, by Landlord at its expense on the land described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof, situated in the City of Margate, County of Broward, State of Florida, said building ~~or buildings~~ to be in the locations and of the dimensions depicted on said Exhibit "B".

Landlord hereby gives and grants unto Tenant, in common with others entitled thereto, including Tenant's agents, employees, customers, licensees and invitees the following licenses, rights, privileges and easements: the use of parking areas, common areas (including rest rooms and other facilities, if any), roadways, sidewalks and accessways to public streets and highways indicated on said Exhibit "B", together with the use of any delivery or servicing areas adjoining Tenant's said buildings or designated as such on Exhibit "B", which areas shall be adequate for the passage, unloading and, if necessary, turning around of trailer trucks and other commercial vehicles.

Said completed buildings and site improvements, together with the licenses, rights, privileges and easements herein set forth, shall be hereinafter collectively referred to as the "demised premises".

Term 2. The lease term shall commence upon the date of occupancy by Tenant of said buildings, and shall terminate upon such date as shall be twenty-two ——— (22) years from the last day of the month in which said date of occupancy by Tenant shall occur; provided, however, Tenant shall have the option to extend the lease term for five ——— (-5) successive periods of five (-5-) additional years each.

Building Areas 3. Landlord covenants, during the period commencing with the date of execution of aforesaid lease and ending upon the last day of the lease term and any extension or renewal thereof, that it will not erect or construct any buildings or other structures upon land described in Exhibit "A", except as shown on Exhibit "B"; provided, however, in the event that the date of occupancy by Tenant of the demised premises shall not occur prior to such date as shall be seven (7) years from the date of the aforesaid lease, then the restrictions imposed by this Article shall cease and determine and shall be of no further force or effect.

Signs 4. The demised premises shall be referred to by only such designation as Tenant may indicate. Landlord expressly recognizes that the service mark and trademark "K mart" is the valid and exclusive property of Tenant, and Landlord agrees that it shall not either during the term of this lease or thereafter directly or indirectly contest the validity of said mark "K mart", or any of Tenant's registrations pertaining thereto in the United States or elsewhere, nor adopt or use said mark or any term, word, mark or designation which is in any aspect similar to the mark of Tenant. Landlord further agrees that it will not at any time do or cause to be done any act or thing, directly or indirectly, contesting or in any way impairing or tending to impair any part of the Tenant's right, title and interest in the aforesaid mark, and Landlord shall not in any manner represent that it has ownership interest in the aforesaid mark or registrations therefor, and specifically acknowledges that any use thereof pursuant to this lease shall not create in Landlord any right, title or interest in the aforesaid mark.

'77 JAN 13 AM 10:27

OFF. REC. 6870 PAGE 94

9/19/72

9.00
14.00

Order: 12137711 Page 1 of 6 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:6870-00094

Signs (cont'd)

Tenant shall have the option to erect at its sole cost and expense upon any portion of the premises described in Exhibit "A", one or two pylon-type signs. Any such sign shall be of such height and other dimensions as Tenant shall determine and shall bear such legend or inscription advertising Tenant's store as Tenant shall determine. ~~Tenant shall have the option to utilize the lighting standards in the parking lot for advertising purposes by attaching, or causing to be attached, signs advertising any and all products and services. Tenant shall elect,~~

or utilize the existing pylon sign identified on Exhibit "B".

Landlord shall not permit any other advertising signs, billboards or posters to be displayed on any portion of the premises described in Exhibit "A" hereof, excepting flat wall signs which may be placed on stores, if any, now depicted on Exhibit "B" or in the future erected on "future building areas" as depicted thereon, providing such signs shall be utilized solely for the purpose of advertising the names of the respective tenants thereof and excepting for the two existing pylon

Landlord shall not, without Tenant's written consent, at any time utilize the exterior of Tenant's buildings, or the space above, for sign display purposes.

signs indicated on Exhibit "B" provided such pylon signs shall be utilized solely for the advertising the names of the respective tenants.

OFF. REC. 6870 PAGE 35

Order: 12137711 Page 2 of 6 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:6870-00094

The sole purpose of this instrument is to give notice of said lease and all its terms, covenants and conditions to the same extent as if said lease were fully set forth herein.

The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns. All covenants and agreements of this instrument and said lease shall run with the land.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate and affixed their seals hereto as of the day and year first above written.

WITNESSES:

By: _____
ALEC P. COURTELIS, Individually and as Attorney-in-Fact for DONALD L. SMITH, JR.

S. S. KRESGE COMPANY

APPROVED

Donna Kruga

By: _____
J. P. Johnson, Vice President

Deborah J. Williams

Attest: _____
J. G. Schmidt, Assistant Secretary

ACKNOWLEDGMENTS

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, ALEC P. COURTELIS, Individually and as Attorney-in-Fact for DONALD L. SMITH, JR., who being by me duly sworn, did depose and say that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 27th day of October, 1976.

My commission expires: NOTARY PUBLIC
Notary Public, State of Florida at Large.
My Commission Expires Aug. 15, 1977.

STATE OF MICHIGAN
COUNTY OF OAKLAND } ss:

I do hereby certify that on this 30th day of November, 19 76, before me, Mary E. Harker, a Notary Public in and for the County and State aforesaid, residing therein and duly commissioned, personally appeared J. P. Johnson and J. G. Schmidt, known to me to be the Vice President and Assistant Secretary of S. S. Kresge Company, who, being by me duly sworn, did depose and say that they reside in Birmingham, Michigan and Lake Orion, Michigan, respectively; that they are the Vice President and Assistant Secretary respectively of S. S. Kresge Company, the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that on behalf of said corporation and by order of its board of directors, they signed, sealed and delivered said instrument for the uses and purposes therein set forth, as its and their free and voluntary act; and that they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

MARY E. HARKER
Notary Public, Oakland County, Mich.
My Commission Expires June 12, 1977

My commission expires: _____
Notary Public

OFF. REC. 6870 PAGE 95

CODE 9/20/69

3

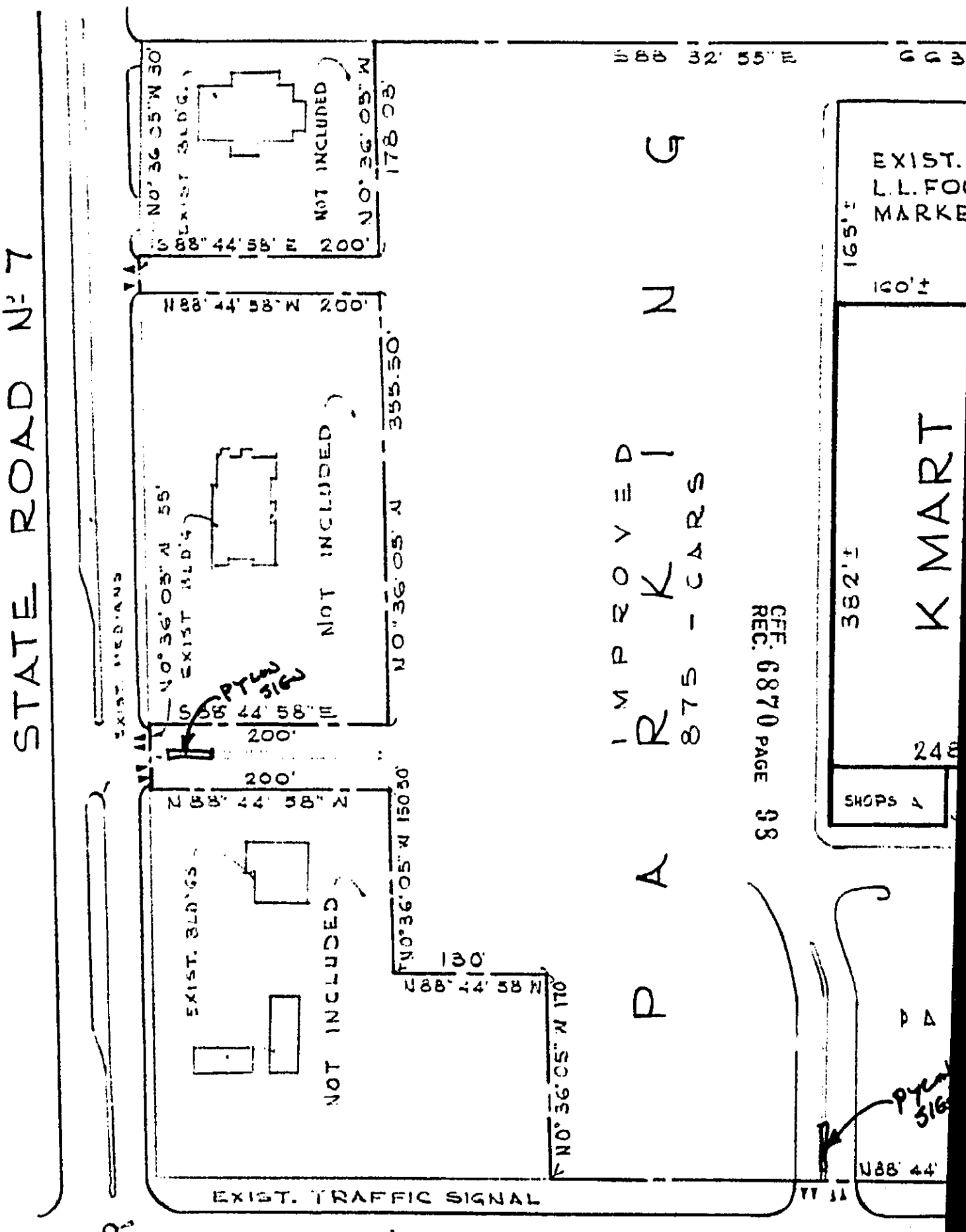
9/19/72

EXHIBIT "A"

A portion of Section 36, Township 48 South, Range 41 East and a portion of Section 31, Township 48 South, Range 42 East being more particularly described as follows:

From the East 1/4 corner of said Section 36 run North along the East line of said Section 36 for 53.01 feet; thence run North 88 degrees 44 minutes 58 seconds West along the Northerly Right-of-Way line of West Atlantic Boulevard for 2.23 feet to the Point of Beginning of the following described parcel of land: thence continue North 88 degrees 44 minutes 58 seconds West along the last described course for 745.00 feet (said last described two courses being 53.00 feet North of and parallel with the South line of the South 1/2 of the Northeast 1/4 of said Section 36); thence run North 0 degrees 36 minutes 05 seconds West, along a line parallel to the Easterly Right-of-Way line of State Road No. 7, for 170.00 feet: thence run North 88 degrees 44 minutes 58 seconds West along a line parallel to the Northerly Right-of-Way line of West Atlantic Boulevard for 130.00 feet; thence run North 0 degrees 36 minutes 05 seconds West for 150.50 feet; thence run North 88 degrees 44 minutes 58 seconds West for 200.00 feet to a point on the Easterly Right-of-Way line of State Road No. 7; thence run North 0 degrees 36 minutes 05 seconds West along the Easterly Right-of-Way line of State Road No. 7, for 55.00 feet; thence run South 88 degrees 44 minutes 58 seconds East for 200.00 feet; thence run North 0 degrees 36 minutes 05 seconds West for 355.50 feet; thence run North 88 degrees 44 minutes 58 seconds West for 200.00 feet, to a point on the Easterly Right-of-Way line of State Road No. 7; thence run North 0 degrees 36 minutes 05 seconds West along the Easterly Right-of-Way line of State Road No. 7 for 30.00 feet; thence run South 88 degrees 44 minutes 58 seconds East for 200.00 feet; thence run North 0 degrees 36 minutes 05 seconds West for 178.08 feet to a point on the South line of Block 2, MARGATE REALTY NO. 1, according to the plat thereof as recorded in Plat Book 42 at Page 42 of the Public Records of Broward County, Florida; thence run South 88 degrees 32 minutes 55 seconds East along the South line of said Block 2 for 663.63 feet; thence run South 1 degree 27 minutes 05 seconds West at right angles to the last described course for 384.00 feet; thence run North 88 degrees 32 minutes 55 seconds West for 30.00 feet; thence run South 1 degree 27 minutes 05 seconds West for 190.00 feet; thence run South 88 degrees 32 minutes 55 seconds East for 240.00 feet; thence run South 1 degree 27 minutes 05 seconds West for 90.00 feet; thence run South 88 degrees 32 minutes 55 seconds East for 35.00 feet; thence run South 1 degree 27 minutes 05 seconds West for 271.41 feet to the Point of Beginning, all lying and being in the City of Margate, Broward County, Florida.

OFF. REC. 6870 PAGE 97


STATE ROAD Nº 7
WEST ATLANTIC
EXIST. TRAFFIC SIGNAL
NOT INCLUDED
EXIST. BLD'G.
N88° 44' 58" W 200'
S88° 44' 58" E 200'
N0° 36' 05" W 178.03'
N0° 36' 05" W 355.50'
N0° 36' 05" W 150.30'
N88° 44' 58" W 130'
N0° 36' 05" W 170'
S88° 32' 55" E
IMPROVED
875 KI
PARKING
CFF. 6870 PAGE 93
REC.
EXIST. L.L. FOO MARKE
165'±
160'±
382'±
K MART
SHOPS A
PYLON SIGN

STORE № 3246

N.E.C. W. ATLANTIC BLVD. & STATE ROAD

MARGATE, FLORIDA.

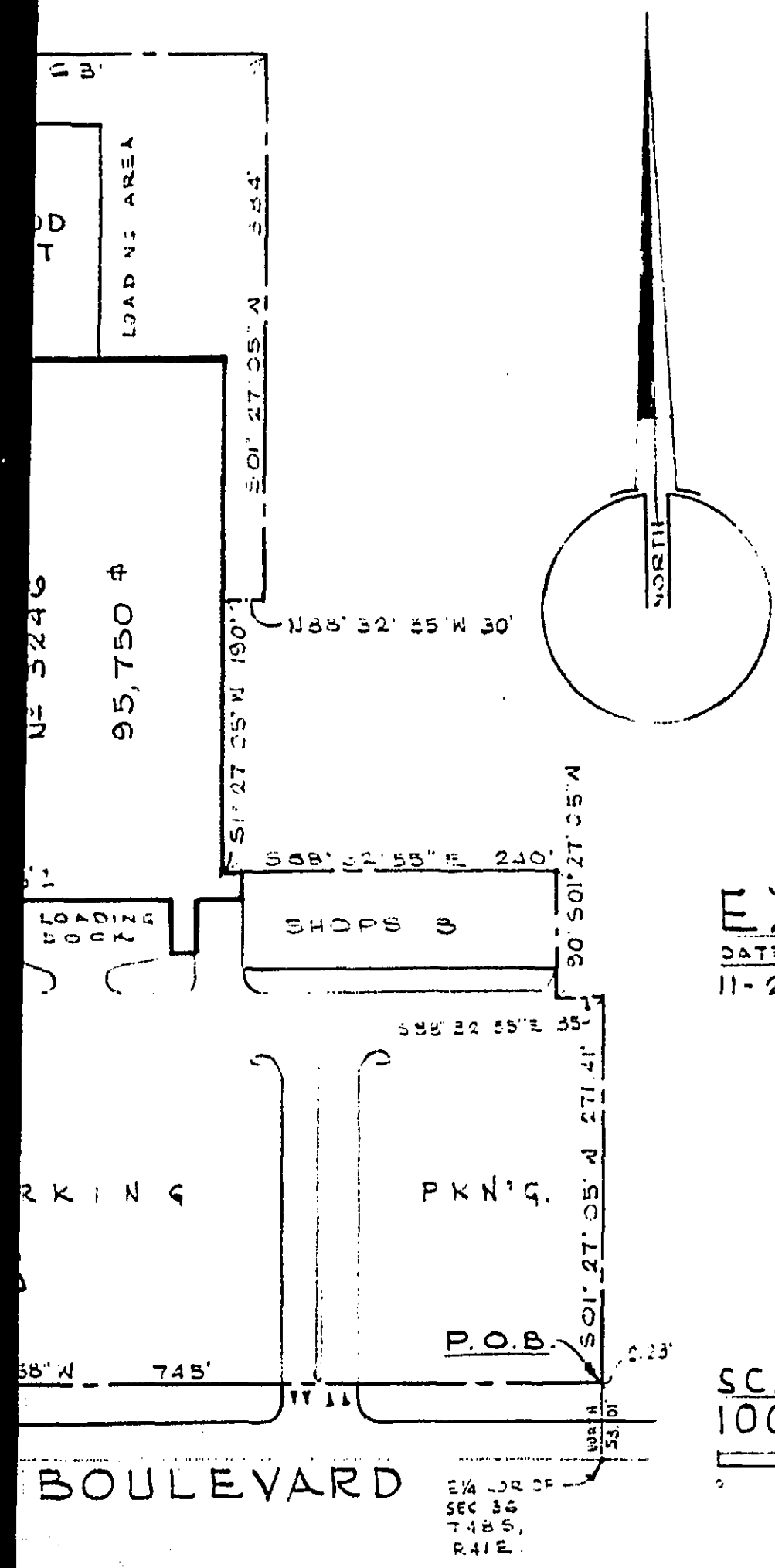


EXHIBIT "B"

DATE:
11-26-76

SCALE:
100 FEET TO 1 INCH

0 50 100 200 300

OFF. REC. 6870 PAGE 99

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

75-113081

DECLARATION

DECLARATION made this 9th day of June, 1975, by ALEC P. COURTELIS and DONALD L. SMITH, JR., Partners, doing business as Broward Associates, a Partnership, whose principal office address is 1101 Brickell Avenue, Miami, Florida 33131.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of two (2) separate parcels of land situate in Broward County, Florida, and more particularly described as follows:

TRACT 1

A portion of Section 36, Township 48 South, Range 41 East and a portion of Section 31, Township 48 South, Range 42 East, being more particularly described as follows:

From the East 1/4 corner of said Section 36 run North along the East line of said Section 36 for 53.01 feet to the Point of Beginning of the following described parcel of land; thence run North 88 degrees 44 minutes 58 seconds West along the proposed Northerly Right-of-Way line of West Atlantic Boulevard for 747.23 feet (said last course being 53.00 feet North of and parallel with the South line of South 1/2 of the Northeast 1/4 of said Section 36); thence run North 0 degrees 36 minutes 05 seconds West along a line parallel to the Easterly Right-of-Way line of State Road No. 7, for 170.00 feet; thence run North 88 degrees 44 minutes 58 seconds West along a line parallel to the Northerly Right-of-Way line of West Atlantic Boulevard for 130.00 feet; thence run North 0 degrees 36 minutes 05 seconds West for 150.50 feet; thence run North 88 degrees 44 minutes 58 seconds West for 200.00 feet to a point on the Easterly Right-of-Way line of State Road No. 7; thence run North 0 degrees 36 minutes 05 seconds West along the Easterly Right-of-Way line of State Road No. 7 for 55.00 feet; thence run South 88 degrees 44 minutes 58 seconds East for 200.00 feet; thence run North 0 degrees 36 minutes 05 seconds West for 355.50 feet; thence run North 88 degrees 44 minutes 58 seconds West for 200.00 feet to a point on the Easterly Right-of-Way line of State Road No. 7; thence run North 0 degrees 36 minutes 05 seconds West along the Easterly Right-of-Way line of State Road No. 7 for 30.00 feet; thence run South 88 degrees 44 minutes 58 seconds East for 200.00 feet; thence run North 0 degrees 36 minutes 05

75 JUN 20 PM 2:35

OFF. REC. 6249 PAGE 473

This Instrument Was Prepared By:
S. PHILIP MALSPEIS
901 N. E. 125th Street
No. Miami, Florida 33161

Gen. Title Ins. Co.
Pan Am. Bank Bldg
Suite 447
Miami, Fl. 33131

10.00

seconds West for 178.08 feet to a point on the South line of Block 2, "MARGATE REALTY NO. 1", according to the Plat thereof, as recorded in Plat Book 42 at Page 42 of the Public Records of Broward County, Florida; thence run South 88 degrees 32 minutes 55 seconds East along the South line of said Block 2 for 650.00 feet; thence run South 1 degree 27 minutes 05 seconds West at right angles to the last described course for 334.81 feet; thence run South 88 degrees 32 minutes 55 seconds East for 307.86 feet; thence run South 1 degree 27 minutes 05 seconds West for 325.50 feet; thence run North 88 degrees 32 minutes 55 seconds West for 20.00 feet; thence South1degree 27 minutes 05 seconds West for 275.00 feet to a point on the aforedescribed Northerly Right-of-Way line of West Atlantic Boulevard; thence run North 88 degrees 44 minutes 58 seconds West along the Northerly Right-of-Way line of West Atlantic Boulevard for 27.00 feet to the Point of Beginning, all lying and being in the City of Margate, Broward County, Florida,

and

TRACT 2

A portion of Section 36 Township 48 South, Range 41 East, being a portion of the Shopping Center Tract as shown on the Plat of "MARGATE REALTY NO. 1", as recorded in Plat Book 42 at Page 42 of the Public Records of Broward County, Florida, being more particularly described as follows:

From the East 1/4 corner of said Section 36 run North 88 degrees 44 minutes 58 seconds West along the South line of the South 1/2 of the Northeast 1/4 of said Section 36 for 1076.68 feet; thence run North 0 degrees 36 minutes 05 seconds West along the Easterly Right-of-Way line of State Road No. 7 for 814.03 feet to the Point of Beginning of the following described parcel; thence continue North 0 degrees 36 minutes 05 seconds West along the last described course for 73.29 feet to a Point of Curvature; thence run Northerly along a circular curve to the right having a radius of 1382.75 feet and a central angle of 4 degrees 22 minutes 10 seconds for an arc distance of 105.45 feet to a point on the South line of Block 2 of the aforementioned plat of "MARGATE REALTY NO. 1" (said last described course being coincident with the Easterly Right-of-Way line of State Road No. 7); thence run South 88 degrees 32 minutes 55 seconds East along the South line of said Block 2 for 195.98 feet; thence run South 0 degrees 36 minutes 05 seconds East for 178.08 feet; thence run North 88 degrees 44 minutes 58 seconds West for 200.00 feet to the Point of Beginning, all lying and being in the City of Margate, Broward County, Florida;

and

WHEREAS, Declarant has constructed a shopping center on Tract 1 and desires to grant and establish reciprocal

OFF. REC. 6249 PAGE 479

Order: 12137711 Page 2 of 4 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:6249-00478

easements for ingress and egress and for parking with respect to Tract 1 and Tract 2.

NOW, THEREFORE, Declarant, as owners of Tract 1 and Tract 2, for themselves and their successors and assigns, declare as follows:

1. That the owners, their customers, invitees, tenants and tenant's customers and invitees of Tract 1 and Tract 2 shall be entitled to use the parking areas from time to time provided in Tract 1 and Tract 2 for parking purposes and for the purpose of ingress and egress and that the parking areas upon Tract 1 and Tract 2 shall be so constructed so as to have contiguous, no barrier parking except as necessary for the orderly flow of vehicular traffic.

2. The easement, license, right and privilege granted hereby shall be solely for the benefit of and restricted solely to the owners of Tract 1 and Tract 2 but any owner may grant the benefit of said easement, license, right or privilege to the tenant of said owner now or hereafter occupying the parcel owned by such owner for the duration of said tenancy.

3. The owners of Tract 1 and Tract 2 shall construct upon their respective tracts a parking area providing for a minimum of 5.5 parking spaces for each 1,000 square feet of gross rentable area constructed on said tracts.

4. Not more than thirty percent (30%) of the land area of Tract 2 shall be used for the construction of buildings. The owner of Tract 2 shall not utilize more than fifty percent (50%) of the frontage of Tract 2 on U.S. Highway 441 (State Road No. 7) for the construction of buildings.

5. This instrument is not intended nor shall it be construed as granting any rights in or for the benefit of the general public and nothing in this instrument shall prohibit any owner of a Tract which is subject to this

OFF. REC. 6249 PAGE 480

Order: 12137711 Page 3 of 4 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:6249-00478

Declaration from providing for a maintenance charge in leases to the tenants of said owner for the use and maintenance of the parking areas.

6. This Agreement may be modified or terminated only by the written agreement of the owners of Tract 1 and Tract 2; however, in the event both Tract 1 and Tract 2 are owned by one owner, such owner may terminate this Agreement or modify it in any manner by filing of record an amended Declaration.

IN WITNESS WHEREOF, Declarant has hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered in the presence of:

As to Declarant

ALEC P. COURTELIS (SEAL)

DONALD L. SMITH, JR., Partners (SEAL)
d/b/a Broward Associates, a Partnership

"DECLARANT"

STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized to take oaths and acknowledgments in the State and County aforesaid, personally appeared ALEC P. COURTELIS and DONALD L. SMITH, JR., Partners, d/b/a Broward Associates, a Partnership, to me well known to be the persons described in and who executed the foregoing Declaration, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal at Miami, said County and State last aforesaid, this 9th day of June, A.D., 1975.

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

Notary Public, State of Florida at Large.
My Commission Expires May 13, 1978.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

OFF. REC. 6249 PAGE 481

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
COUNTY ADMINISTRATOR

Order: 12137711 Page 4 of 4 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:6249-00478

(2005-V-17)

Resolution 2006-246

WHEREAS, pursuant to a Notice of Public Hearing, duly and regularly advertised in accordance with law, a public hearing was held in the Commission Meeting Room No. 422, Broward County Governmental Center located at 115 South Andrews Avenue, Fort Lauderdale, Florida on Tuesday, March 28, 2006 at 2:00 P.M. to consider the advisability of renouncing and disclaiming all right of the County and the public to and in the public portion of a Water and Sewer Easement, all situate, lying and being in Broward County, Florida, and hereafter described as follows:

Sketch and legal descriptions attached hereto and made a part hereof as Exhibit "A".

WHEREAS, after hearing all interested parties and determining that the proposed action will not materially interfere with the County road system and will not affect the ownership of or deprive any person convenient access to his/her premises, in accordance with the Florida Statutes (as amended from time to time) it was determined that it would be in the best interest of all concerned to renounce, disclaim, vacate and abandon any right to the County and the public to and in the aforementioned land as described in Exhibit A attached hereto, all situate, lying and being in Broward County, Florida, NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners of Broward County, Florida that:

1. Vacation. Said Board hereby renounces, disclaims, vacates and abandons any right to the County and the public to and in the following described land, all situate, lying and being in Broward County, Florida:

   Sketch and legal descriptions attached hereto and made a part hereof as Exhibit "A".

2. Effective Date: This Resolution shall take effect upon recordation in the public records of Broward County, Florida.

ADOPTED and Effective this 28th day of March, 2006. #13

7

SEC. 36, TWP. 48 S, RNG. 41 E

LEGAL DESCRIPTION (BY SURVEYOR)

ALL THAT PORTION OF AN EXISTING WATER AND SEWER EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 5787, PAGE 720, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LYING WITHIN THE FOLLOWING DESCRIBED AREA:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING IN AND BEING A PORTION OF THE "SHOPPING CENTER" TRACT, AS SHOWN ON THE PLAT OF "MARGATE REALTY NO. 1", AS RECORDED IN PLAT BOOK 42, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS ALSO LYING IN SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST, OF THE TALLAHASSEE BASE MERIDIAN, BROWARD COUNTY, FLORIDA. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

COMMENCING FOR REFERENCE AT THE EAST 1/4 CORNER OF SAID SECTION 36;

THENCE, BEARING NORTH 00°01'15" EAST, ALONG THE EASTERLY LINE OF SAID SECTION, A DISTANCE OF 53.01 FEET TO A POINT ON THE EASTERLY EXTENTION OF THE NORTHERLY RIGHT OF WAY LINE OF ATLANTIC BOULEVARD (RIGHT OF WAY WIDTH VARIES); SAID LINE BEING 53.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 36;

THENCE, BEARING NORTH 88°44'38" WEST, ALONG SAID PARALLEL LINE AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1077.13 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 7 (US 441), A 110' WIDE RIGHT OF WAY AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION NO. 88130-2504, DATED 6/19/96;

THENCE, BEARING NORTH 00°36'12" WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 834.29 FEET TO A POINT;

SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1382.69 FEET, A CENTRAL ANGLE OF 3°09'50" AND A CHORD LENGTH OF 76.35 FEET BEARING NORTH 0°58'43" EAST;

THENCE, NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 76.36 FEET, TO A POINT;

SAID POINT LYING ON THE WESTERLY EXTENSION OF A SOUTHERLY LINE OF SAID EXISTING EASEMENT, (FOR ORIENTATION PURPOSES SAID SOUTHERLY LINE BEING APPROXIMATELY 29 FEET SOUTH OF THE NORTH LINE OF SAID "SHOPPING CENTER" TRACT)

THENCE, LEAVING SAID EASTERLY RIGHT OF WAY LINE, BEARING SOUTH 88°32'55" EAST, ALONG THE SOUTHERLY LINE OF SAID EXISTING EASEMENT, DISTANCE OF 243.05 FEET TO A POINT;

SAID POINT LYING ON A LINE 245 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH SAID EASTERLY RIGHT OF WAY LINE;

SAID POINT ALSO BEING THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, CONTINUE BEARING SOUTH 88°32'55" EAST, ALONG THE SOUTHERLY LINE OF SAID EXISTING EASEMENT, A DISTANCE OF 617.55 FEET TO A POINT;

SAID POINT LYING ON THE EASTERLY LINE OF THOSE CERTAIN LANDS TO BE PURCHASED BY WAL-MART STORES EAST, LP;

THENCE, BEARING SOUTH 01°27'55" WEST, ALONG SAID EASTERLY LINE OF PURCHASE, A DISTANCE OF 408.40 FEET TO A POINT;

THENCE, BEARING NORTH 88°32'57" WEST, A DISTANCE OF 340.87 FEET TO A POINT;

THENCE, BEARING SOUTH 88°57'03" WEST, A DISTANCE OF 98.88 FEET TO A POINT;

THENCE, BEARING NORTH 88°32'57" WEST, A DISTANCE OF 189.23 FEET TO A POINT;

SAID POINT LYING ON A LINE 245 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH SAID EASTERLY RIGHT OF WAY LINE;

THENCE, BEARING NORTH 00°36'12" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 446.53 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PREMISES CONTAIN 257,363 SQUARE FEET OR 5.91 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

LEGEND

	EASEMENT TO BE VACATED
	RIGHT OF WAY LINE
	PROPERTY LINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
PG	PAGE
SEC.	SECTION
TWP	TOWNSHIP
RNG	RANGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
ORB	OFFICIAL RECORDS BOOK

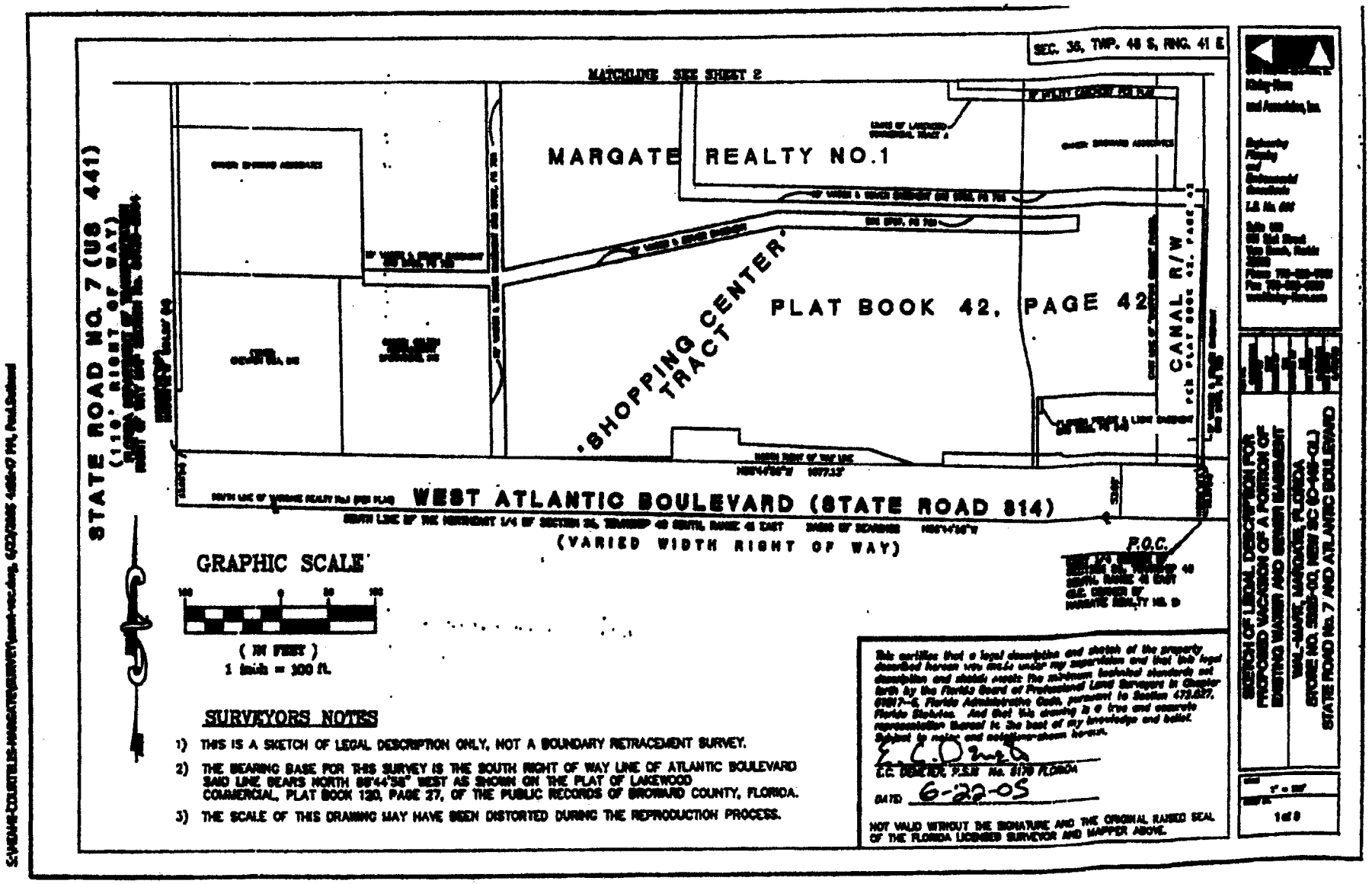
Bishop Hauer and Associates, Inc.
Engineering Planning and Environmental Consultants
LB No. 666
Suite 400
601 23rd Street
West Palm Beach, Florida
33405
Phone: 772-882-7001
Fax: 772-882-6000
www.bishop-hauer.com

LEGAL DESCRIPTION FOR PROPOSED VACATION OF A PORTION OF EXISTING WATER AND SEWER EASEMENT

WAL-MART, MARGATE, FLORIDA
STORE NO. 3666-00, NEW SC (C-145-CL)
STATE ROAD No. 7 AND ATLANTIC BOULEVARD

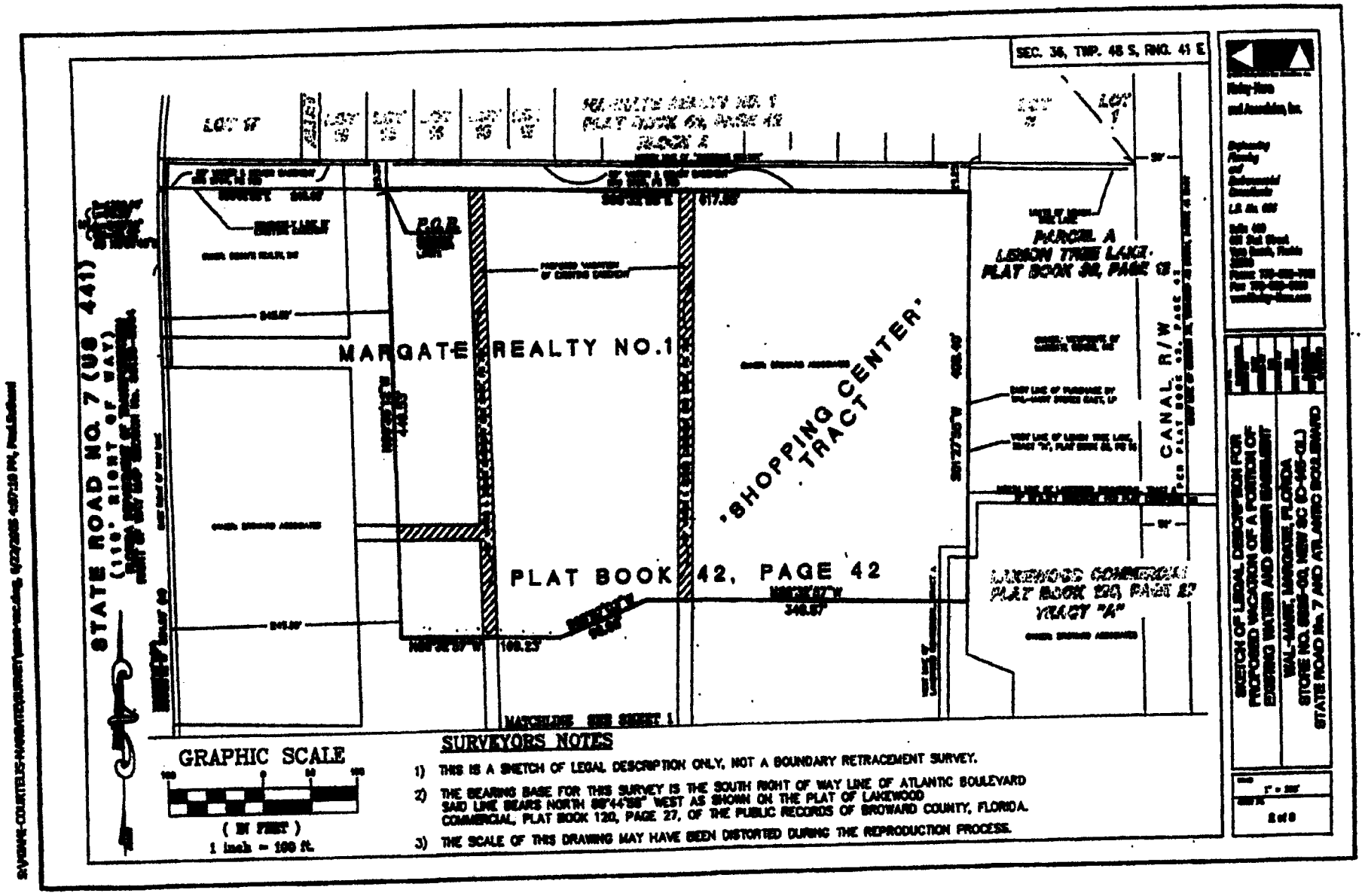
DATE 8/5
SHEET 3 of 3

EXHIBIT "A"



Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM

Order: 12137711
Doc: FLBROW:41886-00177



Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM

Order: 12137711
Doc: FLBROW:41886-00177

STATE OF FLORIDA)

) SS

COUNTY OF BROWARD)

I, Bertha Henry, Interim County Administrator, in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution 2006-246 as the same appears of record in the minutes of a said meeting of said Board of County Commissioners held on the 28th day of March, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of March, 2006.

COUNTY COMMISSIONERS CREATED OCT. 1ST 1915 BROWARD COUNTY FLORIDA

(SEAL)

Bertha Henry
INTERIM COUNTY ADMINISTRATOR

By Mary Anne Daly
Deputy Clerk

SUN-SENTINEL

PUBLISHED DAILY
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA
BOCA RATON, PALM BEACH COUNTY, FLORIDA
MIAMI, MIAMI DADE COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF BROWARD/PALM BEACH/MIAMI DADE
BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED

Kelly O'Houck WHO, ON OATH, SAYS THAT HE/SHE IS A DULY AUTHORIZED REPRESENTATIVE OF THE CLASSIFIED DEPARTMENT OF THE SUN-SENTINEL, DAILY NEWSPAPER PUBLISHED IN BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA, AND THAT THE ATTACHED COPY OF ADVERTISEMENT, BEING A:

NOTICE OF PUBLIC HEARING

IN THE MATTER OF:

2005-V-17

IN THE CIRCUIT COURT, WAS PUBLISHED IN SAID NEWSPAPER IN THE ISSUES OF:

3/7 12749025

AFFIANT FURTHER SAYS THAT THE SAID SUN-SENTINEL IS A NEWSPAPER PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA, AND THAT THE SAID NEWSPAPER HAS HERETOFORE BEEN CONTINUOUSLY PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA, EACH DAY, AND HAS BEEN ENTERED AS SECOND CLASS MATTER AT THE POST OFFICE IN FORT LAUDERDALE, IN SAID BROWARD COUNTY, FLORIDA, FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST PUBLICATION OF ATTACHED COPY OF ADVERTISEMENT; AND AFFIANT FURTHER SAYS THAT HE/SHE HAS NEITHER PAID, NOR PROMISED, ANY PERSON, FIRM, OR CORPORATION, ANY DISCOUNT, REBATE, COMMISSION, OR REFUND, FOR THE PURPOSE OF SECURING THIS ADVERTISEMENT FOR PUBLICATION IN SAID NEWSPAPER.

Kelly O'Houck
(SIGNATURE OF AFFIANT)

SWORN TO AND SUBSCRIBED BEFORE ME
ON: **07-March-2006** , A.D.

Tara L. Bezak
(SIGNATURE OF NOTARY PUBLIC)

Tara L. Bezak
Commission # DD428648
Expires July 20, 2009
Bonded Troy Fain - Insurance, Inc. 800-385-7019

(NAME OF NOTARY, TYPED, PRINTED, OR STAMPED)

PERSONALLY KNOWN ✓ OR

PRODUCED IDENTIFICATION _____

Notice of Public Hearing and Intent to Consider the Release and Abandonment of Easement
(2005-V-17)

Notice is hereby given by the Board of County Commissioners, Broward County, Florida, that said Board will hold a public hearing, at 2:00 P.M., Tuesday, March 28, 2006 in the County Commission Meeting Room (Room 422), Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida, to consider the release and abandonment of a portion of a water and sewer easement, the substance of which is as follows: This property is a portion of Section 36, Township 48 South, Range 41 East, located within the City of Margate, and consists of all that portion of an existing water and sewer easement as recorded in the Official Records Book 5787, Page 720, of the public records of Broward County, Florida, lying in and being a portion of the "Shopping Center" Tract, as shown on the Plat of "Margate Realty No. 1", as recorded in Plat Book 42, Page 45, all of the Public Records of Broward County, Florida. The full legal descriptions are available for inspection at the Broward County Governmental Center, 115 South Andrews Avenue, Room 326, Fort Lauderdale, Florida. Dated this 28th day of February, A.D., 2006. If due to a disability, you require auxiliary aids, accommodations or alternative formats of materials to participate in public hearing or meeting, please contact Susan Beagney, Real Property Section, at (954) 357-6974 or the Broward County Call Center TDD Line at (954) 370-3745. Please make accommodation requests at least three days in advance.

March 7, 2006

SUN-SENTINEL

PUBLISHED DAILY
FORT LAUDERDALE, BROWARD COUNTY, FLORIDA
BOCA RATON, PALM BEACH COUNTY, FLORIDA
MIAMI, MIAMI DADE COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF BROWARD/PALM BEACH/MIAMI DADE
BEFORE THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED

Noreen Rubin WHO, ON OATH, SAYS THAT HE/SHE IS A DULY AUTHORIZED REPRESENTATIVE OF THE CLASSIFIED DEPARTMENT OF THE SUN-SENTINEL, DAILY NEWSPAPER PUBLISHED IN BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA, AND THAT THE ATTACHED COPY OF ADVERTISEMENT, BEING A:

NOTICE OF ADOPTION OF RESOLUTION

IN THE MATTER OF:

2005-V-17

IN THE CIRCUIT COURT, WAS PUBLISHED IN SAID NEWSPAPER IN THE ISSUES OF:

4/4 12787404

AFFIANT FURTHER SAYS THAT THE SAID SUN-SENTINEL IS A NEWSPAPER PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA, AND THAT THE SAID NEWSPAPER HAS HERETOFORE BEEN CONTINUOUSLY PUBLISHED IN SAID BROWARD/PALM BEACH/MIAMI DADE COUNTY, FLORIDA, EACH DAY, AND HAS BEEN ENTERED AS SECOND CLASS MATTER AT THE POST OFFICE IN FORT LAUDERDALE, IN SAID BROWARD COUNTY, FLORIDA, FOR A PERIOD OF ONE YEAR NEXT PRECEDING THE FIRST PUBLICATION OF ATTACHED COPY OF ADVERTISEMENT; AND AFFIANT FURTHER SAYS THAT HE/SHE HAS NEITHER PAID, NOR PROMISED, ANY PERSON, FIRM, OR CORPORATION, ANY DISCOUNT, REBATE, COMMISSION, OR REFUND, FOR THE PURPOSE OF SECURING THIS ADVERTISEMENT FOR PUBLICATION IN SAID NEWSPAPER.

Noreen Rubin
(SIGNATURE OF AFFIANT)

SWORN TO AND SUBSCRIBED BEFORE ME
ON: 04-April-2006 A.D.

Odella M. Johnson
(SIGNATURE OF NOTARY PUBLIC)

Odella M. Johnson
Commission # DD326508
Expires June 6, 2008
Bonded Thru Fain Insurance, Inc. 800-385-7019

(NAME OF NOTARY, TYPED, PRINTED, OR STAMPED)

PERSONALLY KNOWN ✓ OR

PRODUCED IDENTIFICATION

NOTICE
OF ADOPTION OF RESOLUTION VACATING, ABANDONING AND CLOSING WATER AND SEWER EASEMENT
(2005-V-17)

To Whom It May Concern: You may take notice that pursuant to Chapter 177.101, Florida Statutes, the Board of County Commissioners of Broward County, Florida held a Public Hearing at 2:00 P.M. on March 28, 2006 at the Broward County Governmental Center, Room 422, 115 South Andrews Avenue, Fort Lauderdale, Florida, and did adopt a resolution to vacate and abandon the Water and Sewer Easement, the subject of which is as follows. This property is a portion of Section 36, Township 48 South, Range 41 East, located within the City of Margate, and consists of all that portion of an existing water and sewer easement as recorded in the Official Records Book 5437, Page 720, of the public records of Broward County, Florida, lying in and being a portion of the "Shopping Center" Tract, as shown on the Plat of "Margate Realty No. 1" as recorded in Plat Book 42, Page 42, all of the Public Records of Broward County, Florida. The full legal description is available for inspection at the Broward County Governmental Center, Room 326, 115 South Andrews Avenue, Fort Lauderdale, Florida.

April 4, 2006

This instrument was prepared by:
Richard Roth, Esquire of
Tucker,Roth,Prominski,and Peschio
1500 East Atlantic Boulevard
Pompano, Florida

74-117978

EASEMENT

THIS INDENTURE, made and entered into this 1st day of November, 1973, by and between ALEC P. COURTELIS and DONALD L. SMITH, JR., hereinafter referred to as Parties of the First Part, and MARGATE UTILITY AUTHORITY, INC., a Florida Corporation, hereinafter referred to as Party of the Second Part.

'74 JUN 3 PM 2:26

WITNESSETH:

WHEREAS, the Party of the Second Part is desirous of acquiring a right-of-way, easement, license, and right to excavate, construct, operate, and maintain underground pipe lines under and through the lands of the Parties of the First Part for the purpose of constructing, operating, and maintaining a water distribution system and sewage collection system to, through, and under the lands of the Parties of the First Part;

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS ($10.00) paid by the Party of the Second Part to the Parties of the First Part, the receipt of which is hereby acknowledged, and other good and valuable considerations, the said Parties of the First Part do hereby grant, bargain, and convey to the extent of their respective interests therein unto the said Party of the Second Part, its successors and assigns, the perpetual right-of-way, easement, license, and right to excavate, construct, operate, and maintain underground pipe lines and appurtenances for water distribution systems and sewage collection systems under and through the following described lands, situate, lying and being in the County of Broward, State of Florida, to-wit:

SEE ATTACHED "EXHIBIT A"

TO HAVE AND TO HOLD the said rights-of-way, easements, licenses and rights herein granted unto the Party of the Second Part, its successors and assigns, forever.

The Parties of the First Part reserve the right to grant easements for other public utility purposes in, upon, over, under, and through the lands above described.

OFF. REC. 5787 PAGE 720

RECORD & RETURN TO:
Deutsch, Deutsch, Goldberg, & Young, P.A.
2931 E. Commercial Boulevard
Fort Lauderdale, Florida 33308

14

The Parties of the First Part reserve the right to pave the surface of the aforedescribed lands and to utilize the same for parking or other surface use not inconsistent with this grant, and further provided that any person, firm, or corporation, either private or municipal, must repair any surface damage which may result from installation or maintenance of such underground public utilities.

IN WITNESS WHEREOF, the said parties of the First Part have caused these presents to be executed as of the day and date first set out herein.

Signed, sealed and delivered in the presence of:

Alec P. Courtelis

Donald L. Smith, Jr.

STATE OF FLORIDA:
COUNTY OF DADE :

BEFORE ME, personally appeared ALEC P. COURTELIS and DONALD L. SMITH, JR. well known to me to be the Parties in whose name the foregoing instrument was executed and that they acknowlege executing the same freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of November, 1973.

My commission expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES OCT. 15, 1976
Bonded Thru General Insurance Underwriters

Notary Public (SEAL)
State of Florida at Large

OFF. REC. 5787 PAGE 721

EXHIBIT "A"

LEGAL DESCRIPTIONS FOR SANITARY SEWER & WATER LINE EASEMENTS

A portion of Section 36, Township 48 South, Range 41 East and a portion of Section 31, Township 48 South, Range 42 East, City of Margate, Broward County, Florida and being more particularly described as follows: Commence at the East 1/4 corner of said Section 36; thence North along the East line of said Section 36 for 53.01 feet; thence North 88° 44' 58" West along the North right-of-way line of West Atlantic Boulevard for 4.73 feet to the Point of Beginning of the parcel of land hereinafter described: A strip of land 5.00 feet in width lying 2.50 feet each side of the following specifically described centerline; From the Point of Beginning herein above described, run North 1° 27' 05" East for 263.38 feet to Point A; thence continue North 1° 27' 05" East for 7.50 feet to the Point of Termination of said centerline;

AND

A 15.00 foot strip of land lying 7.50 feet on each side of the following specifically described centerline; begin at the aforementioned Point "A"; thence North 88° 32' 55" West for 542.77 feet; thence North 1° 27' 05" East at right angles to the last described course for 638.97 feet to the Point of Termination of said line;

AND

Commence at the East 1/4 corner of the aforesaid Section 36; thence North along the East line of said Section 36 for 53.01 feet; thence North 88° 44' 58" West along the North right-of-way line of West Atlantic Boulevard for 737.23 feet to the Point of Beginning of a strip of land 15.00 feet in width lying 7.50 feet on each side of the following specifically described centerline; thence North 0° 36' 05" West, parallel with the Easterly right-of-way line of State Road No. 7 for 175.00 feet to Point "B"; thence continue North 0° 36' 05" West, along the last described course for 392.00 feet to Point "C"; thence continue North 0° 36' 05" West along the last described course for 355.00 feet to Point "D"; being the Point of Termination of said line; and the Point of Beginning of a strip of land 25.00 feet in width lying 12.50 feet on each side of the following described centerline; Begin at the aforesaid Point "D"; thence South 88° 32' 55" East for 523.63 feet to the Point of Termination of said line;

AND

A strip of land 15.00 feet in width lying 7.50 feet on each side of the following specifically described centerline; begin at the aforesaid Point "B"; thence North 88° 44' 58" West parallel with the said North right-of-way line of West Atlantic Boulevard for 140.00 feet to the Point of Termination of said line;

AND

A 15.00 foot strip of land lying 7.50 feet on each side of the following specifically described centerline; begin at the aforesaid Point "B"; thence North 78° 44' 10" East for 299.00 feet; thence South 88° 32' 55" East for 315.00 feet to the Point of Termination of said line;

AND

A strip of land 15.00 feet in width lying 7.50 feet on each side of the following specifically described centerline; begin at the aforesaid Point "C"; thence North 88° 44' 58" West, parallel with the said North right-of-way line of West Atlantic Boulevard for 140.00 feet to the Point of Termination of said line;

AND

A 25.00 foot strip of land lying 12.50 feet on each side of the following described centerline; begin at the aforesaid Point "D"; thence North 88° 32' 55" West for 335.00 feet to Point "E"; thence continue North 88° 32' 55" West for 5.00 feet to the Point of Termination of said line;

AND

A 10.00 foot strip of land lying 5.00 feet on each side of the following specifically described centerline; begin at the aforesaid Point "E"; thence South 0° 36' 05" East, parallel with and 5.00 feet East of the said East right-of-way line of State Road No. 7 for 191.78 feet to the Point of Termination of said line. (Note: These easements substantially conform with those proposed by Diversified Utility Services as shown on their drawing dated December, 1972, File No.72-183E)

ORDER NO.: B-3683 DATE: November 2, 1973

Prepared by:

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Planners-Engineers-Land Surveys

Broward County, Florida

OFF. REC. 5787 PAGE 722

EXHIBIT "A"

LEGAL DESCRIPTIONS FOR SANITARY SEWER & WATER LINE EASEMENTS

A portion of Section 36, Township 48 South, Range 41 East and a portion of Section 31, Township 48 South, Range 42 East, City of Margate, Broward County, Florida and being more particularly described as follows: Commence at the East 1/4 corner of said Section 36; thence North along the East line of said Section 36 for 53.01 feet; thence North 88° 44' 58" West along the North right-of-way line of West Atlantic Boulevard for 4.73 feet to the Point of Beginning of the parcel of land hereinafter described; A strip of land 5.00 feet in width lying 2.50 feet each side of the following specifically described centerline: From the Point of Beginning herein above described, run North 1° 27' 05" East for 263.38 feet to Point A; thence continue North 1° 27' 05" East for 7.50 feet to the Point of Termination of said centerline;

AND

A 15.00 foot strip of land lying 7.50 feet on each side of the following specifically described centerline; begin at the aforementioned Point "A"; thence North 88° 32' 55" West for 542.77 feet; thence North 1° 27' 05" East at right angles to the last described course for 638.97 feet to the Point of Termination of said line;

AND

Commence at the East 1/4 corner of the aforesaid Section 36; thence North along the East line of said Section 36 for 53.01 feet; thence North 88° 44' 58" West along the North right-of-way line of West Atlantic Boulevard for 737.23 feet to the Point of Beginning of a strip of land 15.00 feet in width lying 7.50 feet on each side of the following specifically described centerline; thence North 0° 36' 05" West, parallel with the Easterly right-of-way line of State Road No. 7 for 175.00 feet to Point "B"; thence continue North 0° 36' 05" West, along the last described course for 392.00 feet to Point "C"; thence continue North 0° 36' 05" West along the last described course for 355.00 feet to Point "D"; being the Point of Termination of said line; and the Point of Beginning of a strip of land 25.00 feet in width lying 12.50 feet on each side of the following described centerline; Begin at the aforesaid Point "D"; thence South 88° 32' 55" East for 523.63 feet to the Point of Termination of said line;

AND

A strip of land 15.00 feet in width lying 7.50 feet on each side of the following specifically described centerline; begin at the aforesaid Point "B"; thence North 88° 44' 58" West parallel with the said North right-of-way line of West Atlantic Boulevard for 140.00 feet to the Point of Termination of said line;

AND

A 15.00 foot strip of land lying 7.50 feet on each side of the following specifically described centerline; begin at the aforesaid Point "B"; thence North 78° 44' 10" East for 299.00 feet; thence South 88° 32' 55" East for 315.00 feet to the Point of Termination of said line;

AND

A strip of land 15.00 feet in width lying 7.50 feet on each side of the following specifically described centerline; begin at the aforesaid Point "C"; thence North 88° 44' 58" West, parallel with the said North right-of-way line of West Atlantic Boulevard for 140.00 feet to the Point of Termination of said line;

AND

A 25.00 foot strip of land lying 12.50 feet on each side of the following described centerline; begin at the aforesaid Point "D"; thence North 88° 32' 55" West for 335.00 feet to Point "E"; thence continue North 88° 32' 55" West for 5.00 feet to the Point of Termination of said line;

AND

A 10.00 foot strip of land lying 5.00 feet on each side of the following specifically described centerline; begin at the aforesaid Point "E"; thence South 0° 36' 05" East, parallel with and 5.00 feet East of the said East right-of-way line of State Road No. 7 for 191.78 feet to the Point of Termination of said line. (Note: These easements substantially conform with those proposed by Diversified Utility Services as shown on their drawing dated December, 1972, File No.72-183E)

ORDER NO.: B-3683 DATE: November 2, 1973

Prepared by:

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Planners-Engineers-Land Surveys

Broward County, Florida

OFF. REC. 5787 PAGE 723

EXHIBIT "A"

LEGAL DESCRIPTIONS FOR SANITARY SEWER & WATER LINE EASEMENTS

A portion of Section 36, Township 48 South, Range 41 East and a portion of Section 31, Township 48 South, Range 42 East, City of Margate, Broward County, Florida and being more particularly described as follows: Commence at the East 1/4 corner of said Section 36; thence North along the East line of said Section 36 for 53.01 feet; thence North 88° 44' 58" West along the North right-of-way line of West Atlantic Boulevard for 4.73 feet to the Point of Beginning of the parcel of land hereinafter described; A strip of land 5.00 feet in width lying 2.50 feet each side of the following specifically described centerline: From the Point of Beginning herein above described, run North 1° 27' 05" East for 263.38 feet to Point A; thence continue North 1° 27' 05" East for 7.50 feet to the Point of Termination of said centerline;

AND

A 15.00 foot strip of land lying 7.50 feet on each side of the following specifically described centerline; begin at the aforementioned Point "A"; thence North 88° 32' 55" West for 542.77 feet; thence North 1° 27' 05" East at right angles to the last described course for 638.97 feet to the Point of Termination of said line;

AND

Commence at the East 1/4 corner of the aforesaid Section 36; thence North along the East line of said Section 36 for 53.01 feet; thence North 88° 44' 58" West along the North right-of-way line of West Atlantic Boulevard for 737.23 feet to the Point of Beginning of a strip of land 15.00 feet in width lying 7.50 feet on each side of the following specifically described centerline; thence North 0° 36' 05" West, parallel with the Easterly right-of-way line of State Road No. 7 for 175.00 feet to Point "B"; thence continue North 0° 36' 05" West, along the last described course for 392.00 feet to Point "C"; thence continue North 0° 36' 05" West along the last described course for 355.00 feet to Point "D"; being the Point of Termination of said line; and the Point of Beginning of a strip of land 25.00 feet in width lying 12.50 feet on each side of the following described centerline; Begin at the aforesaid Point "D"; thence South 88° 32' 55" East for 523.63 feet to the Point of Termination of said line;

AND

A strip of land 15.00 feet in width lying 7.50 feet on each side of the following specifically described centerline; begin at the aforesaid Point "B"; thence North 88° 44' 58" West parallel with the said North right-of-way line of West Atlantic Boulevard for 140.00 feet to the Point of Termination of said line;

AND

A 15.00 foot strip of land lying 7.50 feet on each side of the following specifically described centerline; begin at the aforesaid Point "B"; thence North 78° 44' 10" East for 299.00 feet; thence South 88° 32' 55" East for 315.00 feet to the Point of Termination of said line;

AND

A strip of land 15.00 feet in width lying 7.50 feet on each side of the following specifically described centerline; begin at the aforesaid Point "C"; thence North 88° 44' 58" West, parallel with the said North right-of-way line of West Atlantic Boulevard for 140.00 feet to the Point of Termination of said line;

AND

A 25.00 foot strip of land lying 12.50 feet on each side of the following described centerline; begin at the aforesaid Point "D"; thence North 88° 32' 55" West for 335.00 feet to Point "E"; thence continue North 88° 32' 55" West for 5.00 feet to the Point of Termination of said line;

AND

A 10.00 foot strip of land lying 5.00 feet on each side of the following specifically described centerline; begin at the aforesaid Point "E"; thence South 0° 36' 05" East, parallel with and 5.00 feet East of the said East right-of-way line of State Road No. 7 for 191.78 feet to the Point of Termination of said line. (Note: These easements substantially conform with those proposed by Diversified Utility Services as shown on their drawing dated December, 1972, File No.72-183E)

ORDER NO.: B-3683 DATE: November 2, 1973

Prepared by:

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Planners-Engineers-Land Surveys

Broward County, Florida

OFF. REC. 5787 PAGE 724

EXHIBIT "A"

LEGAL DESCRIPTIONS FOR SANITARY SEWER & WATER LINE EASEMENTS

A portion of Section 36, Township 48 South, Range 41 East and a portion of Section 31, Township 48 South, Range 42 East, City of Margate, Broward County, Florida and being more particularly described as follows: Commence at the East 1/4 corner of said Section 36; thence North along the East line of said Section 36 for 53.01 feet; thence North 88° 44' 58" West along the North right-of-way line of West Atlantic Boulevard for 4.73 feet to the Point of Beginning of the parcel of land hereinafter described: A strip of land 5.00 feet in width lying 2.50 feet each side of the following specifically described centerline; From the Point of Beginning herein above described, run North 1° 27' 05" East for 263.38 feet to Point A; thence continue North 1° 27' 05" East for 7.50 feet to the Point of Termination of said centerline;

AND

A 15.00 feet strip of land lying 7.50 feet on each side of the following specifically described centerline: begin at the aforementioned Point "A"; thence North 88° 32' 55" West for 542.77 feet; thence North 1° 27' 05" East at right angles to the last described course for 638.97 feet to the Point of Termination of said line;

AND

Commence at the East 1/4 corner of the aforesaid Section 36; thence North along the East line of said Section 36 for 53.01 feet; thence North 88° 44' 58" West along the North right-of-way line of West Atlantic Boulevard for 737.23 feet to the Point of Beginning of a strip of land 15.00 feet in width lying 7.50 feet on each side of the following specifically described centerline; thence North 0° 36' 05" West, parallel with the Easterly right-of-way line of State Road No. 7 for 175.00 feet to Point "B"; thence continue North 0° 36' 05" West, along the last described course for 392.00 feet to Point "C"; thence continue North 0° 36' 05" West along the last described course for 355.00 feet to Point "D"; being the Point of Termination of said line; and the Point of Beginning of a strip of land 25.00 feet in width lying 12.50 feet on each side of the following described centerline; Begin at the aforesaid Point "D"; thence South 88° 32' 55" East for 523.63 feet to the Point of Termination of said line;

AND

A strip of land 15.00 feet in width lying 7.50 feet on each side of the following specifically described centerline; begin at the aforesaid Point "B"; thence North 88° 44' 58" West parallel with the said North right-of-way line of West Atlantic Boulevard for 140.00 feet to the Point of Termination of said line;

AND

A 15.00 foot strip of land lying 7.50 feet on each side of the following specifically described centerline; begin at the aforesaid Point "B"; thence North 78° 44' 10" East for 299.00 feet; thence South 88° 32' 55" East for 315.00 feet to the Point of Termination of said line;

AND

A strip of land 15.00 feet in width lying 7.50 feet on each side of the following specifically described centerline; begin at the aforesaid Point "C"; thence North 88° 44' 58" West, parallel with the said North right-of-way line of West Atlantic Boulevard for 140.00 feet to the Point of Termination of said line;

AND

A 25.00 foot strip of land lying 12.50 feet on each side of the following described centerline; begin at the aforesaid Point "D"; thence North 88° 32' 55" West for 335.00 feet to Point "E"; thence continue North 88° 32' 55" West for 5.00 feet to the Point of Termination of said line;

AND

A 10.00 foot strip of land lying 5.00 feet on each side of the following specifically described centerline; begin at the aforesaid Point "E"; thence South 0° 36' 05" East, parallel with and 5.00 feet East of the said East right-of-way line of State Road No. 7 for 191.78 feet to the Point of Termination of said line. (Note: These easements substantially conform with those proposed by Diversified Utility Services as shown on their drawing dated December, 1972, File No.72-183E)

ORDER NO.: B-3683 DATE: November 2, 1973

Prepared by:

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Planners-Engineers-Land Surveys

Broward County, Florida

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
E. M. STROBEL
COUNTY COMPTROLLER

OFF. REC. 5787 PAGE 725

EASEMENT

30
.55

77-293070

PLEASE RETURN TO
A. F. CROWLEY
P. O. BOX 8248 (FP&L CO.)
FT. LAUDERDALE, FLA. 33310

RWO/~~SIDX~~RWO 2505
ER No. 7
Pole No.

Title instrument prepared by:
c/o Florida Power & Light Co
P. O. Box 1420
Pompano Beach, Florida 33061

Section 36
Township 48 S
Range 41 E

12/8 19 77

FLORIDA POWER & LIGHT COMPANY
Miami, Florida

FLORIDA POWER & LIGHT COMPANY
P. O. BOX 013100
MIAMI, FLORIDA 33101

Gentlemen:

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
DEC 28 '77
P.B. 11122
00.30

The undersigned, owner (s) of the premises described below, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows:

A portion of the shopping center tract, "Margate Realty No. 1," as recorded in Plat Book 42, Page 42 of the Public Records of Broward County, Florida, and being 5 feet on each side of the following described centerline: Commence at the East ¼ corner of Section 36, Township 48 South, Range 41 East; thence N°89 47'57"E, a distance of 746.68 feet; thence N 1°27'10"W, a distance of 218.03 feet to the Point of Beginning of the herein described centerline; thence N 89°47'57"E, a distance of 155 feet to the Point of Termination of the herein described centerline.

Said land situate in the City of Margate, Broward County, Florida.

and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted to allow any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes; to ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on Dec 8, 1977.

G.L.A. Enterprises of Margate, Inc.

Signed, sealed and delivered in the presence of:

Theresa Dagnanto
Carlene Hamilton

G.L.A. ENTERPRISES OF MARGATE, INC.
By: Vito J. Demarco PRESIDENT
Attest: Vincent Demarco
Vincent Demarco SECRETARY

(Corporate Seal)

STATE OF FLORIDA AND COUNTY OF BROWARD

I HEREBY CERTIFY that before me, personally appeared VITO J DEMARCO + VINCENT DEMARCO respectively, President and SECRETARY ~~Secretary~~ of G.L.A. ENTERPRISES OF MARGATE, INC. a Corporation organized under the Laws of the State of FLORIDA to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in said County and State this 8 day of Dec 1977.

My commission expires:

Theresa Dagnanto
Notary Public, State of Florida at Large

FORM 1729A REV. 2/71

REC. 7352 PAGE 940

Order: 12137711 Page 1 of 1 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:7352-00940

#6188

WARRANTY DEED.

THIS INDENTURE, made this 4th day of March, A. D. 1918, between Fred S. Shippey Executor of the Last Will and Testament of Sarah V. Shippey, of the County of Broward, in the State of Florida, party of the first part, and S. W. Bollinger, of the County of Allegheny, in the State of Pennsylvania, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to him in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate, lying and being in the County of Broward, and State of Florida, towit:

Beginning twenty feet north of the Southeast corner of Lot fifty-three (53) Valentine's Subdivision of Section Nine (9), Township fifty (50) South, Range forty two (42) East, and running thence West two hundred and twenty (220) feet, thence North six hundred and eighty seven (687) feet plus to the South Fork of New River, thence easterly along said river two hundred and thirty five (235) feet plus to the section line between Sections Nine (9) and ten (10) thence South on said section line five hundred and fifty-seven (557) feet plus to the point of beginning, being Lot three (3) of Frank Strawhahn's subdivision of Lot fifty three of Valentine's subdivision, being three and 14/100 acres, more or less. Also beginning at the northeast corner of lot One (1) of Frank Strawhahn's subdivision of Block fifty three (53), Section Nine (9), Township fifty (50) South, Range forty two (42) East, thence running South along the East line of said Lot One (1), Two hundred and twenty (220) feet to a twenty foot alley, extending East and West and lying adjacent to the land herein described upon the North side thereof, running thence West along the North side of said alley two Hundred (200) feet, running thence North two hundred and forty eight (248) feet to the South fork of New River, running thence Eastwardly along the South bank of said river to the point of beginning, being in the North-east corner of Lot One (1) of Frank Strawhahn's subdivision of Lot fifty three (53) of Valentine's subdivision, containing One and 1/10 acres, more or less.

All of said lands situate, lying and being in Fort Lauderdale, Broward County, Florida, and being shown on the plat of Frank Strawhahn's subdivision of Lot fifty three (53) of Valentine's subdivision as recorded in Plat Book Number One at page eighty two of the public records of Dade County, Florida.

Together with all riparian rights possessed by the party of the first part.

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

IN WITNESS WHEREOF The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of us:
C. C. Ausherman
W. G. Austin

Fred S. Shippey (Seal)
Executor of the last will and testament
of Sarah V. Shippey

STATE OF FLORIDA :
COUNTY OF BROWARD :

I HEREBY CERTIFY That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments Fred S. Shippey, executor of the last will and testament of Sarah V. Shippey, to me well known to be the person described in and who executed the foregoing deed, and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Lauderdale, County of Broward, and State of Florida, this 4th day of March, A. D. 1918.

C. C. Ausherman
Notary Public, State of Florida.
My commission expires - April 7, 1920.

(L. P. Seal)
(Revenue Stamps Cancelled)

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument was filed for record 15th day of Sept. 1919, and recorded in Book 40 of Deeds on page 74. RECORD VERIFIED.

Frank C. Bryant
Clerk Circuit Court.

By _____
Deputy Clerk.

#6190

BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT
OF THE STATE OF FLORIDA.

Deed No. 590.

WHEREAS, In pursuance of a tax sale made under authority of Chapters 6486 and 6957, Laws of Florida, on the 1-4 day of June- October, A. D. 1914-1916, in Palm Beach Dade County, State of Florida, the Board of Commissioners of Everglades Drainage District did acquire title to the lands hereinafter described; and

WHEREAS, It has been made to appear to said Board thatsaid lands before said sale were the property of The Western Trading Company, a Foreign Corporation, and that the

failure by it to pay the drainage tax for which such sale was made was due to inadvertence and mistake of the land owner; and

WHEREAS, after notice duly given of the Board's intention to make such sale, as required by Chapters 6456 and 6957, Laws of Florida, one said former owner has made a bid for said land of a sum sufficient to pay all the drainage taxes due thereon, together with interest and all costs of said tax sale, and other costs and charges accruing upon this sale, and the said bid being the highest and best bid received therefor; therefore

KNOW ALL MEN BY THESE PRESENTS, That the Undersigned members of the Board of Commissioners of Everglades Drainage District of the State of Florida, in compliance with the provisions of said Chapters 6456 and 6957, Laws of Florida, approved June 6, 1913, for and in consideration of the sum of Thirteen Thousand and Four Hundred and thirty nine and 50/100 Dollars, to them in hand paid by The Western Trading Company, a Foreign Corporation, of ElPaso County, State of Colorado, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the said The Western Trading Company, a Foreign Corporation, its heirs and assigns, the following described lands, situate, lying and being in the County of Broward, State of Florida, to-wit:

All of Sections One (1), twelve (12), thirteen (13), twenty three (23), twenty four (24), Twenty five (25), Twenty six (26), thirty five (35) and thirty six in Township Forty eight (48) South of Range Forty one (41) East; all Sections One (1), Two (2) Three (3), Four (4), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15) in Township Forty nine (49) South of Range Forty one (41) East.

Containing sixteen thousand one six hundred and forty (16,640) acres, more or less.

TO HAVE AND TO HOLD the above granted and described premises unto the said The Western Trading Company, a Foreign Corporation and its heirs and assigns forever.

SAVING AND RESERVING, Unto the said, the Board of Commissioners of Everglades Drainage District, of the State of Florida, and its successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes and other works as may in the judgment of the said Board, or its successors, be necessary and needful for the drainage or reclamation of any of the lands granted to the State of Florida, by act of Congress, approved September 28, 1850, and to take from the said lands hereby conveyed and to use such gravel, stone or earth as may, in the judgment of the said Board, or its successors, be necessary to use in the making and construction of said canals, cuts, sluice-ways, dikes and other works upon said lands for the purposes aforesaid.

AND FURTHER SAVING AND RESERVING, Unto the said, the Board of Commissioners of Everglades Drainage District of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred and thirty feet on each side of the center line of any canal, cut, sluice-way or dike that may be made and constructed on said land by the said Board of Commissioners of Everglades Drainage District of the State of Florida, or its successors, for the purpose aforesaid and the exclusive right to take, use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel lying in or upon said strip of land.

IN TESTIMONY WHEREOF, The members of said Board have hereunto subscribed their names and affixed their seals, and have caused the seal of the BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT OF THE STATE OF FLORIDA TO BE hereunto affixed, and attested by the Secretary of the Board at the Capitol, in the City of Tallahassee, on this the 12 day of August, A. D. Nineteen Hundred and Nineteen.

Sidney J. Catts (L.S.)
Governor.
Ernest Amos (L.S.)
Comptroller.
J. C. Luning (L.S.)
Treasurer.
Van C. Swearingen (L.S.)
Attorney General.
W. A. McRae (L.S.)
Commissioner of Agriculture.

(Seal of Board of Commissioners of Everglades Drainage District)

Attest:
J. Stuart Lewis
Secretary.

STATE OF FLORIDA :
COUNTY OF BROWARD :

This instrument was filed for record 18th day of Sept, 1919, and recorded in Book 10 of Deeds on page 741. RECORD VERIFIED.

Frank A. Bryan
Clerk Circuit Court.

By _____
Deputy Clerk.

#8191

MASTER'S DEED:

THIS INDENTURE, Made this 18th day of August, A. D., 1919, between Maxwell Baxter, Special Master in Chancery, of the first part, and Agnes W. Cain, Randolph Bolles and J. L. Holmberg, as Trustees of the estate of Richard J. Bolles, deceased of the second part;

Whereas, the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Broward County, in Chancery, on the 30th day of June, A. D., 1919, amongother things ordered, adjudged and decreed in a certain cause then pending in said Court, between Agnes

INSTR # 101098589
OR BK 31710 PG 1653
RECORDED 06/13/2001 08:36 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2015

Prepared By & Return To:
VICTOR L. STOSIK, ESQ.
701 Brickell Avenue
Suite 1400
Miami, FL 33131-2822

AMENDMENT TO CROSS PARKING AGREEMENT

THIS AMENDMENT TO CROSS PARKING AGREEMENT ("Amendment"), made this 6th day of JUNE, 2001, by PAN THOMAS COURTELIS, as Trustee of the Investment Trust created under the Alec P. Courtelis Declaration of Trust, dated April 8, 1994, and DONALD L. SMITH, JR. (hereinafter referred to as "Courtelis"), whose principal office address is 701 Brickell Avenue, Suite 1400, Miami, Florida 33131-2822, and Boston Market Corporation, a Delaware corporation, formerly known as Golden Restaurant Operations, Inc., a Delaware corporation (hereinafter referred to as "Boston Market"), whose principal office address is 14103 Denver West Parkway, Golden, Colorado 80401.

WITNESSETH:

WHEREAS, Alec P. Courtelis and Donald L. Smith, Jr., and G.L.A. Enterprises of Margate entered into that certain Cross Parking Agreement, dated July 20, 1977, and recorded September 30, 1977, under Clerk's File No. 77-219531, in Official Records Book 7226, at Page 316, Broward County Public Records (hereinafter referred to as the "Agreement"); and

WHEREAS, Pan Thomas Courtelis, as Trustee, has now succeeded to the interest of Alec P. Courtelis; and

WHEREAS, Boston Market has now succeeded to the interest of G.L.A. Enterprises of Margate; and

WHEREAS, at the time of the execution of said Agreement, Courtelis had only constructed Phase 1 of the shopping center referred to in the Agreement and now has completed all three (3) phases of said shopping center; and

WHEREAS, Courtelis desires to amend the Agreement relative to the parking easement set forth in said Agreement as a result of the completion of all phases of said shopping center.

NOW, THEREFORE, Courtelis and Boston Market hereby amend the Agreement as follows:

1. The legal description for Tract 1 set forth in the Agreement is hereby deleted in its entirety, and the legal description set forth on Exhibit "A", attached hereto and by this reference made a part hereof, is hereby substituted in its place and stead.

2. Paragraph 3 of the Agreement is hereby deleted in its entirety, and the following is substituted in its place and stead, to wit:

   "3. The owners of Tract 1 and Tract 2 shall construct upon their respective tracts a parking area providing for not less than the greater of 4.4 parking spaces for each 1,000 square feet of gross rentable area constructed on said tracts, or the minimum number of parking spaces required by applicable law."

(C:\My Documents\Broward\BA-BOSTON-AMEND CROSS PARKING AGR.doc)

6

3. It its hereby recognized and acknowledged that the parking area currently in existence on Tract 2 on the date hereof satisfies this requirement and no construction shall be required by Boston Market or the owner of Tract 2. Additionally, any and all construction on Tract 1 shall be at the sole cost and expense of the owner of said tract and shall not interfere with the business operations or with pedestrian or vehicular ingress or egress to or from Tract 2.

4. Except as modified or amended by this Amendment, the Agreement shall continue and remain in full force and effect and is hereby ratified and confirmed.

5. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first hereinabove set forth.

WITNESSES:

Name: Charles F Rogers

Name: **Victor L. Stosik**

Name: Janet McMillan

Name: Eileen Arbulu

Name: CHRIS A. LASKY

Name: MELISSA D. MILLER

PAN THOMAS COURTELIS, not individually, but only as Trustee of the Investment Trust created under the Alec P. Courtelis Declaration of Trust, dated April 8, 1994

DONALD L. SMITH, JR.

BOSTON MARKET CORPORATION, a Delaware corporation

By:
Brian Darby
Vice President of Real Estate

(C:\My Documents\Broward\BA-BOSTON-AMEND CROSS PARKING AGR.doc)

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 22nd day of May, 2001, by Pan Thomas Courtelis, as Trustee of the Investment Trust created under the Alec P. Courtelis Declaration of Trust, dated April 8, 1994, on behalf of the Trust. He is personally known to me.

Name:
Notary Public, State of Florida

My Commission Expires:

OFFICIAL NOTARY SEAL
VICTOR L STOSIK
COMMISSION NUMBER
CC707824
MY COMMISSION EXPIRES
FEB. 3,2002

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 29th day of May, 2001, by Donald L. Smith, Jr. He is personally known to me.

Name:
Notary Public, State of Florida

My Commission Expires:

OFFICIAL NOTARY SEAL
VICTOR L STOSIK
COMMISSION NUMBER
CC707824
MY COMMISSION EXPIRES
FEB. 3,2002

STATE OF COLORADO)
) SS:
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 6 day of June, 2001, by Brian Darby, as VP of Real Estate, of Boston Market Corp., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
TAMMALA WOMACK
STATE OF COLORADO

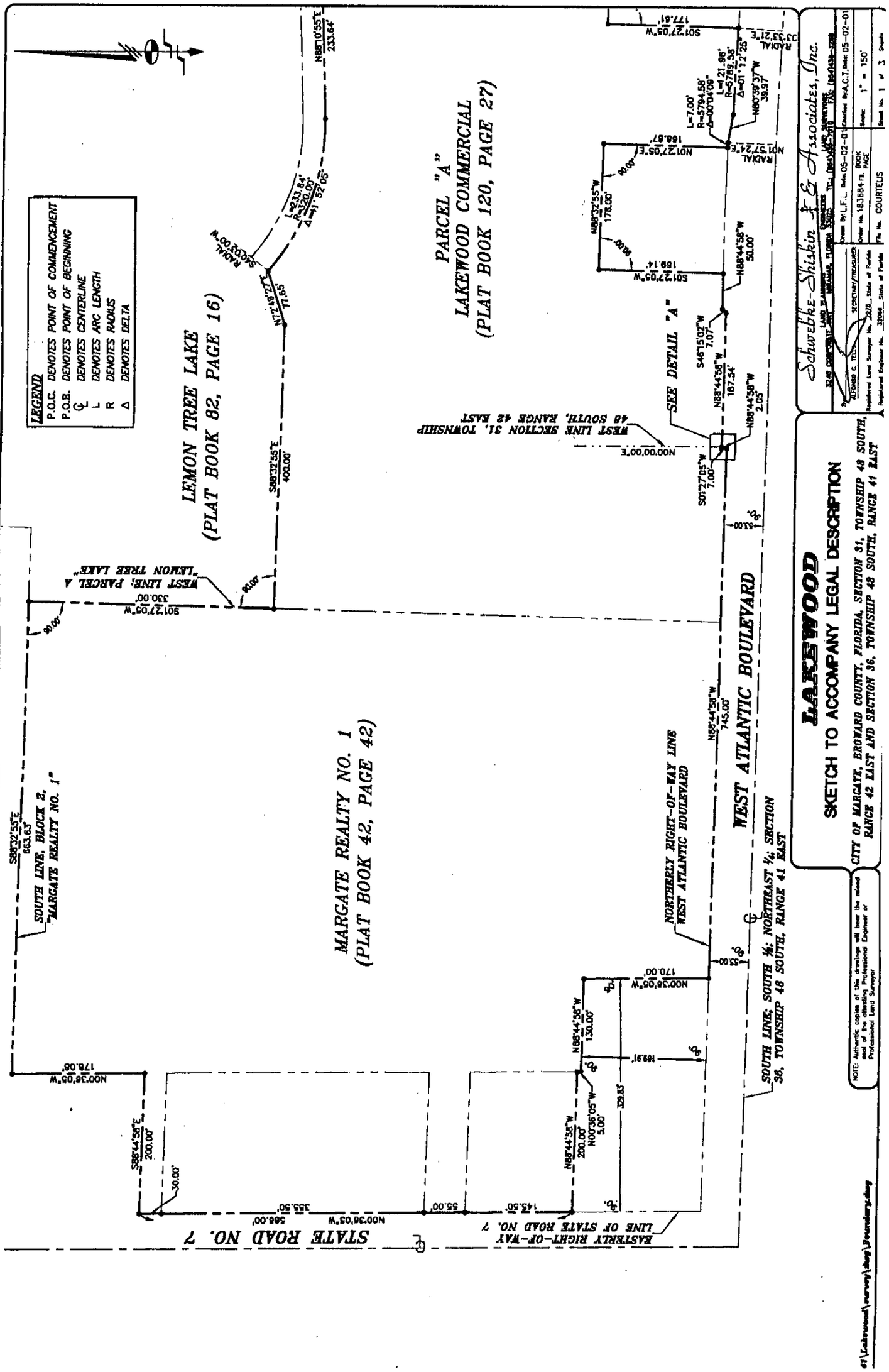
Name: Tammala Womack
Notary Public, State of ~~Florida~~ Colorado

My Commission Expires

My Commission Expires April 16, 2003

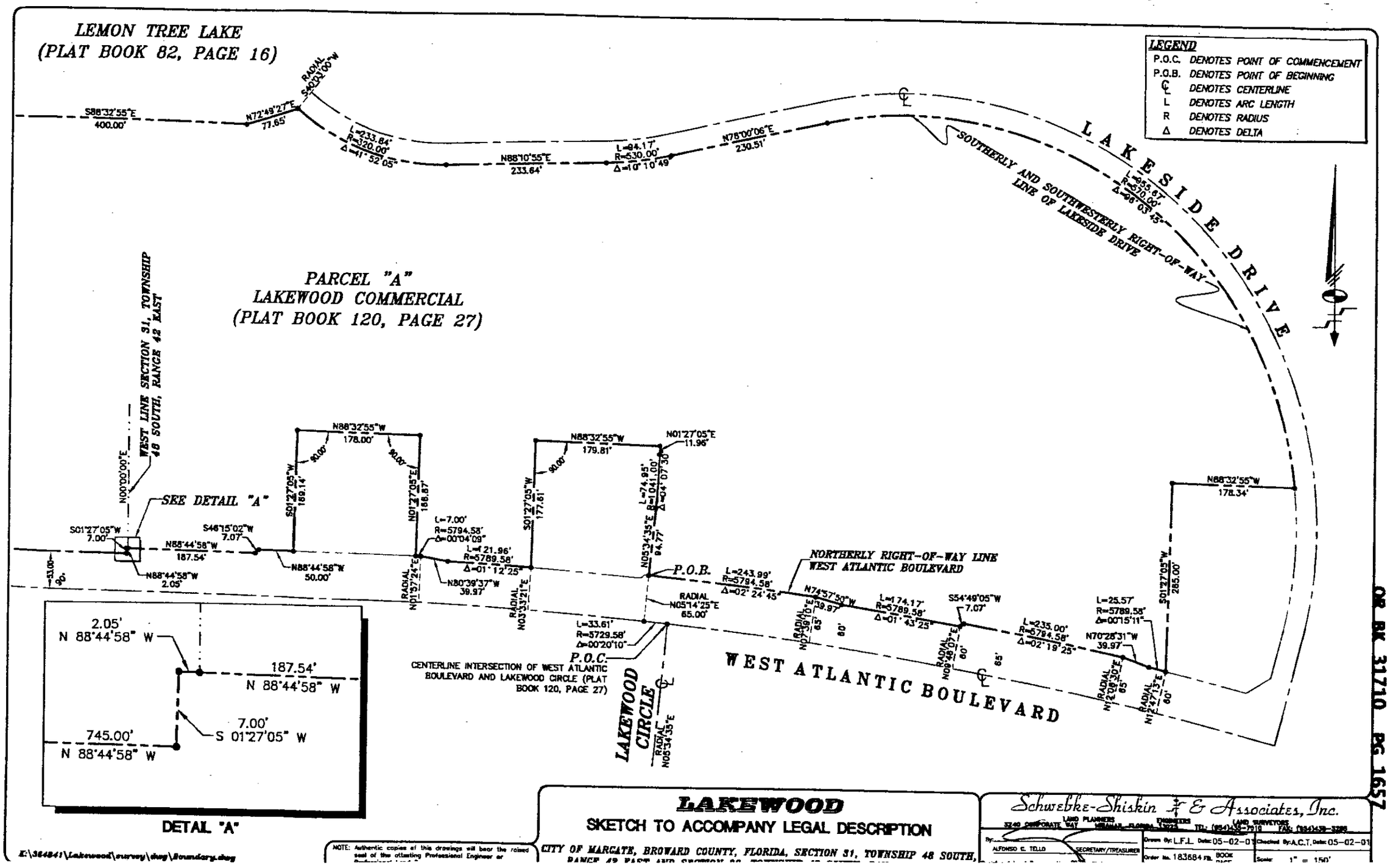
(C:\My Documents\Broward\BA-BOSTON-AMEND CROSS PARKING AGR.doc)

Order: 12137711 Page 3 of 6 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:31710-01653


LAKEWOOD
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
CITY OF MARGATE, BROWARD COUNTY, FLORIDA, SECTION 31, TOWNSHIP 48 SOUTH, RANGE 42 EAST AND SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST
Schwebke-Shiskin & Associates, Inc.
LAND SURVEYORS
LAND PLANNERS
3240 CORAL RIDGE DRIVE, CORAL SPRINGS, FLORIDA 33065
TEL. (954) 752-6115 FAX: (954) 752-1101
Drawn By: L.F.L. Date: 05-02-01
Checked By: A.C.T. Date: 05-02-01
Order No. 183684-FL BOOK PAGE
Scale: 1" = 150'
File No. COURTELIS
Sheet No. 1 of 3 Sheets
ALFONSO C. TELLIS SECRETARY/TREASURER
Registered Land Surveyor No. 2428 State of Florida
Registered Engineer No. 32066 State of Florida
NOTE: Authentic copies of this drawings will bear the raised seal of the attesting Professional Engineer or Professional Land Surveyor
LEGEND
P.O.C. DENOTES POINT OF COMMENCEMENT
P.O.B. DENOTES POINT OF BEGINNING
℄ DENOTES CENTERLINE
L DENOTES ARC LENGTH
R DENOTES RADIUS
Δ DENOTES DELTA
PARCEL "A"
LAKEWOOD COMMERCIAL
(PLAT BOOK 120, PAGE 27)
LEMON TREE LAKE
(PLAT BOOK 82, PAGE 16)
MARGATE REALITY NO. 1
(PLAT BOOK 42, PAGE 42)
WEST ATLANTIC BOULEVARD
SEE DETAIL "A"
WEST LINE SECTION 31, TOWNSHIP 48 SOUTH, RANGE 42 EAST
WEST LINE; PARCEL A "LEMON TREE LAKE"
SOUTH LINE, BLOCK 2, "MARGATE REALITY NO. 1"
NORTHERLY RIGHT-OF-WAY LINE WEST ATLANTIC BOULEVARD
SOUTH LINE; SOUTH ½; NORTHEAST ¼; SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST
EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 7
STATE ROAD NO. 7
S88°32'55"E 863.63'
N00°36'05"W 178.06'
S88°44'58"E 200.00'
30.00'
N00°36'05"W 566.00'
355.50'
55.00'
145.50'
N88°44'58"W 200.00'
N00°36'05"W 5.00'
N88°44'58"W 130.00'
N00°36'05"W 170.00'
N88°44'58"W 745.00'
N88°44'58"W 50.00'
N88°44'58"W 187.54'
N88°44'58"W 2.05'
S46°15'02"W 7.07'
S01°27'05"W 7.00'
N00°00'00"E
S01°27'05"W 330.00'
S88°32'55"E 400.00'
N88°10'55"E 233.64'
S01°27'05"W 177.61'
N01°27'05"E 166.87'
S01°27'05"W 166.14'
N88°32'55"W 178.00'
N80°39'37"W 39.97'
L=7.00' R=5794.58' Δ=0°04'09"
L=121.96' R=5792.58' Δ=01°12'25"
L=233.84' R=320.00' Δ=41°52'05"
S40°03'00"W
N41°18'27"E 71.85'
90.00'
RADIAL

Order: 12137711
Doc: FLBROW:31710-01653

Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM



OR BK 31710 PG 1657

LEGAL DESCRIPTION:

A portion of "MARGATE REALTY NO. 1", according to the plat thereof, as recorded in Plat Book 42, at Page 42, TOGETHER WITH: a portion of Tract "A", "LAKEWOOD COMMERCIAL", according to the plat thereof, as recorded in Plat Book 120, at Page 27, both of the Public Records of Broward County, Florida, all being more particularly described as follows:

Commence at the centerline intersection of LAKEWOOD CIRCLE and WEST ATLANTIC BOULEVARD, both as shown on said plat of "LAKEWOOD COMMERCIAL", (said Point of Commencement being on a circular curve and bearing North 05 degrees 34 minutes 35 seconds East from the radius point of the next described curve); thence Northwesterly, along said circular curve to the left, having a radius of 5729.58 feet and a central angle of 00 degrees 20 minutes 10 seconds for an arc distance of 33.61 feet (last mentioned course being coincident with portion of the centerline of said WEST ATLANTIC BOULEVARD); thence North 05 degrees 14 minutes 25 seconds East, radial to the last described curve, for 65.00 feet to the Point of Beginning of the following described parcel of land: thence North 05 degrees 34 minutes 35 seconds East for 94.77 feet to a Point of Curvature; thence Northeasterly, along a circular curve to the left, having a radius of 1041.00 feet and a central angle of 04 degrees 07 minutes 30 seconds for an arc distance of 74.95 feet to a Point of Tangency; thence North 01 degrees 27 minutes 05 seconds East, for 11.96 feet; thence North 88 degrees 32 minutes 55 seconds West, at right angles to the last and next mentioned courses, for 179.81 feet; thence South 01 degrees 27 minutes 05 seconds West, for 177.61 feet to a point on a curve; said point bears North 03 degrees 33 minutes 21 seconds East from the radius point of the next described curve; thence Northwesterly, along said circular curve to the left, having a radius of 5789.58 feet and a central angle of 01 degrees 12 minutes 25 seconds for an arc distance of 121.96 feet to a point on said curve; thence North 80 degrees 39 minutes 37 seconds West for 39.97 feet to a point on a curve, said point bears North 01 degrees 57 minutes 24 seconds East from the radius point of the next described curve; thence Northwesterly, along said circular curve to the left, having a radius of 5794.58 feet and a central angle of 00 degrees 04 minutes 09 seconds, for an arc distance of 7.00 feet to a point on said curve (last mentioned three courses being coincident with the Northerly Right-of-Way line of said WEST ATLANTIC BOULEVARD); thence North 01 degrees 27 minutes 05 seconds East for 168.87 feet; thence North 88 degrees 32 minutes 55 seconds West, at right angles to the last and next mentioned courses, for 178.00 feet; thence South 01 degrees 27 minutes 05 seconds West for 169.14 feet; thence North 88 degrees 44 minutes 58 seconds West for 50.00 feet; thence South 46 degrees 15 minutes 02 seconds West for 7.07 feet; thence North 88 degrees 44 minutes 58 seconds West for 187.54 feet to a Point of Intersection with the West line of Section 31, Township 48 South, Range 42 East; thence continue North 88 degrees 44 minutes 58 seconds West, along the last mentioned course, for 2.05 feet; (last mentioned four courses being coincident with the Northerly Right-of-Way line of said WEST ATLANTIC BOULEVARD); thence South 01 degrees 27 minutes 05 seconds West for 7.00 feet; thence North 88 degrees 44 minutes 58 seconds West, along a line parallel with and 53.00 feet North of, as measured at right angles to, the South line of the South 1/2 of the Northeast 1/4 of Section 36, Township 48 South, Range 41 East, also being coincident in part with the Northerly Right-of-Way line of said WEST ATLANTIC BOULEVARD, for 745.00 feet; thence North 00 degrees 36 minutes 05 seconds West, along a line parallel with and 329.83 feet East of, as measured at right angles to, the Easterly Right-of-Way line of STATE ROAD NO. 7, for 170.00 feet; thence North 88 degrees 44 minutes 58 seconds West, along a line parallel with and 169.91 feet North of, as measured at right angles to, the Northerly Right-of-Way line of said WEST ATLANTIC BOULEVARD, for 130.00 feet; thence North 00 degrees 36 minutes 05 seconds West for 5.00 feet; thence North 88 degrees 44 minutes 58 seconds West for 200.00 feet; thence North 00 degrees 36 minutes 05 seconds West, along the Easterly Right-of-Way line of said STATE ROAD NO. 7, for 586.00 feet; thence South 88 degrees 44 minutes 58 seconds East, for 200.00 feet; thence North 00 degrees 36 minutes 05 seconds West, for 178.08 feet; thence South 88 degrees 32 minutes 55 seconds East, along the South line of Block 2 of the aforementioned plat of "MARGATE REALTY NO. 1", for 663.63 feet; thence South 01 degrees 27 minutes 05 seconds West, at right angles to the last and next described courses, for 330.00 feet, (last mentioned course being coincident with the Westerly Boundary line of Parcel "A", "LEMON TREE LAKE", according to the plat thereof, as recorded in Plat Book 82 at Page 16, of the Public Records of Broward County, Florida); thence South 88 degrees 32 minutes 55 seconds East for 400.00 feet; thence North 72 degrees 49 minutes 27 seconds East for 77.65 feet to a point on a curve, said point bears South 40 degrees 03 minutes 00 seconds West, from the radius point of the next described curve, (last mentioned two courses being coincident with the common Boundary lines of said plats of "LEMON TREE LAKE" and "LAKEWOOD COMMERCIAL"); thence Southeasterly, Easterly and Northeasterly, along a circular curve to the left, having a radius of 320.00 feet and a central angle of 41 degrees 52 minutes 05 seconds for an arc distance of 233.84 feet to a Point of Tangency; thence North 88 degrees 10 minutes 55 seconds East for 233.64 feet to a Point of Curvature; thence Northeasterly, along a circular curve to the left, having a radius of 530.00 feet and a central angle of 10 degrees 10 minutes 49 seconds for an arc distance of 94.17 feet to a Point of Tangency; thence North 78 degrees 00 minutes 06 seconds East for 230.51 feet to a Point of Curvature; thence Northeasterly, Easterly and Southeasterly, along a circular curve to the right, having a radius of 570.00 feet and a central angle of 96 degrees 03 minutes 45 seconds for an arc distance of 955.67 feet; (last mentioned five courses being coincident with a portion of the Southerly and Southwesterly Right-of-Way line of LAKESIDE DRIVE, as shown on the said plat of "LAKEWOOD COMMERCIAL"); thence North 88 degrees 32 minutes 55 seconds West for 178.34 feet, thence South 01 degrees 27 minutes 05 seconds West for 265.00 feet to a point on a curve, said point bears North 12 degrees 47 minutes 13 seconds East from the radius point of said curve; thence Northwesterly, along said circular curve to the left, being 60.00 feet Northerly of and concentric with said centerline of WEST ATLANTIC BOULEVARD, having a radius of 5789.58 feet and a central angle of 00 degrees 15 minutes 11 seconds for an arc distance of 25.57 feet to a point on said curve; thence North 70 degrees 28 minutes 31 seconds West for 39.97 feet to a point on a curve; said point bears North 12 degrees 08 minutes 30 seconds East from the radius point of said curve; thence Northwesterly, along a circular curve to the left, being 65.00 feet Northerly of and concentric with said centerline of WEST ATLANTIC BOULEVARD, having a radius of 5794.58 feet and a central angle of 02 degrees 19 minutes 25 seconds for an arc distance of 235.00 feet to a point on said curve; thence South 54 degrees 49 minutes 05 seconds West for 7.07 feet to a point on a curve; said point bears North 09 degrees 46 minutes 07 seconds East from the radius point of the next described curve; thence Northwesterly, along a circular curve to the left, being 60.00 feet Northerly of and concentric with the said centerline of WEST ATLANTIC BOULEVARD, having a radius of 5789.58 feet and a central angle of 01 degrees 43 minutes 25 seconds for an arc distance of 174.17 feet; thence North 74 degrees 57 minutes 50 seconds West for 39.97 feet to a point on a curve; said point bears North 07 degrees 39 minutes 10 seconds East from the radius point of the next described curve; thence Northwesterly, along said circular curve to the left, having a radius of 5794.58 feet and a central angle of 02 degrees 24 minutes 45 seconds for an arc distance of 243.99 feet to the Point of Beginning (last mentioned seven courses being coincident with a portion of the Northerly Right-of-Way line of said WEST ATLANTIC BOULEVARD). All lying and being in Section 36, Township 48 South, Range 41 East and Section 31, Township 48 South, Range 42 East, City of Margate, Broward County, Florida.

NOTES:

1) The bearings as shown hereon are based on an assumed bearing of North 88 degrees 44 minutes 58 seconds West along the South line of the South ½ of the Northwest ¼ of Section 36, Township 48 South, Range 41 East as shown on the said plat of "LAKEWOOD COMMERCIAL".

2) Ordered BY: The Courtelis Company

E:\384841\Lakewood\survey\dwg\Boundary.dwg

NOTE: Authentic copies of this drawings will bear the raised seal of the attesting Professional Engineer or Professional Land Surveyor

LAKEWOOD

LEGAL DESCRIPTION

CITY OF MARGATE, BROWARD COUNTY, FLORIDA, SECTION 31, TOWNSHIP 48 SOUTH, RANGE 42 EAST AND SECTION 36, TOWNSHIP 48 SOUTH, RANGE 41 EAST

Schwebke-Shiskin & Associates, Inc.
ENGINEERS · LAND PLANNERS · LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025

By: ALFONSO C. TELLO, SECRETARY/TREASURER
Registered Land Surveyor No. 2878 State of Florida
Registered Engineer No. 32098 State of Florida

Drawn By: L.F.L. Date: 05-02-01	Checked By: A.C.T. Date: 05-02-01
Order No. 183684 FB. BOOK PAGE	Scale: N.T.S.
File No. COURTELIS	Sheet No. 3 of 3 Sheets

77-219531 CROSS PARKING AGREEMENT

This AGREEMENT made this 20th day of July, 1977, by ALEC P. COURTELIS and DONALD L. SMITH, JR., (hereinafter referred to as "COURTELIS") whose principal office address is 1101 Brickell Avenue, Miami, Florida 33131 and G.L.A. Enterprises of Margate (hereinafter referred to as "GLA") whose principal office address is

77 SEP 30 PM 4:54

W I T N E S S E T H :

WHEREAS, "COURTELIS" is the owner of land situate in Broward County, Florida, and more particularly described as follows:

TRACT 1

A portion of Section 36, Township 48 South, Range 41 East and a portion of Section 31, Township 48 South, Range 42 East, being more particularly described as follows:

From the East 1/4 corner of said Section 36 run North along the East line of said Section 36 for 53.01 feet to the Point of Beginning of the following described parcel of land; thence run North 88 degrees 44 minutes 58 seconds West along the proposed Northerly Right-of-Way line of West Atlantic Boulevard for 747.23 feet (said last course being 53.00 feet North of and parallel with the South line of South 1/2 of the Northeast 1/4 of said Section 36); thence run North 0 degrees 36 minutes 05 seconds West along a line parallel to the Easterly Right-of-Way line of State Road No. 7, for 170.00 feet; thence run North 88 degrees 44 minutes 58 seconds West along a line parallel to the Northerly Right-of-Way line of West Atlantic Boulevard for 130.00 feet; thence run North 0 degrees 36 minutes 05 seconds West for 150.50 feet; thence run North 88 degrees 44 minutes 58 seconds West for 200.00 feet to a point on the Easterly Right-of-Way line of State Road No. 7; thence run North 0 degrees 36 minutes 05 seconds West along the Easterly Right-of-Way line of State Road No. 7 for 55.00 feet; thence run South 88 degrees 44 minutes 58 seconds East for 200.00 feet; thence run North 0 degrees 36 minutes 05 seconds West for 355.50 feet; thence run North 88 degrees 44 minutes 58 seconds West for 200.00 feet to a point on the Easterly Right-of-Way line of State Road No. 7; thence run North 0 degrees 36 minutes 05 seconds West along the Easterly Right-of-Way line of State Road No. 7 for 30.00 feet; thence run South 88 degrees 44 minutes 58 seconds East for 200.00 feet; thence run North 0 degrees 36 minutes 05 seconds West for 178.08 feet to a point on the South line of Block 2, "MARGATE REALTY NO. 1", according to the Plat thereof, as recorded in Plat Book 42 at Page 42 of the Public Records of Broward County, Florida; thence run South 88 degrees 32 minutes 55 seconds East along the South line of said Block 2 for 650.00 feet; thence run South 1 degree 27 minutes 05 seconds West at right angles to the last described course for 334.81 feet; thence run South 88 degrees 32 minutes 55 seconds East for 307.86 feet; thence run South 1 degree 27 minutes 05 seconds West for 325.50 feet; thence run North 88 degrees

OFF. REC. 7226 PAGE 316

32 minutes 55 seconds West for 20.00 feet; thence run South 1 degree 27 minutes 05 seconds West for 275.00 feet to a point on the aforedescribed Northerly Right-of-Way line of West Atlantic Boulevard; thence run North 88 degrees 44 minutes 58 seconds West along the Northerly Right-of-Way line of West Atlantic Boulevard for 27.00 feet to the Point of Beginning, all lying and being in the City of Margate, Broward County, Florida,

and

WHEREAS, "GLA" is the owner of land situate in Broward County, Florida, and more particularly described as follows:

TRACT 2

A portion of Section 36, Township 48 South, Range 41 East being a portion of the Shopping Center Tract as shown on the plat of "MARGATE REALTY NO. 1", as recorded in Plat Book 42 at Page 42 of the Public Records of Broward County, Florida, being more particularly described as follows:

From the East 1/4 corner of said Section 36 run North 88 degrees 44 minutes 58 seconds West, along the South line of the South 1/2 of the Northeast 1/4 of said Section 36 for 746.68 feet; thence run North 0 degrees 36 minutes 05 seconds West for 53.03 feet to the Point of Beginning of the following described parcel; thence continue North 0 degrees 36 minutes 05 seconds West, along the last described course for 170.00 feet; thence run North 88 degrees 44 minutes 58 seconds West for 130.00 feet; thence run North 0 degrees 36 minutes 05 seconds West for 5.00 feet; thence run North 88 degrees 44 minutes 58 seconds West for 25.00 feet; thence run South 0 degrees 36 minutes 05 seconds East for 175.00 feet; thence run South 88 degrees 44 minutes 58 seconds East along the Northerly Right-of-Way line of West Atlantic Boulevard for 155.00 feet to the Point of Beginning, all lying and being in the City of Margate, Broward County, Florida.

and

WHEREAS, "COURTELIS" has constructed a shopping center on Tract 1 and desires to grant and establish reciprocal easements for ingress and egress and for parking with respect to Tract 1 and Tract 2.

NOW, THEREFORE, "COURTELIS" and "GLA" as owners of Tract 1 and Tract 2, for themselves and their successors and assigns, declare as follows:

1. That the Owners, their customers, invitees, tenants and tenant's customers and invitees of Tract 1 and Tract 2 shall be entitled to use the parking areas from time to time provided in Tract 1 and Tract 2 for parking purposes and for the purpose of ingress and egress and that the parking areas upon Tract 1 and Tract 2 shall be so constructed so as to have contiguous, no barrier parking except as necessary for the orderly flow of vehicular traffic.

OFF REC. 7226 PAGE 317

Order: 12137711 Page 2 of 4 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:7226-00316

(continued)

2. The easement, license, right and privilege granted hereby shall be solely for the benefit of and restricted solely to the owners of Tract 1 and Tract 2 but any owner may grant the benefit of said easement, license, right or privilege to the tenant of said owner now or hereafter occupying the parcel owned by such owner for the duration of said tenancy.

3. The owners of Tract 1 and Tract 2 shall construct upon their respective tracts a parking area providing for a minimum of 5.5 parking spaces for each 1,000 square feet of gross rentable area constructed on said tracts.

4. Not more than thirty percent (30%) of the land area of Tract 2 shall be used for the construction of buildings. The owner of Tract 2 shall not utilize more than fifty percent (50%) of the frontage of Tract 2 on West Atlantic Boulevard for the construction of buildings.

5. This instrument is not intended nor shall it be construed as granting any rights in or for the benefit of the general public and nothing in this instrument shall prohibit any owner of a Tract which is subject to this Declaration from providing for a maintenance charge in leases to the tenants of said owner for the use and maintenance of the parking areas.

6. This Agreement may be modified or terminated only by the written agreement of the owners of Tract 1 and Tract 2; however, in the event both Tract 1 and Tract 2 are owned by one owner, such owner may terminate this Agreement or modify it in any manner by filing of record an amended Declaration.

OFF REC. 7226 PAGE 318

Order: 12137711 Page 3 of 4 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:7226-00316

(continued)

IN WITNESS WHERE, the Parties have hereunto set their hands and seals, the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESS:

ALEC P. COURTELIS

DONALD L. SMITH, JR.

("COURTELIS")

WITNESS:

G.L.A. ENTERPRISES OF MARGATE

President

Secretary

("GLA")

STATE OF FLORIDA)
) S.S.
COUNTY OF DADE)

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized to take oaths and acknowledgements in the State and County aforesaid, personally appeared ALEC P. COURTELIS and DONALD L. SMITH, JR., Partners, to me well known to be the persons described in and who executed the foregoing Declaration, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and offical seal at Miami, said County and State last aforesaid, this 20th day of July A.D., 1977.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA

Notary Public, State of Florida at Large.
My Commission Expires Aug. 15, 1977.

STATE OF FLORIDA)
) S.S.
COUNTY OF DADE)

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized to take oaths and acknowledgements in the State and County aforesaid, personally appeared Vito DiPaco and Vincent DiPaco President and _____ Secretary, respectively of G.L.A. ENTERPRISES OF MARGATE, to me well known to be the persons described in and who executed the foregoing Declaration on behalf of said Corporation, and they acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal at Miami, said County and State last aforesaid, this 20th day of July AD., 1977.

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 9, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

OFF. REC. 7226 PAGE 319

Broward Associates/Broward Associates Phase I
(3.58 ERCs)

88193952

ASSIGNMENT OF DEVELOPER RIGHTS

THIS ASSIGNMENT OF DEVELOPER RIGHTS is made and entered into this 22nd day of March, 1988, by and between the undersigned Transferor and Transferee.

W I T N E S S E T H :

WHEREAS, the undersigned Transferor is the Developer under the terms of a certain Developer Agreement and Addendum to Developer Agreement dated the 20th, April, 1973 by and between itself and the City of Margate, providing for utility service and a reservation of capacity therefor for that certain real property described upon Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the undersigned Transferee has acquired title to the aforedescribed real property; and

WHEREAS, the undersigned Transferor wishes to assign its rights and obligations under the terms of that certain Developer Agreement and Addendum to Developer Agreement described above and a portion of its reserved capacity as provided for thereunder; and

WHEREAS, the undersigned Transferee is desirous of accepting such assignment and assuming the obligations attendant thereto.

NOW, THEREFORE, in consideration of the mutual convenants herein contained and other good and valuable considerations, the parties hereto agree as follows:

1. That that which is set forth above is true and correct and incorporated herein as if fully set forth herein.

2. That the undersigned Transferor does hereby transfer and assign its right, title and interest, duties and responsibilities, as contained in the Developer Agreement and Addendum to Developer Agreement, copies of which are attached hereto and made a part of this document and referred to as Exhibit "B".

3. The undersigned Transferee accepts the aforedescribed assignment and agrees to assume those obligations attendant thereto under the provisions of the aforedescribed Developer Agreement and Addendum to Developer Agreement.

Return to: City of Margate
5790 Margate Blvd.
Margate, Fl. 33063

21.00
+3.00
DL

MAY 17 3 41 PM '88

BK15441PG0512

4. The undersigned Transferee recognizes and acknowledges that in connection with the aforedescribed assignment of reserve capacity, since the Transferor elected the deferred payment alternative provided for under the Developer Agreement and Addendum to Developer Agreement, it is the undersigned Transferee's obligation to provide a letter of credit/certificate of deposit to the City of Margate which shall be assigned to the Florida Coast Bank as security for the undersigned Transferee's assumption of obligations in connection with the aforedescribed reserve capacity.

5. The undersigned Transferor and Transferee each represent to the City that this assignment of capacity is being transferred "at cost" as that term is defined under the provisions of the aforedescribed Developer Agreement and Addendum to Developer Agreement.

6. The undersigned Transferor and Transferee understand and acknowledge that this assignment and transfer of capacity shall only be effective upon the satisfaction of the following items:

A. The City of Margate's consent to the agreement in writing.

B. The Transferee has furnished a letter of credit/certificate of deposit and same has been accepted by the Florida Coast Bank.

IN WITNESS WHEREOF, Transferor has executed this agreement this 22nd day of March, 1988.

BK 15441 PG 0513

Witnesses:

Maureen Trinite

(TRANSFEROR) BROWARD ASSOCIATES

By: W. Douglas Pitts
W. DOUGLAS PITTS, Agent

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared W. DOUGLAS PITTS, to me well known to be the person who executed the foregoing instrument as an agent of BROWARD ASSOCIATES, and he acknowledged before me that he executed the same for the purposes set forth herein.

WITNESS my hand and official seal this 22nd day of March, 1988.

Notary Public State of Florida
My Commission Exp. Aug. 27, 1989

Notary Public

Order: 12137711 Page 2 of 5 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:15441-00512

Witnesses:

Maureen Trente

(TRANSFEREE) BROWARD ASSOCIATES

By: W. Douglas Pitts

W. DOUGLAS PITTS, Agent

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared W. DOUGLAS PITTS, to me well known to be the person who executed the foregoing instrument as an agent of BROWARD ASSOCIATES, and he acknowledged before me that he executed the same for the purposes set forth herein.

WITNESS my hand and official seal this 22nd day of March, 1988.

Notary Public State of Florida
My Commission Exp. Aug. 27, 1989

Gene J. Murphy
Notary Public

BK 15441 PG 0514

Order: 12137711
Doc: FLBROW:15441-00512
Page 3 of 5
Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM

CONSENT TO ASSIGNMENT OF DEVELOPER RIGHTS

The undersigned consent to the foregoing instrument as set forth above and more specifically consent to the assignment and transfer of 3.58 Equivalent Residential Connections of reserve capacity by the aforesaid Transferor to the aforedescribed Transferee and further acknowledges the release of the Transferor as to those obligations attendant to the assigned reserve capacity.

Witness:

Gertrude Levin

Rosa G. Colon

CITY OF MARGATE

BY: _____ Mayor

BY: _____ City Manager

(ATTACH A LEGAL DESCRIPTION, OR TYPE LEGAL DESCRIPTION BELOW)

LEGAL DESCRIPTION: PARCEL NO. 1

A portion of Section 36, Township 48 South, Range 41 East and a portion of Section 31, Township 48 South, Range 42 East, being more particularly described as follows:

From the East 1/4 corner of said Section 36 run North along the East line of said Section 36 for 53.01 feet; thence run North 88 degrees 44 minutes 58 seconds West along the Northerly right-of-way line of West Atlantic Boulevard for 2.23 feet to the Point of Beginning of the following described parcel of land; thence continue North 88 degrees 44 minutes 58 seconds West along the last described course for 745.00 feet (said last described two courses being 53.00 feet North of and parallel with the South line of the South 1/2 of the Northeast 1/4 of said Section 36); thence run North 0 degrees 36 minutes 05 seconds West, along a line parallel to the Easterly right-of-way line of State Road No. 7, for 170.00 feet; thence run North 88 degrees 44 minutes 58 seconds West along a line parallel to the Northerly right-of-way line of West Atlantic Boulevard for 130.00 feet; thence run North 0 degrees 36 minutes 05 seconds West for 150.50 feet; thence run North 88 degrees 44 minutes 58 seconds West for 200.00 feet to a point on the Easterly right-of-way line of State Road No. 7; thence run North 0 degrees 36 minutes 05 seconds West along the Easterly right-of-way line of State Road No. 7, for 55.00 feet; thence run South 88 degrees 44 minutes 58 seconds East for 200.00 feet; thence run North 0 degrees 36 minutes 05 seconds West for 355.50 feet; thence run North 88 degrees 44 minutes 58 seconds West for 200.00 feet, to a point on the Easterly right-of-way line of State Road No. 7; thence run North 0 degrees 36 minutes 05 seconds West along the Easterly right-of-way line of State Road No. 7 for 30.00 feet; thence run South 88 degrees 44 minutes 58 seconds East for 200.00 feet; thence run North 0 degrees 36 minutes 05 seconds West for 178.08 feet to a point on the South line of Block 2, MARGATE REALTY NO. 1, according to the plat thereof as recorded in Plat Book 42 at Page 42 of the Public Records of Broward County, Florida; thence run South 88 degrees 32 minutes 55 seconds East along the South line of said Block 2 for 663.63 feet; thence run South 1 degree 27 minutes 05 seconds West at right angles to the last described course for 384.00 feet; thence run North 88 degrees 32 minutes 55 seconds West for 30.00 feet; thence run South 1 degree 27 minutes 05 seconds West for 190.00 feet; thence run South 88 degrees 32 minutes 55 seconds East for 240.00 feet; thence run South 1 degree 27 minutes 05 seconds West for 90.00 feet; thence run South 88 degrees 32 minutes 55 seconds East for 35.00 feet; thence run South 1 degree 27 minutes 05 seconds West for 271.41 feet to the Point of Beginning, all lying and being in the City of Margate, Broward County, Florida. *This parcel contains 13.634 acres more or less*

MEMO: Legibility of writing, typing or printing unsatisfactory in this document when microfilmed.

BK 15441 PG 515

Order: 12137711 Page 4 of 5 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:15441-00512

EXHIBIT "A"

LEGAL DESCRIPTION

Tract "A" Lakewood Commercial

Plat Book 120, Page 27.

BK 15441 PG 0516

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR

3/11/83

85- 408

ADDENDUM TO DEVELOPER AGREEMENT

THIS ADDENDUM TO DEVELOPER AGREEMENT ("Addendum") is made and entered into this 1st day of November, 1984, by and between BROWARD ASSOCIATES (hereinafter referred to as "Developer") and the CITY OF MARGATE, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "City").

WHEREAS, the Developer, or its predecessor in title, entered into a Developer Agreement with the City, or its predecessor in interest, the Margate Utility Authority, Inc., or one of its predecessors in interest; and

WHEREAS, the City has the exclusive right to provide water and sewer services within the service area of the Utility Department of the City of Margate, Florida; and

WHEREAS, the City Commission of the City of Margate, Florida, has commissioned a study in order to properly provide for the planning and implementation of the construction of water and sewer services in the service area of the Utility Department of the City of Margate, Florida; and

WHEREAS, the City Commission of the City of Margate, Florida, has determined that the cost of the construction of the expanded water and sewer facilities for the service area of the Utility Department of the City of Margate, Florida, shall not be at the cost of nor subsidized by the rates of the present users in the system; and

WHEREAS, the Florida Supreme Court in Contractors and Builders vs. The City of Dunedin, 329 So. 2d 314 (Fla. 1976), has stated that a municipality need not resort to deficit financing in order to raise capital; and

WHEREAS, the City, or its predecessor in interest, has contracted with the Developer, or its predecessor in title, to provide water and sewer facilities for certain properties which are more properly described in the Developer Agreement between the City and/or its predecessor in interest to which this Addendum shall be attached; and

WHEREAS, the City Commission of the City of Margate, the policy and rate-making body controlling the service area of the Utility Department of the City of Margate, wishes to only construct that water and sewer capacity which is necessary as determined by the developers who have signed a Developer Agreement with the City or its predecessors; and

WHEREAS, the City Commission of the City of Margate, wishes to construct water and sewer facilities in a phase constructed manner at the time that the developers in the Margate service area have need of said water and sewer services with enough time for the City to construct facilities for said water and sewer services with the understanding that the cost of construction of said facilities for expanded water and sewer services shall not be paid for nor supported by a pledge against the rates of the present water and sewer users; and

WHEREAS, the City, by ordinance, has provided for establishment of rates and charges intended to defray the costs of construction of expanded water and sewer facilities in the service area of the Utility Department of the City of Margate; and

JAN 7 10 48 AM '85

REC 12236 PAGE 26

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

69 BK

WHEREAS, the City Commission of the City of Margate wishes at all times to foster the orderly development of land within the City, and to foster the construction of only those water and sewer facilities which are specifically needed and to have the prospective users of the anticipated expanded constructed facilities for water and sewer within the Utility System of the Utility Department of the City of Margate pay the cost of the construction of said facility; and

WHEREAS, the Developer herein wishes to reserve specific capacity for all or a certain portion of the property which is described in the original Developer Agreement with the City of Margate or its predecessors in interest; and

WHEREAS, the Developer wishes to have the City construct that specific capacity which it wishes to reserve with the understanding that the City is at or near capacity for sewer and/or water service presently within the service area; and

WHEREAS, the City recognizes that the Developer herein has acted in reliance upon the representations of the City and the reservation of capacity made by the City to the Developer herein; and

WHEREAS, the Developer has changed his position in reliance upon the representations of the City;

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto and other good and valuable considerations, the parties hereto convenant and agree each with the other as follows:

The above statements are true and correct and are incorporated herein by reference.

A. CONNECTION CHARGES - PREPAYMENTS FOR CAPACITY SPECIFICALLY ALLOCATED HEREIN

The parties recognize that pursuant to the City's Uniform Extension Policy, and the ordinances of the City, the City has established a uniform connection charge to defray the cost of corresponding to and allocable to each equivalent residential connection ("ERC") proposed to be added to the system. The City agrees that for and in consideration of the Developer herein prepaying connection charges in the amounts as set forth elsewhere herein, and in further consideration of the Developer changing its position in reliance upon said reservation of capacity, the City herein and hereby specifically reserves such capacity to the Developer herein as is set forth hereinbelow. As of the date of the Agreement, and for the number of ERC's herein reserved, the connection charges are:

Water ERC	-	$ 450
Sewer ERC	-	$ 800
Total		$ 1,250

The Developer herein agrees to pay said connection charges in accordance with the terms and conditions and at the times set forth herein.

Further, pursuant to the ordinances of the City, the same requires the advance payment of said connection charges if it deems the same to be necessary in conjunction with the construction of utility facilities. The City has advised the Developer herein,

REC 12236 PAGE 27

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 2 of 17 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:12236-00026

and the Developer acknowledges, that the City has deemed that it requires that a portion of the connection charge be prepaid in order that a fund may thereby be created from which the immediate construction of new wastewater treatment plant facilities (and from which said construction the City is herein and hereby allocating the appropriate ERC's to the Developer herein and reserving the said capacity for the Developer herein) and the longer term construction of certain other utility facilities may be accomplished. Accordingly, the Developer shall be obligated to prepay the sum of Nine Hundred Forty Dollars ($940) for each ERC reserved pursuant to the terms of this Addendum.

By these presents, the Developer herein expressly reserves sixty-three (63) ERC's of water and sewer treatment plant capacity for its project, calculated as follows:

Unless the deferred payment alternatives set forth herein are adopted by the Developer concurrently with the signing of this Addendum, the Developer shall pay to the City the sum of $940 x 63 equalling $59,220.00.

The parties further recognize that the sum of Three Hundred Ten Dollars ($310) per ERC reserved will remain to be paid by the Developer to the City in order that the full connection charge be ultimately collected. The Developer agrees to pay the said remaining sum of $310 per ERC as and when the Developer applies for a building permit for a building or buildings, units or residences, and such payment shall be for that number of ERC's corresponding to the improvement proposed to be constructed.

B. DEFERRED PAYMENT ALTERNATIVE

The Developer is hereby advised that the City has entered into a loan agreement with the Florida Coast Bank (hereinafter referred to as the "Bank"), the terms and conditions of which are designed to afford developers participating in the City's Phase I capacity reservation program to obtain the benefits of deferred payment of the portion of the connection charges ($940 per ERC) to which the Developer is obligated to the City. The Developer may elect to issue to the City an Irrevocable Letter of Credit issued by a banking institution approved by the Bank, which said approval shall not be unreasonably withheld. The City agrees to borrow from the Bank a principal sum of money which corresponds to $940 for each ERC reserved, which reservation shall be supported by the promises contained in this Addendum and by the letter of credit guaranteeing payment therefor.

The Developer's letter of credit may be for a term not to exceed five (5) years and may contain a schedule of partial payments to be made on any anniversary date during said five (5) year period.

Prior to the closing of said loan between the City and the Bank, the Developer shall be advised of the revised amount of the connection charges which shall have been calculated after adding interest and financing costs, taking into account, the date or dates of payment specified by the Developer and included in the letter of credit.

OFF REC 12236 PAGE 28

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 3 of 17 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:12236-00026

Notwithstanding the payment provisions contained in the letter of credit, the Developer may, at any time, elect to prepay the then remaining amount due to the City and the City and the Bank shall allow to the Developer, a credit on the amount of connection charges corresponding to the savings in interest cost inuring to the benefit of the City by virtue of the prepayment.

The City, by the execution hereof, agrees that it shall bona fidely use its best efforts to obtain the best interest rate available and in the event the said interest rate exceeds 9% per annum, the Developer herein, at its option, may elect to terminate its obligations hereunder, and all parties hereto will be relieved of all obligations hereunder.

C. CONNECTIONS AVAILABLE

Notwithstanding that the Developer may have elected to participate in the "Deferred Payment Alternative", the connection charges corresponding to the number of ERC's reserved herein shall be deemed to be prepaid based upon the Developer's posting of the irrevocable letter of credit acceptable to the bank. Further, notwithstanding that the Developer's letter of credit may have provided for actual payment in the fifth year, the Developer shall be entitled to connect ERC's at a prior date without accelerating said payment.

The Developer expressly recognizes, however, that the portion of the total connection charge ($310 per ERC) which will not have been prepaid pursuant to the terms of this Addendum shall be paid at the time of application for building permits.

D. CONNECTION CHARGE COST FOR PHASE I FIXED

In consideration of the Developer's prepayment of connection fees for that capacity described above, the Developer herein and other developers reserving capacity in the City's Phase I expansion program will not be subject to escalation in the cost of connection charges which may occur subsequent to the date hereof, but at all times limited to that number of ERC's specifically reserved herein. In the event that the City shall reduce the cost of connection charges for others not participating in the Phase I expansion program, then, in that event, the Developer herein shall be entitled to a retroactive adjustment in said connection charge cost. The Developer shall never be entitled to retroactive adjustments for interest which may have been paid or accrued upon the payment or prepayment of connection charges.

E. INTERIM AND PERMANENT CAPACITY

The Developer herein (and all other developers participating in the Phase I expansion program) recognizes that the ultimate and permanent capacity reserved is represented by and part of the construction of new wastewater treatment facilities which the City commits to build for and on behalf of participants in said Phase I expansion program. The City has advised participating developers that the design and construction of expanded facilities will commence immediately following the execution of Phase I Developer Agreements and the closing of the City's loan pertaining thereto. The City has estimated that expanded wastewater treatment facilities will be completed in approximately twenty-four (24) months, subject always to matters of force majeure. The City recognizes that the prepayment of connection charges

OFF REC 12236 PAGE 29

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 4 of 17 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:12236-00026

in cash or pursuant to the deferred payment alternative, constitutes valuable consideration, without which the City would not have undertaken said expansion. Accordingly, the City grants to the Developer, full and complete rights and benefits to that portion of the plant facilities corresponding to the capacity reserved herein, and in no event will the City permit any diversion or use of said capacity to the detriment of the Developer herein, the benefits of third party beneficiary status in the construction of Phase I expansion facilities to the end that the Developer may be absolutely assured that such permanent capacity belongs to the Developer, its successors and assigns in proportion to the total capacity to be available out of said Phase I expansion.

The City further agrees that it will cause said expanded facilities to be continually operated in accordance with the rules and regulations of regulatory agencies having jurisdiction over such matters, and to be maintained in such a manner so as to preserve and protect the capacities reserved to the Developer herein, and the City will take no action, or fail to take needed action which would in any way impair the reservation or ability of the capacity granted herein.

The City declares to the Developer that the basic City policy shall be that capacity shall not be available generally, except to those who have subscribed for the same in the Phase I expansion program. The City has advised all owners, developers and prospective consumers within its service area that it has effectively reached the limit of its present treatment plant capabilities and has offered equally and uniformly to all such property owners, developers and prospective consumers, the opportunity to participate on an equal basis in the reservation of capacity in this Phase I expansion program.

The Developer herein understands that the City cannot guarantee the availability of interim capacity (for all purposes herein, "interim capacity" is defined as any capacity which will serve Developer prior to completion of Phase I improvements) in any specific quantity prior to the completion of Phase I expanded facilities. Any capacities which may be available subsequent to the execution of these agreements and prior to the completion of expanded facilities shall be made available to participating developers on a first come, first served basis for as long as such capacities may remain available. Such interim capacities will only be made available in quantities corresponding to actual construction proposed to be immediately commended. The City agrees to use its best efforts to conserve available capacities for and utilization in connection with this provision, and will further seek to obtain from regulatory agencies, temporary advance capacity allocations for the system in contemplation of the completion of Phase I expanded facilities.

F. <u>EXPANSION SIZE - REQUIRED CASH FLOW</u>

The City hereby advises the Developer that the Phase I expanded facilities proposed to be constructed have been sized as nearly as practicable to provide for the capacity reservations which in the aggregate have been subscribed to by Phase I participants. Excess capacities which, of engineering necessity, may remain over and above the Developer's subscriptions shall be considered to be in the capacity portfolio of the City and shall be utilized at the discretion of the City Commission of the City of Margate, Florida, only in such circumstances where great public interest, preservation of the integrity of its service area and equity to individual applicants requires. The City has advised the Developer herein that it is not the

REC 12236 PAGE 30

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 5 of 17 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:12236-00026

intention of the City to reserve substantial capacities for the potential benefit of non-participating developers. Subject only to the exceptions set forth herein, non-participating developers shall be afforded capacity from subsequent expansions to utility facilities which will, from time to time, be undertaken by the City after analyzing such requests and aggregating subscriptions therefor.

The City has used its best efforts to match the anticipated cost of construction with the aggregate total of connection charge advances. In the event that the cost of the construction program exceeds the aggregate value or prepaid connection charges, then such excess construction cost shall be advanced and paid by the City and no further advance or monetary obligation shall be required by the Developer herein.

G. UTILIZATION AND ASSIGNMENT OF CAPACITY

Capacities reserved herein are primarily intended for use on the property of the Developer described in Exhibit A attached hereto and made a part thereof. Notwithstanding this basic policy, the Developer shall be entitled to transfer all or a portion of the capacity reserved herein to another property within the service area owned by the Developer herein, or an affiliated company in which the Developer has an interest. The Developer shall further be entitled to assign all or a portion of the capacity reserved herein to another person, firm or corporation for use on another property provided the following conditions are met:

1. The transfer of capacity is at the cost to Developer. In this context, "the cost" may include interest carrying charges or costs of money.

2. All such transfers shall be evidenced by written documents entitled "Assignment of Treatment Plant Capacity". Such assignment shall be submitted to the City for review. The purpose of this provision is to enable the City and any other party in interest to indentify the holder or holders of all its capacity rights at all times.

3. The transferor and the transferee shall each submit a sworn statement to the City indicating clearly that the capacity is transferred "at cost", as that term is used herein.

In the event the proposed transferor has participated in the "Deferred Payment Alternative", then such transfer may not be made unless and until a substitute letter of credit has been furnished by the proposed transferee and the same has been accepted in substitution by the Bank, which acceptance shall not be unreasonably withheld. Proposed transferees shall be entitled to prepay in cash the amount of the connection charge advance corresponding to the capacity assignment, thereby avoiding the necessity to post a substitute letter of credit.

Capacities may also be transferred, in like manner, in the event that the property described in the Developer Agreement to which this Addendum is attached, is sold by the Developer to a third party owner.

H. EQUIVALENT CAPACITIES

The City represents to the Developer herein that the following formula is to be used during the life of this Agreement for determining ERC's shall be that contained in Tables 1 through 3 of Section 24-73 of the Margate City Code, which exists as of the date of execution of this agreement, a copy of which may be had at

OFF REC 12236 PAGE 31

CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 6 of 17 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:12236-00026

the City Clerk's office of the City of Margate, same being considered to be a part of this agreement as fully set forth herein. The above referred ordinance shall remain the capacity equivalents which pertain to the developer project notwithstanding same may be amended from time to time by the City in the future.

I. CONSTRUCTION FUND

All prepaid connection charges reserved by the City in cash, and the proceeds of the loan from the Bank shall be reserved exclusively for the construction of the Phase I expanded facilities designed to provide the capacities reserved herein. The City agrees that up to and including the completion of construction of the Phase I expanded facilities, it will not divert or utilize any of the funds represented by prepaid connection charges for any other purpose whatsoever. If any funds remain from the principal amount of connection charge prepayments after Phase I improvements have been completed, then the City shall transfer such remaining funds to its general construction account for use in future contemplated capital improvements to the system.

J. CAPACITY RESERVATION FEES

The parties hereto agree that upon the application of a building permit on a lot or parcel governed by this agreement, the developer/property owner shall accrue and be charged with capacity reservation fees in order to fully or partially defray the City of Margate's cost in maintaining and administering plant facilities held for its use. Such fee shall be payable by the developer/property owner at such time as there is connection to the system.

The City has recognized that the Developer herein and all developers participating in the Phase I expansion program have prepaid (in cash or credit) connection charges corresponding to the determined cost of facilities to be constructed in the future. Such prepayment will relieve the City of the burden of carrying the capital cost of reserved future facilities. In recognition of the participation of developers whose projects and capacity utilization may extend over a term of years, the City has established a formula for calculating capacity reservation fees, which is contained in Section 24-71 of the Margate City Code, which exists as of the date of execution of this agreement, a copy of which may be had at the City Clerk's office of the City of Margate, same being considered to be part of this agreement as fully set forth herein. The above referred ordinance shall remain the capacity equivalents which pertain to the developer project notwithstanding same be amended from time to time in the future.

K. CONSTRUCTION OF PHASE II

The City agrees that should a Developer, individually or along with any other developers who have signed Developer Agreements with the City and who are willing to commit to plant capacity of 3,000 ERC's or more, show interest in committing to a prepayment program of similar nature as set forth in this Addendum, the City represents that it will cause a program to be implemented similar to this one providing for the additional plant capacity for users over and above that requested in Phase I. Same shall be based upon such requirements and costs as are determined by the City at the time of the implementation of the Phase II program and shall be manifested in additional addenda to Developer Agreements.

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

OFF REC 12236 PAGE 32

Order: 12137711 Page 7 of 17 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:12236-00026

Notwithstanding the above, the City reserves the right to commence Phase II of expansion of its plant with commitments of developers evidencing less than 3,000 ERC's.

L. FURTHER REPRESENTATIONS OF CITY

The City acknowledges as to all of its obligations, and particularly those that relate to securing the services of an engineer, commencing construction of the plant expansion and completing the plant expansion, time shall be of the essence.

The City agrees to, all all times, proceed in an expeditious manner to construct the Phase I facility as contemplated by this agreement. The City shall utilize its best efforts in good faith to have this project completed as quickly as possible, pursuant to the Statutes of the State of Florida, ordinances of the City of Margate and all agreements and conditions regarding said project.

The City represents that construction of the plant expansion contemplated under the terms of this Addendum, shall be completed within thirty (30) months from the date of closing. The City agrees that immediately after closing, it shall perform its obligations under the terms of this Addendum and shall diligently pursue same until final completion of all of its obligations, including completion of the construction of the plant as contemplated under the terms of this Addendum.

The City represents that it shall meet and satisfy all of its obligations timely and otherwise in accordance with all of the loan documents utilized and/or executed in connection with the deferred payment program.

The City agrees that in the event, for any reason within its control, the improvements are not completed, the plant expansion is not completed and/or the capacity reserved and prepaid hereunder is not otherwise made available for the benefit of the Developer within the aforesaid period of time for completion, it shall be the obligation of the City at its own expense, and not at the expense of the Developer, to make plant capacity available for use by the Developer from an alternative source. The right to select and the responsibility to provide such an alternative source shall be solely that of the City.

The City acknowledges that the Developer has executed this Addendum, modified its position, and otherwise acted in reliance as it relates to its property and its use thereof on the representations and undertakings of the City in connection with the subject matter of this Addendum, and in the event such representations are not true and accurate and/or in the event the City is in default under the terms of this Addendum, the Developer shall have available to it, all rights and remedies provided for from time to time under law.

Any contract entered into by the City for construction of the improvements contemplated hereunder, shall be in accordance with controlling state statutes and particularly those that relate to competitive bidding, and further shall provide that the contractor will be required to post a bond and the contractor shall be obligated to complete improvements on a date certain in accordance with the terms of this Addendum. Such contract shall further provide that in the event the contractor fails to timely complete, the contractor shall be responsible for penalties. The City acknowledges that inclusion of these obligations is important to the Developer and that the Developer is relying upon the City and its contractors and/or subcontractors to meet the City's obligation to provide the reserved capacity provided for hereunder in a timely manner.

OFF REC 12236 PAGE 33

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 8 of 17 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:12236-00026

L. COMPLETE AGREEMENT

This agreement constitutes the complete agreement between the parties except as to the original Developer Agreement entered into by the parties herein or their predecessors. It is the intent of the parties herein that this Addendum to Developer Agreement be supplemental and not in conflict with the Developer Agreement but where there is deemed to be a conflict between the terms of the Developer Agreement and this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the Developer and the City have executed or have caused this Addendum to Developer Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Addendum to Developer Agreement.

APP. RES. #5398, DECEMBER 5, 1984

WITNESS:

CITY OF MARGATE, FLORIDA

By: _____
Mayor

By: _____
City Manager

DEVELOPER: BROWARD ASSOCIATES

By: _____
Alec P. Courtelis

By: _____
Donald L. Smith, Jr.

Approved as to Form:

_____
Eugene M. Steinfeld, City Attorney

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

OFF REC 12236 PAGE 34

Order: 12137711 Page 9 of 17 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:12236-00026

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY WHICH
CONSTITUTES THE SUBJECT MATTER OF THIS AGREEMENT

Tract "A", Lakewood Commercial, Plat Book 120, Page 27.

OFF REC 12236 PAGE 35

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 [illegible]
MARGATE [illegible] 33063

EXHIBIT B

WATER AND SEWER EXTENSION POLICY

PURPOSE

The City of Margate, Florida, hereinafter referred to as "City" hereby establishes this Extension Policy for the purpose of creating a uniform method of determining the contribution in aid of construction to be borne by property owners, builders or developers within the service area to defray or partially defray the costs of on-site water distribution and sewage collection system; the allocable share of off-site water distribution and sewage collection system; and allocable shares of treatment plant costs. City declares that this Extension Policy has as its goal, the establishment of a uniform method of computing or determining such contributions to the end that all such contributions shall be non-discriminatory amongst consumers in the area and shall be applied as nearly as possible with uniformity to all consumers and prospective consumers within the present or future service area.

AVAILABILITY

The provisions of this Extension Policy area available to consumers and property owners throughout the service area of the City of Margate Utility Department, subject only to matters of economic feasibility which shall always allow to the utility an amount to provide coverage test ratios as indicated in the City's Trust Indenture.

APPLICABILITY OF CONTRIBUTION IN AID OF CONSTRUCTION

City requires the payment of contributions in aid of construction, either by cash payments or through the installation of water distribution and sewage collection facilities, by the developer, with title to such facilities transferred to City or a combination of both forms of contributions. The requirement of City for such contributions is declared to be for the purpose of defraying the cost of the water distribution and sewage collection system and to defray the cost of construction of water and wastewater treatment plant facilities.

The payment by developer, builder and/or owner of such contributions to City shall be a condition precedent to the rendering of service by City.

The aggregate value of contributions in aid of construction required by City either in cash or by utility system construction donated to City shall be computed and determined as follows:

On Site Facilities Each developer, owner or builder (hereinafter referred to as Developer), shall be responsible for the design, installation, inspection and testing of the complete water distribution and sewage collection system located in the street or streets adjoining or within the boundaries of Developer's Property.

The term "complete water distribution and sewage collection system", as used herein, shall include all component parts of a water distribution system, including valves, fittings, laterals, hydrants and all appurtenances as shown upon the approved design of such water distribution system. The sewage collection system shall include all collection lines, manholes, force mains, lift or pumping stations, including the site for same, and all other appurtenances as shown upon the approved design for the installation of such sewage collection system.

City's requirement for the installation of over-sized lines or facilities, located on Developer's Property and designed to provide service for other properties, shall be the subject of a Developer's Agreement which may include refunding provisions as set forth hereafter in this Extension Policy.

The limited size of Developer's Property, for which service has been requested, may indicate to City the desirability of having City design and install the water distribution and sewage collection system. In such event, City reserves the right to compute the estimated cost of such extension and to require developer to pay such cost of construction in lieu of Developer's installation of the water distribution and sewage collection system.

OFF REC. 12230 PAGE 336

Order: 12137711 Page 11 of 17 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:12236-00026

Off-Site Water Distribution and Sewage Collection System - Hydraulic Share: The location, size or proposed density of Developer's Property may make service to such Property dependent upon the extension of off-site water distribution and sewage collection facilities. For the purpose of this Extension Policy, the term off-site shall be defined as those main water transmission lines, sewage collection lines, sewage force mains and/or pumping stations necessary to connect Developer's Property with facilities of City adequate in size to transmit to Developer's Property, an adequate quantity of water under adequate pressure and/or transmit sewage collected on developer's property to the treatment plant or disposal site of City.

It is City policy to apportion the cost of main transmission and collection lines and pumping stations pro rata against the properties receiving service from such main transmission lines located off site as to Developer's Property.

Since each Developer draws from the hydraulic capacity of such lines, City will require that developer pay his Property's hydraulic share of the cost of the off site main transmission and collection facilities through which service is rendered to Developer's Property. This portion of City's extension policy is referred to as Developer's "hydraulic share of off-site facilities."

It is further declared and established that City will compute such hydraulic share of off site facilities based upon two major factors which will contribute to the engineering determination:

(a) The quantum area of Developer's land, and
(b) The density and estimated consumption to be generated from the property as it is proposed to be developed.

MARGATE, FL 33063

City further declares that the charge for Developer's hydaulic share of off site facilities will be applicable to Developer's property whether or not the main transmission lines and/or pumping stations have been previously constructed. It is the intent of this section to apportion the cost of main transmission lines and pumping stations on a fair share basis irrespective of whether such transmission lines and pumping stations have been previously constructed or are proposed to be constructed.

Developers may be required to advance all or a portion of the main transmission lines and pumping stations in order to provide a physical interconnection of Developer's property with the facilities of City at their then present terminus. Such eventualities are covered by provisions in this Extension Policy under the heading of "Refundable Advances."

CONNECTION CHARGES

In order to defray costs relating to construction of: production, certain transmission, storage, pumping, and treatment facilities for water supply service, and wastewater collection, coveyance, pumping, treatment, and disposal facilities, there shall be paid by landowner/developer connecting into the water and/or wastewater system, at the time application is made for a building permit, water and wastewater connection charges as listed in Tables 1, 2 and 3 of Section 24-73 of Chapter 24, Article V of the City of Margate Code of Ordinances; provided, however, that the City may require and accept the prepayment of connection charges whenever it shall determine that such prepayments are required in the funding of all or part of the capital costs of new utility facilities.

All connection charges shall be paid by the landowner/developer on the basis of the number of equivalent residential connections (ERC's) proposed to be connected into the water or wastewater system. An ERC equates all classes of utility users to a common denominator (i.e., a detached single family residential unit has a value of 1.0 ERC). All other types and classes of users shall be equated to this value as listed in Tables 1, 2, and

DEC 12 2 3 6 PAGE 37

The established connection charges as set forth in Tables 1, 2, and 3 are fixed until 31 March 1983 and each 31 March thereafter, or at such time as is deemed appropriate by the City Commission of Margate, each connection charge shall be adjusted as reflected by the Engineering News Record (ENR) Construction Cost Index (CCI). The adjustment factor for each connection charge shall be computed by dividing the ENR CCI given in the March issue by the CCI given for the approximate same time one year before and multiplying

Order: 12137711 Page 12 of 17 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:12236-00026

the result by the appropriate connection charge. When deemed necessary by the City Commission and duly adopted by ordinance, connection charges may be further adjusted, and the landowner/developer agrees to be bound by such adjustments.

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FLORIDA

CAPACITY RESERVATION CHARGE

A capacity reservation charge (CRC) will be paid by the landowner/developer for each ERC on which connection charges have been prepaid. The CRC will be applicable to the landowner/developer in every case in which the City has provided available capacity, and the landowner/developer has not yet connected to the water and/or sewer system. The CRC (also known as a guaranteed revenue charge) is a method of equitably charging new utility system customers for whom capacity is being reserved those costs which are fixed and non-flow variable (such as maintenance and administration costs - i.e., all costs not varying with commodity costs). The CRC is a monthly charge which is prepaid annually.

The CRC will be payable one (1) year in advance, from the time that additional system capacity becomes available, and each year thereafter until connection is made into the system. Upon connection of each ERC into the system, a corresponding CRC will be terminated. At the end of each year, the landowner/developer will receive credit for those CRC's terminated during the previous year, and a new advance payment will be made for the following year until the landowner's/developer's prepaid ERC commitment is exhausted.

Upon payment of the CRC, the City will guarantee that the landowner/developer will not be subject to any future increases in connection charges, to the extent that CRC's are currently paid up. Monthly CRC rates as listed in the tariff schedule in Section 1, Section 24-71 of Chapter 24, Article V, of the City of Margate Code of Ordinances shall apply, and the landowner/developer agrees to be bound by the provisions of the aforesaid ordinance.

OBLIGATIONS OF THE CITY

City shall maintain copies of this Extension Policy along with all applicable ordinances, rules and regulations available for the inspection of any property owner, developer, builder or prospective consumer desiring information regarding all elements of the cost of connecting to the water and sewer facilities of City.

City shall maintain "as-built" information on its water and sewer facilities in its office or in the office of its designated representatives for the purpose of providing reasonable information concerning the location of its water and sewer facilities.

City shall install all meters upon the request of prospective consumers providing the contributions in aid of construction as described herein and meter installation fees as set forth below have been paid in accordance with the provisions of this Extension Policy.

In instances where City undertakes the installation of water distribution and sewage collection lines, at the cost and expense of developer in lieu of developer's installation of such facilities, City will provide laterals for water and sewer service to developer's lot line ready for plumber's "hook-up" and the installation of meters.

OBLIGATIONS OF DEVELOPER

It shall be developer's obligation to furnish to City accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. Developers who increase their density factors and/or consumption requirements during the course of construction of the project are exposed to an adjustment in their hydraulic share for off-site facilities and/or an increase in connection charges applicable to developer's project. Developer is responsible for errors or changes in engineering information furnished to City when such error or change results in increased cost to City for any construction which City may undertake in connection with installing water distribution or sewage collection facilities or which would necessitate a new design or re-design of water distribution or sewage collection plans.

OFF REC 12236 PAGE 38

EASEMENTS AND RIGHTS OF WAY

As a pre-requisite to the construction of any water distribution or sewage

collection system proposed to be connected to the facilities of City, Developer shall grant to City such easements or rights of way corresponding with the installation of the proposed facilities. Such grant or conveyance shall be in form satisfactory to counsel of City. Such conveyance, when located on the property of Developer, shall be made without cost to City. City reserves the right to require such easement or right of way to the point at which the meter is proposed to be installed or at the "point of delivery of service" being the point at which the facilities of City joins with consumer's own installation.

SYSTEM DESIGN - INDEPENDENT ENGINEERS

City shall recognize the design of water and sewer facilities prepared by a registered professional engineer regularly engaged in the field of sanitary engineering, covering the design of Developer's on-site water distribution and sewage collection system. Provided, however, that each design shall be fully subject to the approval of City's engineer and shall conform in all respects to the criteria of City governing the installation of utility facilities ultimately to be accepted by City for ownership, operation and maintenance. City reserves the right to charge a fee commensurate with the cost to City of reviewing such engineering plans and furnishing to Developer's engineer, various information regarding location and criteria. All designs of water distribution and sewage collection facilities are at all times subject to the approval of other agencies having jurisdiction over such design.

SYSTEM DESIGN - CITY'S ENGINEER

City maintains a relationship with its engineer to provide utility design services to Developers for the purpose of facilitating the design of Developer's on-site distribution and sewage collection system. Designs prepared by City's engineer are acceptable to City, but are at all times subject to the approval of other governmental agencies having jurisdiction over the subject matter of such design. The cost of plans prepared by City's engineer shall be borne by Developer. However, in such cases, Developer will not be required to pay the charge for review of such plans as provided for in the foregoing paragraph.

INSPECTION FEES

City reserves the right to inspect the installation of all water distribution or sewage collection facilities installed by Developer or Developer's contractors, which facilities are proposed to be transferred to City for ownership, operation and control. Such inspection is designed to insure City that water and sewer lines and/or lift stations are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. City further reserves the right to be present at tests of component parts of water distribution or sewage collection systems for the purpose of determining that the system, as constructed, conforms to City's criteria for exfiltration, infiltration, pressure testing, line and grade. Such tests will be performed by Developer or Developer's constractor, but only under the direct supervision of City's engineer or authorized inspector.

City reserves the right to charge an inspection fee not to exceed two percent (2%) of the cost, either actual or estimated, of the subject water and sewer facilities as installed by Developer. City maintains full time inspection availability and the cost for inspection services as set forth herein is and shall continue to be designed to defray the actual cost of conducting such inspections and testing.

INSPECTIONS OF PLUMBER'S HOOK-UP

It shall be the responsibility of Developer or its plumbing contractor to connect Developer's plumbing installation with the sewage collection facilities of City. This connection is generally made "at the point of delivery of service" as defined elsewhere in this Extension Policy. City reserves the right to inspect all such connections to be assured that the same are properly made in accordance with City's rules governing such connections and that the connection, as made, is free from infiltration. City maintains inspection personnel for the purpose of inspecting these plumbing hook-ups and will provide such inspection service for Developer without cost.

OFF REC 12236 PAGE 39

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 14 of 17 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:12236-00026

Developer shall be required to notify City of any proposed interconnection with the facilities of City and connection may be made without the presence of City's inspector. However, such connection shall remain open until inspected by City and until notice of the approval of such connection is furnished to Developer in accordance with the practices and procedures of City. Any plumber's connection covered over without the benefit of inspection will result in Developer being required to reopen the connection for subsequent inspection.

METER INSTALLATION FEES

City will charge to each prospective consumer requesting water service, a meter installation fee to defray City's cost of the meter, meter appurtenances and cost of installation. City will require the payment of such meter installation fee concurrently with the request by prospective consumers for the meter installation. The meter installation fee shall be charged only one time for the installation of a meter at any one location, provided, however, that requests to exchange existing meters for meters of a larger size will result in a charge to the prospective consumer of a difference between the existing smaller size meter and the requested larger size meter.

TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE

Each developer who has constructed portions of the water distribution and sewage collection system on Developer's own property prior to interconnnection with City's existing facilities, shall convey such component parts of water distribution and sewage collection system to City by bill of sale in form satisfactory to City's attorney, together with distribution system proposed to be transferred to City is free of all liens and encumbrances.

Any facilities in the category of "consumer's lines" or "plumber's lines" located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to City and shall remain the property of Developer, a subsequent owner-occupant or their successors and assigns. Such "consumer's lines" or "plumber's lines" shall remain the maintenance responsibility of Developer or subsequent consumers.

City shall not be required to accept title to any component part of the water distributuion or sewage collection system as constructed by Developer until City's engineer has approved the construction of said lines, accepted the tests to determine that such construction is in accordance with the criteria established by City and thereby has evidenced its acceptance of such lines for City's ownership, operation and maintenance.

Developer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by developer and proposed to be transferred to City. Such cost information shall be furnished to City concurrently with the bill of sale and such cost information shall be a prerequisite for the acceptance by City of the portion of the water distribution and sewage collection system constructed by Developer.

City reserves the right to refuse connection and to deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and sewage collection system installed by Developer until such time as the provisions of this paragraph have been fully met by Developer or Developer's successors or assigns.

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

REFUNDABLE ADVANCES

City may require, in addition to the contribution provisions set forth herein, a refundable advance by developer to further temporarily defray the cost of any "off-site" extension of water and/or sewer mains and pumping stations necessary to connect the Developer's property with the then terminus of City's water and sewer facilities adequate in size to provide service to the subject property. As set forth elsewhere in this Extension Policy, Developer shall always be responsible for his "hydraulic share" of the cost of off-site facilities. However, this Extension Policy recognizes instances in which a Developer may be required to advance the hydraulic share applicable to other undeveloped property in order that "off-site" facilities may be constucted to serve Developer's Property and at the same time be sized in accordance with City's master plan. All amounts expended by Developer, over and able Developer's hydraulic share for "off-site"

REC 12236 PAGE 40

Order: 12137711 Page 15 of 17 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:12236-00026

facilities shall be refunded to Developer in accordance with the terms and conditions of a refunding agreement which City will execute with Developer. The refund agreement shall provide for a plan of refund based upon the connection of other properties, to the extent of their hydraulic share, which properties will be served by the "off-site" facilities installed by developer. Notwithstanding the provisions of this section, City may limit the life of such refund agreement to a term of not more than seven years, after which time any portion of the refund not made to developer by the terms and conditions of the refund agreement will have lapsed and thereafter, such refund agreement will be cancelled. In no event shall Developer recover an amount greater than the difference between the capitalized cost of such "off-site" improvements and developers own hydraulic share of such improvements. City shall not include any interest upon the refund of Developer's advance.

DEVELOPER AGREEMENTS REQUIRED

Owner, builder, or Developer may be required to execute a "Developer's agreement" setting forth such reasonable provisions governing Developer and City responsibility pertaining to the installation of plumber's lines with the facilities of City, the manner and method of payment of contributions in aid of construction; matters of exclusive service rights by City; standards of construction or specifications; time commitments to "take and use water and sewer services"; engineering errors and omissions; rules, regulations and procedures of City's facilities and other matters normally associated with and contained in Developer agreements. Nothing contained in such Developer agreements shall be in conflict with this Extension Policy, nor ordinances of City. City may require that Developer in addition to the contribution formulas set forth herein, bear the cost of the preparation of Developer agreements by independent counsel or persons qualified to draft and prepare such agreements. Said charge shall not exceed that amount normally to be contemplated for such services.

EXENSIONS OUTSIDE SERVICE AREA

Owners, builders, or Developers being potential consumers wherein the subject property lies outside the City's area may paply to City for the extension of water distribution and sewage collection mains to said property. City shall not be obligated to provide service outside of its franchised area, but may elect to do so upon terms and conditions similar to those contained in this Extension Policy provided, however, City may require additional contributions in aid of construction should the same be reasonably required in order to maintain the same level of economic feasibility then in effect within the franchised area.

EXTENSION POLICY - COPIES AVAILABLE

Copies of this Extension Policy shall be maintained at City Hall and shall be available to all prospective consumers upon requrest, either in person or by mail, addressed to the City.

OFF REC 12236 PAGE 41

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 16 of 17 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:32 PM
Doc: FLBROW:12236-00026

EXHIBIT C

SCHEDULE OF PROPOSED METER FEES

WATER

AVAILABILITY - AVAILABLE THROUGHOUT THE AREA SERVED BY THE CITY.

APPLICABILITY - TO ALL CLASSIFICATIONS OF CUSTOMERS FOR THE INITIAL COMMENCEMENT OF SERVICE AT ANY GIVEN LOCATION.

RATE -

(METER FEE)	
5/8" Meter	$115.00
3/4" Meter	150.00
1 " Meter	225.00
1 1/2" Meter	400.00
2 " Meter	525.00

ALL OVER 2" BY AGREEMENT WITH THE CITY.

TERMS OF PAYMENT - PAYMENT TO BE MADE PRIOR TO SERVICE BEING RENDERED TO PROPERTY.

DEPOSITS REQUIRED AT TIME OF PAYMENT OF METER FEES

	Meter Size			
	5/8"	1"	1½" or 2"	3"
Residential	$ 60.00	$100.00	$200.00	$300.00
Multifamily	----------$35.00 per unit----------			
Commerical	70.00	150.00	250.00	325.00

Over 2" shall be by agreement

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

OFF REC 12236 PAGE 42

B-seven

ADDENDUM TO DEVELOPER AGREEMENT

84247446

THIS ADDENDUM TO DEVELOPER AGREEMENT ("Addendum") is made and entered into this 29th day of March, 1983, by and between Broward Associates (hereinafter referred to as "Developer") and the CITY OF MARGATE, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "City").

WHEREAS, the Developer, or its predecessor in title, entered into a Developer Agreement with the City, or its predecessor in interest, the Margate Utility Authority, Inc., or one of its predecessors in interest; and

WHEREAS, the City has the exclusive right to provide water and sewer services within the service area of the Utility Department of the City of Margate, Florida; and

WHEREAS, the City Commission of the City of Margate, Florida, has commissioned a study in order to properly provide for the planning and implementation of the construction of water and sewer services in the service area of the Utility Department of the City of Margate, Florida; and

WHEREAS, the City Commission of the City of Margate, Florida, has determined that the cost of the construction of the expanded water and sewer facilities for the service area of the Utility Department of the City of Margate, Florida, shall not be at the cost of nor subsidized by the rates of the present users in the system; and

WHEREAS, the Florida Supreme Court in Contractors and Builders vs. The City of Dunedin, 329 So. 2d 314 (Fla. 1976), has stated that a municipality need not resort to deficit financing in order to raise capital; and

WHEREAS, the City, or its predecessor in interest, has contracted with the Developer, or its predecessor in title, to provide water and sewer facilities for certain properties which are more properly described in the Developer Agreement between the City and/or its predecessor in interest to which this Addendum shall be attached; and

WHEREAS, the City Commission of the City of Margate, the policy and rate-making body controlling the service area of the Utility Department of the City of Margate, wishes to only construct that water and sewer capacity which is necessary as determined by the developers who have signed a Developer Agreement with the City or its predecessors; and

WHEREAS, the City Commission of the City of Margate, wishes to construct water and sewer facilities in a phase constructed manner at the time that the developers in the Margate service area have need of said water and sewer services with enough time for the City to construct facilities for said water and sewer services with the understanding that the cost of construction of said facilities for expanded water and sewer services shall not be paid for nor supported by a pledge against the rates of the present water and sewer users; and

WHEREAS, the City, by ordinance, has provided for establishment of rates and charges intended to defray the costs of construction of expanded water and sewer facilities in the service area of the Utility Department of the City of Margate; and

OFF REC 11858 PAGE 26

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

45 pg

WHEREAS, the City Commission of the City of Margate wishes at all times to foster the orderly development of land within the City, and to foster the construction of only those water and sewer facilities which are specifically needed and to have the prospective users of the anticipated expanded constructed facilities for water and sewer within the Utility System of the Utility Department of the City of Margate pay the cost of the construction of said facility; and

WHEREAS, the Developer herein wishes to reserve specific capacity for all or a certain portion of the property which is described in the original Developer Agreement with the City of Margate or its predecessors in interest; and

WHEREAS, the Developer wishes to have the City construct that specific capacity which it wishes to reserve with the understanding that the City is at or near capacity for sewer and/or water service presently within the service area; and

WHEREAS, the City recognizes that the Developer herein has acted in reliance upon the representations of the City and the reservation of capacity made by the City to the Developer herein; and

WHEREAS, the Developer has changed his position in reliance upon the representations of the City;

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto and other good and valuable considerations, the parties hereto convenant and agree each with the other as follows:

The above statements are true and correct and are incorporated herein by reference.

A. CONNECTION CHARGES - PREPAYMENTS FOR CAPACITY SPECIFICALLY ALLOCATED HEREIN

The parties recognize that pursuant to the City's Uniform Extension Policy, and the ordinances of the City, the City has established a uniform connection charge to defray the cost of corresponding to and allocable to each equivalent residential connection ("ERC") proposed to be added to the system. The City agrees that for and in consideration of the Developer herein prepaying connection charges in the amounts as set forth elsewhere herein, and in further consideration of the Developer changing its position in reliance upon said reservation of capacity, the City herein and hereby specifically reserves such capacity to the Developer herein as is set forth hereinbelow. As of the date of the Agreement, and for the number of ERC's herein reserved, the connection charges are:

Water ERC	-	$ 450
Sewer ERC	-	$ 800
Total		$ 1,250

The Developer herein agrees to pay said connection charges in accordance with the terms and conditions and at the times set forth herein.

Further, pursuant to the ordinances of the City, the same requires the advance payment of said connection charges if it deems the same to be necessary in conjunction with the construction of utility facilities. The City has advised the Developer herein,

OFF REC 11858 PAGE 27

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 2 of 11 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:11858-00026

and the Developer acknowledges, that the City has deemed that it requires that a portion of the connection charge be prepaid in order that a fund may thereby be created from which the immediate construction of new wastewater treatment plant facilities (and from which said construction the City is herein and hereby allocating the appropriate ERC's to the Developer herein and reserving the said capacity for the Developer herein) and the longer term construction of certain other utility facilities may be accomplished. Accordingly, the Developer shall be obligated to prepay the sum of Nine Hundred Forty Dollars ($940) for each ERC reserved pursuant to the terms of this Addendum.

By these presents, the Developer herein expressly reserves 82 ERC's of water and sewer treatment plant capacity for its project, calculated as follows:

Unless the deferred payment alternatives set forth herein are adopted by the Developer concurrently with the signing of this Addendum, the Developer shall pay to the City the sum of $940 x 82 equalling $77,080.

The parties further recognize that the sum of Three Hundred Ten Dollars ($310) per ERC reserved will remain to be paid by the Developer to the City in order that the full connection charge be ultimately collected. The Developer agrees to pay the said remaining sum of $310 per ERC as and when the Developer applies for a building permit for a building or buildings, units or residences, and such payment shall be for that number of ERC's corresponding to the improvement proposed to be constructed.

B. DEFERRED PAYMENT ALTERNATIVE

The Developer is hereby advised that the City has entered into a loan agreement with the Florida Coast Bank (hereinafter referred to as the "Bank"), the terms and conditions of which are designed to afford developers participating in the City's Phase I capacity reservation program to obtain the benefits of deferred payment of the portion of the connection charges ($940 per ERC) to which the Developer is obligated to the City. The Developer may elect to issue to the City an Irrevocable Letter of Credit issued by a banking institution approved by the Bank, which said approval shall not be unreasonably withheld. The City agrees to borrow from the Bank a principal sum of money which corresponds to $940 for each ERC reserved, which reservation shall be supported by the promises contained in this Addendum and by the letter of credit guaranteeing payment therefor.

The Developer's letter of credit may be for a term not to exceed five (5) years and may contain a schedule of partial payments to be made on any anniversary date during said five (5) year period.

Prior to the closing of said loan between the City and the Bank, the Developer shall be advised of the revised amount of the connection charges which shall have been calculated after adding interest and financing costs, taking into account, the date or dates of payment specified by the Developer and included in the letter of credit.

OFF REC 11858 PAGE 28

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 3 of 11 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:11858-00026

Notwithstanding the payment provisions contained in the letter of credit, the Developer may, at any time, elect to prepay the then remaining amount due to the City and the City and the Bank shall allow to the Developer, a credit on the amount of connection charges corresponding to the savings in interest cost inuring to the benefit of the City by virtue of the prepayment.

The City, by the execution hereof, agrees that it shall bona fidely use its best efforts to obtain the best interest rate available and in the event the said interest rate exceeds 9% per annum, the Developer herein, at its option, may elect to terminate its obligations hereunder, and all parties hereto will be relieved of all obligations hereunder.

C. CONNECTIONS AVAILABLE

Notwithstanding that the Developer may have elected to participate in the "Deferred Payment Alternative", the connection charges corresponding to the number of ERC's reserved herein shall be deemed to be prepaid based upon the Developer's posting of the irrevocable letter of credit acceptable to the bank. Further, notwithstanding that the Developer's letter of credit may have provided for actual payment in the fifth year, the Developer shall be entitled to connect ERC's at a prior date without accelerating said payment.

The Developer expressly recognizes, however, that the portion of the total connection charge ($310 per ERC) which will not have been prepaid pursuant to the terms of this Addendum shall be paid at the time of application for building permits.

D. CONNECTION CHARGE COST FOR PHASE I FIXED

In consideration of the Developer's prepayment of connection fees for that capacity described above, the Developer herein and other developers reserving capacity in the City's Phase I expansion program will not be subject to escalation in the cost of connection charges which may occur subsequent to the date hereof, but at all times limited to that number of ERC's specifically reserved herein. In the event that the City shall reduce the cost of connection charges for others not participating in the Phase I expansion program, then, in that event, the Developer herein shall be entitled to a retroactive adjustment in said connection charge cost. The Developer shall never be entitled to retroactive adjustments for interest which may have been paid or accrued upon the payment or prepayment of connection charges.

E. INTERIM AND PERMANENT CAPACITY

The Developer herein (and all other developers participating in the Phase I expansion program) recognizes that the ultimate and permanent capacity reserved is represented by and part of the construction of new wastewater treatment facilities which the City commits to build for and on behalf of participants in said Phase I expansion program. The City has advised participating developers that the design and construction of expanded facilities will commence immediately following the execution of Phase I Developer Agreements and the closing of the City's loan pertaining thereto. The City has estimated that expanded wastewater treatment facilities will be completed in approximately twenty-four (24) months, subject always to matters of force majeure. The City recognizes that the prepayment of connection charges

OFF REC 11858 PAGE 29

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 4 of 11 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:11858-00026

in cash or pursuant to the deferred payment alternative, constitutes valuable consideration, without which the City would not have undertaken said expansion. Accordingly, the City grants to the Developer, full and complete rights and benefits to that portion of the plant facilities corresponding to the capacity reserved herein, and in no event will the City permit any diversion or use of said capacity to the detriment of the Developer herein, the benefits of third party beneficiary status in the construction of Phase I expansion facilities to the end that the Developer may be absolutely assured that such permanent capacity belongs to the Developer, its successors and assigns in proportion to the total capacity to be available out of said Phase I expansion.

The City further agrees that it will cause said expanded facilities to be continually operated in accordance with the rules and regulations of regulatory agencies having jurisdiction over such matters, and to be maintained in such a manner so as to preserve and protect the capacities reserved to the Developer herein, and the City will take no action, or fail to take needed action which would in any way impair the reservation or ability of the capacity granted herein.

The City declares to the Developer that the basic City policy shall be that capacity shall not be available generally, except to those who have subscribed for the same in the Phase I expansion program. The City has advised all owners, developers and prospective consumers within its service area that it has effectively reached the limit of its present treatment plant capabilities and has offered equally and uniformly to all such property owners, developers and prospective consumers, the opportunity to participate on an equal basis in the reservation of capacity in this Phase I expansion program.

The Developer herein understands that the City cannot guarantee the availability of interim capacity (for all purposes herein, "interim capacity" is defined as any capacity which will serve Developer prior to completion of Phase I improvements) in any specific quantity prior to the completion of Phase I expanded facilities. Any capacities which may be available subsequent to the execution of these agreements and prior to the completion of expanded facilities shall be made available to participating developers on a first come, first served basis for as long as such capacities may remain available. Such interim capacities will only be made available in quantities corresponding to actual construction proposed to be immediately commended. The City agrees to use its best efforts to conserve available capacities for and utilization in connection with this provision, and will further seek to obtain from regulatory agencies, temporary advance capacity allocations for the system in contemplation of the completion of Phase I expanded facilities.

F. EXPANSION SIZE - REQUIRED CASH FLOW

The City hereby advises the Developer that the Phase I expanded facilities proposed to be constructed have been sized as nearly as practicable to provide for the capacity reservations which in the aggregate have been subscribed to by Phase I participants. Excess capacities which, of engineering necessity, may remain over and above the Developer's subscriptions shall be considered to be in the capacity portfolio of the City and shall be utilized at the discretion of the City Commission of the City of Margate, Florida, only in such circumstances where great public interest, preservation of the integrity of its service area and equity to individual applicants requires. The City has advised the Developer herein that it is not the

REC 11858 PAGE 30

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 5 of 11 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:11858-00026

intention of the City to reserve substantial capacities for the potential benefit of non-participating developers. Subject only to the exceptions set forth herein, non-participating developers shall be afforded capacity from subsequent expansions to utility facilities which will, from time to time, be undertaken by the City after analyzing such requests and aggregating subscriptions therefor.

The City has used its best efforts to match the anticipated cost of construction with the aggregate total of connection charge advances. In the event that the cost of the construction program exceeds the aggregate value or prepaid connection charges, then such excess construction cost shall be advanced and paid by the City and no further advance or monetary obligation shall be required by the Developer herein.

G. UTILIZATION AND ASSIGNMENT OF CAPACITY

Capacities reserved herein are primarily intended for use on the property of the Developer described in Exhibit A attached hereto and made a part thereof. Notwithstanding this basic policy, the Developer shall be entitled to transfer all or a portion of the capacity reserved herein to another property within the service area owned by the Developer herein, or an affiliated company in which the Developer has an interest. The Developer shall further be entitled to assign all or a portion of the capacity reserved herein to another person, firm or corporation for use on another property provided the following conditions are met:

1. The transfer of capacity is at the cost to Developer. Inthis context, "the cost" may include interest carrying charges or costs of money.

2. All such transfers shall be evidenced by written documents entitled "Assignment of Treatment Plant Capacity". Such assignment shall be submitted to the City for review. The purpose of this provision is to enable the City and any other party in interest to indentify the holder or holders of all its capacity rights at all times.

3. The transferor and the transferee shall each submit a sworn statement to the City indicating clearly that the capacity is transferred "at cost", as that term is used herein.

In the event the proposed transferor has participated in the "Deferred Payment Alternative", then such transfer may not be made unless and until a substitute letter of credit has been furnished by the proposed transferee and the same has been accepted in substitution by the Bank, which acceptance shall not be unreasonably withheld. Proposed transferees shall be entitled to prepay in cash the amount of the connection charge advance corresponding to the capacity assignment, thereby avoiding the necessity to post a substitute letter of credit.

Capacities may also be transferred, in like manner, in the event that the property described in the Developer Agreement to which this Addendum is attached, is sold by the Developer to a third party owner.

H. EQUIVALENT CAPACITIES

The City represents to the Developer herein that the following formula is to be used during the life of this Agreement for determining ERC's shall be that contained in Tables 1 through 3 of Section 24-73 of the Margate City Code, which exists as of the date of execution of this agreement, a copy of which may be had at

OFF REC 11858 PAGE 31

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 6 of 11 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:11858-00026

the City Clerk's office of the City of Margate, same being considered to be a part of this agreement as fully set forth herein. The above referred ordinance shall remain the capacity equivalents which pertain to the developer project notwithstanding same may be amended from time to time by the City in the future.

I. CONSTRUCTION FUND

All prepaid connection charges reserved by the City in cash, and the proceeds of the loan from the Bank shall be reserved exclusively for the construction of the Phase I expanded facilities designed to provide the capacities reserved herein. The City agrees that up to and including the completion of construction of the Phase I expanded facilities, it will not divert or utilize any of the funds represented by prepaid connection charges for any other purpose whatsoever. If any funds remain from the principal amount of connection charge prepayments after Phase I improvements have been completed, then the City shall transfer such remaining funds to its general construction account for use in future contemplated capital improvements to the system.

J. CAPACITY RESERVATION FEES

The parties hereto agree that upon the application of a building permit on a lot or parcel governed by this agreement, the developer/property owner shall accrue and be charged with capacity reservation fees in order to fully or partially defray the City of Margate's cost in maintaining and administering plant facilities held for its use. Such fee shall be payable by the developer/property owner at such time as there is connection to the system.

The City has recognized that the Developer herein and all developers participating in the Phase I expansion program have prepaid (in cash or credit) connection charges corresponding to the determined cost of facilities to be constructed in the future. Such prepayment will relieve the City of the burden of carrying the capital cost of reserved future facilities. In recognition of the participation of developers whose projects and capacity utilization may extend over a term of years, the City has established a formula for calculating capacity reservation fees, which is contained in Section 24-71 of the Margate City Code, which exists as of the date of execution of this agreement, a copy of which may be had at the City Clerk's office of the City of Margate, same being considered to be part of this agreement as fully set forth herein. The above referred ordinance shall remain the capacity equivalents which pertain to the developer project notwithstanding same be amended from time to time in the future.

K. CONSTRUCTION OF PHASE II

The City agrees that should a Developer, individually or along with any other developers who have signed Developer Agreements with the City and who are willing to commit to plant capacity of 3,000 ERC's or more, show interest in committing to a prepayment program of similar nature as set forth in this Addendum, the City represents that it will cause a program to be implemented similar to this one providing for the additional plant capacity for users over and above that requested in Phase I. Same shall be based upon such requirements and costs as are determined by the City at the time of the implementation of the Phase II program and shall be manifested in additional addenda to Developer Agreements.

OFF REC 11858 PAGE 32

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 7 of 11 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:11858-00026

Notwithstanding the above, the City reserves the right to commence Phase II of expansion of its plant with commitments of developers evidencing less than 3,000 ERC's.

L. FURTHER REPRESENTATIONS OF CITY

The City acknowledges as to all of its obligations, and particularly those that relate to securing the services of an engineer, commending construction of the plant expansion and completing the plant expansion, time shall be of the essence.

The City agrees to, all all times, proceed in an expeditious manner to construct the Phase I facility as contemplated by this agreement. The City shall utilize its best efforts in good faith to have this project completed as quickly as possible, pursuant to the Statutes of the State of Florida, ordinances of the City of Margate and all agreements and conditions regarding said project.

The City represents that construction of the plant expansion contemplated under the terms of this Addendum, shall be completed within thirty (30) months from the date of closing. The City agrees that immediately after closing, it shall perform its obligations under the terms of this Addendum and shall diligently pursue same until final completion of all of its obligations, including completion of the construction of the plant as contemplated under the terms of this Addendum.

The City represents that it shall meet and satisfy all of its obligations timely and otherwise in accordance with all of the loan documents utilized and/or executed in connection with the deferred payment program.

The City agrees that in the event, for any reason within its control, the improvements are not completed, the plant expansion is not completed and/or the capacity reserved and prepaid hereunder is not otherwise made available for the benefit of the Developer within the aforesaid period of time for completion, it shall be the obligation of the City at its own expense, and not at the expense of the Developer, to make plant capacity available for use by the Developer from an alternative source. The right to select and the responsibility to provide such an alternative source shall be solely that of the City.

The City acknowledges that the Developer has executed this Addendum, modified its position, and otherwise acted in reliance as it relates to its property and its use thereof on the representations and undertakings of the City in connection with the subject matter of this Addendum, and in the event such representations are not true and accurate and/or in the event the City is in default under the terms of this Addendum, the Developer shall have available to it, all rights and remedies provided for from time to time under law.

Any contract entered into by the City for construction of the improvements contemplated hereunder, shall be in accordance with controlling state statutes and particularly those that relate to competitive bidding, and further shall provide that the contractor will be required to post a bond and the contractor shall be obligated to complete improvements on a date certain in accordance with the terms of this Addendum. Such contract shall further provide that in the event the contractor fails to timely complete, the contractor shall be responsible for penalties. The City acknowledges that inclusion of these obligations is important to the Developer and that the Developer is relying upon the City and its contractors and/or subcontractors to meet the City's obligation to provide the reserved capacity provided for hereunder in a timely manner.

OFF REC 11858 PAGE 33

RETURN TO:
CITY CLERK
CITY OF MARGATE
MARGATE BLVD.
MARGATE, FL 33063

Order: 12137711 Page 8 of 11 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:11858-00026

L. COMPLETE AGREEMENT

This agreement constitutes the complete agreement between the parties except as to the original Developer Agreement entered into by the parties herein or their predecessors. It is the intent of the parties herein that this Addendum to Developer Agreement be supplemental and not in conflict with the Developer Agreement but where there is deemed to be a conflict between the terms of the Developer Agreement and this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the Developer and the City have executed or have caused this Addendum to Developer Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Addendum to Developer Agreement.

WITNESS:

CITY OF MARGATE, FLORIDA

By: _____
Mayor

By: _____
City Manager

DEVELOPER: BROWARD ASSOCIATES

Alec P. Courtelis

Donald L. Smith, Jr.

Approved as to Form:

Eugene M. Steinfeld, City Attorney

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

OFF REC 11858 PAGE 34

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY WHICH
CONSTITUTES THE SUBJECT MATTER OF THIS AGREEMENT

PARCEL 1 - LEGAL DESCRIPTION

A portion of Section 36, Township 48 South, Range 41 East, (being a portion of the Shopping Center Tract as shown on the plat of "MARGATE REALTY NO. 1", as recorded in Plat Book 42 at Page 42 of the Public Records of Broward County, Florida) and a portion of Section 31, Township 48 South, Range 42 East, and a portion of Block 94, "PALM BEACH FARMS", according to the plat thereof, as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, all being more particularly described as follows:

From the East 1/4 corner of said Section 36, run North along the East line of said Section 36 for 53.01 feet to the Point of Beginning of the parcel herein described; thence run North 88 degrees 44 minutes 58 seconds West along the Northerly Right-of-Way line of West Atlantic Boulevard for 2.23 feet; thence run North 1 degree 27 minutes 05 seconds East for 271.41 feet; thence run North 88 degrees 32 minutes 55 seconds West, at right angles to the last described course for 35.00 feet; thence run North 1 degree 27 minutes 05 seconds East for 90.00 feet; thence run North 88 degrees 32 minutes 55 seconds West for 240.00 feet; thence run North 1 degree 27 minutes 05 seconds East for 190.00 feet; thence run South 88 degrees 32 minutes 55 seconds East for 30.00 feet; thence run North 1 degree 27 minutes 05 seconds East for 54.00 feet; thence run South 88 degrees 32 minutes 55 seconds East for 400.00 feet; thence run North 72 degrees 49 minutes 27 seconds East for 77.65 feet to a point on the next described curve, said point bears South 40 degrees 03 minutes 00 seconds West from the centerpoint of said curve; thence run Easterly along said circular curve to the left having a radius of 320.00 feet and a central angle of 41 degrees 52 minutes 05 seconds for an arc distance of 233.84 feet to a Point of Tangency; thence run North 88 degrees 10 minutes 55 seconds East for 233.64 feet to a Point of Curvature; thence run Easterly along a circular curve to the left having a radius of 530.00 feet and a central angle of 10 degrees 10 minutes 49 seconds for an arc distance of 94.17 feet to a Point of Tangency; thence run North 78 degrees 00 minutes 06 seconds East for 230.51 feet to a Point of Curvature; thence run Southeasterly along a circular curve to the right having a radius of 570.00 feet and a central angle of 44 degrees 40 minutes 12 seconds for an arc distance of 444.39 feet to a point; (said last mentioned five courses being coincident with the Southerly line of a 60 foot access easement as recorded in Official Records Book 5594 at Page 275 of the Public Records of Broward County, Florida); thence run South 0 degrees 40 minutes 20 seconds West for 670.45 feet to a point on the next described curve, said point bearing North 11 degrees 58 minutes 11 seconds East from the radius point of said curve; thence run Westerly along said circular curve to the left having a radius of 5782.58 feet and a central angle of 10 degrees 43 minutes 09 seconds for an arc distance of 1081.83 feet to a Point of Tangency; thence run North 88 degrees 44 minutes 58 seconds West for 355.98 feet to the Point of Beginning, (said last mentioned two courses being coincident with the Northerly Right-of-Way line of West Atlantic Boulevard, as recorded in Official Records Book 4857 at Page 76 of the Public Records of Broward County, Florida), lying and being in the City of Margate, Broward County, Florida.

TOGETHER WITH:

PARCEL 3 - LEGAL DESCRIPTION

Lots 1, 2, 3 and 28, Block 4; all according to that certain plat of HAMMON HEIGHTS SECTION THREE as recorded in Plat Book 39 at Page 50 of the Public Records of Broward County, Florida.

TOGETHER WITH: NEXT PAGE

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

OFF REC 11858 PAGE 35

EXHIBIT "A" CONTINUED

PARCEL 4 - LEGAL DESCRIPTION

Lots "A" and "B", according to that certain plat of RESUBDIVISION OF LOT 32, BLOCK 3, HAMMON HEIGHTS SECTION THREE, as recorded in Plat Book 42 at Page 38, of the Public Records of Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

RETURN TO:
CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

OFF REC 11858 PAGE 36

73-116313

AGREEMENT
(Developer)

THIS AGREEMENT made and entered into this 20 day of 1973, by and between Alec P. Courtelis and Donald L. Smith, Jr., as to parcel A-1, and Alec P. Courtelis and Devcon Realty Corp., a Florida corporation, as to parcel A-2, hereinafter referred to as "developer", Barry Homes, Inc., a Florida corporation, Yates Construction Co., a Florida corporation, and First Atlantic Building Corp., a Florida corporation, as to parcels A-3, A-4 and A-5, respectively, hereinafter referred to as "vendees", and Margate Utility Authority, Inc., a Florida corporation, not for profit, hereinafter referred to as "service company";

WHEREAS, the developer's predecessor in interest, Samos, Inc. and Margate Utilities Corporation, individually, and as agent for service company, on September 11, 1970 entered into a water and sewer service agreement, which was amended by an amendment thereto dated September 7, 1971, which agreement provided for water and sewer service to some of the property which is the subject of this agreement and which agreement is superseded by this amended agreement;

WHEREAS, developer owns or has owned and controlled certain lands located in Broward County, Florida, the present descriptions and ownerships of which are set out on exhibits A-1, A-2, A-3, A-4 and A-5 attached hereto and made a part hereof, the said lands being referred to as parcels A-1, A-2, A-3, A-4 and A-5. The vendees at present own said parcels A-3, A-4 and A-5. All of the lands are hereinafter referred to as property and the developer and the vendees have developed, are developing, or about to develop the property by erecting thereon multi-family apartment buildings and commercial improvements, all in accordance with that master plan

RECORD & RETURN TO: Deutsch, Deutsch, Goldberg & Young 2881 E. Commercial Boulevard Fort Lauderdale, Florida 33308

73 JUN 5 AM 10:13 JACK WHEELER, COUNTY RECORDER

OR 5310 PAGE 295

This instrument prepared by:
Linton A. Lovett
Suite 221, Security Trust Bldg.
Miami Florida

prepared by Schwebke-Shiskin & Associates, Inc., Order No. 115163, dated July 17, 1972, designated exhibit B, which is incorporated herein by reference.

WHEREAS, in order to meet the financing and general requirements of certain private agencies and certain federal, state and local governmental agencies, such as, but not limited to, the State Board of Health, the Veterans Administration, the Federal Housing Administration, and private lending institutions, it is necessary that adequate water and sewage facilities and services be provided to serve the property and to serve the occupants of each residence, building, or unit constructed or located on the property; and,

WHEREAS, service company is willing to provide, in accordance with the provisions and stipulations hereinafter set out, central water and sewage facilities, and to thereafter operate such facilities so that the occupants of each residence, building, or unit constructed on the property will receive an adequate water supply and sewage disposal service from service company;

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, developer, vendees and service company hereby covenant and agree as follows:

1. The foregoing statements are true and correct.

2. This agreement and the agreement of even date herewith between the developer and Margate Associates, Ltd., shall supersede and replace those water and sewer service agreements between the developer and Margate Utilities Corporation dated September 11, 1970 and September 7, 1971, respectively.

3. The following definitions and references are given for the purposes of interpreting the terms as used in this agreement and apply unless the context indicates a different meaning:

(a) "Property" - all the land described in exhibits A-1,

BK 5310 PG 296

Order: 12137711 Page 2 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

A-2, A-3, A-4 and A-5, and all the land to which service company actually provides water or sewage service;

(b) "Stage Area" - refers to a part of the property which is being or is to be developed as a unit;

(c) "Lot or Tract" - each building site as platted for record or as shown on the master plan and plat;

(d) "Service" - the readiness and ability on the part of service company to furnish water or sewage service to each lot. Thus, the maintenance by service company of adequate pressure at the point of delivery shall constitute the rendering of water service, and the maintenance of a connection providing for the removal and disposal of sewage shall constitute the rendering of sewage service. Sewage service refers to sanitary sewer service;

(e) "Point of Delivery" - the point where the pipes or meters of service company are connected with the pipes of the consumer. Unless otherwise indicated, point of delivery shall be at a point on the consumer's lot line;

(f) "Consumer Installation" - all facilities on the consumer's side of the point of delivery;

(g) "Contribution in Aid of Construction" - the water distribution and sewage collection systems constructed by developer, which developer, and vendees convenant and agree to donate to service company as a contribution in aid of construction to induce service company to provide the water and sewage service to the property.

4. Developer and vendees hereby grant and give to service

5310 PAGE 297

Order: 12137711 Page 3 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

company, its successors and assigns, the exclusive right or privilege to construct, own, maintain, and operate the water and sewer facilities to serve the property; and the exclusive right or privilege to construct, own, maintain, and operate said facilities in, under, upon, over and across the present and future streets, roads, terraces, alleys, easements, reserved utility strips and utility sites, and any public place as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications, or grants made otherwise and independent of said record plats.

Developer and vendees hereby further agree that the foregoing grants include the necessary right of ingress and egress to maintain and service said facilities; that the foregoing grants shall be for such period of time as service company or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation or expansion of the water facility and the sewage facility. Service company covenants that it will use due diligence in ascertaining all easement locations; however, should service company install any of its facilities outside a dedicated easement area, developer and vendees and their successors and assigns covenant and agree that service company will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed.

Service company hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and the sewage industry with respect to the installation of all its water and sewage facilities in any of the easement areas; and that developer or vendees or their successors or assigns in granting easements herein, or pursuant to the terms of this instrument, shall have the right to grant

VOL 5310 PAGE 298

Order: 12137711 Page 4 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

exclusive or non-exclusive rights, privileges and easements to other persons, firms or corporations to provide to the property any utility services other than water service or sewage service.

Developer and vendees, as a further consideration of this agreement and in order to effectuate the foregoing grants to service company, hereby places the following covenant, as a covenant running with the land, upon the property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of service company as follows:

"Margate Utility Authority, Inc., or its successors, has the sole and exclusive right to provide all water and sewage facilities and services to the property described in exhibits A-1, A-2, A-3, A-4 and A-5 and to any property to which water or sewage service is actually rendered by service company. All occupants of any residence, building, unit or improvement erected or located on the property, and all subsequent or future owners or purchasers of the property, or any portion thereof, shall receive their water and sewage service from the aforesaid corporation, or its successors, and shall pay for the same in accordance with the terms, conditions, tenor and intent of this agreement, for so long as the aforesaid corporation, or its successors, provide such services, or either of them, to the property; and, all occupants of any residence, building, unit or improvement erected or located on the property, and all subsequent or future owners or purchasers of the property, or any portion thereof, agree by occupying any premises on the property or by recording any deed of conveyance with respect to the property that they will not construct, dig, build, or otherwise make available or use water service or sewage service from any source other than that provided by "service company". However, there is excluded from this restriction any water well or water

OFF. REC. 5310 PAGE 290

Order: 12137711 Page 5 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

source used solely and exclusively for the purpose of supplying water for air conditioning, swimming pools, fire protection, or irrigation on the property."

Further, in order to give an additional and supplementary notice to all the future owners of any of the property of the rights of service company to provide the property with water and sewage facilities and services and the developer and vendees hereby covenant and agree to have the above restrictive covenant included in the general subdivision restrictions and to place the same of record in the public records of the jurisdiction in which the property is located.

5. Upon the continued accomplishment of all of the prerequisites contained in this agreement to be performed by the developer and vendees, service company covenant and agree that it will connect the water distribution and sewage collection facilities installed by developer or vendees to the central water and sewage facilities of service company in accordance with the terms and intent of this agreement. Such connection shall at all times be in accordance with rules, regulations and orders of the Department of Health and Rehabilitative Services. Service company agrees that once it provides water and sewage services to the property and developer, vendees or others have connected consumer installations to its systems, that thereafter service company will continuously provide, at its cost and expense, but in accordance with the other provisions of this agreement, including rules and regulations and rate schedules, water service and sewage service to the property of adequate capacity to service the projected development shown upon exhibit B in a manner to conform with all generally accepted engineering requirements, that thereafter service company will continuously provide, at its cost and expense, but in accordance with

OR 5310 PAGE 300

Order: 12137711 Page 6 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

the other provisions of this agreement, including rules and regulations and rate schedules, water service and sewage service to the property in a manner to conform with all requirements of the State Board of Health, State Department of Pollution Control, and other governmental agencies having jurisdiction over the water supply and sewage disposal operations of service company.

6. It is the intention of the parties in entering into this agreement that the developer and vendees grant to service company the exclusive right and privilege to provide all the land set forth in exhibits A-1, A-2, A-3, A-4 and A-5 with water and sewage facilities and services with the exception of water for air conditioning, swimming pools, fire protection or irrigation as set out in paragraph 3 above.

7. To induce service company to provide the water treatment facilities and sanitary sewage treatment facility, and to provide continuously sewer and water services to the consumers located on the property, developer agrees to construct and contribute to service company those "off-site" facilities described in exhibit C-1 attached hereto, and developer and vendees agree to construct and contribute to service company all required "on-site" facilities exclusive, however, of all consumer installations. "On-site" facilities are defined in the service company's water and sewer extension policy which is incorporated herein by reference. "Consumer installation" is defined in paragraph 3 above.

Developer and vendees cause to be prepared engineering plans prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site water distribution system and sewage collection systems, which they respectively are obligated to construct, proposed to be installed to provide service to consumers within the subject property. De-

OR 5310 PAGE 301

Order: 12137711 Page 7 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

veloper and vendees shall cause their engineers to submit specifications governing the material to be used and the method and manner of installation. All such plans and specifications submitted to service company's engineer shall be subject to the approval of service company and no construction shall commence until service company has approved such plans and specifications in writing. Complete as-built plans shall be submitted to service company upon completion of construction. After the approval of plans and specifications, developer and vendees shall cause to be constructed, at their own cost and expense, the water distribution and complete sewage collection systems as shown on the plans and specifications. Such complete sewage collection system shall include any and all lift and/or pump stations on the property of developer and vendees, and for developer's or vendees' sole and exclusive use, required to transmit sanitary sewage to the treatment plant of service company.

Developer, vendees, and their transferees, assigns, and successors shall be required to pay the applicable charge (as set by service company from time to time) for water meters and meter installations of sufficient capacity for all single family residential, multi-family, mobile home, commercial installation or any other connection requiring a measuring device. A schedule of meter charges has been attached hereto and marked a schedule of exhibit D.

During the construction of the water distribution and sanitary sewage collection systems by developer and vendees, service company shall have the right to inspect such installation to determine the plans and specifications. Service company shall control the quality of the installation and further shall be entitled to perform standard tests for infiltration, exfiltration, line and grade and all other normal engineering tests to determine that the

Order: 12137711 Page 8 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

systems have been installed in accordance with the plans and specifications and good engineering practices. Developer agrees to pay to service company, or service company's authorized agent, the amount set forth in exhibit D to cover the cost of inspection of installations made by developer or developer's contractor.

By these presents, developer hereby transfer to service company title to all off-site and on-site water distribution and sewage collection systems, excluding consumers installations, installed by developer or developer's contractor, pursuant to the provisions of this agreement, and vendees hereby transfer to service company title to all water distribution and sewage collection systems, excluding consumers installations, installed by vendees or their contractors pursuant to this agreement. Such conveyance shall take effect without further action upon the acceptance by service company of the said installation. As further evidence of said transfer of title, and upon the completion of the installation and prior to the rendering of service by service company, developer shall convey to service company by bill of sale, in form satisfactory to service company's counsel, the complete off-site water distribution and sewage collection system as constructed by developer and approved by service company, and developer and vendees shall convey to service company by bill of sale satisfactory to service company's counsel, the complete on-site systems excluding consumer installations built pursuant to this agreement. Developer and vendees shall further grant to service company all easements and/or rights-of-way covering areas in which sewer and water lines are installed by recordable document in form satisfactory to service company's counsel. Developer and vendees shall also convey by warranty deed any and all lift station or pumping station sites forming an integral part of the sewage collection system. All conveyance of easements, rights-

BK 5310 PAGE 303

Order: 12137711 Page 9 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

of-way, or warranty deeds shall be accompanied by a title policy or attorney's opinion of title, satisfactory to service company, establishing developer's and vendees' rights to convey such easements, rights-of-way or warranty deeds and further evidencing service company's right to the continuous enjoyment of such easements, rights-of-way or warranty deed properties to the exclusion of any other person interest. The use of easements granted by developer and vendees shall include the use by other utilities so long as such uses by electric, telephone or gas utilities do not interfere with the use by service company. Service company agrees that the acceptance of the water distribution and sewage collection systems, installed by developer, for service, or by acceptance of the Bill of Sale or Warranty Deeds, shall constitute the assumption of responsibility by service company for the continuous operation and maintenance of such systems from that date forward. Mortgagee, if any, holding prior liens on such properties shall be required to release such liens, subordinate their position or join in the grant or dedication of the easements, rights-of-way or warranty deeds. All water distribution or sewage collection facilities, save and except consumer installations, shall be covered by easements, rights-of-way or warranty deeds.

8. Within a period of thirty (30) days after the execution of this contract, at the expense of developer, developer agrees to either deliver to service company an Abstract of Title brought up-to-date, which abstract shall be retained by service company, and remain the property of service company, or to furnish service company an opinion of title from a qualified attorney-at-law with respect to the property, which opinion shall include a current report on the status of the title setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants.

Order: 12137711 Page 10 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

The developer or vendees agree to provide service company, at the expense of developer or vendees, title insurance in connection with all warranty deed conveyances of lift station sites or easements covering areas in which water or sewer lines have been installed. The provisions of this paragraph are for the purpose of evidencing developer's and vendees' legal right to grant the exclusive rights of service contained in this agreement. Any mortgage or lien holder having an interest in the property shall be required to join in the grant of exclusive service rights set forth in this agreement.

9. The parties hereto recognize that prior to the time service company shall actually commence upon a program to carry out the terms and conditions of this agreement, service company must obtain approval from various state and local governmental authorities having jurisdiction and regulatory power over the construction, maintenance and operation of water and sewage facilities. If the property is not under franchise or certificate to others, then service company agrees that it will diligently and earnestly at its expense make the necessary and proper applications to all governmental authorities and will pursue the same to the end that it will use its best efforts to obtain such approvals. Applications for the approval of plans for developer's water distribution and sewage collection systems shall be forwarded by service company to the Department of Health and the Department of Pollution Control within ten days of the receipt of such plans from developer's engineer. Developer's and vendees' plans are at all times subject to the prior approval of service company. This agreement shall be filed for record with the Florida Public Service Commission upon its execution.

10. Developer and vendees agree with service company that

Order: 12137711
Doc: FLBROW:5310-00295
Page 11 of 58
Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM

all water facilities and sewer facilities used, useful or held for use in connection with providing water service and sewage service to the property, shall at all times remain in the sole, complete and exclusive ownership of service company, its successors and assigns, and any person or entity owning any part of the property or any residence, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water or sewage services to other persons or entities located within or beyond the limits of the property.

11. Developer and vendees, as a further and essential consideration of this agreement, agree that developer, or the successors and assigns of developer, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing water or sewage services to the property during the period of time service company, its successors and assigns, provide water or sewage services to the property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this agreement, service company shall have the sole and exclusive right and privilege to provide water and sewage services to the property and to the occupants of each residence, building or unit constructed thereon, excepting water for air conditioning, swimming pools, fire protection and irrigation as set out in paragraph 3.

12. Service company agrees that the rates to be charged to developer, vendees and individual consumers of water service and sewage service shall be those set forth in the tariff of service company approved by the Florida Public Service Commission. However, notwithstanding any provision in this agreement, service

Order: 12137711 Page 12 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

company, its successors or assigns, may establish, amend or revise from time to time in the future and enforce rates or rate schedules so established and enforced shall at all times be reasonable and subject to the regulation of the Public Service Commission, if applicable, or as may be provided by law. Rates charged to developer, vendees, or consumers located upon the property shall at all times be identical to rates charged, for the same classification of service, as are or may be in effect throughout the service area of service company.

Notwithstanding any provision in this agreement, service company may establish, amend or revise from time to time in the future and enforce rules and regulations covering both water service and sewage service to the property. However, all such rules and regulations so established by service company shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

Any such initial or future lower or increased rates, rate schedules, and rules and regulations established, amended, or revised and enforced by service company from time to time in the future, shall be binding upon developer; upon any person or other entity holding by, through or under developer; and upon any user or consumer of the water service and sewage service provided to the property by service company.

13. Developer, vendees, or any owner of any parcel of the property, or any occupant of any residence, building, or unit located thereon, shall not have the right to and shall not connect any consumer installation to the water or sewer facilities of service company until formal written application has been made to service company by the prospective user of water service and sewage service, or either of them, in accordance with the then effective

Order: 12137711 Page 13 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

rules and regulations of service company and approval for such connection has been granted.

Although the responsibility for connecting the consumer installation to the lines of service company at the point of delivery is that of the developer, vendees, or others than service company, with reference to such connections the parties agree as follows:

(a) All consumer installation connections must be inspected by service company before back filling and covering of any pipes;

(b) Notice to service company requesting an inspection of a consumer installation connection may be given by the plumber or developer and the inspection will be made within twenty-four (24) hours;

(c) If the developer or vendees do not comply with the foregoing inspection provisions, service company may refuse service to a connection that that has not been inspected until developer or vendees comply with these provisions.

The parties hereto further agree that the costs or expenses of constructing all consumer installations and all costs and expenses of operating, repairing and maintaining any consumer installation shall be that of developer, vendees or others than service company.

This agreement shall be binding upon and shall inure to the benefit of developer, vendees, service company and their respective transferees, assigns, successors in interest including corporate successors by merger, consolidation or conveyance.

14. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted

Order: 12137711 Page 14 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

by messenger, by mail or by telegram, and if to developer, shall be mailed or delivered to developer at:

1101 BRICKELL AVE
MIAMI, FLA. 33131

and, if to service company, shall be mailed or delivered to it at: 5845 MARGATE BLVD.
MARGATE, FLA.

and to the vendees as follows:

15. The rights, privileges, obligations and covenants of developer, vendees, and service company shall survive the completion of the work of developer and vendees with respect to completing the water and sewer facilities and services to any stage area and to the property as a whole.

16. This agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between developer and service company, and vendees and service company made with respect to the matters herein contained, and when duly executed, constitutes the agreement between developer and service company, and vendees and service company. No additions, alterations, or variations of the terms of this agreement shall be valid, nor can provisions of this agreement be waived by either party unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

This agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto.

In the event the service company or developer or vendees

OR 5310 PG 295

Order: 12137711 Page 15 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

are required to enforce this agreement by court proceedings or otherwise, by instituting suit or otherwise, then the service company or developer or vendees shall be entitled to recover all costs incurred, including reasonable attorney's fees.

IN WITNESS WHEREOF, developer, vendees and service company have executed or have caused this agreement, with the named exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this agreement.

Witnesses as to Service Co.:

MARGATE UTILITY AUTHORITY, INC.

By _____

Attest _____

Developers

Witnesses as to Developers:

DEVCON REALTY CORP.

By _____

Attest _____

_____ (Seal)
Alec P. Courtelis

_____ (seal)
Donald L. Smith, Jr.

Vendees

Witnesses as to Vendees:

BARRY HOMES, INC.

By _____

Attest _____

YATES CONSTRUCTION CO.

By _____

Attest _____

FIRST ATLANTIC BUILDING CORP.

By _____
Erland K. Horner, President

Attest _____
James E. Groh, Secretary

Order: 12137711 Page 16 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

NOTARY CERTIFICATES

STATE OF FLORIDA :
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this 20 day of April 1973, before me personally appeared John T. Pugsley, and Harold C. Morrison, respectively of Margate Utility Authority, Inc., a corporation under the laws of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation, such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

Mary Ann [illegible]
Notary Public, State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. [illegible]
GENERAL INSURANCE UNDERWRITERS, INC.

STATE OF FLORIDA :
COUNTY OF DADE :

I HEREBY CERTIFY that on this 27th day of December 1972, before me personally appeared Alec P. Courtelis and Donald L. Smith, Jr. to me known to be the persons who signed the foregoing instrument for the uses and purposes therein mentioned.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

Notary Public, State of Florida at Large
Notary Public, State of Florida at Large
My commission expires March 8, 1976

STATE OF FLORIDA :
COUNTY OF DADE :

I HEREBY CERTIFY that on this 29th day of December 1972, before me personally appeared Alec P. Courtelis, President and W. Douglas Pitts, Assistant Secretary, respectively of Devcon Realty Corp., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation, such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

Notary Public, State of Florida at Large
Notary Public, State of Florida at Large
My commission expires March 8, 1976

REC 5310 PG 295

Order: 12137711 Page 17 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

STATE OF FLORIDA :
COUNTY OF :

I HEREBY CERTIFY that on this 9th day of March 1973, before me personally appeared Sidney Waters and , respectively of Barry Homes, Inc., a corporation under the laws of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation, such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

Notary Public, State of Florida at Large
My Commission Expires Sept. 17, 1976
Bonded by American Fire & Casualty Co.

Mary Alice Floyd
Notary Public, State of Florida
at Large

STATE OF FLORIDA :
COUNTY OF :

I HEREBY CERTIFY that on this 13th day of March. 1973, before me personally appeared Alice M Yates and William H Yates, Jr , respectively of Yates Construction Co., a corporation under the laws of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation, such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

Mary Alice Floyd
Notary Public, State of Florida
at Large

Notary Public, State of Florida at Large
My Commission Expires Sept. 17, 1976
Bonded by American Fire & Casualty Co.

STATE OF FLORIDA :
COUNTY OF DADE :

I HEREBY CERTIFY that on this 29th day of October 1972, before me personally appeared Erland K. Horner, President and James E. Groh, Secretary , respectively of First Atlantic Building Corp., a corporation under the laws of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation, such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

Notary Public, State of Florida
at Large

Order: 12137711 Page 18 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

JOINDER BY MORTGAGEE

In consideration of the foregoing agreement by Margate Utility Authority, Inc. to provide water and sewer service to the lands described in Exhibit A-1 and A-2, Pompano Beach Bank and Trust Company, a Florida corporation as a mortgagee of the said lands joins in and consents to the foregoing agreement between its mortgagor Alec P. Courtelis and Louise H. Courtelis, his wife and Donald L. Smith, Jr. and Muriel Smith, his wife and Margate Utility Authority, Inc.

ATTEST:

ALBERT T. ELLIS, JR. SECRETARY
Vice Pres. & Cashier

WITNESSES:

POMPANO BEACH BANK & TRUST COMPANY

ROBERT H. CUNNINGHAM PRESIDENT
Vice President

(SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

I HEREBY CERTIFY that on this 13 day of Feb, 1973, before me personally appeared Robert H. Cunningham and Albert T. Ellis, Jr., respectively of Pompano Beach Bank and Trust Company, a corporation under the laws of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation, such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

My commission expires:

Notary Public
State of Florida at Large

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 12, 1974

REC 5310 PAGE 313

JOINDER BY MORTGAGEE

In consideration of the foregoing agreement by Margate Utility Authority, Inc. to provide water and sewer service to the lands described in exhibit A-1 and A-2 (Geraldine S. Walton, Administratrix of the Estate of W. Marion Walton, deceased, Elizabeth N. Banks, George P. Banks III, and Gordon R. Banks, as mortgagee of the said lands joins in and consents to the foregoing agreement between their mortgagor ALEC P. COURTELIS and DEVCON REALTY CORP. and Margate Utility Authority, Inc.

WITNESSES:

Mary Alice F. Floyd — Geraldine S. Walton
Geraldine S. Walton

Mary Alice F. Floyd — Elizabeth N. Banks
Elizabeth N. Banks

Mary Alice F. Floyd — George P. Banks III
George P. Banks III

Mary Alice F. Floyd — Gordon R. Banks
Gordon R. Banks

STATE OF FLORIDA :
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this 22 day of March, 1973, before me personally appeared Geraldine S. Walton, Elizabeth N. Banks, George P. Banks III and Gordon R. Banks, to me known to be the persons who signed the foregoing instrument for the uses and purposes therein mentioned.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

My commission expires:

Mary Alice F. Floyd
Notary Public
State of Florida at Large

Notary Public, State of Florida at Large
My Commission Expires Sept. 17, 1976
Bonded by American Fire & Casualty Co.

JOINDER BY MORTGAGEE

In consideration of the foregoing agreement by Margate Utility Authority, Inc. to provide water and sewer service to the lands described in Exhibits A-1 and A-2, Devcon International Corp., formerly Zinke-Smith, Inc. as a mortgagee of the said lands joins in and consents to the foregoing agreement between its mortgagor Alec P. Courtelis and Donald L. Smith, Jr. and Margate Utility Authority, Inc.

WITNESSES:

Wayne Seidel

L. Lyon Schneider

DEVCON INTERNATIONAL CORP.

Donald L. Smith, Jr.-President

ATTEST:

Alec P. Courtelis, Secretary

(SEAL)

STATE OF FLORIDA :
COUNTY OF DADE :

I HEREBY CERTIFY that on this 27th day of December, 1972, before me personally appeared Donald L. Smith, Jr., President and Alec P. Courtelis, Secretary, respectively of Devcon International Corp., a corporation under the laws of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation, such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

My commission expires:

Notary Public, State of Florida at Large
My commission expires March 8, 1976.

Wayne Seidel
Notary Public
State of Florida at Large

5310 PG 315

JOINDER BY MORTGAGEE

In consideration of the foregoing agreement by Margate Utility Authority, Inc. to provide water and sewer service to the lands described in Exhibits A-1 and A-2, Victor H. Semet and Florence R. Semet, his wife as mortgagees of the said lands join in and consent to the foregoing agreement between their mortgagor Alec P. Courtelis and Donald L. Smith, Jr. and Margate Utility Authority, Inc.

WITNESSES:

Betty Geyer

Mary Alice Floyd

Victor H. Semet

Florence R. Semet

STATE OF FLORIDA:
COUNTY OF BROWARD:

I HEREBY CERTIFY that on this 9th day of January, 1973, before me personally appeared Victor H. Semet and Florence R. Semet, his wife, to me known to be the persons who signed the foregoing instrument for the uses and purposes therein mentioned.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

My commission expires:

Mary Alice Floyd
Notary Public
State of Florida at Large

Notary Public, State of Florida at Large
My Commission Exp. Sept. 17, 1976
Bonded by American Fire & Casualty Co.

OFFICIAL RECORDS
BROWARD COUNTY, FLORIDA

PAGE 316

JOINDER BY MORTGAGEE

In consideration of the foregoing agreement by Margate Utility Authority, Inc. to provide water and sewer service to the lands described in Exhibit A-1, Chase Federal Savings and Loan Association, as a mortgagee of the said lands joins in and consents to the foregoing agreement between its mortgagor Alec P. Courtelis and Donald L. Smith, Jr. and Margate Utility Authority, Inc.

WITNESSES:

Ruth Turner

Mae R. Peterson

CHASE FEDERAL SAVINGS & LOAN ASSOC.

George W. Etheridge, Vice President

Patricia Albury

Patricia Albury

STATE OF FLORIDA :
COUNTY OF DADE :

I HEREBY CERTIFY that on this 27 day of March, 1973, before me personally appeared George W. Etheridge, Vice President and Patricia Albury, Assist. Secretary, respectively of Chase Federal Savings and Loan Association, a corporation under the laws of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation, such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at said County and State, the day and year last aforesaid.

My commission expires:

Doris G. Fricker
Notary Public
State of Florida at Large

Notary Public, State of Florida at Large
My Commission Expires Nov. 22, 1974

OFF. REC. 5310 PAGE 317

EXHIBITS
A-1, A-2, A-3, A-4 and A-5
List of Properties and Owners

A-1 - - Alec P. Courtelis and Donald L. Smith, Jr., doing business as Broward Associates

A-2 - - Alec P. Courtelis and Devcon Realty Corporation, doing business as Z. S. C.

A-3 - - Barry Homes, Inc.

A-4 - - Yates Construction Company

A-5 - - First Atlantic Building Corporation

Order: 12137711
Doc: FLBROW:5310-00295

Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM

PARCEL A-1

A portion of Section 36, Township 48 South, Range 41 East, and a portion of Section 31, Township 48 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

Lot "A", Block 1; the East 100.00 feet of Lot 1, Block 3; Lots 1, 2, 3 and 28, Block 4; all according to that certain plat of HAMMON HEIGHTS SECTION THREE as recorded in Plat Book 39 at Page 50 of the Public Records of Broward County, Florida.

TOGETHER WITH:

Lots "A" and "B", according to that certain plat of RESUBDIVISION OF LOT 32, BLOCK 3, HAMMON HEIGHTS SECTION THREE, as recorded in Plat Book 42 at Page 38, of the Public Records of Broward County, Florida.

AND ALSO TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

Begin at the East 1/4 corner of Section 36, Township 48 South, Range 41 East and run North, along the East line of the Northeast 1/4 of said Section 36 for 35.01 feet; thence run North 88 degrees 44 minutes 58 seconds West along a line parallel with and 35 feet North of, as measured at right angles to, the South line of the said Northeast 1/ 4 of Section 36 for 1077.05 feet; thence run North 0 degrees 36 minutes 05 seconds West, along the Easterly Right-of-Way line of State Road No. 7, for 852.31 feet to a Point of Curvature; thence run Northerly along a circular curve to the right having a radius of 1382.75 feet and a central angle of 4 degrees 22 minutes 10 seconds for an arc distance of 105.45 feet to a point on said curve; thence run South 88 degrees 32 minutes 55 seconds East for 1083.17 feet to the East line of the aforesaid Northeast 1/4 of Section 36 (said last four courses being coincident with the boundary of that certain tract designated as "Shopping Center" on the plat of MARGATE REALTY NO. ONE as recorded in Plat Book 42 at Page 42 of the Public Records of Broward County, Florida); thence run South 88 degrees 44 minutes 58 seconds East for 359.23 feet; thence run South 2 degrees 41 minutes 39 seconds West for 24.25 feet; thence run West for 42.00 feet; thence run South 3 degrees 58 minutes 58 seconds West for 158.38 feet; thence run South 17 degrees 10 minutes 33 seconds East for 115.13 feet; thence run North 88 degrees 10 minutes 55 seconds East for 504.25 feet; thence run North 9 degrees 27 minutes 44 seconds East for 60.83 feet; thence run South 86 degrees 19 minutes 12 seconds East for 483.00 feet; thence run North 21 degrees 48 minutes 06 seconds East for 43.08 feet; thence run North 86 degrees 01 minutes 40 seconds East for 88.25 feet; thence run South 0 degrees 40 minutes 20 seconds West for 858.96 feet; thence run South 11 degrees 58 minutes 11 seconds West, radial to the next described curve for 53.00 feet;thence run Westerly, along a circular curve to the left having a radius of 5729.58 feet and a central angle of 10 degrees 43 minutes 09 seconds for an arc distance of 1071.92 feet to a Point of Tangency; thence run North 88 degrees 44 minutes 48 seconds West along the Easterly prolongation of the South line of the Northeast 1/4 of the aforesaid Section 36 for 354.82 feet to the Point of Beginning, lying and being in the City of Margate, Broward County, Florida.

5310 PG 319

PARCEL A-2

A portion of Block 94, "PALM BEACH FARMS COMPANY SUBDIVISION" according to the plat thereof as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, lying in Section 31, Township 48 South, Range 42 East, being more particularly described as follows:

Begin at the East 1/4 corner of Section 36, Township 48 South, Range 41 East and run South 88 degrees 44 minutes 58 seconds East along the Easterly prolongation of the South line of the Northeast 1/4 of said Section 36 for 354.82 feet to a Point of Curvature; thence run Southeasterly along a circular curve to the right having a radius of 5729.58 feet and a central angle of 15 degrees 30 minutes 00 seconds for an arc distance of 1550.00 feet to a Point of Tangency; thence run South 73 degrees 14 minutes 58 seconds East for 328.88 feet to the East line of Tract 25 of the aforesaid Block 94 of said plat of PALM BEACH FARMS COMPANY SUBDIVISION; thence run South 0 degrees 40 minutes 20 seconds West along said Tract line for 1504.67 feet to the Northerly Right-of-Way line of the Pompano Canal; thence run South 89 degrees 52 minutes 55 seconds West along the said Northerly Right-of-Way line of the Pompano Canal for 2150.61 feet; thence run North, along the West line of Section 31, Township 48 South, Range 42 East for 1653.35 feet to the Point of Beginning, less and excepting therefrom the heretofore dedicated Right-of-Way for a 70 foot canal across the aforedescribed property, lying and being in the City of Margate, Broward County, Florida, subject to dedicated road Rights-of-Way within said property.

TOGETHER WITH

A portion of Block 94, PALM BEACH FARMS COMPANY'S SUBDIVISION according to the plat thereof as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, lying in Section 31, Township 48 South, Range 42 East, being more particularly described as follows:

Commence at the East 1/4 corner of Section 36, Township 48 South, Range 41 East; thence run North, along the West line of Section 31, Township 48 South, Range 42 East for 988.71 feet to the Point of Beginning of the parcel hereinafter described; thence run North, continuing along the West line of said Section 31 for 1720.62 feet to a point that is 584.00 feet South of the Northwest corner of said Section 31; thence run North 89 degrees 49 minutes 20 seconds East parallel with the Southerly Right-of-Way line of Hammondville Road, for 773.90 feet; thence run North 2 degrees 14 minutes 10 seconds West, for 534.35 feet; thence run North 89 degrees 49 minutes 20 seconds East, along the Southerly Right-of-Way line of Hammondville Road for 1485.04 feet to a point on the East line of Tract 4 of the aforementioned Block 94 (Palm Beach Farms); thence run South 0 degrees 40 minutes 20 seconds West along said Tract line for 520.32 feet; thence run South 89 degrees 20 minutes 40 seconds East, along the South line of Tract 3 said Block 94 for 90.00 feet; thence run South 0 degrees 40 minutes 20 seconds West, along the East line of the West 60 feet of Tracts 8, 11, 16 and 21 of the aforesaid Block 94, for 2701.53 feet; thence run North 89 degrees 20 minutes 10 seconds West along the South line of said Tract 21 for 90.00 feet; thence run South 0 degrees 40 minutes 20 seconds West along the East line of Tract 25 of said Block 94 for 372.94 feet; thence run North 73 degrees 14 minutes 58 seconds West for 328.88 feet to a Point of Curvature; thence run Northwesterly along a circular curve to the left having a radius of 5729.58 feet and a central angle of 4 degrees

OFF 5310 PAGE 320

46 minutes 51 seconds for an arc distance of 478.08 feet; thence run North 11 degrees 58 minutes 11 seconds East radial to said curve for 53.00 feet; thence run North 0 degrees 40 minutes 20 seconds East for 858.94 feet; thence run South 86 degrees 01 minutes 40 seconds West for 88.25 feet; thence run South 21 degrees 48 minutes 06 seconds West for 43.08 feet; thence run North 86 degrees 19 minutes 12 seconds West for 483.00 feet; thence run South 9 degrees 27 minutes 44 seconds West for 60.83 feet; thence run South 88 degrees 10 minutes 55 seconds West for 504.25 feet; thence run North 17 degrees 10 minutes 33 seconds West for 115.13 feet; thence run North 3 degrees 58 minutes 58 seconds East for 158.38 feet; thence run East for 42.00 feet; thence run North 2 degrees 41 minutes 39 seconds East for 24.25 feet; thence run North 88 degrees 44 minutes 58 seconds West for 339.23 feet to the Point of Beginning, less and excepting therefrom the heretofore dedicated Right-of-Way for a 70 foot canal across the aforedescribed property, and less the existing lake within the aforedescribed property, lying and being in the City of Margate, Broward County, Florida, subject to dedicated road Rights-of-Way within said property.

TOGETHER WITH

That portion of Tract 3, Block 94, "PALM BEACH FARMS CO. SUBDIVISION" according to the plat thereof recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, that lies South of Hammondville Road; less the East 900 feet thereof; less the South 350 feet thereof; and less the West 10 feet thereof, lying and being in the City of Margate, Broward County, Florida.

TOGETHER WITH:

All that part of Tracts 8, 11, 16 and 21 in Block 94 of "PALM BEACH FARMS CO. SUBDIVISION" according to the plat thereof recorded in Plat Book 2 at Page 54 of the Public Records of Pam Beach County, Florida, that lies West of the East boundary of the City of Margate, Florida; less the West 60 feet thereof; and less the North 612 feet thereof, lying and being in the City of Margate, Broward County, Florida.

TOGETHER WITH:

All that part of Tract 32, Block 94, of "PALM BEACH FARMS CO. SUBDIVISION" according to the plat thereof recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, that lies West of the East boundary of the City of Margate, Florida, and North of Canal C-14; less the West 10 feet thereof, lying and being in the City of Margate, Broward County, Florida.

PORTION OF PROPERTY WITHIN CITY OF COCONUT CREEK:

All that part of Tracts 8, 11, 16 and 21 in Block 94 of "PALM BEACH FARMS CO. SUBDIVISION" according to the plat thereof as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, that lies East of the West boundary of the City of Coconut Creek, Florida; less the North 612 feet thereof; lying and being in the City of Coconut Creek, Broward County, Florida.

TOGETHER WITH:

All that part of Tract 31 in Block 94 of "PALM BEACH FARMS CO. SUBDIVISION" according to the plat thereof as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, that lies East of the West boundary of the City of Coconut Creek, Florida, and North of Canal C-14; lying and being in the City of Coconut Creek, Broward County, Florida.

OR 5310 PG 0295

TOGETHER WITH

PARCEL "A"

The West 10 feet of that portion of the North 200 feet of Tract 3, Block 94, PALM BEACH FARMS COMPANY SUBDIVISION, as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, that lies South of the Right-of-Way for Hammondville Road (State Road No. 814), lying and being in Broward County, Florida.

PARCEL "B"

The West 10 feet of the South 350 feet of the North 550 feet of Tract 3, Block 94, PALM BEACH FARMS COMPANY SUBDIVISION as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, lying and being in Broward County, Florida.

PARCEL "C"

The West 10 feet of Tract 3, Block 94, PALM BEACH FARMS COMPANY SUBDIVISION, as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, less the North 550 feet thereof; lying and being in Broward County, Florida.

PARCEL "D"

The West 10 feet of Tracts 8, 11, 13,21, and the road reservations lying between said Tracts, Block 94, PALM BEACH FARMS COMPANY SUBDIVISION, as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, lying and being in Broward County, Florida.

PARCEL "E"

The East 50 feet of the West 60 feet of Tracts 8, 11, 13, 21 and the road reservations lying between said Tracts, Block 94, PALM BEACH FARMS COMPANY SUBDIVISION, as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, lying and being in Broward County, Florida.

PARCEL "F"

The West 10 feet of that portion of Tract 32 and the road reservation adjacent to said Tract , Block 94, PALM BEACH FARMS COMPANY SUBDIVISION, as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, that lies North of the Right-of-Way for the Pompano Canal (C-14), lying and being in Broward County, Florida.

LESS AND EXCEPTING THEREFROM

THE FOLLOWING DESCRIBED PARCELS:

(NUMBERED 1-5)

REC 5310 PAGE 322

#1. A portion of Tracts 25 and 33, Block 94, according to the plat of PALM BEACH FARMS, as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, lying in the Southwest 1/4 of Section 31, Township 48 South, Range 42 East, and being more particularly described as follows:

Commence at the East 1/4 corner of Section 36, Township 48 South, Range 41 East; thence due South along the West line of the Southwest 1/4 of the aforesaid Section 31, for 250.06 feet; thence South 88 degrees 44 minutes 58 seconds East along a line parallel with and 250.00 feet South of, as measured at right angles to, the Easterly prolongation of the centerline of Lyons Boulevard as shown on the plat of HAMMON HEIGHTS, recorded in Plat Book 39 at Page 50 of the Public Records of Broward County, Florida for 349.36 feet to a Point of Curavture; thence Easterly along a circular curve to the right having a radius of 5479.58 feet, a central angle of 14 degrees 50 minutes 32 seconds for an arc distance of 1419.46 feet to the Point of Beginning of a parcel of land hereinafter described (said point bearing North 16 degrees 05 minutes 34 seconds East from the center point of the last described curve); thence continue along the Easterly prolongation of the last described curve having a radius of 5479.58 feet through a central angle of 0 degrees 36 minutes 22 seconds for an arc distance of 57.97 feet to a point on said curve, said point bearing North 16 degrees 41 minutes 56 seconds East form the center point of said curve; thence North 0 degrees 40 minutes 20 seconds East along a line parallel with the East line of the aforesaid Tracts 25 and 33 for 204.67 feet to a Point on a curve, said Point bearing North 16 degrees 07 minutes 43 seconds East form the center point of the next described curve; thence Easterly along a circular curve to the right having a radius of 5676.58 feet, a central angle of 0 degrees 37 minutes 19 seconds for an arc distance 61.62 feet to the Point of Tangency; thence South 73 degrees 14 minutes 58 seconds East for 94.38 feet; thence South 0 degrees 40 minutes 20 seconds West for 329.10 feet; thence South 89 degrees 19 minutes 40 seconds East at right angles to the last described course for 170.00 feet; thence South 0 degrees 40 minutes 20 seconds West along a line parallel with and 70.00 feet West of as measured at right angles to the East line of said Tracts 25 and 33 for 990.55 feet (said last three courses being coincident with the Westerly boundary of a 70 foot canal Right-of-Way); thence South 89 degrees 52 minutes 55 seconds West along the North Right-of-Way line of the Pompano Canal for 375.03 feet; thence North 0 degrees 40 minutes 20 seconds East for 1178.75 feet to the Point of Beginning, lying and being in Broward County, Florida, containing 10.00 acres more or less. Subject to restrictions, reservations, and easements of record.

#2.
A portion of Block 94, "PALM BEACH FARMS" as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, of Section 31, Township 48 South, Range 42 East, being more particularly described as follows:

From the East 1/4 corner of Section 36, Township 48 South, Range 41 East, run South along the West line of Section 31, Township 48 South, Range 42 East for 53.01 feet to a point on the South Right-of-Way line of West Atlantic Boulevard; thence South 88 degrees 44 minutes 58 seconds East for 353.66 feet to a Point of Curvature; thence Southeasterly along a circular curve to the right having a radius of 5676.58 feet and a central angle of 11 degrees 35 minutes 52 seconds for an arc distance of 1149.05 feet to the Point of Beginning of the following described parcel of land; thence continue Southeasterly along said curve having a radius of 5676.58 feet and a central angle of 3 degrees 16 minutes 49 seconds for an arc distance of 324.99 feet, (said last mentioned three courses being coincident with the South Right-of-Way line of West Atlantic Boulevard); thence South 0 degrees 40 minutes 20 seconds West for 204.67 feet to a point on a curve, said point bears North 16 degrees 41 minutes 56 seconds East from the centerpoint of the next described curve; then Northwesterly along a circular curve to the left having a radius of 5479.58 feet and a central angle of 3 degrees 24 minutes 21 seconds for an arc distance of 325.73 feet; thence North 0 degrees 40 minutes 20 seconds East for 201.70 feet to the Point of Beginning, all lying and being in the City of Margate, Broward County, Florida, containing 1.47 acres more or less.

REC 5310 PAGE 323

#3. A portion of Tracts 25, 33, 34 and 35, Block 94, according to the plat of PALM BEACH FARMS, as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, lying in the Southwest 1/4 of Section 31, Township 48 South, Range 42 East and being more particularly described as follows:

Commence at the East 1/4 corner of Section 36, Township 48 South, Range 41 East; thence due South along the West line of the Southwest 1/4 of the aforesaid Section 31, for 250.06 feet; thence South 88 degrees 44 minutes 58 seconds East along a line parallel with and 250.00 feet South of, as measured at right angles to the Easterly prolongation of the centerline of Lyons Boulevard as shown on the plat of HARMON HEIGHTS recorded in Plat Book 39, page 50 of the Public Records of Broward County, Florida, for 349.36 feet to a Point of Curvature; thence Easterly along a circular curve to the right having a radius of 5479.58 feet, a central angle of 12 degrees 02 minutes 33 seconds for an arc distance of 1155.17 feet to the Point of Beginning of a parcel of land hereinafter described, said point bearing North 13 degrees 17 minutes 35 seconds East from the center point of the last described curve; thence continue along the Easterly prolongation of the last described curve having a radius of 5479.58 feet through a central angle of 2 degrees 47 minutes 59 seconds for an arc distance of 266.96 feet to a point on said curve, said point bearing North 16 degrees 05 minutes 34 seconds East form the center point of the last described curve; thence South 0 degrees 40 minutes 20 seconds West along a line parallel with the East line of the aforesaid Tracts 25 and 33 for 1178.75 feet; thence South 89 degrees 52 minutes 55 seconds West along the North Right-of-Way line of the Pompano Canal for 259.78 feet; thence North 0 degrees 40 minutes 20 seconds East for 1247.20 feet to the Point of Beginning, lying and being in Broward County, Florida, containing 7.24 acres more or less. Subject to restrictions, reservations, and easements of record.

LEGAL DESCRIPTION

#4. A portion of Block 94, "PALM BEACH FARMS" according to the plat thereof as recorded in Plat Bood 2 at Page 54 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

From the East 1/4 corner of Section 36, Township 48 South, Range 41 East run due South along the West line of the Southwest 1/4 of Section 31, Township 48 South, Range 42 East for 250.06 feet to the Point of Beginning of the parcel of land hereinafter described; thence run South 88 degrees 44 minutes 58 seconds East for 349.36 feet to a Point of Curvature; thence run Southeasterly along a circular curve to the right having a radius of 5479.58 feet and a central angle of 2 degrees 18 minutes 26 seconds for an arc distance of 220.66 feet; thence run North 3 degrees 33 minutes 28 seconds East along a line radial to the last described curve for 197 feet; thence run Southeasterly along a circular curve to the right having a radius of 5676.58 feet and a central angle of 4 degrees 02 minutes 14 seconds for an arc distance of 400.00 feet; thence run South 7 degrees 35 minutes 42 seconds West along a line radial to the last described curve for 197 feet; thence run Southeasterly along a circular curve to the right having a radius of 5479.58 feet and a central angle of 5 degrees 41 minutes 53 seconds for an arc distance of 544.94 feet; thence run South 0 degrees 40 minutes 20 seconds West for 1247.20 feet to a point on the Northerly Right-of-Way line of the Pompano Canal; thence run South 89 degrees 52 minutes 55 seconds West along the North Right-of-Way line of the Pompano Canal for 1475.00 feet; thence run due North along the West line of the Southwest 1/4 of Section 31, Township 48 South, Range 42 East, for 1403.29 feet to the Point of Beginning all lying and being in Broward County, Florida, containing 47.90 Acres more or less.

BK 5310 PG 324

LEGAL DESCRIPTION

#5 A portion of Tracts 11, 12, 15, 16, 21, 22 and 25 of Block 94, PALM BEACH FARMS COMPANY SUBDIVISION as recorded in Plat Book 2, Page 54, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commence at the East 1/4 corner of Section 36, Township 48 South, Range 41 East and run South 88 degrees 44 minutes 58 seconds East along the Easterly prolongation of the South line of the Northeast 1/4 of said Section 36 for 354.82 feet; to a Point of Curvature; thence run Southeasterly along a circular curve to the right, having a radius of 5729.58 feet, a central angle of 15 degrees 30 minutes 00 seconds and an arc distance of 1550.00 feet of a Point of Tangency; thence run South 73 degrees 14 minutes 58 seconds East for 151.96 feet to a Point of Intersection with the Easterly line of a heretofore dedicated 70 foot Canal Right-of-Way; thence run North 0 degrees 40 minutes 20 seconds East for 55.16 feet to the Point of Beginning; thence continue North 0 degrees 40 minutes 20 seconds East along the Easterly Right-of-Way of said canal for 754.5 feet more or less to a point on the Southerly water's edge of an existing lake; thence meander Easterly for 47 feet more or less; thence Northerly for 120 feet more or less; thence run Northwesterly for 116 feet more or less; thence Northeasterly for 198 feet more or less; thence Northerly for 196 feet more or less; thence Northerly for 108 feet more or less; thence Northwesterly 100 feet more or less; thence Northerly for 203 feet more or less (these last mentioned eight courses being coincident with the edge of water of the aforementioned lake); thence run North 89 degrees 19 minutes 40 seconds East for 192.7 feet more or less to a point on the West Right-of-Way line of Banks Road; thence run South 0 degrees 40 minutes 20 seconds West for 981.18 feet to a Point of Curvature; thence run Southwesterly along a circular curve to the right, having a radius of 960.00 feet, a central angle of 15 degrees 44 minutes 26 seconds and an arc distance of 263.74 feet to a Point of Reverse Curvature; thence run Southeasterly along a circular curve to the left having a radius of 1040.00 feet, a central angle of 15 degrees 44 minutes 26 seconds and an arc distance of 285.71 feet to a Point of Tangency; thence run South 0 degrees 40 minutes 20 seconds West for 277.36 feet to a Point of Curvature; thence run Southwesterly along a circular curve to the right having a radius of 25.00 feet, a central angle of 106 degrees 04 minutes 42 seconds and an arc distance of 46.28 feet to a Point of Tangency; thence run North 73 degrees 14 minutes 58 seconds West for 117.68 feet to the Point of beginning, lying and being in the City of Margate, Broward County, Florida.

The above described property contains 7.38 ± acres more or less, situate, lying and being in Section 31-Township 48 South-Range 42 East, Broward County, Fla.

OFF 5310 PAGE 325

PARCEL A-3

A portion of Tracts 25 and 33, Block 94, according to the plat of PALM BEACH FARMS, as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, lying in the Southwest 1/4 of Section 31, Township 48 South, Range 42 East, and being more particularly described as follows:

Commence at the East 1/4 corner of Section 36, Township 48 South, Range 41 East; thence due South along the West line of the Southwest 1/4 of the aforesaid Section 31, for 250.06 feet; thence South 88 degrees 44 minutes 58 seconds East along a line parallel with and 250.00 feet South of, as measured at right angles to, the Easterly prolongation of the centerline of Lyons Boulevard as shown on the plat of HAMPTON HEIGHTS, recorded in Plat Book 39 at Page 50 of the Public Records of Broward County, Florida for 349.36 feet to a Point of Curavture; thence Easterly along a circular curve to the right having a radius of 5479.58 feet, a central angle of 14 degrees 50 minutes 32 seconds for an arc distance of 1419.46 feet to the Point of Beginning of a parcel of land hereinafter described (said point bearing North 16 degrees 05 minutes 34 seconds East from the center point of the last described curve); thence continue along the Easterly prolongation of the last described curve having a radius of 5479.58 feet through a central angle of 0 degrees 36 minutes 22 seconds for an arc distance of 57.97 feet to a point on said curve, said point bearing North 16 degrees 41 minutes 56 seconds East form the center point of said curve; thence North 0 degrees 40 minutes 20 seconds East along a line parallel with the East line of the aforesaid Tracts 25 and 33 for 204.67 feet to a Point on a curve, said Point bearing North 16 degrees 07 minutes 43 seconds East form the center point of the next described curve; thence Easterly along a circular curve to the right having a radius of 5676.58 feet, a central angle of 0 degrees 37 minutes 19 seconds for an arc distance 61.62 feet to the Point of Tangency; thence South 73 degrees 14 minutes 56 seconds East for 94.38 feet; thence South 0 degrees 40 minutes 20 seconds West for 329.10 feet; thence South 89 degrees 19 minutes 40 seconds East at right angles to the last described course for 170.00 feet; thence South 0 degrees 40 minutes 20 seconds West along a line parallel with and 70.00 feet West of as measured at right angles to the East line of said Tracts 25 and 33 for 990.55 feet (said last three courses being coincident with the Westerly boundary of a 70 foot canal Right-of-Way); thence South 89 degrees 52 minutes 55 seconds West along the North Right-of-Way line of the Pompano Canal for 375.83 feet; thence North 0 degrees 40 minutes 20 seconds East for 1170.75 feet to the Point of Beginning, lying and being in Broward County, Florida, containing 10.00 acres more or less. Subject to restrictions, reservations, and easements of record.

TOGETHER WITH

A portion of Block 94, "PALM BEACH FARMS" as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, of Section 31, Township 48 South, Range 42 East, being more particularly described as follows:

From the East 1/4 corner of Section 36, Township 48 South, Range 41 East, run South along the West line of Section 31, Township 48 South, Range 42 East for 53.01 feet to a point on the South Right-of-Way line of West Atlantic Boulevard; thence South 88 degrees 44 minutes 58 seconds East for 353.65 feet to a Point of Curvature; thence Southeasterly along a circular curve to the right having a radius of 5676.58 feet and a central angle of 11 degrees 35 minutes 52 seconds for an arc distance of 1149.05 feet to the Point of Beginning of the following described parcel of land; thence continue Southeasterly along said curve having a radius of 5676.58 feet and a central angle of 3 degrees 16 minutes 49 seconds for an arc distance of 324.99 feet, (said last mentioned three courses being coincident with the South Right-of-Way line of West Atlantic Boulevard); thence South 0 degrees 40 minutes 20 seconds West for 204.67 feet to a point on a curve, said point bears North 16 degrees 41 minutes 56 seconds East from the centerpoint of the next described curve; then Northwesterly along a circular curve to the left having a radius of 5479.58 feet and a central angle of 3 degrees 24 minutes 21 seconds for an arc distance of 325.73 feet; thence North 0 degrees 40 minutes 20 seconds East for 201.70 feet to the Point of Beginning, all lying and being in the City of Margate, Broward County, Florida, containing 1.47 acres more or less.

OFF REC 5310 PAGE 326

TOGETHER WITH

A portion of Tracts 25, 33, 34 and 35, Block 94, according to the plat of PALM BEACH FARMS, as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, lying in the Southwest 1/4 of Section 31, Township 48 South, Range 42 East and being more particularly described as follows:

Commence at the East 1/4 corner of Section 36, Township 48 South, Range 41 East; thence due South along the West line of the Southwest 1/4 of the aforesaid Section 31, for 250.06 feet; thence South 88 degrees 44 minutes 58 seconds East along a line parallel with and 250.00 feet South of, as measured at right angles to the Easterly prolongation of the centerline of Lyons Boulevard as shown on the plat of HAMMON HEIGHTS recorded in Plat Book 39, page 50 of the Public Records of Broward County, Florida, for 349.36 feet to a Point of Curvature; thence Easterly along a circular curve to the right having a radius of 5479.58 feet, a central angle of 12 degrees 02 minutes 33 seconds for an arc distance of 1155.17 feet to the Point of Beginning of a parcel of land hereinafter described, said point bearing North 13 degrees 17 minutes 35 seconds East from the center point of the last described curve; thence continue along the Easterly prolongation of the last described curve having a radius of 5479.58 feet through a central angle of 2 degrees 47 minutes 59 seconds for an arc distance of 266.96 feet to a point on said curve, said point bearing North 16 degrees 05 minutes 34 seconds East form the center point of the last described curve; thence South 0 degrees 40 minutes 20 seconds West along a line parallel with the East line of the aforesaid Tracts 25 and 33 for 1176.75 feet; thence South 89 degrees 52 minutes 55 seconds West along the North Right-of-Way line of the Pompano Canal for 259.78 feet; thence North 0 degrees 40 minutes 20 seconds East for 1267.20 feet to the Point of Beginning, lying and being in Broward County, Florida, containing 7.24 acres more or less. Subject to restrictions, reservations, and easements of record.

REC 5310 PAGE 327

PARCEL A-4

LEGAL DESCRIPTION

A portion of Tracts 11, 12, 15, 16, 21, 22 and 25 of Block 94, PALM BEACH FARMS COMPANY SUBDIVISION as recorded in Plat Book 2, Page 54, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commence at the East 1/4 corner of Section 36, Township 48 South, Range 41 East and run South 88 degrees 44 minutes 58 seconds East along the Easterly prolongation of the South line of the Northeast 1/4 of said Section 36 for 354.82 feet; to a Point of Curvature; thence run Southeasterly along a circular curve to the right, having a radius of 5729.58 feet, a central angle of 15 degrees 30 minutes 00 seconds and an arc distance of 1550.00 feet of a Point of Tangency; thence run South 73 degrees 14 minutes 58 seconds East for 151.96 feet to a Point of Intersection with the Easterly line of a heretofore dedicated 70 foot Canal Right-of-Way; thence run North 0 degrees 40 minutes 20 seconds East for 55.16 feet to the Point of Beginning; thence continue North 0 degrees 40 minutes 20 seconds East along the Easterly Right-of-Way of said canal for 754.5 feet more or less to a point on the Southerly water's edge of an existing lake; thence meander Easterly for 47 feet more or less; thence Northerly for 120 feet more or less; thence run Northwesterly for 116 feet more or less; thence Northeasterly for 198 feet more or less; thence Northerly for 196 feet more or less; thence Northerly for 108 feet more or less; thence Northwesterly 100 feet more or less; thence Northerly for 203 feet more or less (these last mentioned eight courses being coincident with the edge of water of the aforementioned lake); thence run North 89 degrees 19 minutes 40 seconds East for 192.7 feet more or less to a point on the West Right-of-Way line of Banks Road; thence run South 0 degrees 40 minutes 20 seconds West for 981.18 feet to a Point of Curvature; thence run Southwesterly along a circular curve to the right, having a radius of 960.00 feet, a central angle of 15 degrees 44 minutes 26 seconds and an arc distance of 263.74 feet to a Point of Reverse Curvature; thence run Southeasterly along a circular curve to the left having a radius of 1040.00 feet, a central angle of 15 degrees 44 minutes 26 seconds and an arc distance of 285.71 feet to a Point of Tangency; thence run South 0 degrees 40 minutes 20 seconds West for 277.36 feet to a Point of Curvature; thence run Southwesterly along a circular curve to the right having a radius of 25.00 feet, a central angle of 106 degrees 04 minutes 42 seconds and an arc distance of 46.28 feet to a Point of Tangency; thence run North 73 degrees 14 minutes 58 seconds West for 117.68 feet to the Point of beginning, lying and being in the City of Margate, Broward County, Florida.

The above described property contains 7.38 ± acres more or less, situate, lying and being in Section 31-Township 48 South-Range 42 East, Broward County, Fla.

OFF 5310 PAGE 328

PARCEL A-5

LEGAL DESCRIPTION

A portion of Block 94, "PALM BEACH FARMS" according to the plat thereof as recorded in Plat Bood 2 at Page 54 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

From the East 1/4 corner of Section 36, Township 48 South, Range 41 East run due South along the West line of the Southwest 1/4 of Section 31, Township 48 South, Range 42 East for 250.06 feet to the Point of Beginning of the parcel of land hereinafter described; thence run South 88 degrees 44 minutes 58 seconds East for 349.36 feet to a Point of Curvature; thence run Southeasterly along a circular curve to the right having a radius of 5479.58 feet and a central angle of 2 degrees 18 minutes 26 seconds for an arc distance of 220.66 feet; thence run North 3 degrees 33 minutes 28 seconds East along a line radial to the last described curve for 197 feet; thence run Southeasterly along a circular curve to the right having a radius of 5676.58 feet and a central angle of 4 degrees 02 minutes 14 seconds for an arc distance of 400.00 feet; thence run South 7 degrees 35 minutes 42 seconds West along a line radial to the last described curve for 197 feet; thence run Southeasterly along a circular curve to the right having a radius of 5479.58 feet and a central angle of 5 degrees 41 minutes 53 seconds for an arc distance of 544.94 feet; thence run South 0 degrees 40 minutes 20 seconds West for 1247.20 feet to a point on the Northerly Right-of-Way line of the Pompano Canal; thence run South 89 degrees 52 minutes 55 seconds West along the North Right-of-Way line of the Pompano Canal for 1475.00 feet; thence run due North along the West line of the Southwest 1/4 of Section 31, Township 48 South, Range 42 East, for 1403.29 feet to the Point of Beginning all lying and being in Broward County, Florida, containing 47.90 Acres more or less.

OFF REC 5310 PAGE 329

Exhibit 'B'
Page 1

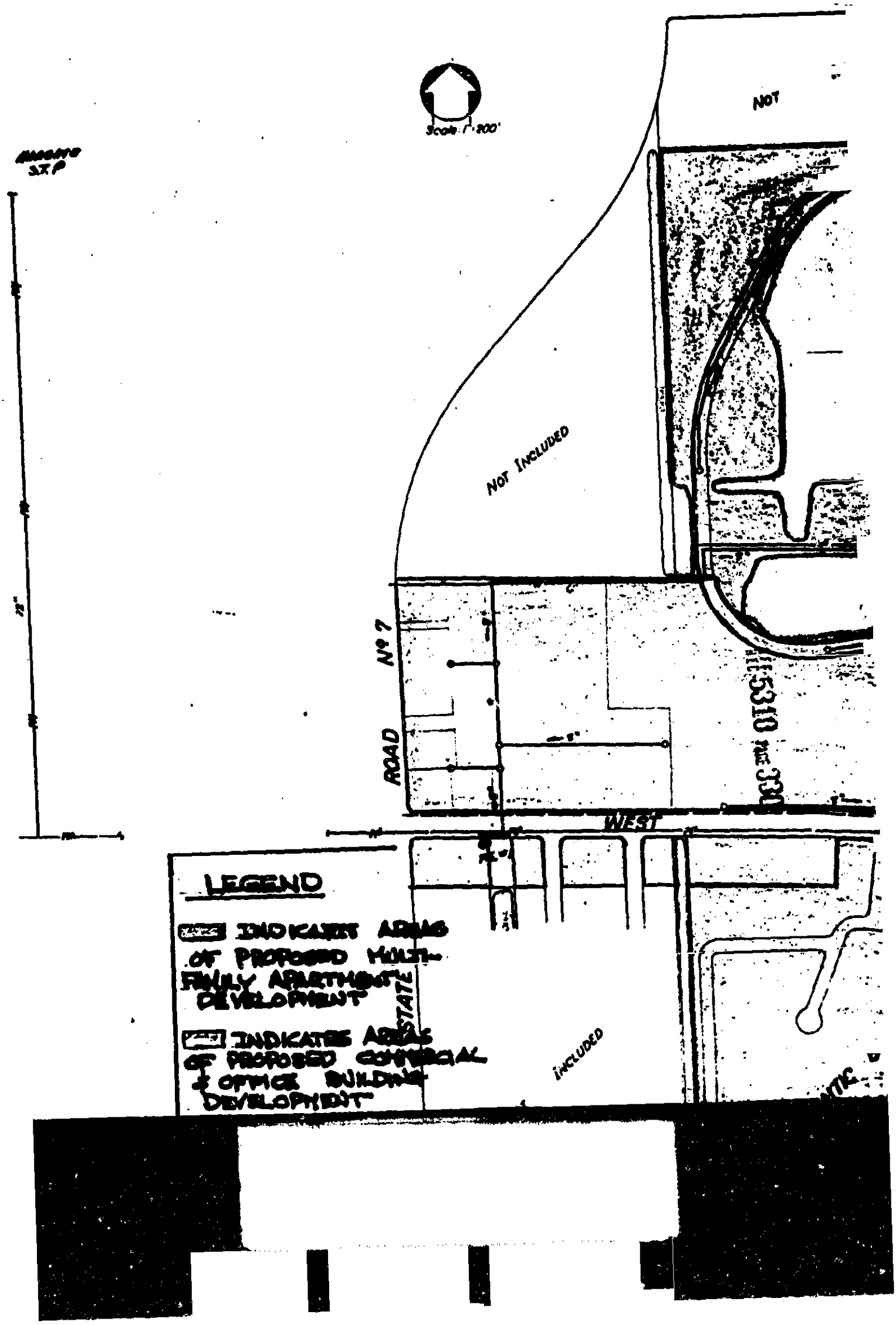
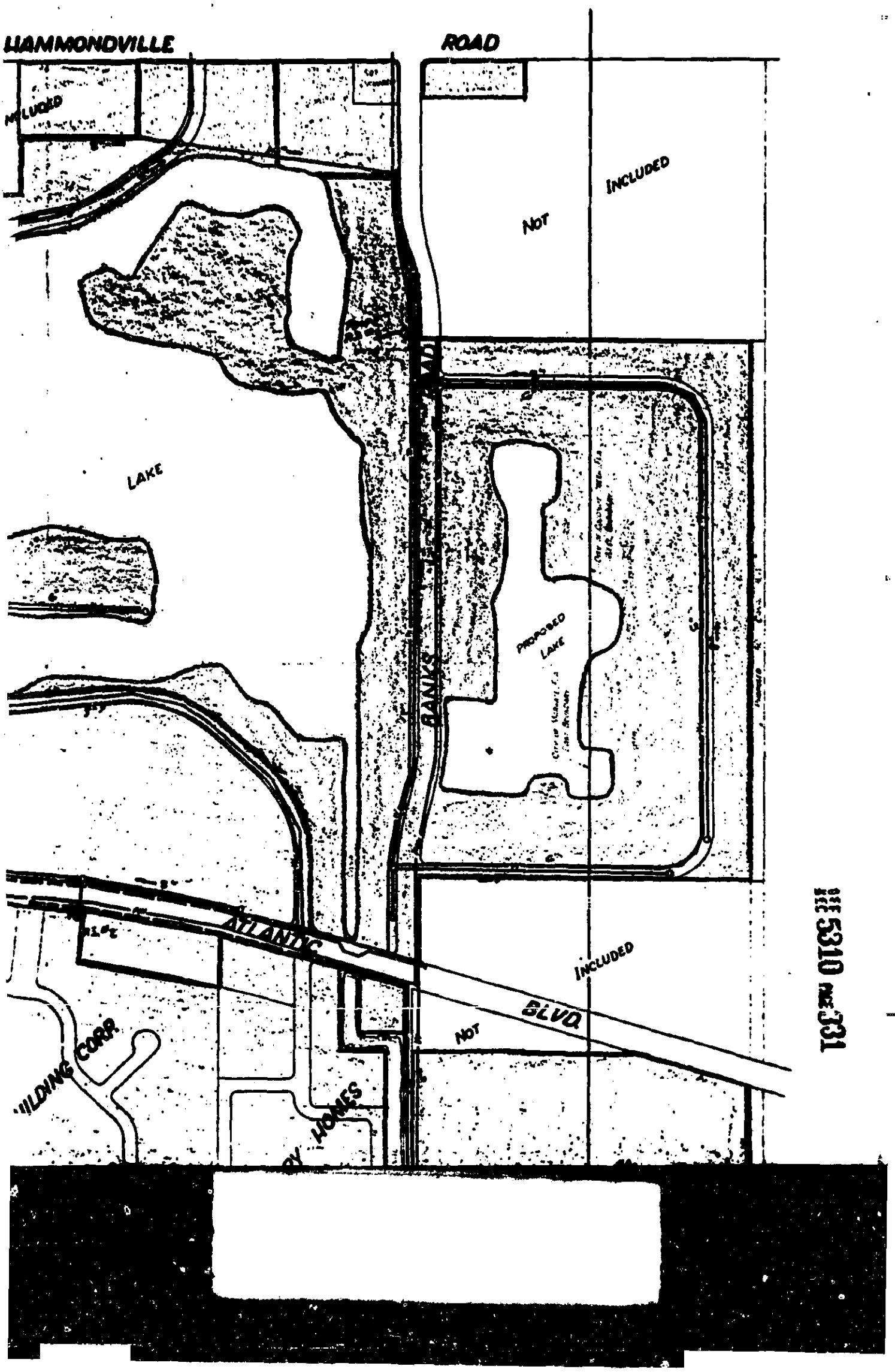
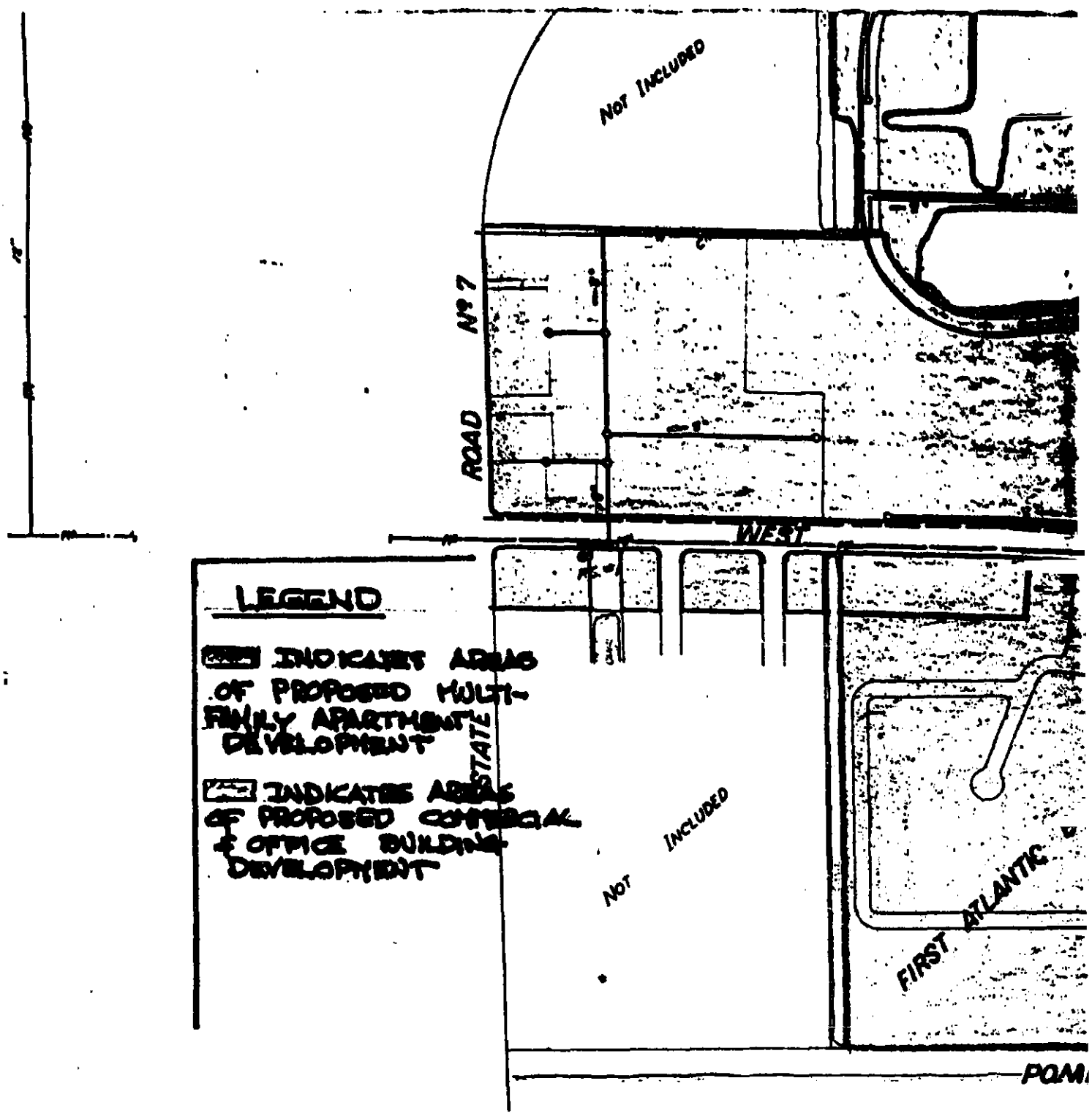


Exhibit B
Page 2



PAGE 5310 PAGE 731

Exhibit B
Page 2



OFF REC 5310 PAGE 332

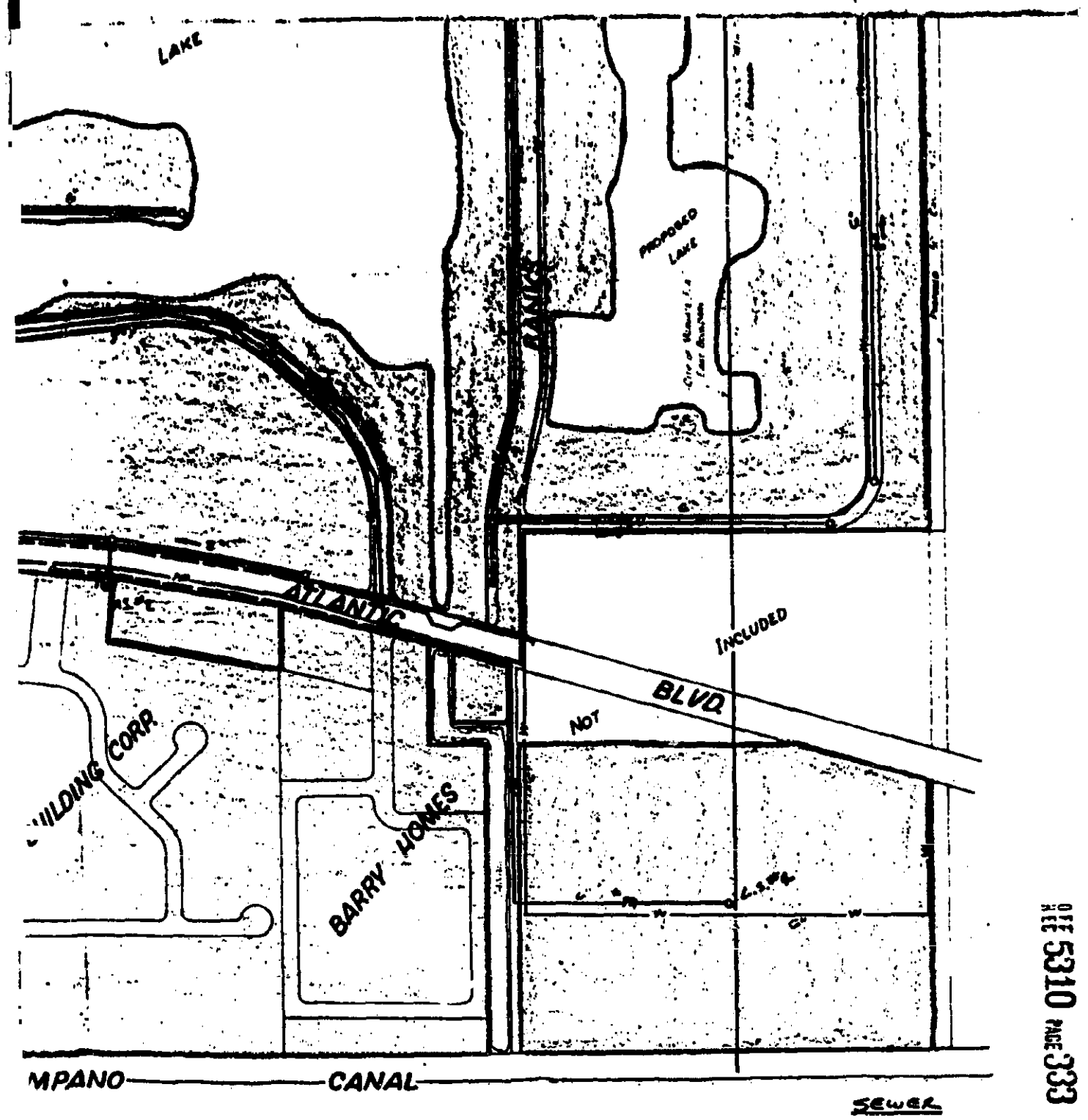
LA

SCHWEBKE - SHISKIN & ASSOCIATES, INC.
LAND PLANNERS ENGINEERS ARCHITECTS LAND SURVEYORS

	Drawn by JAP Date 7-7-78	Checked by Date
Registered Land Surveyor No. ____ State of Florida	Order No. 41403 No. —	Scale 1" = 200'
Registered Engineer No. ____ State of Florida	File No. MC-67	Sheet No. 1 of 1 Sheets

ENLARGED PROPOSED LAKE SEPT 28 1978

Exhibit 13
Page 4



OFF. REC. 5310 PAGE 333

SEWER
EXIST. SEWER
PROP. SEWER
EXIST. F.M.
PROP. F.M.

WATER
EXIST. WATER
PROP. WATER

OVERALL MAP OF
AKEWOOD URBAN CENTER
MARGATE - COCONUT CREEK, FLORIDA

EXHIBIT "C"

ADDITIONAL CONTRIBUTIONS IN AID OF CONSTRUCTION

In order to further induce service company to provide central water and sewage facilities, developer hereby agrees to abide by the provisions of this exhibit and to convey to service company, in accordance with the terms and conditions set forth below, the off-site facilities as shown upon exhibit C-1 hereto as a contribution in aid of construction. No additional off-site installations outside the boundaries of the properties described on exhibits A-1, A-2, A-3, A-4 and A-5 (other than those shown on exhibit C-1) shall be required to be installed by the developer.

The parties hereto recognize that service company has filed with the Florida Public Service Commission, a document entitled "Margate Utility Authority, Inc. Extension Policy", a copy of which is attached hereto and made a part hereof. The terms, conditions and provisions of said extension policy are incorporated herein by reference as if fully set forth herein. Developer and vendees agree to be bound by the provisions of said extension policy, except insofar as any provision hereof is inconsistent thereunder, including, but not limited to, the provisions for payment of connection charges; and conveyance of "on-site" facilities to service company.

Developer has agreed to install the complete "off-site" water distribution and sewage collection system as shown on said exhibit C-1 in accordance with plans and specifications approved by service company's engineer. The installation of said "off-site" facilities are designed to make available service to each of vendees and builders constructing dwellings, apartment units or commercial installations on the subject property. Each of the vendees and builders entering into construction programs upon the subject

OR 5310 PG 334

property will have been benefited by the availability of said "off-site" facilities to their respective properties. Pursuant to the provisions of the "Extension Policy" attached hereto, each of said vendees and builders are responsible to pay, as a contribution in aid of construction, to service company, said proportionate share of the cost of said "off-site" facilities. Since developer herein has undertaken to construct said "off-site" facilities, developer is entitled to a refund of the cost of said "off-site" facilities from the vendees and builders receiving the benefit thereof. In this regard, service company acknowledges that developer herein has advanced and will continue to advance all of said "off-site" facilities on behalf of the vendees and builders, many of which builders are not identified at the time of the signing of this agreement.

In order to accomplish the said refund to developer herein, service company and developer have computed the cost of all "off-site" facilities installed and to be installed by developer and have apportioned said cost based upon the number of apartment equivalent units to be constructed within the subject property. (An apartment equivalent unit is defined as 250 gallons per day.) The total costs of said "off-site" facilities have been computed based upon developer's actual cost for facilit es installed to date and service company's engineering estimate of the cost of etion of all "off-site" facilities. Said costs and estimates have been set forth in this exhibit and represent a total refundable advance by developer of $657,306.48. By dividing the total of 4384 apartment equivalent units to be contained within the subject property into the said $657,306.48 representing the total "off-site" costs, each apartment equivalent unit bears a fair share of total "off-site" facilities equal to $150.

OFF. REC. 5310 PAGE 335

Order: 12137711 Page 41 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

Service company agrees that the formula of $150. per unit shall be established as the cost of "off-site" facilities to be borne by each of the vendees and builders. As and when the fair share of each of the vendees and builders are collected by service company, the same shall be refunded to developer herein until the total of $657,306.48 has been recovered by developer. After developer has received the said $657,306.48 no further refunds shall be made. Service company agrees to withhold service from any of the several vendees or builders until said vendees or builders' fair share for "off-site" facilities shall have been collected by service company.

Developer agrees to immediately cause the continuation of that certain "off-site" water main from its present terminus on Atlantic Boulevard east of Banks Road to and including an interconnection with the existing water line facilities of service company located at the intersection of Hammondville Road and Banks Road.

Developer and each of the vendees and builders constructing dwellings, units or buildings upon the subject property shall be fully subject to the terms and conditions of the said "Extension Policy" referred to above. Developer shall not be entitled to any of the connection charges or fees set forth in said "Extension Policy" as a portion of developer's refundable advance and developer shall be limited to recover its refundable advance based upon the unit charge for "off-site" facilities only.

OR 5310 PG 306

Order: 12137711 Page 42 of 58 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:5310-00295

Exhibit C1
Page 1

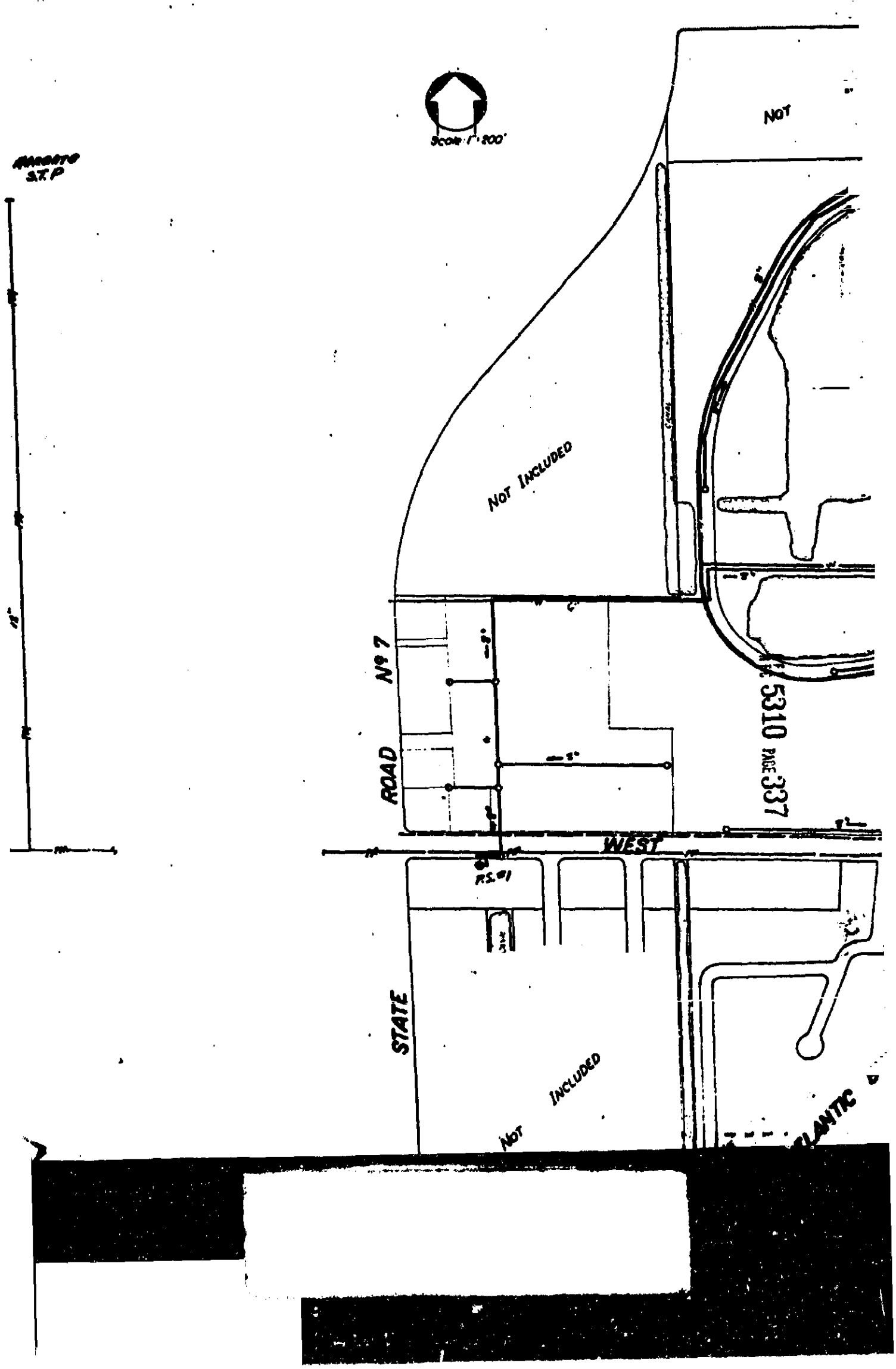
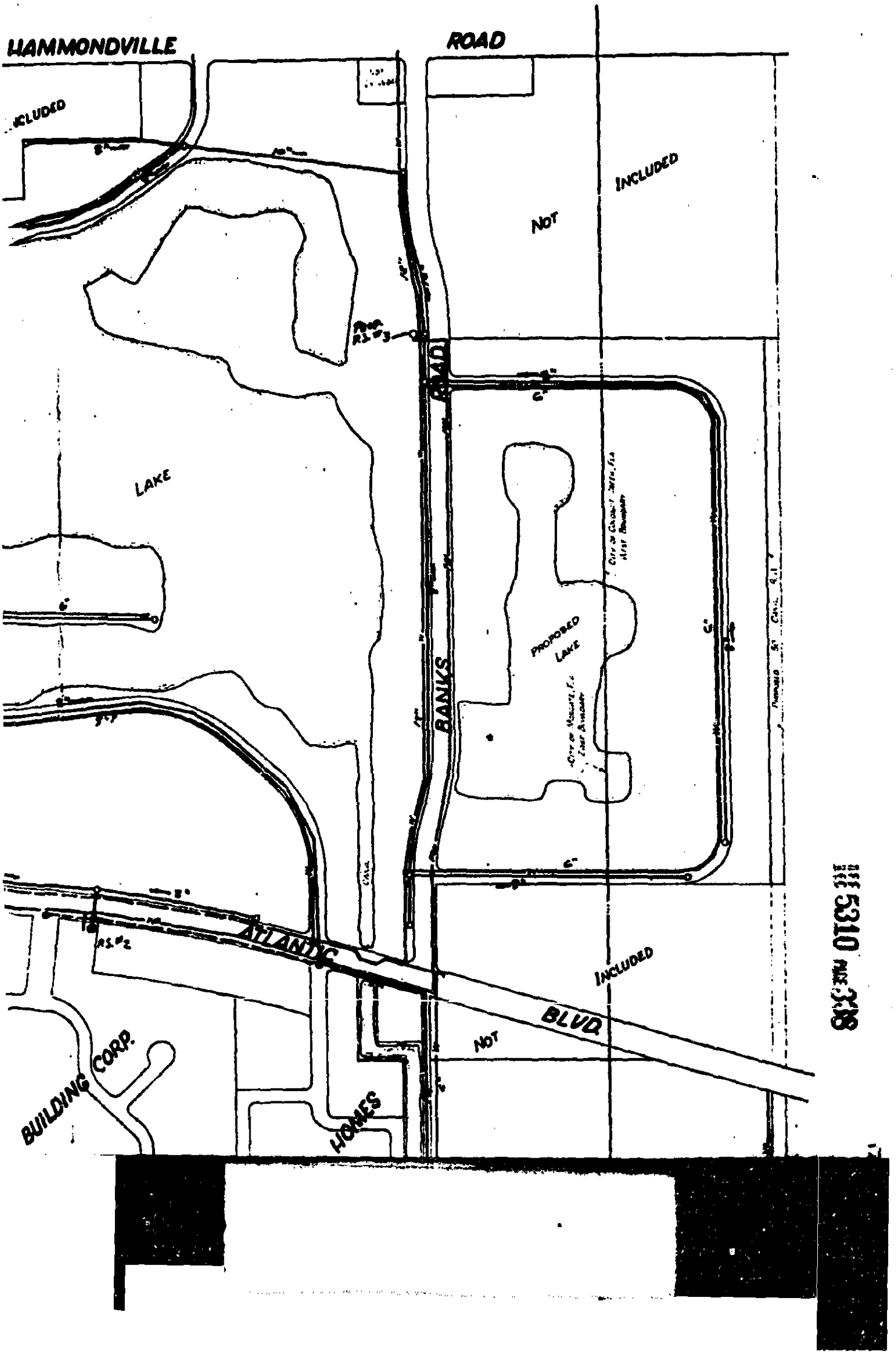
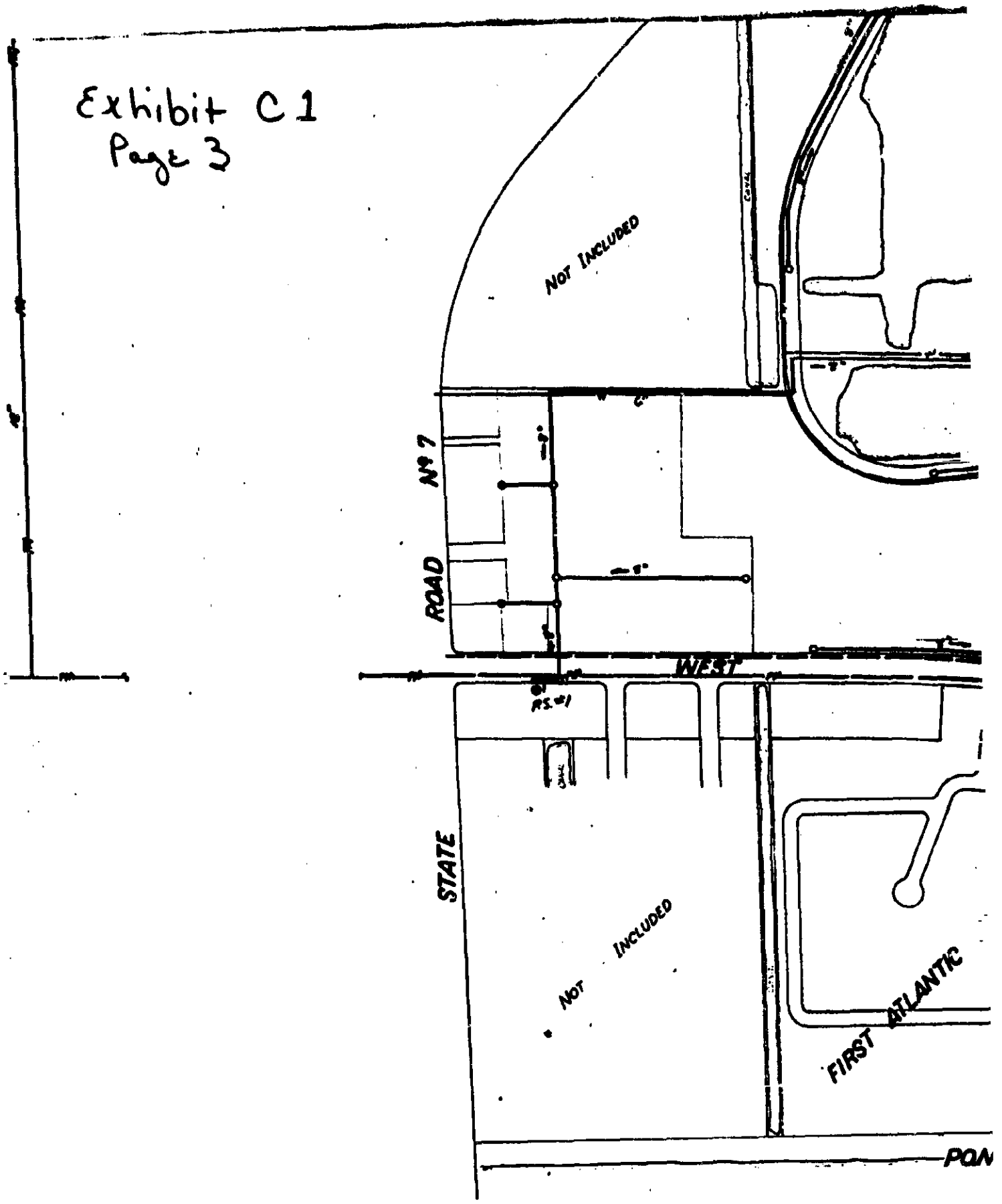


Exhibit C1
Page 2



OFF. REC. 5310 PAGE 328

Exhibit C 1
Page 3



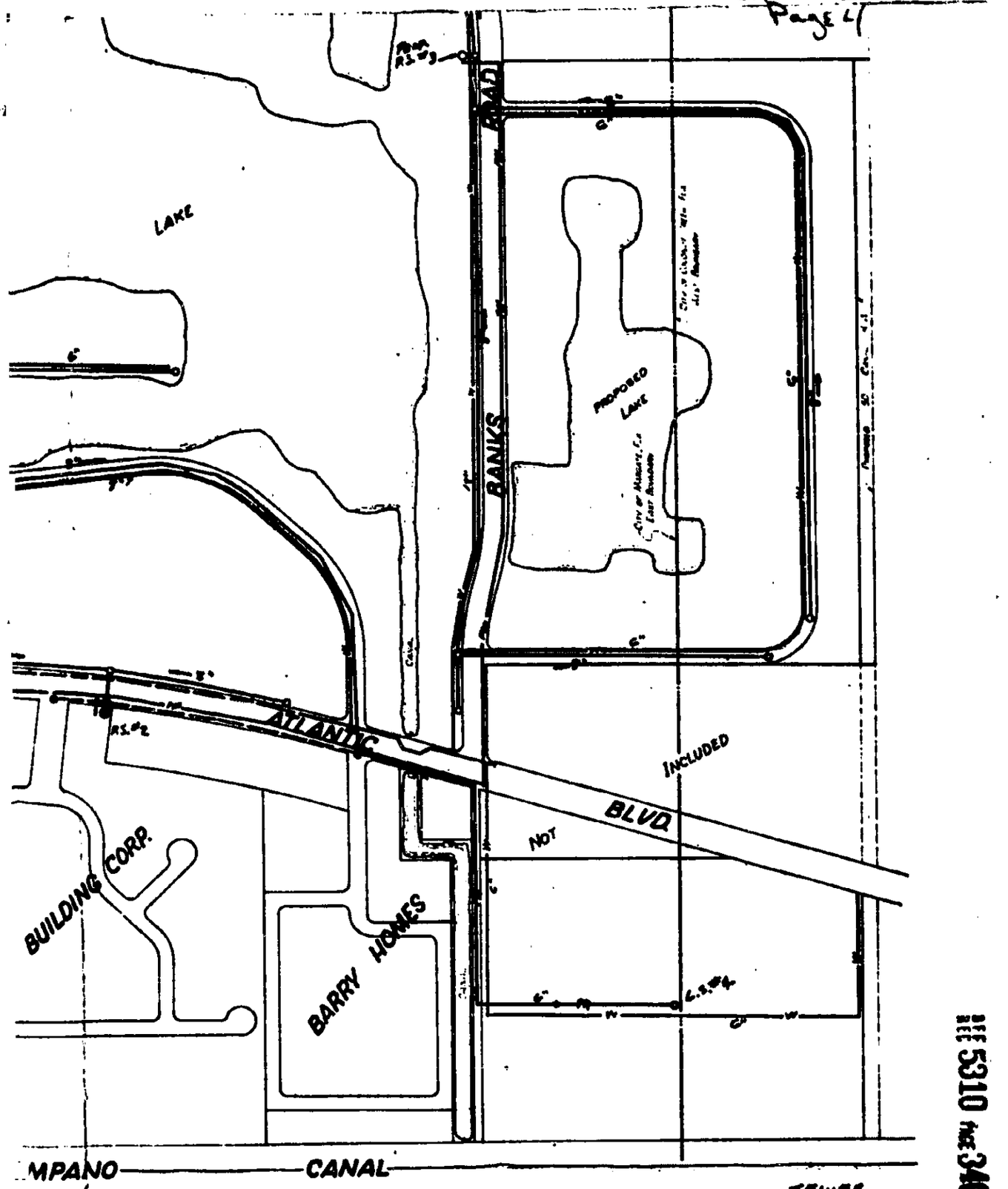
OFF REC 5310 PAGE 339

SCHWEBKE - SHISKIN & ASSOCIATES, INC.
LAND PLANNERS ENGINEERS ARCHITECTS LAND SURVEYORS
ORLANDO

	Drawn By JMP Date 7-17-78	Checked By Date
Registered Land Surveyor No. ____ State of Florida	Order No. M-683 Dr. —	Scale 1" = 200'
Registered Engineer No. ____ State of Florida	File No. MC-67	Sheet No. 1 of 1 Sheets

FILMED PROPERTY LINE - SEPT 20, 1978

Exhibit C 1
Page 47



SEWER
EXIST. SEWER
PROP. SEWER
EXIST. F.M.
PROP. F.M.
WATER
EXIST. WATER
PROP. WATER

OVERALL MAP OF
AKEWOOD URBAN CENTER
MARGATE - COCONUT CREEK, FLORIDA

REC 5310 PAGE 340

MARGATE UTILITY AUTHORITY, INC.

WATER AND SEWER EXTENSION POLICY

PURPOSE

Service Company hereby establishes this Extension Policy for the purpose of creating a uniform method of determining the contribution in aid of construction to be borne by property owners, builders or developers within the service area to defray or partially defray the costs of on-site water distribution and sewage collection system; the allocable share of off-site water distribution and sewage collection system; and allocable shares of treatment plant costs. Service Company declares that this Extension Policy has as its goal, the establishment of a uniform method of computing or determining such contributions to the end that all such contributions shall be non-discriminatory amongst consumers in the area and shall be applied as nearly as possible with uniformity to all consumers and prospective consumers within the present or future service area.

AVAILABILITY

The provisions of this Extension Policy are available to consumers and property owners throughout the service area of Margate Utility Authority, Inc., subject only to matters of economic feasibility which shall always allow to the utility, a fair return upon the utility's capital which it may be required to invest in conjunction with any proposed extension and provide for debt service coverage on borrowed capital.

APPLICABILITY OF CONTRIBUTION IN AID OF CONSTRUCTION

Service Company requires the payment of contributions in aid of construction, either by cash payments or through the installation of water distribution and sewage collection facilities, by the developer, with title to such facilities transferred to Service Company, or a combination of both forms of contributions. The requirement of Service Company for such contributions is declared to be for the purpose of defraying the cost of the water distribution and sewage collection system and to partially defray the cost of construction of water and waste water treatment plant facilities. The payment by developer, builder and/or owner of such contributions to Service Company shall be a condition precedent to the rendering of service by Service Company.

The aggregate value of contributions in aid of construction required by Service Company either in cash or by utility system construction donated to Service Company, shall be computed and determined as follows:

OFF REC 5310 PAGE 341

On-Site Facilities: Each developer, owner or builder (hereinafter referred to as developer), shall be responsible for the design, installation, inspection and testing of the complete water distribution and sewage collection system located in the street or streets adjoining or within the boundaries of developer's property.

The term "complete water distribution and sewage collection system" as used herein, shall include all component parts of a water distribution system, including valves, fittings, laterals, hydrants and all appurtenances as shown upon the approved design of such water distribution system. The sewage collection system shall include all collection lines, manholes, force mains, lift or pumping stations, including the site for same, and all other appurtenances as shown upon the approved design for the installation of such sewage collection system.

Service Company's requirement for the installation of oversized lines or facilities, located on developer's property and designed to provide service for other properties, shall be the subject of a refunding agreement as set forth hereafter in this Extension Policy.

The limited size of developer's property, for which service has been requested, may indicate to Service Company the desirability of having Service Company design and install the water distribution and sewage collection system. In such event, Service Company reserves the right to compute the estimated cost of such extension and to require developer to pay such cost of construction in lieu of developer's installation of the water distribution and sewage collection system.

Off-Site Water Distribution and Sewage Collection System - Hydraulic Share: The location, size or proposed density of developer's property may make service to such property dependent upon the extension of "off-site" water distribution and sewage collection facilities. For the purpose of this Extension Policy, the term "off-site" shall be defined as those main water transmission lines, sewage collection lines, sewage force mains and/or pumping stations necessary to connect developer's property with facilities of Service Company adequate in size to transmit to developer's property, an adequate quantity of water under adequate pressure and/or transmit sewage collected on developer's property to the treatment plant or disposal site of Service Company.

It is Service Company's policy to apportion the cost of main transmission and collection lines and pumping stations pro rata against the properties receiving service from such main transmission lines located "off-site" as to developer's property.

OFF REC 5310 PAGE 342

Since each developer draws from the hydraulic capacity of such lines, Service Company will require that developer pay his property's hydraulic share of the cost of the "off-site" main transmission and collection facilities through which service is rendered to developer's property. This portion of Service Company's Extension Policy is referred to as developer's "hydraulic share of off-site facilities".

It is further declared and established that Service Company will compute such hydraulic share of off-site facilities based upon two major factors which will contribute to the engineering determination: (a) the quantum area of developer's land and (b) the density and estimated consumption to be generated from the property as it is proposed to be developed.

Service Company further declares that the charge for developer's hydraulic share of off-site facilities will be applicable to developer's property whether or not the main transmission lines and/or pumping stations have been previously constructed. It is the intent of this section to apportion the cost of main transmission lines and pumping stations on a fair share basis irrespective of whether such transmission lines and pumping stations have been previously constructed or are proposed to be constructed.

Developers may be required to advance all or a portion of the main transmission lines and pumping stations in order to provide a physical interconnection of developer's property with the facilities of Service Company at their then present terminus. Such eventualities are covered by provisions in this Extension Policy under the heading of "refundable advances".

CONNECTION CHARGES

Service Company declares that it will require developer to contribute a portion of the cost of construction of treatment plant facilities. Such contributions, by developer, owner or builder, are defined herein as "connection charges".

Service Company further declares that such connection charges shall be uniform amongst developers notwithstanding provisions of developer agreements not executed with Margate Utility Authority, Inc. or the practices and procedures pertaining to connection charges as established in the past by prior owners of Service Company's system. It is the further purpose of this section to resolve inequities and discriminatory practices regarding connection charges by placing all owners, builders and developers on a parity with regard to such connection charges.

Service Company will require, prior to the commencement of water and sewer services, that the following schedule of connection

OFF REC 5310 PAGE 343

charges be paid to Service Company as a pre-requisite for services:

Single Family Residence	- $100.00 for each individual single family residence.
Duplexes (1 meter for both units)	- $80.00 for each of the two living units in the building.
Triplexes (1 meter for three units)	- $80.00 for each of the three living units in the building.
Townhouses (1 meter for each unit in the building)	- $100.00 for each metered unit.
Townhouses (1 meter for the building)	- $80.00 for each building.
Multi-Family (Apartments)	- $80.00 for each living unit in the building.

Common Facilities - Multi-Family Complexes: All uses for water and/or sewer service of a common nature for such purposes as irrigation, washing, recreational facilities, clubhouses, meeting rooms or similar applications generally found in connection with the construction of multi-family projects shall be considered in the same manner as commercial installations and the connection charges applicable thereto shall be computed in accordance with the commercial category set forth below.

Commercial-Residential Type: All property devoted to commercial use wherein the intended use contemplates a temporary residency in the building shall be classified as commercial-residential in character. This category extends, but is not limited to, uses for hospitals, nursing homes, hotels, motels, boarding schools or any other purpose which contemplates that the public will be in residence on the property either of a semi-permanent or transitory nature.

The connection charges to be paid to Service Company shall be based upon equating the anticipated water consumption with its equivalent in multi-family uses. Service Company will use statistical data published by the Department of Health or other similar agencies concerned with water consumption to determine such equivalency factor. The equivalency factor for multi-family units is established at 250 gallons per day, per multi-family unit. Therefore, the estimated water consumption by the proposed commerical-residential use shall be divided by 250 gallons per day in order to arrive at a multi-family equivalency rating. Such rating, once defined, shall be multiplied by the connection charge then in effect for multi-family living units as set forth above.

OFF REC 5310 PAGE 344

Commercial: All property devoted to industrial, business, educational or other categories not covered by the above shall be considered to be commercial uses. The connection charges to be paid to Service Company for such proposed uses shall be based upon determining the residential equivalency of such proposed use. Service Company's engineers shall estimate the anticipated water consumption on a daily basis and shall divide such gross daily consumption by a factor of 350 gallons per day. Such residential equivalency factor shall be multiplied by the connection charges then in effect for single family residential use in order to determine the connection charges applicable to such proposed commercial use. No commercial use shall be less than one residential equivalent.

Irrigation Uses: Water connections for the purpose of irrigating common areas (not applicable to single family house lots) shall be computed on the same basis as commercial installations. Since irrigation water does not include corresponding sewer service, the residential equivalency factor shall be multiplied by $50.00 per equivalent instead of the fee applicable for water and sewer to single family residences.

Water Service Only - Sewer Service Only: In any instance where either water or sewer service alone is furnished without the companion service, the connection charges shall be computed in the same manner but shall be multiplied by half of the applicable charge for both services.

OBLIGATIONS OF SERVICE COMPANY

Service Company shall maintain copies of this Extension Policy available for the inspection of any property owner, developer, builder or prospective consumer desiring information regarding all elements of the cost of connecting to the water and sewer facilities of Service Company. Such copies shall be maintained at the general office of Service Company.

Service Company shall maintain "as-built" information on its water and sewer facilities in its office or in the office of its designated representatives for the purpose of providing reasonable information concerning the location of its water and sewer facilities.

Service Company shall install all meters upon the request of prospective consumers providing that contributions in aid of construction as described herein and meter installation fees as set forth below have been paid in accordance with the provisions of this Extension Policy.

In instances where Service Company undertakes the installation of water distribution and sewage collection lines, at the cost and expense of developer in lieu of developer's installation of such facilities, Service Company will provide laterals for water and sewer service to developer's lot line ready for plumber's "hook-up" and the installation of meters.

OFF REC 5310 PAGE 345

OBLIGATIONS OF DEVELOPER

It shall be developer's obligation to furnish to Service Company, accurate information with regard to matters of engineering, construction of buildings and dwellings and proposed densities. Developers who increase their density factors and/or consumption requirements during the course of construction of the project are exposed to an adjustment in their hydraulic share for off-site facilities and/or an increase in connection charges applicable to developer's project. Developer is responsible for errors or changes in engineering information furnished to Service Company when such error or change results in increased cost to Service Company for any construction which Service Company may undertake in connection with installing water distribution or sewage collection facilities or which would necessitate a new design or re-design of water distribution or sewage collection plans.

EASEMENTS AND RIGHTS OF WAY

As a pre-requisite to the construction of any water distribution or sewage collection system proposed to be connected to the facilities of Service Company, developer shall grant to Service Company, such easements or rights of way corresponding with the installation of the proposed facilities. Such grant or conveyance shall be in form satisfactory to counsel of Service Company. Such conveyances, when located on the property of developer, shall be made without cost to Service Company. Service Company reserves the right to require such easement or right of way to the point at which the meter is proposed to be installed or at the "point of delivery of service", being the point at which the facilities which service Company joins with consumers on installation.

SYSTEM DESIGN - INDEPENDENT ENGINEERS

Service Company shall recognize the design of water and sewer facilities prepared by a registered professional engineer regularly engaged in the field of sanitary engineering, covering the design of developer's on-site water distribution and sewage collection system. Provided, however, that each such design shall be fully subject to the approval of Service Company's engineer and shall conform in all respects to the criteria of Service Company governing the installation of utility facilities ultimately to be accepted by Service Company for ownership, operation and maintenance. Service Company reserves the right to charge a fee commensurate with the cost to Service Company of reviewing such engineering plans and furnishing to developer's engineer, various information regarding location and criteria. All designs of water distribution and sewage collection facilities are at all times subject to the approval of other agencies having jurisdiction over such design.

OFF REC 5310 PAGE 346

SYSTEM DESIGN - SERVICE COMPANY'S ENGINEER

Service Company maintains a relationship with its consulting engineer to provide utility design services to developers for the purpose of facilitating the design of developers'.on-site water distribution and sewage collection system. Designs prepared by Service Company's consulting engineer are acceptable to Service Company, but are at all times subject to the approval of other governmental agencies having jurisdiction over the subject matter of such design. The cost of plans prepared by Service Company's consulting engineer shall be borne by developer. However, in such cases, developer will not be required to pay the charge for review of such plans as provided for in the foregoing paragraph.

INSPECTION FEES

Service Company reserves the right to inspect the installation of all water distribution or sewage collection facilities installed by developer or developer's contractors, which facilities are proposed to be transferred to Service Company for ownership, operation and control. Such inspection is designed to assure Service Company that water and sewer lines and/or lift stations are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind and quality of such installation. Service Company further reserves the right to be present at tests of component parts of water distribution or sewage collection systems for the purpose of determining that the system, as constructed, conforms to Service Company's criteria for exfiltration, infiltration, pressure testing, line and grade. Such tests will be performed by developer or developer's contractor, but only under the direct supervision of Service Company's engineer or authorized inspector.

Service Company reserves the right to charge an inspection fee not to exceed 2% of the cost, either actual or estimated, of the subject water and sewer facilities as installed by developer. Service Company maintains full time inspection availability and the cost for inspection services as set forth herein is and shall continue to be designed to defray the actual cost of conducting such inspections and testing.

INSPECTIONS OF PLUMBER'S HOOK-UP

It shall be the responsibility of developer or its plumbing contractor to connect developer's plumbing installation with the sewage collection facilities of Service Company. This connection is generally made at "the point of delivery of service" as defined elsewhere in this Extension Policy. Service Company reserves the right to inspect all such connections to be assured that the same are properly made in accordance with Service Company's rules governing such connections and that the connection, as made, is free from infiltration. Service Company maintains inspection personnel for the purpose of inspecting these plumbing hook-ups and will provide such inspection service for developer without cost.

OFF 5310 PAGE 347

Developer shall be required to notify Service Company of any proposed interconnection with the facilities of Service Company and connection may be made without the presence of Service Company's inspector. However, such connection shall remain open until inspected by Service Company and until notice of the approval of such connection is furnished to developer in accordance with the practices and procedures of Service Company. Any plumber's connection covered over without the benefit of inspection will result in developer being required to reopen the connection for subsequent inspection.

METER INSTALLATION FEES

Service Company will charge to each prospective consumer requesting water service, a meter installation fee otherwise known as a "tap-in fee", to defray Service Company's cost of the meter, meter appurtenances and cost of installation. Such meter installation fee shall be in accordance with the "tap-in fee schedule" as filed by Service Company as part of its Tariff with the Florida Public Service Commission. Service Company will require the payment of such meter installation fee concurrently with the request by prospective consumers for the meter installation. The meter installation fee shall be charged only one time for the installation of a meter at any one location, provided, however, that requests to exchange existing meters for meters of a larger size will result in a charge to the prospective consumer of the difference between the existing smaller size meter and the requested larger size meter.

TRANSFER OF CONTRIBUTED PROPERTY - BILLS OF SALE

Each developer who has constructed portions of the water distribution and sewage collection system on developer's own property prior to interconnection with Service Company's existing facilities, shall convey such component parts of water distribution and sewage collection system to Service Company by bill of sale in form satisfactory to Service Company's attorney, together with such evidence as may be required by Service Company that the water distribution system proposed to be transferred to Service Company is free of all liens and encumberances.

Any facilities in the category of "consumer's lines" or "plumber's lines" located on the discharge side of the water meter or on the consumer's side of the point of delivery of service shall not be transferred to Service Company and shall remain the property of developer, a subsequent owner-occupant or their successors and assigns. Such "consumer's lines" or "plumber's lines" shall remain the maintenance responsibility of developer or subsequent consumers.

Service Company shall not be required to accept title to any component part of the water distribution or sewage collection system as constructed by developer until Service Company's engineer has approved the construction of said lines, accepted the

OFF 5310 PGE 348

tests to determine that such construction is in accordance with the criteria established by Service Company and thereby has evidenced its acceptance of such lines for Service Company's ownership, operation and maintenance.

Developer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by developer and proposed to be transferred to Service Company. Such cost information shall be furnished to Service Company concurrently with the bill of sale and such cost information shall be a prerequisite for the acceptance by Service Company of the portion of the water distribution and sewage collection system constructed by developer.

Service Company reserves the right to refuse connection and to deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and sewage collection system installed by developer until such time as the provisions of this paragraph have been fully met by developer or developer's successors or assigns.

REFUNDABLE ADVANCES

Service Company may require, in addition to the contribution provisions set forth herein, a refundable advance by developer to further temporarily defray the cost of any "off site" extension of water and/or sewer mains and pumping stations necessary to connect the developer's property with the then terminus of Service Company's water and sewer facilities adequate in size to provide service to the subject property. As set forth elsewhere in this Extension Policy, developer shall always be responsible for his "hydraulic share" of the cost of off-site facilities. However, this Extension Policy recognizes instances in which a developer may be required to advance the hydraulic share applicable to other undeveloped property in order that "off-site" facilities may be constructed to serve developer's property and at the same time be sized in accordance with Service Company's master plan. All amounts expended by developer, over and above developer's hydraulic share for "off-site" facilities shall be refunded to developer in accordance with the terms and conditions of a refunding agreement which Service Company will execute with developer. The refund agreement shall provide for a plan of refund based upon the connection of other properties, to the extent of their hydraulic share, which properties will be served by the "off-site" facilities installed by developer. Notwithstanding the provisions of this section, Service Company may limit the life of such refund agreement to a term of not less than seven years, after which time any portion of the refund not made to developer by the terms and conditions of the refund agreement will have lapsed and thereafter, such refund agreement will be cancelled. In no event shall developer recover an amount greater than the difference between the capitalized cost of such "off-site" improvements and developers own hydraulic share of such improvements. Service Company shall not include any interest upon the refund of developer's advance.

OFF REC 5310 PAGE 349

DEVELOPER AGREEMENTS REQUIRED

If owner, builder or developer may be required to execute a "developer's agreement" setting forth such reasonable provisions governing developer and Service Company responsibility pertaining to the installation of service facilities; the inter-connection of plumber's lines with the facilities of Service Company; the manner and method of payment of contributions in aid of construction; matters of exclusive service rights by Service Company; standards of construction or specifications; time commitments to "take and use water and sewer services"; engineering errors and omissions; rules, regulations and procedures of Service Company; prohibitions against improper use of Service Company's facilities and other matters normally associated with and contained in developer agreements. Nothing contained in such developer agreements shall be in conflict with this Extension Policy, nor Service Company's Tariff on file with the Florida Public Service Commission. Service Company may require that developer, in addition to the contribution formulas set forth herein, bear the cost of the preparation of developer agreements by independent counsel or persons qualified to draft and prepare such agreements. Said charge shall not exceed that amount normally to be contemplated for such services.

EXTENSIONS OUTSIDE SERVICE AREA

Owners, builders or developers being potential consumers wherein the subject property lies outside the Service Company's certificated area may apply to Service Company for the extension of water distribution and sewage collection mains to said property. Service Company shall not be obligated to provide service outside of its certificated area, but may elect to do so upon terms and conditions similar to those contained in this Extension Policy provided, however, Service Company may require additional contributions in aid of construction should the same be reasonably required in order to maintain the same level of economic feasibility then in effect within the certificated area.

EXTENSION POLICY - COPIES AVAILABLE

Copies of this Extension Policy shall be maintained at Service Company's general offices and shall be available to all prospective consumers upon request, either in person or by mail, addressed to the Service Company.

CONNECTION CHARGE ADJUSTMENT FORMULA - ESCALATION PROVISIONS

The basis for the connection charge schedule set forth herein has been structered by Service Company with regard to two major but variable factors. First, the present level of construction costs of water distribution, sewage collection, water treatment plant and waste water treatment plant facilities. Second, the theory of treatment facilities and their degree of treatment sophistication as prescribed by the Department of Health and Rehabilitative Services and the Department of Air and Water Pollution. Service Company hereby declares that the schedule of connection charges set forth herein may be automatically excalated based upon increases in utility construction costs as evidenced

OFF REC 5310 PAGE 350

by the quarterly construction index published in Engineering News Record Magazine, entitled "20 cities construction cost index", using as a base, the published index for the quarter ended September 30, 1971. Service Company shall automatically adjust the connection charges set forth herein semi-annually, with the first such adjustment to be not earlier than June 30, 1972. Any automatic escalation shall not exceed the percentage difference between said construction cost index for the base period as compared with the period of comparison.

ESCALATION BY APPLICATION TO THE PUBLIC SERVICE COMMISSION

Separate and apart from the automatic escalation provisions set forth above, Service Company may file with the Florida Public Service Commission, a higher contribution schedule alleging in support thereof, the reasons requiring such increased contributions. Such reasons may include and be related to increasing standards of service or increasing degrees of sophistication required in treatment plant facilities; inadequate or incorrect estimates of the total anticipated contributions vs. the actual investment levels required by Service Company to provide water and sewer treatment facilities and water distribution and sewage collection systems; actual experience with regard to matters of service area density having a direct bearing upon contributions received vs. the cost of construction of plant and system facilities; matters of net Service Company investment bearing upon rates and charges required of consumers necessary to provide reasonable rates of return upon such investments and/or such other matters which may reasonably bear upon the needs, necessities or considerations requiring such change.

Any such change in contribution schedule by application to the Commission shall be in accordance with the then existing rules and regulations of the Commission and, if such rules and regulations shall require public hearing, then, in that event, such increase shall not be effective until approved by the Commission.

OFF REC 5310 PAGE 351

EXHIBIT "D"

SCHEDULE OF METER CHARGES

5/8"	meter	$ 75.00
3/4"	meter	100.00
1"	meter	150.00
1-1/2"	meter	250.00
2"	meter	350.00
3"	meter	600.00

The above meters are of the disc-piston, positive displacement type meters normally used for household and similar low volume usage such as multi-family buildings and small commercial establishments.

Meters required of a size larger than those listed above and primarily for use for large commercial or "master meter" installations, shall be of the turbine or compound type. Installation of such meters shall be im permanent concrete vault designed for the purpose and approved for installation by service company's engineer. Installation costs of such meters, appurtenances and vaults shall be determined by service company's obtaining competitive bids for such installation.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF LEE COUNTY, FLORIDA
JACK WHEELER
COUNTY COMPTROLLER

REC 5310 PG 352

71-173177

AMENDMENT TO WATER AND SEWER SERVICE AGREEMENT

This amendment to Water and Sewer Agreement is entered into on this 17th day of September, 1971, between ALEC P. COURTELIS and DONALD L. SMITH, hereinafter referred to as "Developers' and MARGATE UTILITIES CORPORATION, hereinafter referred to as "Margate", a Florida corporation, 20215 N. W. Second Avenue, Miami, Florida, 33169, individually, and as agent for Margate Utility Authority, Inc., hereinafter referred to as the "Authority".

WHEREAS, Samos, Inc., a Florida corporation and Margate on September 11, 1970 entered into a water and sewer service agreement providing for water and sewer service to that property described on Exhibit A to said agreement, a copy of which Exhibit A is attached hereto and designated Exhibit A;

WHEREAS, the Developers herein have succeeded to all of the rights of Samos, Inc. under the said water and sewer service agreement as a result of an assignment to them by Samos, Inc. of the said agreement, and the said Developers further hold the fee simple title to the lands described in Exhibit A;

WHEREAS, the said agreement provided and contemplated that Margate furnish and install a sewage pumping station and connect the said station and the facilities installed upon the lands of the Developer, Samos, Inc. to the existing system of the Authority on the west side of U. S. Highway No. 441;

WHEREAS, the Developers desire to obtain as soon as possible the installation of the said pumping station and the connection of the facilities on their said lands to the sewage disposal system of the Authority, and Margate is experiencing delays in the financing of the said construction;

WHEREAS, to expedite the said construction, Margate has requested that the Developers finance or perform the said construction;

Prepared By: Linton R. Lovett, Esq.
221 Security Trust Bldg.
Miami, Fla. 33131

Courtelis Company
1101 Brickell Avenue, Suite 316
Miami, Florida 33131
Attn: Miss Schultz

'71 NOV 11 AM 11:12
JACK R. CHEESBOROUGH, CLERK

OFF. REC. 4673 PAGE 844

22.00 T.

WHEREAS, the Developers have agreed to finance and to provide the said installations on condition that the costs thereof be reimbursed to them by Margate, and on condition that Margate execute and deliver to them a promissory note in the amount of said costs, which note shall be secured by an assignment of the proceeds of certain connection fees to be paid by builders in the area of the lands described in Exhibit A;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. Margate recognizes the assignment by Samos, Inc. of the said water and sewer service agreement dated September 11, 1970, to developers and all rights under said agreement.

2. Margate confirms its obligations under said water and sewer service agreement of September 11, 1970 to provide water and sewer service to the lands owned by the developers and described on Exhibit A. Margate shall provide and construct all facilities necessary for such service which are not provided herein to be constructed by the developers and which are not located upon the said lands described in Exhibit A.

3. Margate represents that it owns free and clear of all liens or encumbrances that certain pumping station now situate on the Northwest corner of U. S. Highway No. 441 and West Atlantic Boulevard extension in the City limits of Margate ("pumping station").

4. In consideration of the sum of Seventy Five Thousand Dollars ($75,000.00) to be paid to the developers by Margate, developer shall:

(A) Install the pumping station on the following described land heretofor conveyed by developer's predecessor to Margate Utility Authority, Inc.

OFF. REC. 4673 PAGE 845

Order: 12137711 Page 2 of 10 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4673-00844

The South 25 feet of the North 43 feet of the East 25 feet of Lot "A", Block I, Hammon Heights, Section 3; AND ALSO the East 15 feet of the North 18 feet of Lot "A", Block I, Hammon Heights, Section Three; All in Section 36, Township 48 South, Range 41 East, Broward County, Florida, as shown in Plat Book 39, Page 50 of the Public Records of Broward County, Florida.

(B) The developers shall further install the connection from the pumping station to the existing sewage disposal system of "the Authority", now existing approximately 600 feet West of U. S. Highway 441 on West Atlantic Boulevard Extension; furthermore, the developer shall construct approximately 2,600 lineal feet of 12" cement asbestos and cast iron sewage force main beginning at a point on West Atlantic Boulevard 1600 feet west of U. S. Highway 441, extending north and west to the existing sewage treatment plant, all in accordance with the plans and specifications agreed to between the parties which are designated Exhibit B and incorporated herein by reference. (Upon approval of same by Broward County Health Department).

(C) Developers shall not be responsible for the operating condition of the pumping station, it being understood and agreed that within thirty (30) days of the date of this Agreement, Margate shall do or cause to be done all things necessary so that the pumping station shall be in sound and workable condition, correcting any deterioration which has resulted from the pumping station being exposed to the elements, at its own cost and expense. In the event Margate shall fail to perform its obligations hereunder, developers may, at their option, make or cause to be made all such repairs and/or replacements as may be necessary to put the pumping station into sound and workable condition, and any and all costs and expenses incurred by developer in such event shall be paid by Margate immediately upon demand therefor by developer; shall be in addition to the consideration heretofor stated above for installation of the pumping station; and shall be fully secured by the assignment provided in paragraph six (6) of this Agreement.

OFF. REC. 4673 PAGE 846

Order: 12137711 Page 3 of 10 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4673-00844

5. As evidence of its obligations hereunder, Margate shall execute and deliver to the order of the developers, a promissory note in the amount of Seventy Five Thousand Dollars ($75,000.00) providing for annual interest in the amount of 8 1/2 percent per annum payable quarterly, and providing further for repayment of the principal one year from the date thereof. The note shall be in the form of that which is attached hereto and designated Exhibit C.

6. To secure the repayment of the said note, Margate hereby assigns to the developers all connection fees to be received by it pursuant to the first paragraph of Exhibit D attached to the said Agreement of September 11, 1970, a copy of which Exhibit D is attached hereto and designated Exhibit D. This said assignment amounts to a minimum of $40.00 per equivalent residential connection and a minimum of $25.00 per apartment unit (in addition to the refunds already provided to be paid to the developers by said Exhibit D.) Margate shall further execute such further recordable documents of assignment as the developers may request including but not limited to a U.C.C. financial statement to be filed and recorded with the Secretary of State of the State of Florida and the Clerk of the Circuit Court of Broward County and shall permit the developers to collect such connection fees directly from applicants whether same are received before or after maturity of said promissory note until they have received total principal and interest pursuant to the said designated Exhibit C. Upon the repayment of the said promissory note, including interest, the developers shall reassign to Margate the said connection fees assigned hereby. The obligation of applicants who apply for water and sewer service to any part of the said lands described in Exhibit A to pay those connection fees set out in the first paragraph of said Exhibit D shall constitute a covenant running with the land and a lien upon the land, which covenant may be enforced and lien foreclosed by either party hereto, in accordance with their or its interest in the said connection fees. The parties hereto shall execute such further recordable instruments as may be necessary to carry out the intent of this paragraph.

OFF. REC. 4673 PAGE 847

Order: 12137711 Page 4 of 10 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4673-00844

7. Concurrent with the execution of this amendment agreement, Margate shall enter into a water and sewer service agreement with Southern Federal Savings and Loan Association providing for water and sewer service to the lands described as: Lots 1, 2, 3, 4, 5, and 6, Block 1, Hammond Heights Section 3, as recorded in plat book 39, Page 50 of the public records of Broward County, Florida.

8. Upon the execution of this agreement, Margate shall immediately by such letter or application as may be required by the Broward County Health Department inform said Health Department that the developers have entered into a contract to provide the installations and connections set out in Exhibit B. Margate shall by such letter or application and all other reasonable means seek to obtain the approval of the said Health Department for the construction provided in Exhibit B and for water and sewer service to the lands described in Exhibit A.

9. This agreement shall be binding upon the heirs, personal representatives, assigns, and successors of the parties hereto and shall be construed in accordance with the law of Florida.

10. This Agreement shall constitute an amendment to the water and sewer service agreement dated September 11, 1970 between Margate Utility Authority, Inc. and Samos, Inc., the developers' predecessor and except as specifically amended by the provisions of this amendment agreement, the said water and sewer service agreement shall remain in full force and effect in accordance with its terms.

OFF. REC. 4673 PAGE 848

Order: 12137711
Doc: FLBROW:4673-00844
Page 5 of 10
Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM

IN WITNESS WHEREOF the parties have executed this agreement on the day and year first above written.

Witnesses:

Alec P. Courtelis

Donald L. Smith

MARGATE UTILITIES CORPORATION, individually and as agent for Margate Utility Authority, Inc.

Attest:

Secretary

By: VICE President

OFF. REC. 4673 PAGE 849

Order: 12137711 Page 6 of 10 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4673-00844

STATE OF FLORIDA :
: SS
COUNTY OF BROWARD :

I HEREBY CERTIFY that on this day before me, a notary public duly authorized in the state and county named above to take acknowledgments, personally appeared J. Peter Martin, Vice-President, and William J. Grey, Secretary, respectively, of Margate Utilities Corporation, to me known to be the persons described in and who executed the foregoing amendment to water and sewer service agreement, and who acknowledged to me that they executed it in the name of and for that corporation, affixing its corporate seal, and that they were duly authorized to execute it by the said corporation.

WITNESS my hand and seal in the county and state above named this 7th day of September, 1971.

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 19, 1973
BONDED THRU FRED W. DIESTELHORST

Notary Public

STATE OF FLORIDA :
: SS
COUNTY OF DADE :

I HEREBY CERTIFY that on this day before me, a notary public authorized to take acknowledgments in the above county and state, personally appeared Alec P. Courtelis, to me known to be the person described in and who executed the foregoing amendment to water and sewer service agreement, and who acknowledged before me that he executed it.

WITNESS my hand and seal in the county and state named above this 7th day of September, 1971.

Notary Public
State of Florida at Large

My Commission Expires:

Notary Public State of Florida at Large
My commission expires April 3, 1

STATE OF FLORIDA :
: SS
COUNTY OF ~~DADE~~ Broward :

I HEREBY CERTIFY that on this day before me, a notary public authorized to take acknowledgments in the above county and state, personally appeared Donald L. Smith, to me known to be the person described in and who executed the foregoing amendment to water and sewer service agreement, and who acknowledged before me that he executed it.

WITNESS my hand and seal in the county and state named above this 9th day of September, 1971.

Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 30, 1974
BONDED THRU FRED W. DIESTELHORST

OFF. REC. 4673 PAGE 850

Order: 12137711
Doc: FLBROW:4673-00844
Page 7 of 10
Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM

EXHIBIT "A"

to that certain Developer Agreement by and between SAMOS CORP., as Developer, and MARGATE UTILITIES CORPORATION, dated

LEGAL DESCRIPTION OF THE LAND TO BE SERVED:

A portion of Section 36, Township 48 South, Range 41 East, and a portion of Section 31, Township 48 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

Lot "A", Block 1; the East 100.00 feet of Lot 1, Block 3; Lots 1, 2, 3 and 28, Block 4; all according to that certain plat of HAMMON HEIGHTS SECTION THREE as recorded in Plat Book 39 at Page 50 of the Public Records of Broward County, Florida.

TOGETHER WITH:

Lots "A" and "B", according to that certain plat of RESUBDIVISION OF LOT 32, BLOCK 3, HAMMON HEIGHTS SECTION THREE as recorded in Plat Book 42 at Page 38, of the Public Records of Broward County, Florida.

TOGETHER WITH:

Commence at the Northwest corner of Section 31, Township 48 South, Range 42 East, and run South, along the West line of said Section 31 for 584.00 feet to the Point of Beginning of the parcel of land hereinafter described; thence run North 89 degrees 49 minutes 20 seconds East parallel with the Southerly Right-of-Way line of Hammondville Road (SR 814) for 773.90 feet; thence run North 2 degrees 14 minutes 10 seconds West for 534.35 feet; thence run North 89 degrees 49 minutes 20 seconds East along the said Southerly Right-of-Way line of Hammondville Road for 1485.04 feet to the East line of Tract 4, Block 94, PALM BEACH FARMS COMPANY SUBDIVISION, as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida; thence run South 00 degrees 40 minutes 20 seconds West along the East line of Tracts 4, 7, 12, 15, 22, 25 and 33 respectively, of said Block 94, for 4899.46 feet; thence run South 89 degrees 52 minutes 55 seconds West along the Northerly Right-of-Way line of the POMPANO CANAL (C-14) for 2180.61 feet; thence run North, along the West line of the aforedescribed Section 31, for 1703.35 feet; thence run North 88 degrees 44 minutes 58 seconds West along the North Right-of-Way line of Lyons Boulevard (now known as West Atlantic Boulevard) for 1077.32 feet; thence run North 0 degrees 36 minutes 05 seconds West along the Easterly Right-of-Way line of State Road No. 7 for 837.31 feet to a Point of Curvature; thence run Northerly along a circular curve to the right having a radius of 1382.75 feet and a central angle of 4 degrees 22 minutes 10 seconds for an arc distance of 105.45 feet to a point on said curve; thence run South 88 degrees 32 minutes 55 seconds East for 1083.17 feet; (said last three courses being coincident with that tract designated as "Shopping Center" on the plat of MARGATE REALTY NO. ONE as recorded in Plat Book 42 at Page 42 of the Public Records of Broward County, Florida); Thence run North along the aforesaid West line of Section 31 for 1720.62 feet to the Point of Beginning, lying and being in the City of Margate, Broward County, Florida.

TOGETHER WITH:

The East 50 feet of the West 60 feet of Tracts 8, 11, 13, 21 and the road reservations lying between said Tracts, Block 94, PALM BEACH FARMS COMPANY SUBDIVISION, as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, lying and being in Broward County, Florida.

OFF. REC. 4673 PAGE 551

EXHIBIT "D"

to that certain Developer Agreement by and between SAMOS CORP., as Developer and MARGATE UTILITIES CORPORATION, dated day of , 19

CONTRIBUTIONS IN AID-OF-CONSTRUCTION

The Developer and Margate hereby mutually agree that the property to be donated hereunder free and clear of all claims, liens and encumbrances, together with the cost of a meter and box of adequate size to serve the property and a connection fee of $200 per equivalent residential connection or $150 per apartment unit to be paid when water service is ordered to any given development phase, shall constitute the contributions required to be delivered by Developer or its successors to Margate and the Authority, and their value will be treated by Margate and the Authority as a contribution in aid-of-construction. Contributions for non-residential buildings will be computed on the basis of 350 gallons per day of water demand or sewage flow per equivalent residential connection.

In consideration of the conveyance to it of the easements, water and sewer lines, lift stations, and sites as provided in the agreement to which this Exhibit D is attached, Margate agrees that at any time any applicant shall pay the said contribution for water and sewer service upon the said property, Margate shall refund to the Developer, Samos, Inc., a portion of the contribution from each applicant for service in the amount of $160 per residential unit or equivalent and $125 per apartment unit. The said refunds for each calendar quarterly period shall be paid within thirty (30) days of the end of each said quarter, that is on or before April 30, July 30, October 30, and January 30 of each year.

Upon payment of the abovementioned connection fee, the cost of the required meter and box, and the refundable security deposit required by the Authority, Margate will provide and install a water meter of adequate size to serve the building.

No consumer will be rendered water or sewer service until all of the above described contributions have been paid or delivered free and clear of all claims, liens and encumbrances, the connection fees have been paid, and proper application has been made, approved, accepted, and the required security deposit paid.

The parties hereto agree that the above connection fee of $200 per equivalent residential connection or $150 per apartment unit is firm for a period of 12 months from the date of this Agreement. Thereafter, this connection charge will be subject to escalation in the event there are increased costs for these services as measured by the Quarterly Construction Index published in Engineering News Record Magazine entitled "20 Cities Construction Cost Index", using as a base the published index for the quarter ended 3/31/70.

In the event treatment standards imposed by regulatory agencies are significantly changed, thereby modifying the cost of providing treatment plant capacity, the Engineer for Margate shall estimate the increased or decreased cost of providing additional treatment plant capacity meeting the required standards over the cost of providing capacity meeting the standards in effect as of the date of this Agreement. A reasonable portion of such increased cost shall be required to be paid to Margate by Developer as a part of the above mentioned connection charge for any service requested after notification of such change in cost has been given to Developer by Margate.

OFF. REC. 4673 PAGE 852

The cost of water meters and boxes at the date of this Agreement are included in the following schedule:

Meter Size	Installation Labor	Meter Cost	Traffic Lid
5/8"	$10.00	$40.00	$3.00
3/4"	10.00	60.00	3.00
1"	15.00	85.00	5.00
1-1/2"	25.00	180.00	25.00
2"	50.00	400.00	35.00
3"	75.00	650.00	50.00

It is recognized by the parties hereto that the above costs of water meters and boxes are subject to change without notice, it being the intent of the parties that developer shall pay the full cost of the labor and materials involved in setting meters of adequate size to serve the property.

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

Order: 12137711
Doc: FLBROW:4673-00844
Page 10 of 10
Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM

70-129537

A G R E E M E N T

THIS AGREEMENT, made and entered into this 11TH day of September, 1970, by and between SAMOS CORP., (hereinafter referred to as the "Developer") and MARGATE UTILITIES CORPORATION, a Florida Corporation, 20215 N.W. 2nd Avenue, Miami, Florida 33169 (hereinafter referred to as "Margate"),

W I T N E S S E T H:

WHEREAS, the Margate Utility Authority, Inc., a non-profit Florida Corporation (hereinafter referred to as the "Authority") owns and operates in Broward County a central water and sewer system (as defined in Chapter 367, Florida Statutes, "The Water and Sewer Regulatory Act") under a franchise issued by the City of Margate, Florida, and a Certificate of Public Convenience and Necessity issued by the Florida Public Service Commission, and provides water distribution and sewage disposal facilities to properties and the occupants thereof in its approved area of service in Broward County; and

WHEREAS, pursuant to the terms of an Agreement of Purchase and Sale dated June 25, 1968, Margate is to represent the Authority as its exclusive agent and have the exclusive right to negotiate and conclude the terms and conditions of all water and sewer agreements with developers and to consumate same; and

WHEREAS, the Developer owns or controls property described in Exhibit "A" attached hereto (hereinafter referred to as the "Property"), and the Developer is desirous of promoting the extension by the Authority of its central water and sewer systems so that there will be available to the Property and the improvements to be constructed thereon from time to time and the occupants thereof adequate water supply and sewage disposal services from the central water and sewer systems of the Authority in order to meet the requirements of certain Federal, State and private agencies,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. Developer hereby gives and grants unto Authority, its successors and assigns, the exclusive perpetual right and privilege to own, maintain and operate the Water System and the Sewer System to serve the Developer's Property; and, the exclusive and perpetual right, privilege, easement and right-of-way to construct, reconstruct, install, lay, own, operate, maintain, extend, remove and inspect water transmission and distribution and sanitary sewage collection and transmission lines, mains, pipes, laterals, manholes, valves, pumping stations, lift stations, connections and all related and appurtenant facilities and equipment in, under, through, over, upon and across all present and future streets, avenues, roads, terraces, places, courts, alleys, ways, easements, reserved utility strips and utility sites, rights-of-way and easements, and other public, quasi-public areas, places and locations, including but not limited to any lake, canal or other water area, shown on any plat or plats of the Developer's Property, or any part thereof, which may be recorded from time to time, or which may be provided for in agreements independent of such plat or plats, or in dedications or

'70 OCT 20 AM 10:31

OFF. REC. 4329 PAGE 124

THIS INSTRUMENT WAS PREPARED BY
WILLIAM J. GRAY, ESQ.
20215 N. W. 2ND AVE., MIAMI, FLA. 33169.

400

Order: 12137711 Page 1 of 19 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4329-00124

otherwise (all of the foregoing hereafter being called "easement areas"), together with the full use, occupation and enjoyment thereof for such purposes, and all rights and privileges incident or appertaining or appurtenant thereto, including but not limited to the right of ingress and egress for such purposes throughout such easement areas on any such plat or plats. In addition to easements over areas above provided or described, Developer shall convey to Authority easements where necessary not more than fifteen feet in width along property lines of all lots to be provided with utility service hereunder and which do not abut the areas above described. Simultaneously with the recording of any plat or plats, or thereafter, at the option and upon request of either Authority or Margate or the successors or assigns of either, Developer shall execute and deliver a grant or grants of easement in recordable form, to be approved by the requesting entity, designating or describing the easement areas granted by this paragraph.

2. Margate covenants that it will use due diligence in ascertaining all easement locations; however, should Margate install any facilities outside a dedicated easement area, Developer, the successors and assigns of Developer, covenant and agree that Authority or Margate will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with the then or proposed use of the area and/or depreciate the fair market value of the area in which the facilities have been installed.

3. Nothing contained in this Agreement shall prevent Developer, or any subsequent owner of Developer's Property, or of any part thereof, from granting rights, privileges, easements and rights-of-way in such easement areas for the furnishing of utility services other than water service or sewer service. Every such other grant shall be on the express condition that the Grantee shall not impair or interfere with the use, occupation and enjoyment of the easement areas by Authority, and that the Grantee shall be liable to Authority for any injury or damage by the Grantee to any facilities of Authority.

4. The Developer, as a further consideration of this Agreement, and in order to effectuate the foregoing grants to the Authority, hereby places the following covenant, as a covenant running with the land, upon the Developer's Property thereby subjecting it to a limitation, condition or restriction in favor of the Authority as follows:

> "Margate Utility Authority, Inc. (the "Authority"), or its successors or assigns, has the sole and exclusive right to provide all water and sewer facilities and service to the Developer's Property described in Exhibit "A" and to any property to which water or sewer service is actually rendered pursuant to this Agreement. All occupants of any residence, building, unit or improvement erected on the Developer's Property, and all subsequent or future owners or purchasers of the Developer's Property, or any portion thereof, shall receive their water and sewer service from the aforesaid corporation, or its successors, and shall pay for

OFF. REC. 4329 PAGE 125

Order: 12137711 Page 2 of 19 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4329-00124

the same in accordance with the terms, conditions, tenor and intent of this Agreement, for so long as the aforesaid corporation, or its successors or assigns provide such services, or either of them to the Developer's Property; and, all occupants of any residence, building, unit or improvement erected on the Developer's Property, and all subsequent or future owners or purchasers of the Developer's Property, or any portion thereof, agree by occupying any premises on the Developer's Property, or by recording any deed of conveyance with respect to the Developer's Property that they will not construct, dig, build or otherwise make available or use water service or sewer service from any source other than that provided by the Authority. However, there is excluded from this restriction any water well or water source used solely and exclusively for the purpose of supplying water for air conditioning, swimming pools or irrigation on the Developer's Property. The Authority shall have access at all reasonable times to every water meter it shall have installed, for the purposes of reading, maintaining, repairing, checking, adjusting, regulating and replacing the water meter. Water supplied by Authority to any customer shall not be offered for resale or be resold. The sole, only and exclusive obligation of Authority respecting the supplying of water shall be to supply at its water meters potable water suitable for domestic or commercial consumption. Whether or not in accepting donations of and operating facilities to supply water for such use, the facilities so accepted and operated include fire hydrants or facilities designed for the subsequent installation of fire hydrants, Authority shall not be obligated to supply water for fire protection or extinguishment purposes on Developer's Property or in the vicinity thereof and shall not be obligated or under any duty, express or implied, to provide or maintain in the Water System a supply of water sufficient or under pressure adequate for fire protection or extinguishment purposes on Developer's Property or in the vicinity thereof, and shall not be liable for any injury, damage or loss by fire which may be suffered or sustained by any person residing, owning or having a building or other possession, tangible or intangible, on Developer's Property. or in the vicinity thereof, or who for any purpose or reason whatsoever may be on Developer's Property or in the vicinity thereof, whether or not such injury, damage or loss shall be claimed, asserted or alleged to have resulted from or to have been caused or contributed to by reason of the supply of water in the Water System at any time having been insufficient or under pressure inadequate for fire protection or extinguishment purposes on Developer's Property or in the vicinity thereof."

OFF. REC. 4329 PAGE 126

Order: 12137711 Page 3 of 19 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4329-00124

5. Further, in order to give an additional and supplementary notice to all the future owners of any of the Developer's Property of the rights of Authority and Margate to provide the Developer's Property with water and sewage facilities and services, the Developer hereby covenants and agrees to have the above restrictive covenant included in the general subdivision restrictions and to place the same of record in the Public Records of Broward County, the County in which the Developer's Property is located.

6. Further, the Developer covenants and agrees to provide Authority, at no cost to Authority, all the pumping station sites and lift station sites which are located on the Developer's Property (hereinafter collectively referred to as the "sites"), Margate may need to install its water and sewage facilities. These sites shall be conveyed by the owners of the sites to the Authority by warranty deed free from all encumbrances. The Authority and Margate hereby agree that neither will require the Developer to release from any mortgage on the Developer's Property any easement area in which it proposes to install any of its facilities, provided the easement has been duly dedicated and the Developer has complied with the following requirements: that all mortgagees, if any, consent or join in the granting to Margate and the Authority of the exclusive right to provide water and sewage facilities and service to all the Developer's Property; consent or join in the placing of the above restrictive covenant on the Developer's Property in favor of Authority; and consent or join in the dedication of the easement areas.

7. Developer will at its own cost and expense engineer, construct and install (in accordance with plans previously approved by Margate), all of the on-site water distribution lines and sewage collection lines, including any required lift stations, pumping stations, and all equipment or facilities incident thereto (except water meters, which will be supplied by Margate) which shall be required to extend the Authority's water system and sewer system into the Property and the occupants thereof. All water distribution and sewage collection facilities constructed to serve the Property shall be subject to the approval of said Engineer of Margate. Such inspection shall be made as described in the construction specifications supplied by Margate. No charge will be made for the inspection.

8. Developer will engineer and construct the water and sewer extensions necessary to connect the existing facilities of the Authority to the on-site water distribution and sewage collection systems on the Property. Developer shall submit all plans and specifications for the construction of any on-site or off-site water and sewer facilities to be located in dedicated rights-of-way and easement areas for the review and approval by the Engineer for Margate, prior to the commencement of the construction covered by such plans and specifications. Developer will not be required to install any off-site sewage pumping or transmission facilities until building permits have been requested for the construction of units cumulatively totaling a minimum of 900 equivalent residential connections on the Property, providing the pattern of development will allow the utilization of pumping station number 12, which is to be constructed by Margate at no cost to the Developer on a site to be conveyed by Developer, located on Lot A, Block 1 of Hammond Heights, Section 3.

9. Service Company will install the water meters and boxes when all of the following conditions have been performed:

(a) Developer has delivered to Margate a tentative master development plan dividing the Property into lots or parcels in substantial accordance with the plan as described and set out in Exhibit "B."

(b) Developer has executed and delivered to Margate conveyances of all necessary easements in the Property required for

OFF REC 4329 PAGE 127

Order: 12137711 Page 4 of 19 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4329-00124

the installation of facilities and service by Margate and the Authority, including lift station site or sites.

(c) Developer has submitted all plans and specifications for the construction of any on-site water and sewer facilities for the review and approval by the Engineer for Margate, prior to the commencement of the construction covered by such plans and specifications.

(d) Developer has furnished to Margate for each area where water and sewer service is requested, "as built" drawings and a certificate from a professional engineer, registered in the State of Florida, to the effect that installed facilities have been constructed in compliance with the plans and specifications as approved by the Engineer for Margate and the results of bacteriological tests of the installed water lines approved by the County Health Department.

(e) Developer has installed at an agreed upon distance and grade within the utility easement a painted location and grade marker (stake) indicating the place where each water meter and box is to be installed by Margate. Developer agrees that Margate shall not be required to set a meter unless this stake is in place. Developer agrees that any repairs, relocation or replacement made necessary by improper location or grade of said marker shall be made at the Developer's expense.

(f) Developer has performed and carried out all other terms and conditions of this Agreement which are conditions precedent to the commencement of construction.

10. The Authority has agreed that after Margate has provided water and sewage facilities to the property, and the Developer or others have connected consumer installations to its systems, thereafter the Authority will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, including rules and regulations and rate schedules, water and sewage services to the Property in a manner to conform with all reasonable requirements of the State Board of Health and other governmental agencies having jurisdiction over the water supply and sewage disposal operations of the Authority.

11. After the installation of Water System extension facilities to serve any lot, Authority, upon request of Developer or of anyone else constructing a building on such lot, will furnish water for the construction of such building. Such water shall be supplied by Authority at its authorized customer rates for metered water. Upon the sale of such building the seller shall notify Authority and a final reading of the water meter shall be made for water charges to the seller. Thereafter the furnishing of water and sewer services shall be on the basis of service contracts between the purchaser and Authority.

12. To induce Margate and the Authority to provide the water and sewer facilities and service to the Property, as a contribution in aid-of-construction, the Developer hereby agrees to convey to the

OFF REC 4329 PAGE 128

Order: 12137711 Page 5 of 19 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4329-00124

Authority, free and clear of all claims, liens and encumbrances, by a duly executed Bill of Sale in recordable form, all the on-site and off-site water and sewer facilities located in public rights-of-way or easement areas constructed by the Developer pursuant to this Agreement when connected to the water system and sewer system of the Authority. Said Bill of Sale shall also be accompanied by a verified Itemized Statement indicating the itemized installed costs of the various elements of the on-site facilities. The required Bill of Sale and statement shall be submitted to Margate for transmittal to the Authority.

13. Within a period of fifteen (15) days after the execution of this Agreement, at the expense of the Developer, the Developer agrees to either deliver to Margate an Abstract of Title brought up-to-date, which abstract shall be retained by Margate, or to furnish Margate an opinion of title from a qualified attorney-at-law with respect to the Property, which opinion shall include a current report on the status of the title setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants running with the land.

14. The Developer agrees that all water and sewer facilities located in public rights-of-way or easement areas used, useful or held for use in connection with providing water and sewer service to the Property, shall at all times remain in the sole, complete and exclusive ownership of the Authority, its successors and assigns, and any person or entity owning any part of the Property or any residence, apartment, building, or unit constructed or located thereon, shall not have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose. Developer hereby agrees to reimburse Margate or the Authority for any modifications which Margate or the Authority shall be required to make to the facilities serving the Developer's Property which are made necessary by changes in the development plan as set forth in Exhibit "B." Developer will, at its own cost and expense, obtain any easements required by Margate or the Authority for the installation or relocation of its facilities resulting from changes in the development plan.

15. Authority shall have the right and privilege to use all water system and sewer system service facilities located in public rights-of-way or easement areas used, useful or held for use, in connection with the water system and the sewer system, including but not limited to all such facilities installed by Developer and donated to Authority and all such facilities serving Developer's Property, for the purpose of providing, by means of other, further and additional extensions thereof, water and sewer service to other persons, firms, corporations, entities and developers located within or beyond the limits of Developer's Property.

16. (a) To further induce Margate and the Authority to provide the central water and sewer facilities and service to the Property, the Developer hereby covenants and agrees to pay to Margate prior to making the connections from the mains and lines of the Authority to the individual or apartment units (hereinafter referred to as "Consumer Connections") the sums set forth in Exhibit "D" as a tap-in fee for a meter of adequate size to serve the building for the extended central water and sewer facilities required to be installed by Margate, to provide water and sewer facilities of adequate capacity to service the Property, and to provide treatment facilities which meet the standards of the regulatory agencies. Industrial, commercial or multiple dwelling units will be subject to a tap-in fee based on the size of meter required and a

OFF. REC. 4329 PAGE 129

Order: 12137711 Page 6 of 19 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4329-00124

connection fee based on anticipated water consumption which will be ascertained in accordance with the provisions of Exhibit "D."

(b) Payment of the fees set forth above does not and will not result in the Authority waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making the contribution.

(c) It is understood that construction under this Agreement will take place over an extended term of years. It is agreed and understood that the payments to be made to Margate as set forth herein are based upon water and sewer system construction costs prevailing in Southern Florida in 1970. In order to provide for increased construction costs which may prevail in future years, it is agreed that whenever any payment may become due to Margate hereunder, the actual tap-in payment shall be the sums as set forth herein, multiplied by the ratio of such construction costs then prevailing to such construction costs prevailing in Southern Florida during the year 1970 as determined by the provisions of Exhibit "D."

17. (a) The Authority has agreed that the initial rates to be charged to individual consumers of water service and sewage service shall be those shown in the rate schedule annexed hereto, made a part hereof, marked Exhibit "C"; however, the Authority shall be allowed to charge from time to time such amended rates as may be allowed by law.

(b) Notwithstanding any provision in this Agreement, the Authority may establish, amend or revise from time to time in the future and enforce rules and regulations covering both water service and sewage service to the Property. However, all such rules and regulations so established by the Authority shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

18. The responsibility for making Consumer Connections is that of Developer (except for the installation of water meters which is the responsibility of Margate) and with reference to such Consumer Connections Developer agrees as follows:

(a) Consumer Connections to the mains of the Authority must be inspected and approved by Margate before backfilling and covering up the connecting pipes.

(b) The building or plumbing contractor engaged by the Developer to install the Consumer Connections shall give Margate notice when the sewer connecting lines have been installed and Margate shall have twenty-four (24) hours within which to inspect such lines after receipt of such notice. If the lines are not inspected within 24 hours, the lines shall be deemed to be accepted.

(c) No connection shall ever be made from homes or apartments to the Authority's mains nor shall any meters be connected nor shall the Authority ever be required to provide its services to any unit which is connected to the mains of the Authority in violation of the provisions of this Article 18, or in violation of any other Article or provision contained in this Agreement.

(d) No connection shall be made by Margate until formal written application has been made to the Authority by the prospective consumer in accordance with the then effective rules and regulations of the Authority and approval for such connection has been granted.

OFF. REC. 4329 PAGE 130

Order: 12137711 Page 7 of 19 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4329-00124

(e) The cost of constructing all Consumer Connections, and the cost and expenses of operating, repairing and maintaining any Consumer Connection shall be that of Developer or others than the Authority or Margate.

19. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram, as follows:

To the Developer at:

SAMOS CORP.
% Courtelis Company
1101 Brickell Avenue
Suite 316
Miami, Florida 33131

To Margate at:

MARGATE UTILITIES CORPORATION
20215 N.W. 2nd Avenue
Miami, Florida 33169

20. The rights, privileges, obligations and covenants of Developer, the Authority and Margate shall survive the completion of the work of the parties with respect to installation of the facilities and services to the Property. This Agreement shall be binding upon and shall inure to the benefit of Developer, the Authority and their respective assigns and successors by merger, consolidation, conveyance or otherwise.

21. Notwithstanding any provision in this Agreement to the contrary, all obligations of Margate and the Authority under this Agreement shall be contingent upon (a) the acquisition by the Authority of all rights-of-way and easements necessary for the extension of its water and sewer systems to serve the Property, as aforesaid; (b) the issuance to Margate, the Authority and the Developer by the State of Florida, Broward County, or the applicable governmental entity, commission, board, agency or official, of all necessary approvals, authorizations and permits as are now or hereafter may be required by statute, ordinance, resolution, regulation, rule or ruling.

22. In the event that performance of this Agreement by any party is prevented or interrupted in consequence of any cause beyond the control of said party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use of availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights, disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake or other casualty or disaster or catastrophe, exercise of the power of Eminent Domain, governmental rules or acts or orders or restrictions or regulations or requirements, act or action of any government or public or governmental authority or commission or board of agency or agent or official or officer, the enactment or passage or adoption heretofore or hereafter or the enforcement of any statute or ordinance or resolution or regulation or rule or ruling or order, or the process or order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

23. This Agreement shall be binding upon and shall inure to the benefit of the Developer, the Authority, Margate and their

OFF. REC. 4329 PAGE 131

Order: 12137711 Page 8 of 19 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4329-00124

respective assigns and corporate successors by merger, consolidation or conveyance. Margate is hereby granted the right to assign this Agreement to its parent corporation or any of the subsidiaries of the parent now in existence or hereafter formed.

24. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by all parties hereto.

25. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior agreements, representations and understandings, either oral or written, relating hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their names and corporate seals on the day and year first above written.

SAMOS CORP.
DEVELOPER

By _____
Alec P. Courtelis, President

Attest: _____
Douglas Pitts, Secretary

MARGATE UTILITIES CORPORATION
individually and as agent for
Margate Utility Authority, Inc.

By _____

Attest: _____

OFF. REC. 4329 PAGE 132

Order: 12137711 Page 9 of 19 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4329-00124

STATE OF FLORIDA :
: SS
COUNTY OF DADE :

I HEREBY CERTIFY that on this 16th day of July, 19 70 before me personally appeared Alec P. Courtelis, President, and Douglas Pitts, Secretary, respectively, of SAMOS CORP. a corporation under the laws of the State of Florida, to me known to be the person(s) who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation, such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at Miami, said County and State, the day and year aforesaid.

NOTARY PUBLIC
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA

My commission expires:
March 8, 1971

STATE OF FLORIDA :
: SS
COUNTY OF DADE :

I HEREBY CERTIFY that on this 11th day of September, 19 70, before me personally appeared J. Peter Martin, Vice-President, and William J. Gray, Secretary, respectively of MARGATE UTILITIES CORPORATION, a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers, and each of whom acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that said instrument is the act and deed of said corporation, such execution having been authorized by the governing body thereof.

WITNESS my signature and official seal at Miami, said County and State, the day and year last aforesaid.

NOTARY PUBLIC
State of Florida at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 19, 1973
BONDED THRU FRED W. DIESTELHORST

OFF. REC. 4329 PAGE 133

Order: 12137711 Page 10 of 19 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4329-00124

JOINDER IN AGREEMENT

In consideration of the foregoing Agreement of MARGATE UTILITIES CORPORATION to provide water and sewer service to the lands described therein, Alec P. Courtelis, and his wife, Louise H. Courtelis, Donald L. Smith, and Zinke-Smith, Inc., a Florida corporation, all of whom are Owners of the said lands, join in and consent to the foregoing agreement between the developer, SAMOS CORP. and MARGATE UTILITIES CORPORATION.

Maurice Seidl
Witness

Norma Schultz
Witness

Maurice Seidl
Witness

Norma Schultz
Witness

Maurice Seidl
Witness

Norma Schultz
Witness

Alec P. Courtelis (SEAL)
Alec P. Courtelis

Louise H. Courtelis (SEAL)
Louise H. Courtelis

(SEAL)
Donald L. Smith

ATTEST:

Secretary

(CORPORATE SEAL)

ZINKE-SMITH, INC.

By
President

OFF. REC. 4329 PAGE 134

JOINDER IN AGREEMENT

In consideration of the forgoing Agreement of MARGATE UTILITIES CORPORATION to provide water and sewer service to the lands described therein, Bankers National Life Insurance Company, a New Jersey corporation, a Mortgagee of a portion of the said lands described in the foregoing Agreement, joins in and consents to the foregoing agreement between the developer, SAMOS CORP., and MARGATE UTILITIES CORPORATION, which has been consented to by joinder by all of the Owners thereof.

BANKERS NATIONAL LIFE INSURANCE CO.

Margaret Jones
Witness
Margaret Jones

By Charles A. Curtis
Charles A. Curtis
Investment Vice President

Alice D. McManus
Witness
Alice D. McManus

ATTEST:

Robert W. Shepard
Robert W. Shepard
Vice President - Mortgages

(CORPORATE SEAL)

OFF. REC. 4329 PAGE 135

JOINDER IN AGREEMENT

In consideration of the foregoing Agreement of MARGATE UTILITIES CORPORATION, to provide water and sewer service to the lands described therein, Victor H. Semet and his wife, Florence R. Semet, a Mortgagee of a portion of the said lands described in the foregoing agreement join in and consent to the foregoing agreement between the developer, SAMOS CORP., and MARGATE UTILITIES CORPORATION, which has been consented to by joinder by all of the Owners thereof.

Witness

Witness

Witness

Witness

Victor H. Semet (SEAL)
Victor H. Semet

Florence R. Semet (SEAL)
Florence R. Semet

OFF. REC. 4329 PAGE 136

JOINDER IN AGREEMENT

In consideration of the foregoing Agreement of MARGATE UTILITIES CORPORATION to provide water and sewer service to the lands described therein, Pompano Beach Bank and Trust Company, a Florida corporation, a Mortgagee of a portion of the said lands described in the foregoing agreement, joins in and consents to the foregoing agreement between the developer, SAMOS CORP., and MARGATE UTILITIES CORPORATION, which has been consented to by joinder by all of the Owners thereof.

POMPANO BEACH BANK AND TRUST COMPANY

Witness

By

Witness

ATTEST:

(CORPORATE SEAL)

OFF. REC. 4329 PAGE 137

EXHIBIT "A"

to that certain Developer Agreement by and between SAMOS CORP., as Developer, and MARGATE UTILITIES CORPORATION, dated

LEGAL DESCRIPTION OF THE LAND TO BE SERVED:

A portion of Section 36, Township 48 South, Range 41 East, and a portion of Section 31, Township 48 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

Lot "A", Block 1; the East 100.00 feet of Lot 1, Block 3; Lots 1, 2, 3 and 28, Block 4; all according to that certain plat of HAMMON HEIGHTS SECTION THREE as recorded in Plat Book 39 at Page 50 of the Public Records of Broward County, Florida.

TOGETHER WITH:

Lots "A" and "B", according to that certain plat of RESUBDIVISION OF LOT 32, BLOCK 3, HAMMON HEIGHTS SECTION THREE as recorded in Plat Book 42 at Page 38, of the Public Records of Broward County, Florida.

TOGETHER WITH:

Commence at the Northwest corner of Section 31, Township 48 South, Range 42 East, and run South, along the West line of said Section 31 for 584.00 feet to the Point of Beginning of the parcel of land hereinafter described; thence run North 89 degrees 49 minutes 20 seconds East parallel with the Southerly Right-of-Way line of Hammondville Road (SR 814) for 773.90 feet; thence run North 2 degrees 14 minutes 10 seconds West for 534.35 feet; thence run North 89 degrees 49 minutes 20 seconds East along the said Southerly Right-of-Way line of Hammondville Road for 1485.04 feet to the East line of Tract 4, Block 94, PALM BEACH FARMS COMPANY SUBDIVISION, as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida; thence run South 00 degrees 40 minutes 20 seconds West along the East line of Tracts 4, 7, 12, 15, 22, 25 and 33 respectively, of said Block 94, for 4899.46 feet; thence run South 89 degrees 52 minutes 55 seconds West along the Northerly Right-of-Way line of the POMPANO CANAL (C-14) for 2180.61 feet; thence run North, along the West line of the aforedescribed Section 31, for 1703.35 feet; thence run North 88 degrees 44 minutes 58 seconds West along the North Right-of-Way line of Lyons Boulevard (now known as West Atlantic Boulevard) for 1077.32 feet; thence run North 0 degrees 36 minutes 05 seconds West along the Easterly Right-of-Way line of State Road No. 7 for 837.31 feet to a Point of Curvature; thenoe run Northerly along a circular curve to the right having a radius of 1382.75 feet and a central angle of 4 degrees 22 minutes 10 seconds for an arc distance of 105.45 feet to a point on said curve; thence run South 88 degrees 32 minutes 55 seconds East for 1083.17 feet; (said last three courses being coincident with that tract designated as "Shopping Center" on the plat of MARGATE REALTY NO. ONE as recorded in Plat Book 42 at Page 42 of the Public Records of Broward County, Florida); Thence run North along the aforesaid West line of Section 31 for 1720.62 feet to the Point of Beginning, lying and being in the City of Margate, Broward County, Florida.

TOGETHER WITH:

The East 50 feet of the West 60 feet of Tracts 8, 11, 13, 21 and the road reservations lying between said Tracts, Block 94, PALM BEACH FARMS COMPANY SUBDIVISION, as recorded in Plat Book 2 at Page 54 of the Public Records of Palm Beach County, Florida, lying and being in Broward County, Florida.

OFF. REC. 4329 PAGE 138

EXHIBIT "B"

to that certain Developer Agreement by and between SAMOS CORP. , as Developer, and MARGATE UTILITIES CORPORATION, dated day of

DESCRIPTION OF MASTER PLAN AND PROPOSED

PLAT OF THE LAND TO BE SERVED:

The Property covered by this Agreement shall be subdivided in substantial accord with the following described drawing:

Preliminary Master Plan entitled, "An Urban Center", prepared by Sanford Sevel, Landscape Architect--Land Planner, dated February 13, 1970.

OFF. REC. 4329 PAGE 139

Order: 12137711 Page 16 of 19 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4329-00124

EXHIBIT "C"

to that certain Developer Agreement by and between SAMOS CORP. , as Developer, and MARGATE UTILITIES CORPORATION, dated day of

SCHEDULE OF INITIAL RATES FOR WATER SERVICE

AND SEWER SERVICE

Service under this schedule is subject to the current and future General Rules and Regulations for Water and Sewer Service on file in the principal office of the Margate Utility Authority and made a part hereof by reference.

The Company may from time to time in the future establish, amend or revise, and enforce different rules and regulations and rates or rate schedules reflecting rates lower or higher than those established below. However, any such lower or higher rates or rate schedules so established and enforced from time to time by the Company shall at all times be reasonable and subject to such regulations as may be provided by law or contract.

Bills for service will be rendered monthly, quarterly, or for such periods as may be stated in the rate schedule below.

Initial Water Service Rates are as follows:

WATER RATE SCHEDULE GENERAL

Minimum monthly charge for 3,000 gallons or less of water used	$ 3.00
Each additional hundred gallons or fraction thereof to 13,000 gallons . . .	.05
Each additional hundred gallons or fraction thereof over 13,000 gallons . .	.04

SEWER RATE SCHEDULE - RESIDENTIAL

Minimum monthly charge - one bath home	$ 5.00
Monthly charge for each additional toilet . .	1.00
Water and Sewer Deposit	$ 20.00

Meters for commercial use and larger than 5/8" meter deposits are two times the estimated water and sewer bill.

OFF. REC. 4329 PAGE 140

Order: 12137711 Page 17 of 19 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4329-00124

to that certain Developer Agreement by and between SAMOS CORP., as Developer and MARGATE UTILITIES CORPORATION, dated day of , 19

CONTRIBUTIONS IN AID-OF-CONSTRUCTION

The Developer and Margate hereby mutually agree that the property to be donated hereunder free and clear of all claims, liens and encumbrances, together with the cost of a meter and box of adequate size to serve the property and a connection fee of $200 per equivalent residential connection or $150 per apartment unit to be paid when water service is ordered to any given development phase, shall constitute the contributions required to be delivered by Developer or its successors to Margate and the Authority, and their value will be treated by Margate and the Authority as a contribution in aid-of-construction. Contributions for non-residential buildings will be computed on the basis of 350 gallons per day of water demand or sewage flow per equivalent residential connection.

In consideration of the conveyance to it of the easements, water and sewer lines, lift stations, and sites as provided in the agreement to which this Exhibit D is attached, Margate agrees that at any time any applicant shall pay the said contribution for water and sewer service upon the said property, Margate shall refund to the Developer, Samos, Inc., a portion of the contribution from each applicant for service in the amount of $160 per residential unit or equivalent and $125 per apartment unit. The said refunds for each calendar quarterly period shall be paid within thirty (30) days of the end of each said quarter, that is on or before April 30, July 30, October 30, and January 30 of each year.

Upon payment of the abovementioned connection fee, the cost of the required meter and box, and the refundable security deposit required by the Authority, Margate will provide and install a water meter of adequate size to serve the building.

No consumer will be rendered water or sewer service until all of the above described contributions have been paid or delivered free and clear of all claims, liens and encumbrances, the connection fees have been paid, and proper application has been made, approved, accepted, and the required security deposit paid.

The parties hereto agree that the above connection fee of $200 per equivalent residential connection or $150 per apartment unit is firm for a period of 12 months from the date of this Agreement. Thereafter, this connection charge will be subject to escalation in the event there are increased costs for these services as measured by the Quarterly Construction Index published in Engineering News Record Magazine entitled "20 Cities Construction Cost Index", using as a base the published index for the quarter ended 3/31/70.

In the event treatment standards imposed by regulatory agencies are significantly changed, thereby modifying the cost of providing treatment plant capacity, the Engineer for Margate shall estimate the increased or decreased cost of providing additional treatment plant capacity meeting the required standards over the cost of providing capacity meeting the standards in effect as of the date of this Agreement. A reasonable portion of such increased cost shall be required to be paid to Margate by Developer as a part of the above mentioned connection charge for any service requested after notification of such change in cost has been given to Developer by Margate.

OFF. REC. 4329 PAGE 141

Order: 12137711 Page 18 of 19 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4329-00124

The cost of water meters and boxes at the date of this Agreement are included in the following schedule:

Meter Size	Installation Labor	Meter Cost	Traffic Lid
5/8"	$10.00	$40.00	$3.00
3/4"	10.00	60.00	3.00
1"	15.00	85.00	5.00
1-1/2"	25.00	180.00	25.00
2"	50.00	400.00	35.00
3"	75.00	650.00	50.00

It is recognized by the parties hereto that the above costs of water meters and boxes are subject to change without notice, it being the intent of the parties that developer shall pay the full cost of the labor and materials involved in setting meters of adequate size to serve the property.

OFF. REC. 4329 PAGE 142

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

Order: 12137711 Page 19 of 19 Requested By: JonathanRenfroe, Printed: 12/6/2024 12:33 PM
Doc: FLBROW:4329-00124