

THIS INSTRUMENT PREPARED BY:

David N. Tolces, Esq.
Weiss Serota Helfman Cole & Bierman, PL
2255 Glades Road, Suite 200-E
Boca Raton, FL 33433
(561) 835-2111

PUBLIC WATER UTILITY EASEMENT AGREEMENT

THIS PUBLIC WATER UTILITY EASEMENT AGREEMENT (the "Agreement") is made this ____ day of _____, 2025, by and between STRADA CC DEVELOPMENT, LLC, a Florida limited liability company, having an address at 1860 SW Fountainview Boulevard, Suite 200, #91, Port St. Lucie, FL 34986 ("Strada") and JAMES'S PLACE, LLC, a Massachusetts limited liability company, having an address at 265 Newbury Street, Peabody, MA 01960 ("James's Place") and SELF STORAGE COCONUT CREEK PARKWAY COCONUT CREEK, LLC a Florida limited liability company, having an address at 1801 S Federal Highway, Boca Raton, FL 33432 ("Self-Storage") (Self-Storage and James's Place and Strada referred to collectively as, the "GRANTOR"), and CITY OF MARGATE, a Florida municipal corporation, having an address at 5790 Margate Blvd, Margate, Florida 33063 (hereinafter referred to as the "GRANTEE").

RECITALS:

1. GRANTOR owns fee simple title to certain real property located in Broward County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Grantor Property").
2. GRANTEE operates public water utility facilities throughout the City of Margate and a portion of the City of Coconut Creek, and GRANTOR desires to allow GRANTEE to utilize a portion of GRANTOR's property for the purpose of constructing, installing, maintaining, and repairing public water utility improvements within the easement granted by GRANTOR.
3. GRANTOR desires to grant certain easement rights in the Property to GRANTEE in conjunction therewith for public water utility purposes as well as ingress and egress in, over, under, upon and through the Property for the purpose of maintaining, repairing and replacing the public water utility improvements, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

- 1. Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Agreement as if fully set forth herein.

2. Grant of Public Water Utility Easement. GRANTOR does hereby grant and convey to the GRANTEE, a perpetual public water utility easement (the "Public Water Utility Easement") for the purpose of installing, operating, and maintaining public water utility improvements and appurtenant facilities over, under, and across such areas of the GRANTOR's Property as more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

3. Construction and Ingress and Egress Easement. GRANTOR does hereby grant and convey to the GRANTEE, a perpetual easement for ingress, egress, regress, construction, repair, and maintenance of public water utility improvements and appurtenant facilities contained within the Public Water Utility Easement.

4. Installation and Maintenance of Facilities. All pipes, valves, hydrants, and other facilities for which the Public Water Utility Easement have been created shall be installed and constructed by GRANTOR, subject to inspection and approval by GRANTEE. Following the installation of the public water utility improvements by the GRANTOR and acceptance by the GRANTEE, the GRANTOR shall convey the public water utility improvements to the GRANTEE pursuant to a Bill of Sale executed by GRANTOR and accepted by GRANTEE. Thereafter, the public water utility improvements and appurtenant facilities shall be maintained and repaired by GRANTEE. GRANTEE agrees, at its sole cost and expense, to maintain, repair and replace all public water utility improvements and facilities located within the Public Water Utility Easement.

- (a.) Upon completion of the construction of the public water utility improvements and appurtenances, GRANTOR shall provide GRANTEE an as-built drawing certified by the Registered Land Surveyor or Engineer of Record of all improvements within the Public Water Utility Easement, and adjacent areas disturbed and restored due to the construction activities. GRANTOR shall also provide GRANTEE the Engineer of Record's Certification of Completion.
- (b.) It shall be GRANTOR's responsibility, at its sole expense to repair and/or replace all portions of the real property, including, but not limited to, any structures, brick pavers, concrete, asphalt, curbs, gutters, sidewalks, lighting, electrical improvements, sanitary sewer lines, stormwater drainage lines, exfiltration trenches, storm structures, irrigation lines, landscaping, sod removed or damaged during the construction, reconstruction, operation and maintenance of the public water utility improvements and the appurtenant facilities installed within the Public Water Utility Easement.

In the event of damage or destruction of the GRANTOR's Property, GRANTOR agrees that the GRANTOR, at its sole cost and expense, shall promptly repair and restore the area to a condition substantially similar to that immediately prior to such damage or destruction. Through the duration of this Public Water Utility Easement, the GRANTEE shall not be responsible for the payment of any cost or expense associated with the repair or replacement of any portion of GRANTOR's

property, or for any damage to any of GRANTOR's improvements located on any portion of GRANTOR's Property, or to any property owned by any third party.

5. **Improvements and Restoration.** Except as provided herein, GRANTOR and its successors and assigns agree not to build, construct or create, or permit others to build, construct or create any buildings or vertical structures on the GRANTOR's Property that may interfere with the maintenance, repair and/or replacement of the Public Water Utility Easement, and/or any rights of excavation and ingress and egress set forth herein.

- (a.) GRANTOR shall be permitted to install improvements within the Public Water Utility Easement consistent with the approved site plan which is attached hereto as Exhibit "C," which is incorporated herein by reference. Any improvements shall be constructed in a manner that does not interfere with the public water utility improvements and appurtenant facilities, in accordance with any City of Margate regulations related to the operation and maintenance of the City's public water utility, subject to the approval of the City's Department of Environmental and Engineering Services.
- (b.) In the event any improvements must be temporarily removed due to the repair, reconstruction, or maintenance of the public water utility and appurtenances, the GRANTOR shall, at its sole cost and expense, re-install the improvements using identical materials available, or replace in-kind, in accordance with the applicable regulations, and the site plan.
- (c.) In the event the GRANTEE performs any repair work on the public water utility improvements, the GRANTEE shall backfill and return the property that is disturbed by the repair work to grade.

6. **Indemnification.** The GRANTOR agrees to indemnify, defend, and hold the GRANTEE harmless from any and all damages, claims, or injuries caused by the actions of the GRANTOR or the GRANTEE, its employees, officials, representatives, and contractors, to the primary structures located on GRANTOR's Property, to GRANTOR's Property, to any real or personal property owned by third-parties located on GRANTOR's Property, or to any individuals on GRANTOR's Property as a result of the construction, installation, maintenance, or repair of the public water utility system and appurtenances located within the Public Water Utility Easement. The GRANTOR's obligation to indemnify and hold the GRANTEE harmless includes any and all court costs and reasonable attorney's fees and paralegal expenses incurred at both the trial and appellate levels. Nothing herein shall constitute a waiver of the GRANTEE's entitlement to sovereign immunity, or to the GRANTEE's protections pursuant to Section 768.28, Florida Statutes, as may be amended from time to time.

7. **Covenants Running with the Land.** All of the covenants and easements herein will be perpetual and will constitute covenants running with the title to the GRANTOR's Property, will be binding upon any and all persons and entities, their respective successor in or interesting and to all or a portion of the GRANTOR's Property. Benefits deriving there from will inure to all persons and entities, their respective successor in interest, tenants, licensees, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in all or any portion of the GRANTOR's Property.

8 **Miscellaneous.** This Easement shall be construed under the laws of the State of Florida. The City Clerk's office shall record this Easement and any amendments hereto in the Public Records of Broward County, Florida. This Easement may only be modified, supplemented or revised in writing approved by the City of Margate City Commission, signed by the parties, or their successors or assigns, and any modification shall be effective only upon recordation in the Public Records of Broward County, Florida.

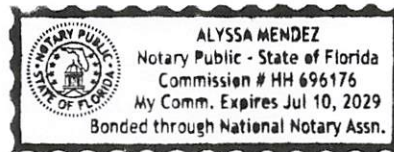
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by its duly authorized officer or representative as of the day and year first above written.

Signed, sealed and delivered
in our presence:

Signature: Ryan Mowhal
 Printed Name: Ryan Mowhal
 Address: 14030 SW Sufi Tr
Port St Lucie, FL 34987

By: 
Name: Evan Mankulis
Title: Mgr

NOTARY PUBLIC
Name: ALISSA mendoza
(Type or Print)
My Commission Expires:



GRANTOR:

Signed, sealed and delivered
in our presence:

Signature

Printed Name: Even Melnik

Address: 9131 SW Pinnacles Pl
Port St Lucie, FL 34987

Signature

Printed Name: Ryan Melnik

Address: 14030 SW SAFI Ter
Port St Lucie, FL 34987

STATE OF FLORIDA)

COUNTY OF Broward)

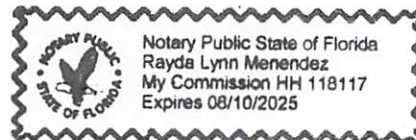
) ss.

The foregoing instrument was acknowledged before me, this 22 of February, 2025, by James R Motzkin, as Manager of JAMES'S PLACE, a Massachusetts limited liability company, on behalf of the corporation, who is (☒) personally known to me or () has produced _____ as evidence of identification.

NOTARY PUBLIC

Name: Rayda Lynn Menendez
(Type or Print)

My Commission Expires:



GRANTOR:

SELF STORAGE COCONUT CREEK PARKWAY
COCONUT CREEK, LLC,
a Florida limited liability company

Signed, sealed and delivered
in our presence:

Lauren Edwards
Signature
Printed Name: Lauren Edwards
Address: 1801 S Federal Hwy
Boca Raton, FL 33432

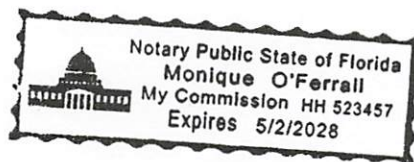
Mark Phibbey
Signature
Printed Name: MARK PHIBBEY
Address: 1801 S FED HWY
BOCA RATON, FL 33432

By: Richard M. Stephano
Name: RICHARD M. STEPHANO
Title: MANAGER

STATE OF FLORIDA)
) ss.
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, this 11 of March, 2025, by RICHARD M. STEPHANO, as Manager of, as a Manager SELF STORAGE COCONUT CREEK PARKWAY COCONUT CREEK, LLC, a Florida limited liability corporation, on behalf of the corporation, who is (☒) personally known to me or () has produced _____ as evidence of identification.

M. O'Ferrall
NOTARY PUBLIC
Name: Monique O'Ferrall
(Type or Print)
My Commission Expires: May 2, 2028



GRANTEE:

CITY OF MARGATE, FLORIDA,
a Florida municipal corporation

ATTEST:

By: _____
Jennifer M. Johnson, MMC, City Clerk

By: _____
Arlene R. Schwartz, Mayor

Approved as to form and legal sufficiency:

By: _____
David N. Tolces, City Attorney

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

THIS IS TO CERTIFY, that on this _____ day of _____, 2025, before me, an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appear _____ as _____ of CITY OF MARATE, a Florida municipal corporation, who [] is personally known to me or [] produced _____ as identification.

NOTARY PUBLIC
Name: _____

(Type or Print)

My Commission Expires:

EXHIBIT "A"

Grantor's Property – James's Place, LLC

Certain real property located in Broward County, Florida more particularly described as follows:

A PORTION OF TRACT B OF "THE HALE PLAT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137 AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT B; THENCE SOUTH 88°52'35" WEST ALONG THE SOUTH LINE OF SAID TRACT B 417.37 FEET; THENCE NORTH 01°07'25" WEST 466.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'35" WEST 197.92 FEET; THENCE NORTH 01°07'25" WEST 244.12 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL B; THENCE ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 88°52'35" EAST 92.11 FEET; 2) SOUTH 87°41'24" EAST 106.00 FEET; THENCE SOUTH 01°07'25" EAST 237.77 FEET TO THE POINT OF BEGINNING;

Grantor's Property – Self Storage Coconut Creek Parkway Coconut Creek, LLC

Certain real property located in Broward County, Florida more particularly described as follows:

A PORTION OF TRACT B OF "THE HALE PLAT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137 AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT B; THENCE SOUTH 88°52'35" WEST ALONG THE SOUTH LINE OF SAID TRACT B 433.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°52'35" WEST ALONG SAID SOUTH LINE 182.01 FEET; THENCE NORTH 01°07'25" WEST 259.00 FEET; THENCE NORTH 88°52'35" EAST 182.01 FEET; THENCE SOUTH 01°07'25" EAST 259.00 FEET TO THE POINT OF BEGINNING;

Grantor's Property – Strada CC Development, LLC

Certain real property located in Broward County, Florida more particularly described as follows:

A PORTION OF TRACT B OF "THE HALE PLAT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137 AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT B; THENCE SOUTH 88°52'35" WEST ALONG THE SOUTH LINE OF SAID TRACT B 433.28 FEET; THENCE NORTH 01°07'25" WEST 268.93 FEET; THENCE NORTH 88°52'35" EAST 133.83 FEET; THENCE NORTH 00°36'58" WEST 10.32 FEET; THENCE NORTH 88°52'35" EAST 222.16 FEET; THENCE NORTH 00°36'58" WEST 94.92 FEET; THENCE NORTH 89°23'02" EAST 79.67 FEET TO A POINT ON THE EAST LINE OF SAID TRACT B ; THENCE SOUTH 00°36'58" EAST ALONG SAID EAST LINE 373.47 FEET TO THE POINT OF BEGINNING;

AND TOGETHER WITH:

A PORTION OF TRACT B OF "THE HALE PLAT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137 AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT B; THENCE SOUTH 88°52'35" WEST ALONG THE SOUTH LINE OF SAID TRACT B 79.68 FEET; THENCE NORTH 00°36'58" WEST 279.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'35" WEST 222.16 FEET; THENCE NORTH 00°36'58" WEST 96.89 FEET; THENCE NORTH 89°22'59" EAST 222.15 FEET; THENCE SOUTH 00°36'58" EAST 94.92 FEET TO THE POINT OF BEGINNING;

AND TOGETHER WITH:

A PORTION OF TRACT B OF "THE HALE PLAT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137 AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT B; THENCE SOUTH 88°52'35" WEST ALONG THE SOUTH LINE OF SAID TRACT B 301.84 FEET; THENCE NORTH 00°36'58" WEST 268.94 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°52'35" WEST 133.82 FEET; THENCE SOUTH 01°07'25" EAST 9.93 FEET; THENCE SOUTH 88°52'35" WEST 182.01 FEET; THENCE NORTH 01°07'25" WEST 207.01 FEET; THENCE NORTH 88°52'35" EAST 197.92 FEET; THENCE NORTH 01°07'25" WEST 237.77 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL B; THENCE ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) SOUTH 87°41'24" EAST 94.36 FEET; 2) NORTH 88°52'35" EAST 60.06 FEET; THENCE SOUTH 00°36'58" EAST 322.29 FEET; THENCE SOUTH 89°23'02" WEST 32.53 FEET; THENCE SOUTH 00°36'58" EAST 107.21 FEET TO THE POINT OF BEGINNING;

LESS-OUT 1: (4848 BUILDING AT STRADA CONDOMINIUM)

A PORTION OF TRACT B, THE HALE PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 137, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT B; THENCE SOUTH 88 DEGREES 52'35" WEST, ALONG THE SOUTH BOUNDARY OF SAID TRACT B, A DISTANCE OF 615.29 FEET; THENCE NORTH 01 DEGREES 07'25" WEST, A DISTANCE OF 296.25 FEET; THENCE NORTH 88 DEGREES 52'35" EAST, A DISTANCE OF 47.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 07'25" WEST, A DISTANCE OF 132.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00'00", FOR AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88 DEGREES 52'35" EAST, A DISTANCE OF 90.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 18'16", FOR AN ARC DISTANCE OF 39.40 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 89.00 FEET, A CENTRAL ANGLE OF 5 DEGREES 42'30", FOR AN ARC DISTANCE OF 8.87 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY;

THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 111.00 FEET, A CENTRAL ANGLE OF 6 DEGREES 00'46", FOR AN ARC DISTANCE OF 11.65 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01 DEGREES 07'25" EAST, A DISTANCE OF 78.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 89.00 FEET, A CENTRAL ANGLE OF 9 DEGREES 56'10", FOR AN ARC DISTANCE OF 15.43 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 111.00 FEET, A CENTRAL ANGLE OF 9 DEGREES 33'07", FOR AN ARC DISTANCE OF 18.51 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89 DEGREES 36'57", FOR AN ARC DISTANCE OF 39.10 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88 DEGREES 52'35" WEST, A DISTANCE OF 86.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE WESTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00'00", FOR AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

LESS-OUT 2: (HAPPINESS, INC - REGIONS BANK)

A PORTION OF TRACT B, THE HALE PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 137, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT B: THENCE NORTH 00 DEGREES 36'58" WEST, ALONG THE EAST BOUNDARY OF SAID TRACT B, A DISTANCE OF 373.48 FEET; THENCE SOUTH 89 DEGREES 23'02" WEST, A DISTANCE OF 311.48 FEET, THENCE NORTH 00 DEGREES 35'52" EAST, A DISTANCE OF 124.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 52'35" WEST, A DISTANCE OF 99.17 FEET; THENCE NORTH 01 DEGREES 07'25" WEST, A DISTANCE OF 101.03 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00'00", FOR AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88 DEGREES 52'35" EAST, A DISTANCE OF 74.50 FEET; THENCE SOUTH 01 DEGREES 07'25" EAST, A DISTANCE OF 106.57 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 188.00 FEET, A CENTRAL ANGLE OF 2 DEGREES 07'54", FOR AN ARC LENGTH OF 6.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 212.00 FEET, A CENTRAL ANGLE OF 1 DEGREES 36'21", FOR AN ARC LENGTH OF 5.94 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 35'52" EAST, A DISTANCE OF 6.53 FEET; TO THE POINT OF BEGINNING.

EXHIBIT "B"
PUBLIC WATER UTILITY EASEMENT

Certain real property located in Broward County, Florida more particularly described as follows:



SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870

**LEGAL DESCRIPTION: WATERLINE EASEMENT**

A PORTION OF TRACT B, "THE HALE PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 137, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (POINT OF BEGINNING •1) AT THE SOUTHEAST CORNER OF SAID TRACT B; THENCE SOUTH 88°52'35" WEST ALONG THE SOUTH LINE OF SAID TRACT B 10.61 FEET; THENCE NORTH 42°07'03" WEST 28.18 FEET; THENCE NORTH 88°54'29" WEST 5.80 FEET; THENCE SOUTH 01°01'54" EAST 13.40 FEET; THENCE SOUTH 88°58'06" WEST 12.00 FEET; THENCE NORTH 01°01'54" WEST 13.85 FEET; THENCE NORTH 88°54'29" WEST 26.16 FEET; THENCE SOUTH 01°21'40" EAST 22.97 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH LINE; THENCE SOUTH 88°52'35" WEST ALONG SAID SOUTH LINE 10.00 FEET; THENCE NORTH 01°21'40" WEST 23.06 FEET; THENCE SOUTH 88°38'20" WEST 146.02 FEET; THENCE SOUTH 85°56'02" WEST 63.35 FEET; THENCE NORTH 43°41'38" WEST 17.95 FEET; THENCE SOUTH 88°48'51" WEST 106.71 FEET; THENCE NORTH 46°19'04" WEST 16.89 FEET; THENCE NORTH 01°26'58" WEST 67.79 FEET; THENCE SOUTH 88°52'35" WEST 34.78 FEET; THENCE NORTH 01°07'25" WEST 10.00 FEET; THENCE NORTH 88°52'35" EAST 14.53 FEET; THENCE NORTH 01°26'58" WEST 9.47 FEET; THENCE NORTH 88°33'02" EAST 20.19 FEET; THENCE NORTH 01°26'58" WEST 8.83 FEET; THENCE NORTH 43°33'02" EAST 8.61 FEET; THENCE NORTH 01°26'58" WEST 72.20 FEET; THENCE SOUTH 89°23'02" WEST 27.59 FEET; THENCE NORTH 45°36'58" WEST 37.92 FEET; THENCE SOUTH 89°23'02" WEST 95.22 FEET; THENCE NORTH 45°36'58" WEST 11.52 FEET TO A POINT HEREINAFTER REFERRED TO AS **REFERENCE POINT 'A'**; THENCE NORTH 02°35'01" WEST 52.27 FEET; THENCE NORTH 00°48'21" WEST 25.06 FEET; THENCE SOUTH 89°12'27" WEST 14.04 FEET; THENCE NORTH 45°47'33" WEST 22.13 FEET; THENCE NORTH 44°12'27" EAST 10.00 FEET; THENCE SOUTH 45°47'33" EAST 13.75 FEET; THENCE NORTH 89°12'27" EAST 12.90 FEET; THENCE NORTH 00°48'21" WEST 100.02 FEET; THENCE NORTH 44°42'16" EAST 23.46 FEET; THENCE NORTH 88°43'43" EAST 9.93 FEET; THENCE NORTH 02°13'49" WEST 27.19 FEET; THENCE NORTH 87°46'11" EAST 21.12 FEET; THENCE SOUTH 02°13'49" EAST 27.54 FEET; THENCE NORTH 88°43'43" EAST 41.59 FEET; THENCE NORTH 01°42'01" WEST 39.84 FEET; THENCE NORTH 88°52'35" EAST 12.00 FEET; THENCE SOUTH 01°42'01" EAST 39.81 FEET; THENCE NORTH 88°43'43" EAST 44.31 FEET; THENCE NORTH 01°22'51" WEST 159.10 FEET; THENCE NORTH 46°58'19" WEST 3.46 FEET; THENCE SOUTH 88°52'34" WEST 11.38 FEET; THENCE SOUTH 01°07'27" EAST 8.97 FEET; THENCE SOUTH 88°52'33" WEST 12.00 FEET; THENCE NORTH 01°07'26" WEST 9.02 FEET; THENCE SOUTH 89°20'46" WEST 1.55 FEET; THENCE NORTH 46°01'57" WEST 13.31 FEET; THENCE NORTH 00°27'29" EAST 53.11 FEET; THENCE NORTH 87°35'45" WEST 18.35 FEET; THENCE NORTH 02°24'15" EAST 10.67 FEET; THENCE SOUTH 87°41'24" EAST 30.00 FEET; THENCE SOUTH 00°27'29" WEST 58.28 FEET; THENCE SOUTH 46°01'57" EAST 3.26 FEET; THENCE NORTH 88°52'34" EAST 24.75 FEET; THENCE SOUTH 46°58'18" EAST 13.38 FEET; THENCE SOUTH 01°22'51" EAST 164.17 FEET; THENCE NORTH 88°43'43" EAST 103.38 FEET; THENCE NORTH 44°57'26" EAST 11.08 FEET; THENCE NORTH 00°00'00" WEST 30.88 FEET; THENCE NORTH 88°52'35" EAST 1.90 FEET; THENCE NORTH 00°18'02" WEST 11.58 FEET; THENCE NORTH 90°00'00" EAST 10.16 FEET; THENCE SOUTH 00°00'00" EAST 47.46 FEET; THENCE SOUTH 44°57'26" WEST 16.88 FEET; THENCE SOUTH 45°00'46" EAST 15.90 FEET; THENCE SOUTH 00°48'32" EAST 132.03 FEET; THENCE SOUTH 43°07'52" EAST 33.31 FEET; THENCE NORTH 49°17'03" EAST 1.13 FEET; THENCE NORTH 01°07'25" WEST 8.20 FEET; THENCE NORTH 88°52'35" EAST 10.00 FEET; THENCE SOUTH 01°07'25" EAST 12.86 FEET; THENCE SOUTH 51°05'00" WEST 7.49 FEET; THENCE SOUTH 89°58'12" EAST 22.76 FEET; THENCE SOUTH 47°36'42" EAST 30.76 FEET; THENCE SOUTH 01°01'11" EAST 30.86 FEET; THENCE SOUTH 88°58'49" WEST 12.02 FEET; THENCE NORTH 01°01'11" WEST 20.03 FEET; THENCE SOUTH 89°23'02" WEST 140.04 FEET;

(LEGAL DESCRIPTION CONTINUED ON SHEET 2)

CLIENT: MOUHALIS CAPITAL MANAGEMENT

SCALE: N/A

DRAWN: MMM

ORDER NO.: 72339; 72558; 72696

DATE: 1/24/24; REV. 2/19/24; 4/01/24

WATER MAIN EASEMENT

COCONUT CREEK BROWARD COUNTY, FL

FOR: STRADA COCONUT CREEK

SHEET 1 OF 6

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 THROUGH 6**John F
Pulice**

Digitally signed by

John F Pulice

Date: 2024.04.03

16:07:01 -04'00'

- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274
☐ MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660
STATE OF FLORIDA



SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870

**LEGAL DESCRIPTION: WATERLINE EASEMENT**

(LEGAL DESCRIPTION CONTINUED FROM SHEET 1)

THENCE SOUTH 44°23'02" WEST 35.22 FEET; THENCE SOUTH 89°23'02" WEST 6.29 FEET; THENCE SOUTH 01°26'58" EAST 6.19 FEET; THENCE NORTH 89°33'22" EAST 12.52 FEET; THENCE SOUTH 00°26'38" EAST 10.00 FEET; THENCE SOUTH 89°33'22" WEST 12.35 FEET; THENCE SOUTH 01°26'58" EAST 28.82 FEET; THENCE NORTH 88°52'35" EAST 23.00 FEET; THENCE SOUTH 01°07'25" EAST 10.00 FEET; THENCE SOUTH 88°52'35" WEST 22.94 FEET; THENCE SOUTH 01°26'58" EAST 23.10 FEET; THENCE SOUTH 43°33'02" WEST 8.61 FEET; THENCE SOUTH 01°26'58" EAST 66.23 FEET; THENCE NORTH 89°06'27" EAST 22.49 FEET; THENCE SOUTH 00°53'33" EAST 10.00 FEET; THENCE SOUTH 89°06'27" WEST 22.39 FEET; THENCE SOUTH 01°26'58" EAST 11.71 FEET; THENCE SOUTH 46°19'04" EAST 8.63 FEET; THENCE NORTH 88°48'51" EAST 109.69 FEET; THENCE SOUTH 43°41'38" EAST 14.88 FEET; THENCE NORTH 85°56'02" EAST 46.13 FEET; THENCE NORTH 87°01'22" EAST 20.05 FEET; THENCE NORTH 88°38'20" EAST 145.09 FEET; THENCE SOUTH 88°54'29" EAST 52.69 FEET; THENCE SOUTH 42°07'03" EAST 35.82 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID TRACT B; THENCE SOUTH 00°36'58" EAST ALONG SAID EAST LINE 6.02 FEET TO **POINT OF BEGINNING #1.**

LESS AND EXCEPT THE FOLLOWING:

COMMENCING AT THE AFOREMENTIONED **REFERENCE POINT "A"**; THENCE NORTH 78°51'50" EAST 12.13 FEET TO **POINT OF BEGINNING #2**; THENCE NORTH 02°35'01" WEST 25.31 FEET TO A POINT ON THE ARC OF A CIRCULAR NON-TANGENT CURVE CONCAVE NORTHEASTERLY FROM WHICH A RADIAL LINE BEARS NORTH 55°31'57" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 33°20'38", FOR AN ARC DISTANCE OF 14.55 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°07'25" WEST 132.75 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°52'35" EAST 90.10 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 32°30'35", FOR AN ARC DISTANCE OF 14.18 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 88°43'43" EAST 93.08 FEET; THENCE SOUTH 01°33'00" EAST 6.91 FEET; THENCE NORTH 88°27'00" EAST 12.00 FEET; THENCE NORTH 01°33'00" WEST 6.85 FEET; THENCE NORTH 88°44'00" EAST 13.55 FEET; THENCE SOUTH 45°00'46" EAST 18.69 FEET; THENCE SOUTH 00°48'32" EAST 131.80 FEET; THENCE SOUTH 43°07'36" EAST 54.71 FEET; THENCE SOUTH 89°58'12" EAST 20.52 FEET; THENCE SOUTH 47°36'42" EAST 14.61 FEET; THENCE SOUTH 89°23'02" WEST 139.51 FEET; THENCE SOUTH 44°23'02" WEST 37.92 FEET; THENCE SOUTH 89°23'02" WEST 33.65 FEET; THENCE NORTH 45°36'58" WEST 37.92 FEET; THENCE SOUTH 89°23'02" WEST 95.22 FEET; THENCE NORTH 45°36'58" WEST 0.51 FEET TO **POINT OF BEGINNING #2.**

SAID LANDS LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, AND CONTAINING A TOTAL OF 25,219 SQUARE FEET, MORE OR LESS.

NOTES:

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT, FL-E ZONE, WITH THE SOUTH LINE OF TRACT B BEING S88°52'35"W
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY PUBLIC RECORDS.

CLIENT: MOUHALIS CAPITAL MANAGEMENT

SCALE: N/A

DRAWN: MMM

ORDER NO.: 72339; 72558; 72696

DATE: 1/24/24; REV. 2/19/24; 4/01/24

WATER MAIN EASEMENT

COCONUT CREEK BROWARD COUNTY, FL

FOR: STRADA COCONUT CREEK

SHEET 2 OF 6

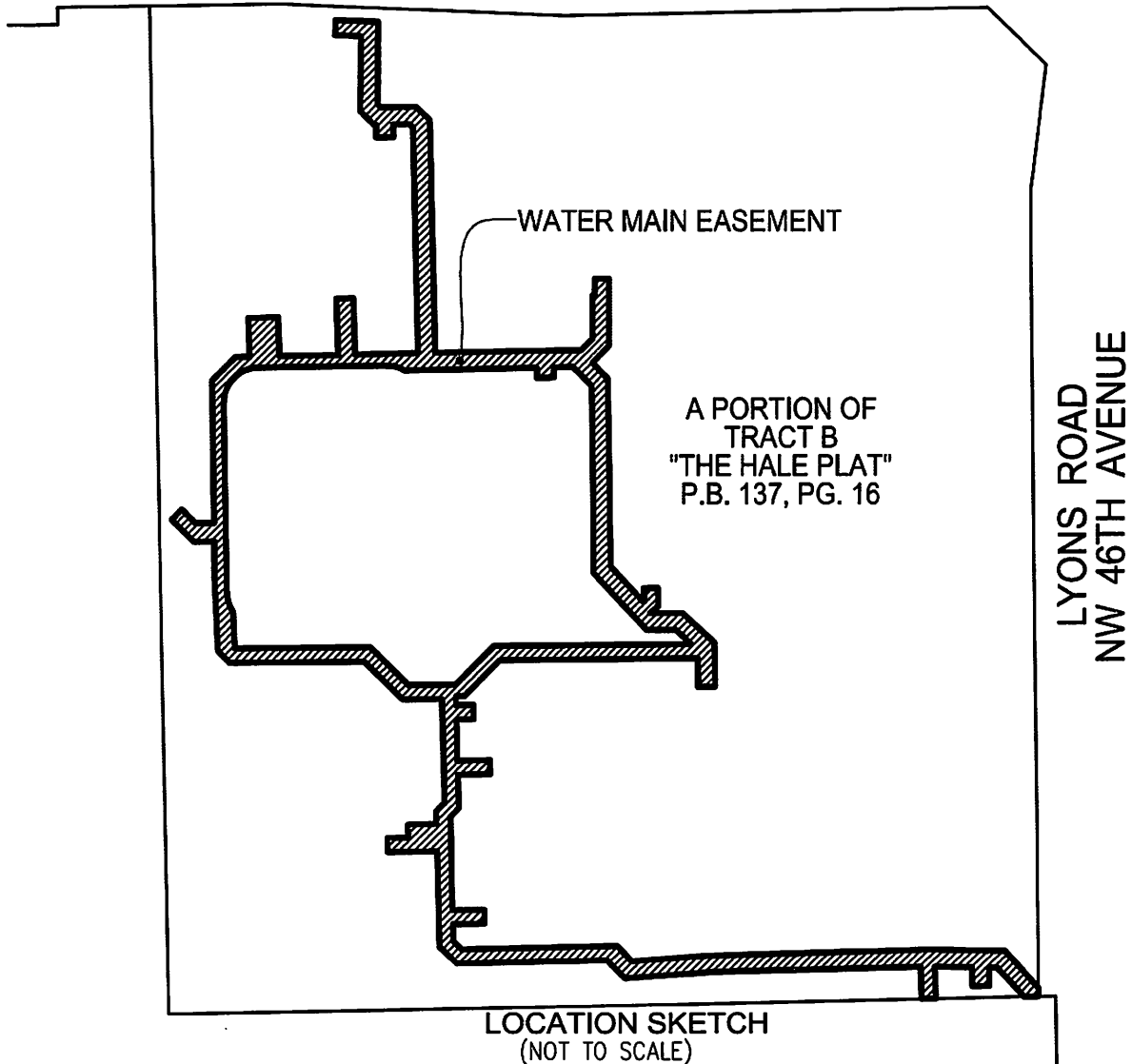
THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 THROUGH 6



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.
5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com
CERTIFICATE OF AUTHORIZATION LB#3870



COCONUT CREEK PARKWAY



LYONS ROAD
NW 46TH AVENUE

LOCATION SKETCH
(NOT TO SCALE)

CLIENT: MOUHALIS CAPITAL MANAGEMENT

SCALE: N/A

DRAWN: MMM

ORDER NO.: 72339; 72558; 72696

DATE: 1/24/24; REV. 2/19/24; 4/01/24

WATER MAIN EASEMENT

COCONUT CREEK BROWARD COUNTY, FL

FOR: STRADA COCONUT CREEK

SHEET 3 OF 6

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 THROUGH 6



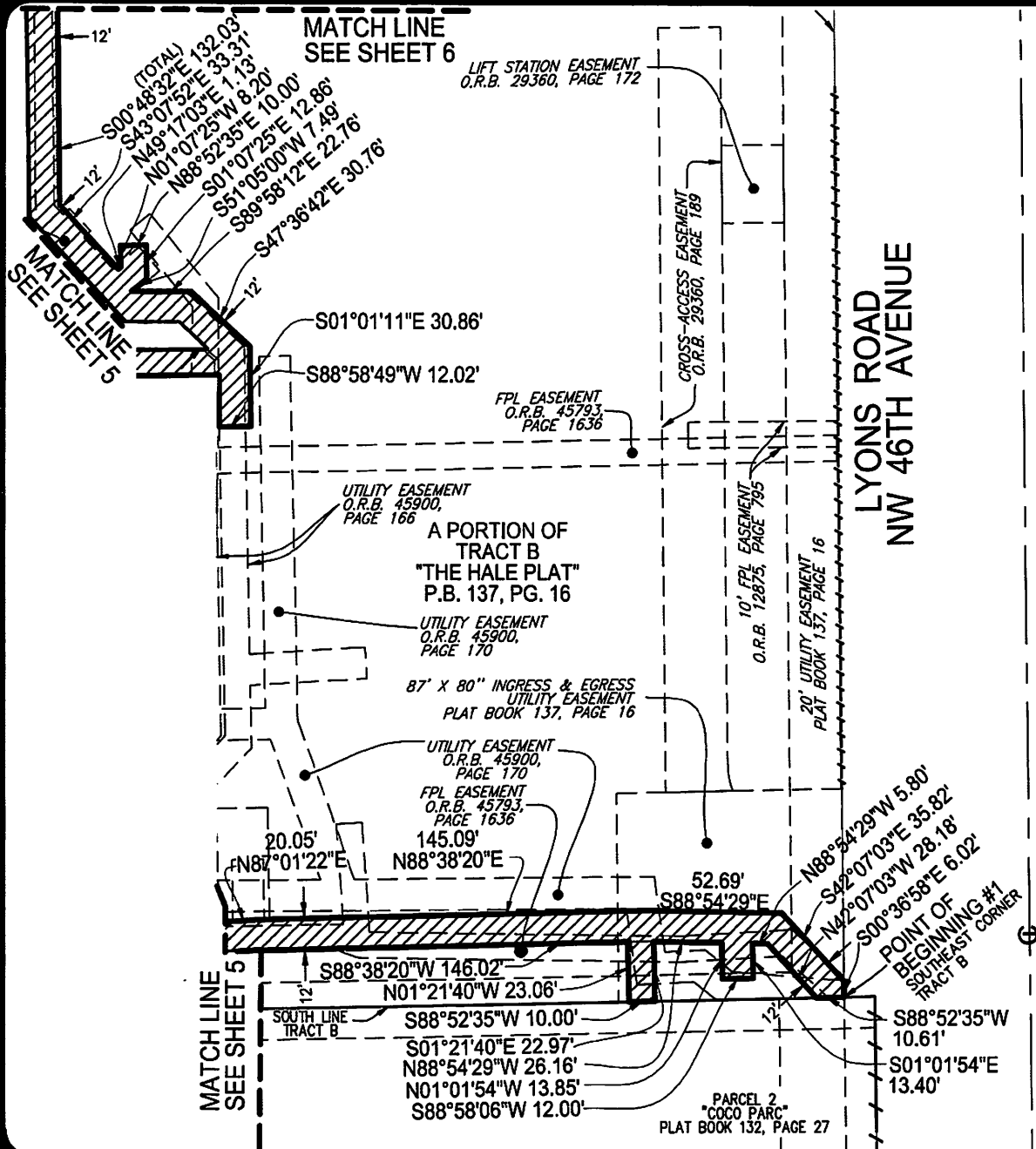
SKETCH AND LEGAL DESCRIPTION

BY

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CERTIFICATE OF AUTHORIZATION LB#3870



CLIENT: MOUHALIS CAPITAL MANAGEMENT

SCALE: 1" = 60'

DRAWN: MMM

ORDER NO.: 72339; 72558; 72696

DATE: 1/24/24; REV. 2/19/24; 4/01/24

WATER MAIN EASEMENT

COCONUT CREEK BROWARD COUNTY, FL

FOR: STRADA COCONUT CREEK

SHEET 4 OF 6

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 THROUGH 6

LEGEND & ABBREVIATIONS:

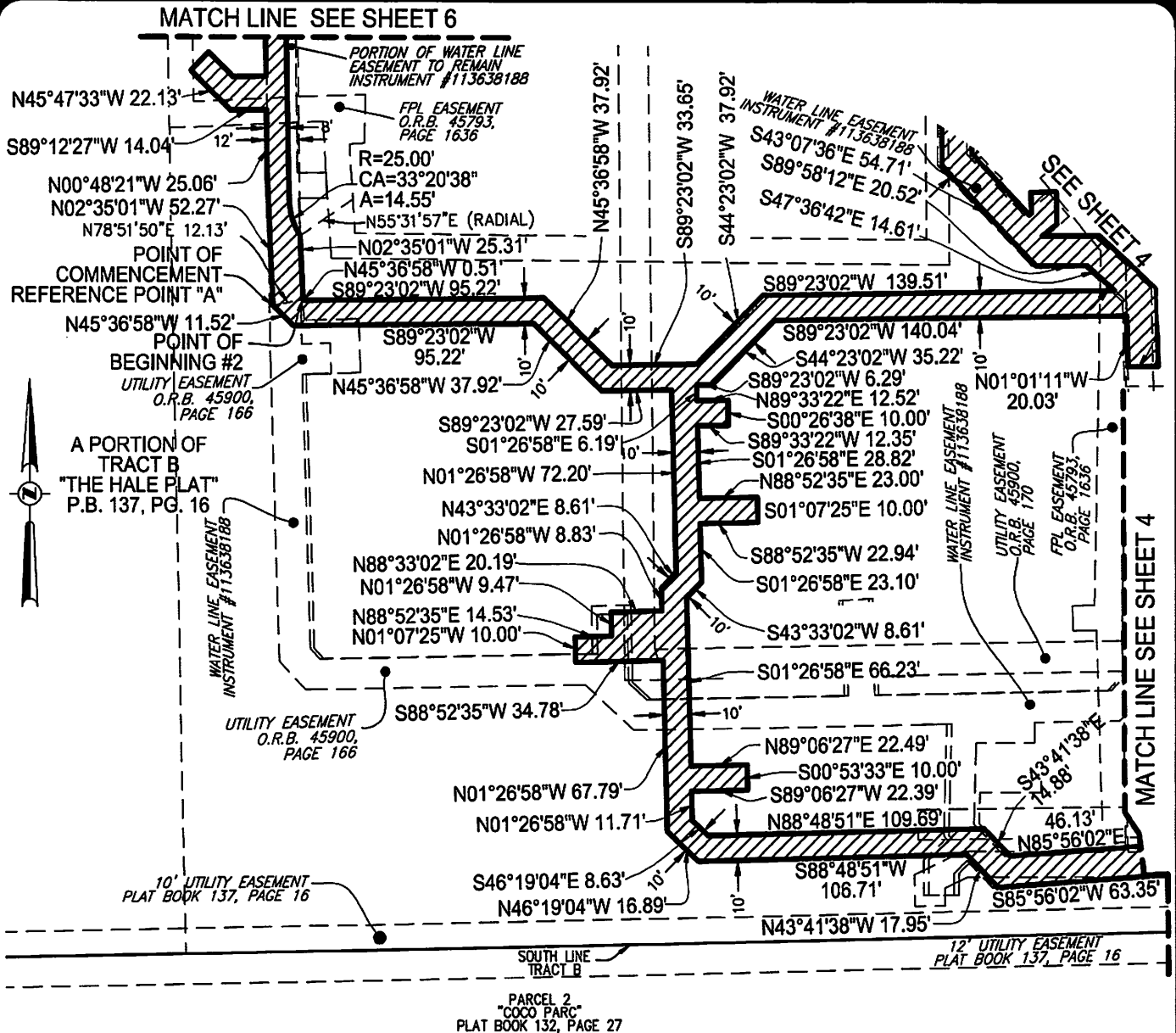
CL	CENTERLINE
- / - / -	NON-VEHICULAR ACCESS LINE
A	ARC LENGTH
CA	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
R.	RADIUS



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UNRISE, FLORIDA 33351

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CERTIFICATE OF AUTHORIZATION LB#3870



CLIENT: MOUHALIS CAPITAL MANAGEMENT

SCALE: 1" = 60'

DRAWN: MMM

ORDER NO.: 72339; 72558; 72696

DATE: 1/24/24; REV. 2/19/24; 4/01/24

WATER MAIN EASEMENT

COCONUT CREEK BROWARD COUNTY, FL

FOR: STRADA COCONUT CREEK

SHEET 5 OF 6

THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 THROUGH 6

LEGEND & ABBREVIATIONS:

C CENTERLINE
 -/-/- NON-VEHICULAR ACCESS LINE
 A ARC LENGTH
 CA CENTRAL ANGLE
 O.R.B. OFFICIAL RECORDS BOOK
 P.B. PLAT BOOK
 PG. PAGE
 R. RADIUS



SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD

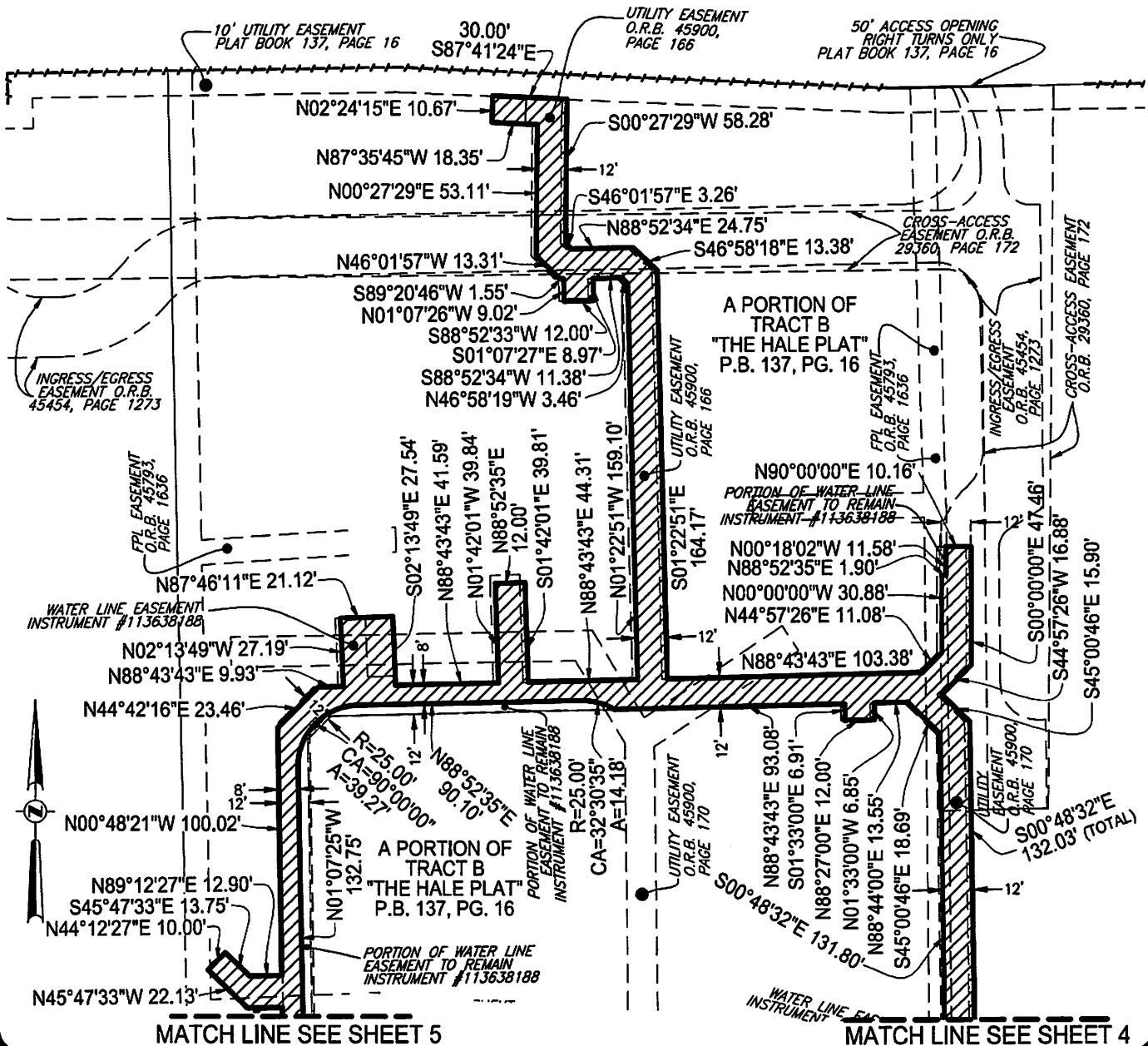
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870



COCONUT CREEK PARKWAY



CLIENT: MOUHALIS CAPITAL MANAGEMENT

SCALE: 1" = 60'

DRAWN: MMM

ORDER NO.: 72339; 72558; 72696

DATE: 1/24/24; REV. 2/19/24; 4/01/24

WATER MAIN EASEMENT

COCONUT CREEK BROWARD COUNTY, FL

FOR: STRADA COCONUT CREEK

SHEET 6 OF 6

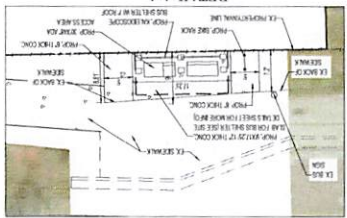
THIS DOCUMENT IS NEITHER FULL NOR
COMPLETE WITHOUT SHEETS 1 THROUGH 6

LEGEND & ABBREVIATIONS:

CL	CENTERLINE
— / — / —	NON-VEHICULAR ACCESS LINE
A	ARC LENGTH
CA	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
R.	RADIUS

EXHIBIT "C"

APPROVED SITE PLAN FOR STRADA DEVELOPMENT

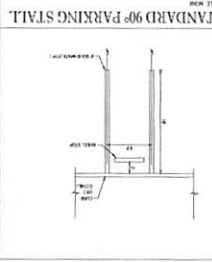


DATE	DESCRIPTION	AMOUNT	BALANCE
1/1/20	OPENING BALANCE	100.00	100.00
1/15/20	PAYROLL	25.00	75.00
1/20/20	RECEIVED FROM CUSTOMER	50.00	125.00
1/25/20	PAYROLL	25.00	100.00
2/1/20	RECEIVED FROM CUSTOMER	75.00	175.00
2/15/20	PAYROLL	25.00	150.00
2/20/20	RECEIVED FROM CUSTOMER	50.00	200.00
2/25/20	PAYROLL	25.00	175.00
3/1/20	RECEIVED FROM CUSTOMER	75.00	250.00
3/15/20	PAYROLL	25.00	225.00
3/20/20	RECEIVED FROM CUSTOMER	50.00	275.00
3/25/20	PAYROLL	25.00	250.00
4/1/20	RECEIVED FROM CUSTOMER	75.00	325.00
4/15/20	PAYROLL	25.00	300.00
4/20/20	RECEIVED FROM CUSTOMER	50.00	350.00
4/25/20	PAYROLL	25.00	325.00
5/1/20	RECEIVED FROM CUSTOMER	75.00	400.00
5/15/20	PAYROLL	25.00	375.00
5/20/20	RECEIVED FROM CUSTOMER	50.00	425.00
5/25/20	PAYROLL	25.00	400.00
6/1/20	RECEIVED FROM CUSTOMER	75.00	475.00
6/15/20	PAYROLL	25.00	450.00
6/20/20	RECEIVED FROM CUSTOMER	50.00	500.00
6/25/20	PAYROLL	25.00	475.00
7/1/20	RECEIVED FROM CUSTOMER	75.00	550.00
7/15/20	PAYROLL	25.00	525.00
7/20/20	RECEIVED FROM CUSTOMER	50.00	575.00
7/25/20	PAYROLL	25.00	550.00
8/1/20	RECEIVED FROM CUSTOMER	75.00	625.00
8/15/20	PAYROLL	25.00	600.00
8/20/20	RECEIVED FROM CUSTOMER	50.00	650.00
8/25/20	PAYROLL	25.00	625.00
9/1/20	RECEIVED FROM CUSTOMER	75.00	700.00
9/15/20	PAYROLL	25.00	675.00
9/20/20	RECEIVED FROM CUSTOMER	50.00	725.00
9/25/20	PAYROLL	25.00	700.00
10/1/20	RECEIVED FROM CUSTOMER	75.00	775.00
10/15/20	PAYROLL	25.00	750.00
10/20/20	RECEIVED FROM CUSTOMER	50.00	800.00
10/25/20	PAYROLL	25.00	775.00
11/1/20	RECEIVED FROM CUSTOMER	75.00	850.00
11/15/20	PAYROLL	25.00	825.00
11/20/20	RECEIVED FROM CUSTOMER	50.00	875.00
11/25/20	PAYROLL	25.00	850.00
12/1/20	RECEIVED FROM CUSTOMER	75.00	925.00
12/15/20	PAYROLL	25.00	900.00
12/20/20	RECEIVED FROM CUSTOMER	50.00	950.00
12/25/20	PAYROLL	25.00	925.00
1/1/21	RECEIVED FROM CUSTOMER	75.00	1000.00

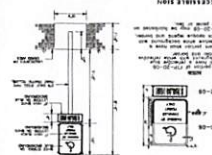
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PROSED
FEDERAL
HIV

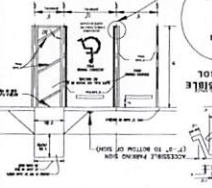
HATCH LEGEND



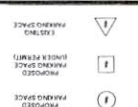
INSTALLATION DETAIL



STANDARD AND ACCESSIBLE PARKING DETAILS

[illegible]

PARKING LEGEND



-3.0

OVERALL
SITE PLAN

THOMAS
8000 NW 11TH AVENUE
FORT LAUDERDALE, FL 33309
PH (954) 333-7000
FX (954) 333-5575
www.thomasthomasgroup.com

COCONUT CREEK

STRADA
OVERALL

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DATE	COMMIT	ADJUDICATE PLAN	ADJUDICATE AMENDMENT	ADJUDICATE PLAN	ADJUDICATE AMENDMENT

THOMAS ENGINEERING GROUP

17502 W. FLETCHER AVE.
SUITE 101
LITTLE ROCK, AR 72640
P (501) 796-4100

135 W. MAINSTOWN RD.
SUITE 200
LITTLE ROCK, AR 72644
P (501) 796-4100

IN ORDER TO RECEIVE A COPY OF THIS AD OR TO REQUEST A FREE INFORMATION KIT, PLEASE FILL OUT AND MAIL TO: THOMAS ENGINEERING GROUP, 17502 W. FLETCHER AVE., SUITE 101, LITTLE ROCK, AR 72640. NO PURCHASE NECESSARY. OFFER ENDS 12/31/91.