

82-113471

FLOWAGE EASEMENT

B II (11)

THIS EASEMENT ("Easement") is executed this 30 day of April, 1982, by ORIOLE HOMES CORP., a Florida corporation ("Oriole"), to the GARDEN PATIO VILLAS CONDOMINIUM ASSOCIATION ("Villa Association"), for the benefit of that certain parcel of real property more particularly described on Exhibit A annexed hereto and made a part hereof ("Villa Property"); ORIOLE GARDENS SECTION TWO CONDOMINIUM ASSOCIATION ("Gardens Association"), for the benefit of Parcels 2 and 6, ORIOLE GOLF AND TENNIS CLUB SECTION TWO, according to the plat thereof, recorded in Plat Book 78, Page 21, of the Public Records of Broward County, Florida ("Gardens Property") (Villa Association and Gardens Association hereinafter sometimes being referred to collectively as "Associations"); and the owners of parcels ("Owners") of ORIOLE MARGATE SECTION SIX, according to the Plat thereof, as recorded in Plat Book 86, Page 31, of the Public Records of Broward County, Florida ("Estate Property"), and the CITY OF MARGATE ("City"), for the benefit of the Estate Property.

APR 30 4 43 PM '82

WITNESSETH:

WHEREAS, the Associations are the entities which have been established to operate and administer Garden Patio Villas and Oriole Gardens Section Two (the "Condominiums") in accordance with their respective Declarations of Condominium as heretofore recorded; and

WHEREAS, Oriole is the owner of that certain golf course property ("Golf Course Property"), more particularly described on Exhibit B annexed hereto and made a part hereof; and

WHEREAS, the Golf Course Property is contiguous to the Villa Property, the Gardens Property and the Estate Property (the Villa Property, Gardens Property and Estate Property are collectively referred to as "Dominant Estate"); and

REC 10163 PAGE 361

THIS INSTRUMENT PREPARED BY

RETURN TO: BARRY E. SOMERSTEIN
RUDEN, BARNETT, MCCLUSKY, SCHUSTER & RUSSELL
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

u
16

WHEREAS, the Associations, Owners and City are desirous of obtaining an easement for the natural flow of drainage over and across the Golf Course Property;

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by the Associations, Owners and City, the receipt whereof is hereby acknowledged, Oriole does hereby grant unto the Associations, Owners and City, their successors and assigns, for the benefit of the Dominant Estate, subject to the terms and conditions hereof, a perpetual non-exclusive easement appurtenant to the Dominant Estate for drainage and flowage of rain water over the Golf Course Property.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining to the only proper use, benefit and behoof of the Associations for said natural drainage and flowage purposes.

Provided that the owner of the Golf Course Property ("Course Owner") shall have the right to change the topography of the Golf Course Property in any manner whatsoever including, without limitation, the construction of improvements thereon, provided that drainage and flowage is not interrupted.

The parties further acknowledge and agree that this Easement does not grant the Associations, Owners or City, nor the owners of any apartments or units, now or hereafter located on the Villa Property or the Gardens Property, any right to physically come upon the Golf Course Property for any reason whatsoever, but only the right to permit drainage and flowage of rainwater from the Dominant Estate over the Golf Course Property.

The provisions hereof shall be binding upon the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Course Property for the benefit of the Villa Property, Gardens Property and Estate Property.

REF 10163 PAGE 362

IN WITNESS WHEREOF, Oriole has hereunto set its hand and seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

ORIOLE HOMES CORP.

By: R. D. Levy
R. D. LEVY, President.

Attest: [Signature]
(CORPORATE SEAL)



STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

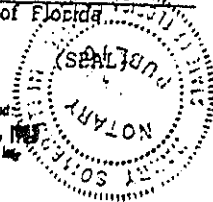
I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R. D. LEVY and , the President and , respectively, of ORIOLE HOMES CORP., to me known to be the persons who signed the foregoing instrument as such officers, and severally acknowledged the execution 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 the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of April, 1982.

My Commission Expires:

[Signature]
Notary Public, State of Florida

Notary Public, State of Florida
My Commission Expires April 4, 1983
Notary Public, State of Florida - Commission, 1983



REF 10163 PAGE 363

Exhibit A

LAND DESCRIPTION

GARDEN PATIO VILLAS

Parcel 4, "CRIOLE GOLF AND TENNIS CLUB SECTION TWO", according to the plat thereof, as recorded in Plat Book 78, Page 21, of the Public Records of Broward County, Florida.

LESS AND EXCEPT:

A portion of Parcel 4 of said plat, "CRIOLE GOLF AND TENNIS CLUB SECTION TWO", more particularly described as follows:

COMMENCE at the Northwest corner of Section 35, Township 48 South, Range 41 East; thence South $00^{\circ} 03' 23''$ West, 292.60 feet along the West boundary of said section to the point of intersection with the South right-of-way line of Margate Blvd according to said plat; thence along said South right-of-way line of Margate Blvd. the following four (4) courses: South $29^{\circ} 56' 37''$ East, 15.94 feet; thence along the arc of a tangent curve, being concave to the Southwest, having a radius of 664.05 feet, a delta of $39^{\circ} 51' 40''$, an arc distance of 461.98 feet; thence tangent to said curve South $50^{\circ} 04' 57''$ East, 725.16 feet; thence along the arc of a tangent curve, concave to the Northeast, having a radius of 776.33 feet, a delta of $22^{\circ} 15' 10''$, an arc distance of 301.52 feet to the Northeast corner of Parcel 3 and the POINT OF BEGINNING; thence continue along said curve, having a radius of 776.33 feet, a delta of $11^{\circ} 58' 05''$, an arc distance of 162.16 feet (the preceding course being coincident with the said South right-of-way line of Margate Blvd.); thence South $20^{\circ} 36' 41''$ West, 134.67 feet; thence North $88^{\circ} 35' 00''$ West, 115.00 feet to a point on the East line of Parcel 3; thence North $01^{\circ} 25' 00''$ East along the East line of said Parcel 3, a distance of 156.02 feet to the POINT OF BEGINNING.

REF 10163 PAGE 364

EXHIBIT B

LAND DESCRIPTION

ORIOLE GOLF & TENNIS CLUB SECTION TWO

EXECUTIVE GOLF COURSE

Parcel 3, "ORIOLE GOLF AND TENNIS CLUB SECTION TWO", according to the plat thereof, as recorded in Plat Book 78, Page 21, of the Public Records of Broward County, Florida.

TOGETHER WITH:

A portion of Parcel 4 of said plat, "ORIOLE GOLF AND TENNIS CLUB SECTION TWO", more particularly described as follows:

COMMENCE at the Northwest corner of Section 35, Township 48 South, Range 41 East; thence South $00^{\circ} 03' 23''$ West, 292.60 feet along the West boundary of said section to the point of intersection with the South right-of-way line of Margate Blvd according to said plat; thence along said South right-of-way line of Margate Blvd. the following four (4) courses: South $89^{\circ} 56' 37''$ East, 15.94 feet; thence along the arc of a tangent curve, being concave to the Southwest, having a radius of 664.05 feet, a delta of $39^{\circ} 51' 40''$, an arc distance of 461.98 feet; thence tangent to said curve South $50^{\circ} 04' 57''$ East, 725.16 feet; thence along the arc of a tangent curve, concave to the Northeast, having a radius of 776.33 feet, a delta of $22^{\circ} 15' 10''$, an arc distance of 301.52 feet to the Northeast corner of said Parcel 3 and the POINT OF BEGINNING; thence continue along said curve, having a radius of 776.33 feet, a delta of $11^{\circ} 58' 05''$, an arc distance of 162.16 feet (the preceeding course being coincident with the said South right-of-way line of Margate Blvd.); thence South $20^{\circ} 36' 41''$ West, 134.67 feet; thence North $88^{\circ} 35' 00''$ West, 115.00 feet to a point on the East line of said Parcel 3; thence North $01^{\circ} 25' 00''$ East along the East line of said Parcel 3, a distance of 156.02 feet to the POINT OF BEGINNING.

Said lands lying in the City of Margate, Broward County, Florida, containing 21.303 acres more or less.

Prepared by:
Craig A. Smith & Associates
Engineers & Surveyors
3300 University Drive
Coral Springs, Florida 33065
Project No. 9411
April 21, 1982

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

REF 10163 PAGE 365

82-113473

BII (12)

EASEMENT

THIS EASEMENT ("Easement") is executed this 30 day of April, 1982, by ORIOLE HOMES CORP., a Florida corporation ("Oriole"), to the GARDEN PATIO VILLAS CONDOMINIUM ASSOCIATION ("Villa Association"), for the benefit of that certain parcel of real property more particularly described on Exhibit A annexed hereto and made a part hereof ("Villa Property"); ORIOLE GARDENS SECTION TWO CONDOMINIUM ASSOCIATION ("Gardens Association"), for the benefit of Parcels 2 and 6, ORIOLE GOLF AND TENNIS CLUB SECTION TWO, according to the plat thereof, recorded in Plat Book 78, Page 21, of the Public Records of Broward County, Florida ("Gardens Property") (Villa Association and Gardens Association hereinafter sometimes being referred to collectively as "Associations"); and the owners of parcels ("Owners") of ORIOLE MARGATE SECTION SIX, according to the Plat thereof, as recorded in Plat Book 86, Page 31, of the Public Records of Broward County, Florida ("Estate Property"), and the CITY OF MARGATE ("City"), for the benefit of the Estate Property.

APR 30 4 45 PM '82

WITNESSETH:

WHEREAS, the Associations are the entities which have been established to operate and administer Garden Patio Villas and Oriole Gardens Section Two (the "Condominiums") in accordance with their respective Declarations of Condominium as heretofore recorded; and

WHEREAS, Oriole is the owner of that certain golf course property ("Golf Course Property"), more particularly described on Exhibit B annexed hereto and made a part hereof; and

WHEREAS, the Golf Course Property is contiguous to the Villa Property, the Gardens Property and the Estate Property ("Dominant Estate"); and

WHEREAS, there are presently existing certain drainage pipes, water lines and/or sewer lines located underneath the Golf Course Property ("Lines"),

OFF REC 10163 PAGE 377

RETURN TO-

THIS INSTRUMENT PREPARED BY
BARRY E. SOMERSTEIN
RUBEN, BARNETT, MCFARLAND, JOHNSON & RUSSELL
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

2200

which Lines serve the Condominiums and the Estate Property and which Lines presently extend under portions of the Golf Course Property; and

WHEREAS, the Associations, Owners and City desire to acquire an easement for such Lines and over the Golf Course Property for the purpose of maintaining and repairing the Lines; and

WHEREAS, the Associations, Owners and City shall be required to maintain the Lines located beneath the Golf Course Property which serve the improvements administered or owned by such Associations, Owner or City, and to be responsible for any damage to any portion of the Golf Course Property which may result from the use of the easement herein granted and the repair and maintenance of said Lines in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid by the Associations, Owners and City, the receipt whereof is hereby acknowledged, Oriole does hereby grant unto the Associations, Owners and City, their successors and assigns, for the benefit of the Dominant Estate, subject to the terms and conditions hereof, a perpetual non-exclusive easement appurtenant to the Dominant Estate for the Lines under the Golf Course Property and over and across the Golf Course Property for the maintenance and repair of the Lines.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining to the only proper use, benefit and behoof of the Associations, Owners and City and their employees, agents, successors and assigns, forever.

Provided that the Lines located under the Golf Course serving the improvements on the Dominant Estate shall be maintained and repaired by the Association or Owner which administers or owns the affected improvement (at the sole cost and expense of such Association or Owner), and the Associations and Owners shall be responsible for any damage to any portion of the Golf

REC 10163 PAGE 378

Course Property which may result from the maintenance and repair of the Lines which serve its own condominium or house. The Associations and Owners, their respective successors and assigns, shall cause said repairs and maintenance to be done in such a manner as not to interfere with the use of the Golf Course Property as a recreational golf course and shall cause all maintenance and repairs, including any repairs for damage caused to any portion of the Golf Course Property, to be done with due diligence and in a good workmanlike manner. In the event the Association(s) or Owner(s) do not proceed with due diligence and in good faith to repair any damage caused to the Golf Course Property resulting from said maintenance and repair of the Lines which serve its own condominium or house, then, and in such event, the owner of the Golf Course Property ("Course Owner") shall have the right, but not the obligation, in Course Owner's sole discretion, to cause such repairs to the Golf Course Property to be made, whereupon the amounts of money so paid by Course Owner, together with interest on all such amounts, at the highest rate payable in the State of Florida, shall be repaid by the Association or Owner whose Lines caused damage to the Golf Course Property to Course Owner upon the demand of Course Owner. Prior to commencing any maintenance or repairs of the Lines, each Association or Owner (or the City, if applicable) shall notify Course Owner of the maintenance and/or repair work to be performed, whereupon Course Owner and such Association or Owner or the City shall mutually agree upon a time for performance of such maintenance and/or repairs so that same will not interfere with the use of the Golf Course Property as a recreational golf course. It is the intent of the parties hereto that each Association and Owner shall be responsible for the Lines which serve its own condominium or house.

The parties recognize and agree that Course Owner shall have the right to change the topography of the Golf Course Property in any manner whatsoever including, without limitation, the construction of improvements thereon.

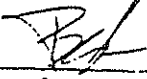
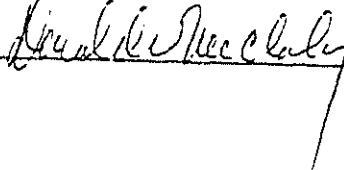
REF 10163 PAGE 379

This Easement shall not be construed to permit the construction of additional drainage pipes, water lines or sewer lines under or upon the Golf Course Property.

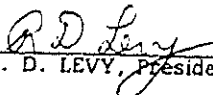
The provisions hereof shall be binding upon the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Golf Course Property for the benefit of the Villa Property, Gardens Property and Estate Property; provided, however, to the extent the Associations, or any association hereafter created, are administering a condominium upon the Dominant Estate, the Villa Association and/or Gardens Association, their employees and agents, subject to the terms and conditions hereof, shall have the right to enter upon Golf Course Property for the purposes set forth herein, and the owners of units or apartments in such condominium shall not, simply by virtue of such ownership thereof, have any rights to enter upon the Golf Course Property.

IN WITNESS WHEREOF, Oriole has hereunto set its hand and seal on the day and year first above written.

Signed, sealed and delivered
in the presence of:

ORIOLE HOMES CORP.

By: 
R. D. LEVY, President

Attest:

 (CORPORATE SEAL)

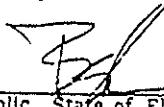
REC 10163 PAGE 380

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, R.D. LEVY and _____, the President and _____, respectively, of ORIOLE HOMES CORP., to me known to be the persons who signed the foregoing instrument as such officers, and severally 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.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of April, 1982.

My Commission Expires


Notary Public, State of Florida

Notary Public, State of Florida
My Commission Expires April 4, 1985
Backed This Year And Insurance, Inc.

(SEAL)

REC 10163 PAF 381

Exhibit A

LAND DESCRIPTION

GARDEN PATIO VILLAS

Parcel 4, "CRIOLE GOLF AND TENNIS CLUB, SECTION TWO", according to the plat thereof, as recorded in Plat Book 78, Page 21, of the Public Records of Broward County, Florida.

LESS AND EXCEPT:

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OFF 10163 PAGE 382

EXHIBIT B

LAND DESCRIPTION

ORIOLE GOLF & TENNIS CLUB SECTION TWO

EXECUTIVE GOLF COURSE

Parcel 3, "ORIOLE GOLF AND TENNIS CLUB SECTION TWO", according to the plat thereof, as recorded in Plat Book 78, Page 21, of the Public Records of Broward County, Florida.

TOGETHER WITH:

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Said lands lying in the City of Margate, Broward County, Florida, containing 21.303 acres more or less.

Prepared by:
Craig A. Smith & Associates
Engineers & Surveyors
3300 University Drive
Coral Springs, Florida 33065
Project No. 9411
April 21, 1982

RECORDED IN PLAT BOOK 78, PAGE 21
BY COUNTY CLERK
GRAHAM W. WATT
COUNTY ADMINISTRATOR

DEF 10163 PAGE 383

B II (13)

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 11-996

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING A RECLAIMED WATER USE AGREEMENT BETWEEN THE CITY OF MARGATE AND MARGATE EXECUTIVE GOLF COURSE, INC. TO SUPPLY RECLAIMED WATER FOR IRRIGATION PURPOSES TO THE PROPERTY LOCATED AT 7705 MARGATE BOULEVARD, MARGATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida, hereby approves a Reclaimed Water Use Agreement between the City of Margate and Margate Executive Golf Course, Inc. to supply reclaimed water for irrigation purposes to the property located at 7705 Margate Boulevard, Margate.

SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute said Agreement on behalf of the City of Margate, a copy of which is attached and made a part of this Resolution.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 26th DAY OF SEPTEMBER, 2011.

ATTEST:

Leslie Wallace May
LESLIE WALLACE MAY
CITY CLERK

Pam Donovan
MAYOR PAM DONOVAN

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT COPY
OF THE DOCUMENT ON FILE AT CITY HALL
WITNESS BY HAND AND OFFICIAL SEAL OF
THE CITY OF MARGATE THIS 15 DAY
OF November, 2011

Pam CITY CLERK

(19)

RECORD OF VOTE

Varsallone	<u>Yes</u>
Talerico	<u>Aye</u>
Peerman	<u>Yes</u>
McLean	<u>Yes</u>
Donovan	<u>Yes</u>

CITY OF MARGATE
RECLAIMED WATER USE AGREEMENT

THIS RECLAIMED WATER USE AGREEMENT ("Agreement") is made and entered into this 26 day of September, 2011, by and between Margate Executive Golf Course, Inc., a Florida corporation, the owner of the real property, the legal description of which is Oriole Golf & Tennis Club Sec 2 78-21 B Parcel 3 and Garden Patio Villas A portion of Parcel 4 of Oriole Golf & Tennis Club Sec 2, 78-21 B DESC AS BEG NW COR OF PAR 4, ELY ALG CUR 162.15, SWLY 134.64, WLY 115 TO W/L OF PARCEL 4, NLY 156 TO POB AKS 9 HOLE GOLF COURSE PARKING LOT, Folio #'S 4841 35 05 0030 AND 4841 35 08 0010, whose street address is 7705 Margate Boulevard, Margate, Florida (hereinafter referred to as "Customer") 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 City operates publicly owned wastewater treatment facilities, capable of producing reclaimed water, suitable for irrigation and other non-potable applications in accordance with federal, state and local laws, statutes, ordinances, rules, and regulations; and

WHEREAS, the City, recognizes that highly treated reclaimed water from the City's wastewater treatment facilities are an environmentally beneficial resource; and

WHEREAS, the City recognizes that reclaimed water is one of the most viable and effective potable water conservation alternatives; and

WHEREAS, reclaimed water reduces the consumption of potable water supplies; and

WHEREAS, the City and the Customer recognize that reclaimed water is an alternate water source for irrigation that is exempt from watering restrictions even under drought conditions; and

WHEREAS, reclaimed water is safe when used as intended; and

WHEREAS, the City is the exclusive provider of reclaimed water within the City's water and sewer service

area, and desires to supply reclaimed water to the Customer for irrigation purposes; and

WHEREAS, the City desires to simplify the Customer's ability to connect to and use the reclaimed water system and work with the Customer to obtain permits for the necessary work to connect to the reclaimed water system; and

WHEREAS, the Customer agrees to receive, accept and use such reclaimed water in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the City and the Customer hereby agree as follows:

1. The foregoing WHEREAS statements are true and correct and are incorporated herein by reference.

2. The following definitions are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

Applicable Law shall mean all federal, state and local laws, statutes, and ordinances, and all rules and regulations of any governmental or regulatory agency, applicable to the Reuse Site or the use of Reclaimed Water. The term shall include both current and future laws, statutes, ordinances, rules, and regulations, and all amendments thereto.

Application System shall mean the irrigation systems constructed, installed, and owned by Customer, on the Customer side of the Delivery Point, for storage, distribution and application of Reclaimed Water.

Customer or Reclaimed water Customer shall mean the owner of real property or a tenant with current right to occupancy of the real property or the local management person in control of the day to day activities on real property or the City's utilities account holder for real property proposed for reclaimed water application as part of this agreement.

Delivery Point shall mean the Point of connection to the Reclaimed Water System at which the Reclaimed Water is delivered by City and accepted by Customer for the intended use. The location of the Delivery Point will be subject to agreement by the parties.

Delivery System shall mean all facilities, network of pipes, pumps and other appurtenances required for transportation of the Reclaimed Water from the City's wastewater treatment facility to the Delivery Point.

Permits shall mean all licenses, permits, and other approvals, of any kind whatsoever, from any government or governmental agency, whether federal, state or local, necessary or convenient for the treatment, production, transmission or delivery, and storage or use of the Reclaimed Water.

Reclaimed Water shall mean the treated effluent that has received at least secondary treatment with a high level disinfection pursuant to Chapter 62-610, FAC, produced by the City's wastewater treatment facilities and transported by the City to the Delivery Point for reuse by the Customer.

Reuse Site(s) shall mean that certain real property on which the Customer will reuse the Reclaimed Water. Each Reuse Site will be determined and agreed upon by the City and the Customer.

Sanitary Sewer Collection System shall mean a network of pipes that receives the wastewater from a community and conveys it to a wastewater/water reclamation facility for treatment.

Treatment Facility shall mean that certain facility for the processing of Reclaimed Water provided to the Customer under this Agreement.

Wastewater shall mean spent water from a community, previously used for bathing, toilet flushing, cooking, etc. that is discharged to a sanitary sewer collection system.

Article 1: RECLAIMED WATER CONNECTION

- A. Customer shall connect to the reclaimed water system upon availability of reclaimed water as outlined in Exhibit A, Scope of Work.
- B. The City shall have the authority for determining and/or approving the appropriate size of the meter required to accurately measure the quantity of reclaimed water furnished to the Customer's facility.
- C. Exclusive Right of City: The City is the exclusive provider of the reclaimed water service within the City's water and sewer service area. The Customer hereby agrees that it will not contract or otherwise agree with any person other than City for the disposal, delivery or application of reclaimed water on or to the Reuse Site.
- D. The City agrees to provide reclaimed water to the customer at a maximum rate of 0.09 Million Gallons a Day (MGD), equivalent to the current South Florida Water Management District (SFWMD) withdrawal allocation from Biscayne aquifer for the customer's facility. As such, upon connection to the City's reclaimed water system, the Customer agrees to submit an application to the SFWMD to modify its consumptive use permit. The customer may request the SFWMD issue an allocation of water to meet the Customer's 1-in-10 demands not met with reclaimed water and/or a 30-day back-up allocation to account for any short term interruption of service.
- E. Delivery under Adverse Conditions: Both parties recognize that adverse weather conditions or unforeseen circumstances may result in a need for greater (or lesser) volumes of Reclaimed Water than provided for in this Agreement. In such event, Customer shall have the right to request additional volumes of Reclaimed Water, and City will attempt to provide such volumes, subject to reasonable availability, but will not be obligated to provide such volumes. If the Delivery System or the Treatment Facility fails or requires maintenance or repairs, the delivery of Reclaimed Water under the requirements of this Agreement may be interrupted or limited in quantity. In such event, Customer may be required to utilize an alternate water source for irrigation as needed, until the emergency situation is corrected. As such, Customer shall not abandon their

existing wells or surface water intake facilities, but rather maintain them in a standby mode. The permit for Customer's existing wells or intake facilities should be kept in place but modified to be on standby for use as back-up supply in an emergency.

F. No person, unless expressly authorized by the City or designee, shall tamper with, work on, or in any way alter or damage any part of the city's reclaimed water system. Tampering or work shall include, but is not limited to, opening or closing of valves, or causing of any reclaimed water to flow from the system. Persons shall not be authorized to:

1. Cut into or make any improper connection with the system.
2. Use or install any hose bib normally used for potable water.
3. Cause or allow their reclaimed water system to have any cross connections (between two or more water supplies), any illegal connections or tie-ins, or any discharge of reclaimed water into the public wastewater system.
4. Rent or share with any other party or premises any part of the reclaimed water system or use of the reclaimed water system in any manner or for any purpose other than described in the agreements and documents governing the reclaimed water system usage and executed by the Customer and the City.
5. Take or use reclaimed water without payment.
6. Remove or deface any warnings, labels or signs pertaining to reclaimed water use.

G. The City shall not be responsible for any damages and/or losses as a result of reclaimed water use by the Customer at the reuse site, unless the reclaimed water delivered by the City fails to meet the reuse system operating permit requirements and subsequently verified by an independent testing firm, hired by the City, that the reclaimed water delivered is the cause for damage on the reuse site.

ARTICLE 2: RECLAIMED WATER TREATMENT AND DELIVERY

A. Reclaimed Water Treatment/Quality:

1. All Reclaimed Water delivered under this Agreement shall conform to current applicable water quality standards in applicable Laws and in applicable Permits.
2. City shall perform required water quality monitoring as required by 62.610 FAC and will promptly notify Customer when the Reclaimed Water does not meet, or has a significant potential of failing to meet, such quality standards.
3. The City shall have the right to promulgate from time to time reasonable rules and regulations relating to the furnishing of reclaimed water service within the City's water and sewer service area including the area encompassed by this Agreement. Such rules and regulations may relate to but are not limited to rates, deposits, connection charges, prepayment of connection charges, capacity reservation charges, and the right to discontinue services under certain conditions.
4. City shall be responsible for the cost and labor of all testing of the Reclaimed Water and shall pay for any monitoring which is required, including the installation of monitoring wells and soil tests. Should Customer desire to monitor water quality, City, upon written request by Customer, shall grant Customer reasonable access to its Reclaimed Water Treatment Facilities for the collection of samples.
5. City shall not be responsible for injury or damages incurred by Customer, its employees, servants, representatives, or agents while on City's property.
6. Customer shall not be responsible for injury or damages incurred by City, its employees, servants, representatives, or agents while on Customer's property.

B. Delivery System:

1. City shall design, permit, own, construct, operate and maintain the portion of the Delivery System from the Reclaimed Water discharge point at the Treatment Facility to the Delivery Point and shall obtain and maintain any and all Permits necessary for the production of the Reclaimed Water and its delivery to the Delivery Point.
2. The Delivery Point, Meter Location, and Testing Site will be established in the right-of-way or in the

Customer property in an easement provided by the Customer.

3. Customer shall convey to the City, in a form acceptable to the City Attorney, by good and sufficient easement deed, a perpetual right, easement, and privilege to operate and maintain portions of the reclaimed water system up to the delivery point, if located on the customer's property.

C. Application System:

1. Customer shall, in accordance with the terms of this Agreement and at no cost to the City except as set forth in Exhibit A, design, permit, construct, own, operate and maintain the Application System, including without limitation all taps and connections thereto, in a manner that complies with all Applicable Laws and Permits.
2. All pumping stations, mains, lines and other facilities necessary to transport the Reclaimed Water from the Delivery Point to the application site shall at all times remain the sole, complete, and exclusive property of the Customer, and shall be responsible for maintenance of the same.

D. Metering:

1. City shall provide a meter for installation at the Delivery Point so that the volume of Reclaimed Water delivered may be measured.
2. The customer shall maintain the application system in good order and condition on the reuse site to minimize loss of reclaimed water. The sale of reclaimed water by the City to the customer shall occur at the customer's side of the meter.
3. City shall be responsible for installing the City furnished meter and providing and installing the necessary pipes, valves, strainer, fittings, drains, cover, box, and appurtenances necessary to connect the Application System to the Delivery System at the Delivery Point, at the City's expense.
4. The meter shall be tested by City for accuracy at its discretion or upon request by Customer, and test results shall be provided to both parties. If the test is requested by Customer and the meter is found to be operating properly and recording Reclaimed Water flows within acceptable industry standards for accuracy, the

cost of such testing shall be paid by Customer; otherwise, the cost of such testing shall be paid by the City.

ARTICLE 3: PERMITTED AND PROHIBITED USES

- A. Customer shall use Reclaimed Water delivered by City for irrigation purposes only to offset existing ground water withdrawals as permitted by the South Florida Water Management District and approved by the Florida Department of Environmental Protection (FDEP) within the Reuse Site.
- B. The customer shall not allow reclaimed water to be used for:
 - 1. Human or animal consumption
 - 2. Inter-connecting with another water source
 - 3. Recreation or play involving body contact with reclaimed water;
 - 4. Use through potable water hose bibs, faucets, quick couplers, filling of swimming pools, or augmenting lake or pond levels
 - 5. All other uses prohibited by law
- C. The customer shall not allow the reclaimed water to enter the interior of a building for any household uses including but not limited to toilet flushing.
- D. Customer shall not resell or transfer any portion of the Reclaimed Water or allow it to be used for potable water uses.
- E. Customer represents and warrants that it will not apply, deliver or allow the discharge of any reclaimed Water in any manner other than that specified in this Agreement.
- F. Construction of new improvements or modifications required shall be in accordance with the scope of work provided in Exhibit A.
- G. Customer will comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to the performance under this Agreement.

ARTICLE 4: Scope of Work; Responsibilities; and Reclaimed Water Rates

- A. The City shall perform all the work identified in Section 1.0 of the scope of work, provided as Exhibit A, and shall be responsible for all costs associated with the work.
- B. The customer shall perform all the work identified in Section 2.0 of the scope of work, provided as Exhibit A, and shall be responsible for all costs associated with the work.
- C. The City will bill the Customer, on a monthly basis, for the use of reclaimed water by the customer, per the Reclaimed Water rate structure provided in Exhibit B.

ARTICLE 5: Term of Agreement

- A. This agreement shall become effective upon execution by the City and the Customer and shall continue in full force and effect unless terminated pursuant to paragraph C below.
- B. All duties, obligations, and responsibilities of both parties to the agreement shall remain in full force as long as the agreement is in effect, as set forth above.
- C. In the event this agreement is terminated for convenience by the customer or if the need for reclaimed water no longer exists at the customer's facility, the customer and/or the facility shall not have the right to recover SFWMD's withdrawal allocation, transferred to the City as part of this agreement.

ARTICLE 6: MISCELLANEOUS

- A. This agreement supersedes all previous agreements or presentations, either verbal or written, heretofore in effect between the Customer and the City made with respect to the matters herein contained, and when duly executed, constitutes the agreement between the Customer and City. 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 by both parties.

- B. Venue: This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- C. Waiver of Jury Trial: The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.
- D. Waiver: No waiver by either Party hereto of a breach of an obligation owed hereunder by the other shall be construed as a waiver of any other breach, whether of the same or of a different nature. No delay or failure on either Party's part to enforce any right or claim, which it may have hereunder, shall constitute a waiver on the respective Party's part of such right or claim. All rights and remedies arising under this Agreement as amended and modified from time to time are cumulative and not exclusive of any rights or remedies which may be available at law or otherwise.
- E. Customer further agrees that it shall cause any party that undertakes the care and maintenance of the Reuse Site to agree in writing to be bound by all agreements, limitations, duties, responsibilities and other obligations imposed on Customer by this Agreement.
- F. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for which it is intended, at the place last specified as the place for giving of notice and shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the

present, the parties designate the following as the respective places for the giving of notice, to-wit:

FOR THE CITY:

City Manager
City of Margate
5790 Margate Blvd.
Margate, Florida 33063

FOR THE CUSTOMER:

RICHARD J. DUNGEY
Fox, Wackeen, Dungey et al
3473 SE Willoughby Blvd., Stuart, FL 34994

Notice so addressed and sent by registered mail, with return receipt requested, shall be deemed given when deposited in the United States Mail system.

- G. The failure of either party to insist upon the other party's compliance with its obligation under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.
- H. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.
- I. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.
- J. Joint Preparation: The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- K. Indemnification: To the extent permitted by Law, the City agrees to indemnify and hold harmless Customer from and against all liabilities, claims, damages, expenses or

actions, either at law or equity, caused or incurred as a result of the negligent or wrongful act or omissions by the City, its agents, employees, or other persons whose acts or omissions for which the City may be liable during the City's performance under this Agreement.

- L. Indemnification: To the extent permitted by Law, the Customer agrees to indemnify and hold harmless City from and against all liabilities, claims, damages, expenses or actions, either at law or equity, caused or incurred as a result of the negligent or wrongful act or omissions by the Customer, its agents, employees, or other persons whose acts or omissions for which the Customer may be liable during the Customer's performance under this Agreement.
- M. This agreement shall be binding and inure to the benefit of all successors and assigns entitled to the real property, of the Customer, described in page one (1) of this agreement.
- N. Any temporary cessations or interruptions of the furnishing of water and sewer service to the Property described herein at any time caused by an act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, Civil or Military authority, riots or other causes beyond the control of the City shall not constitute a breach of the provisions contained herein or impose liability upon the City by the Customer, successors and assigns; nor shall any cessation of service or additional connections for service due to action by any governmental regulatory agency having jurisdiction over the City constitute said breach or impose liability due the City.
- O. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, provided that:
 - 1. It is not within the control of the City; or
 - 2. A change of rules, regulations, or laws other than those enacted by the City, subsequent to the date of this Agreement, preventing the same, and
 - 3. It is mutually agreed that the City shall be held harmless from any and all liability for damages if the City's obligations under this Agreement cannot be

fulfilled as a result of any ruling or order by any other governmental or regulatory agency having jurisdiction over the subject matter hereof; and in such event, this Agreement shall be null and void and unenforceable by either party.

P. Entire Agreement: This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other promises; representations, or warranties affecting it.

WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; City of Margate, through its City Commission, signing by and through its Mayor and City Manager, authorized to execute same by the City Commission, and the customer, signing by and through its _____, duly authorized to execute same.

CITY OF MARGATE

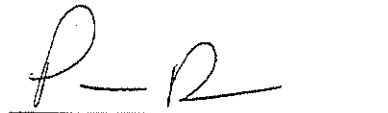
ATTEST:

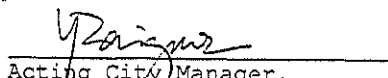

Deputy City Clerk Joseph Kavanagh

14 day of November, 20 11

Resolution No.: 11-996

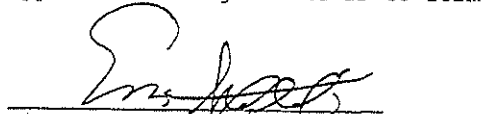
Date: 9/26/11


Mayor, Pam Donovan


Acting City Manager,
Yolanda A. Rodriguez

14 day of November, 20 11

I HEREBY CERTIFY that I have
approved this Agreement as to form:


City Attorney, Eugene M. Steinfeld

14 day of November, 20 11

CUSTOMER
FOR CORPORATION:

Burl Dale
President BURL DALE

28 day of October, 2011

(CORPORATE SEAL)

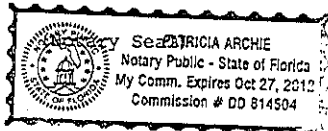
Burl Dale
Secretary BURL DALE

28 day of October, 2011

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me on October 28, 2011
by BURL DALE, President and Secretary of MARGATE EXECUTIVE GOLF COURSE, INC.,
a Florida corporation on behalf of the corporation. He is personally known to
me of ✓ has produced a FL Driver License as identification.



Patricia Archie
I am a Notary Public of the State of Florida
having a commission number of
and my commission expires on:
PATRICIA Archie
Print Name

Exhibit A
Scope of Work

Section 1.0 - Work to be completed by the City:

- New improvements required on the Customer's site (Reuse Site) to connect the reclaimed water system to the Customer's existing irrigation system. Improvements shall include, but may not be limited to, the installation of reclaimed water piping, pumping equipment with or without a lined reclaimed water storage pond, and electrical service and ancillary items required for a complete operating system.

Section 2.0 - Work to be completed by the Customer:

- Provide access and utility easements to facilitate installation of the system components identified in Section 1.0 above, and for subsequent operation and maintenance of the system up to the delivery point.
- Retain ownership and operation and maintenance of the system downstream of the delivery point, including the irrigation control system.
- Coordinate with the City to modify the on-site irrigation control system to facilitate connection and subsequent operation with reclaimed water.
- Convert existing pumping facilities and accessories to an emergency backup system and maintain the required permits, as needed.

Exhibit B
Reclaimed Water Rate(s)

The reclaimed water rates, mutually agreed by the City and the Customer, for use of reclaimed water on the Customer's site shall be as follows:

- Year 1*: \$0.00
- Year 2 through Year 10: \$0.10/1,000 gallons
- Year 11 through Year 20: Rate at the end of Year 10 adjusted per Year 10 consumer price index (CPI), not to exceed 5%.
- Year 21 through Year 30: Rate at the end of Year 20 adjusted per Year 20 CPI, not to exceed 5%.
- The rate for each subsequent year will be adjusted per the CPI.
- Billing shall be in accordance with Article 4.C.

*Year 1 begins the day the reclaimed water is delivered to the reuse site for irrigation use, and does not include the duration for testing the equipment.

95-135317 T#004
03-31-95 02:07PM

\$ 0.70
DOCU. STAMPS-DEED

RECVD. BROWARD CTY
B. JACK OSTERHOLT
COUNTY ADMIN.

BII (14)

COVER PAGE TO GRANT OF EASEMENT

DATED DECEMBER 22, 1994

GIVEN BY FLORIDA GOLF SHOP, INC., a Florida corporation
TO CITY OF MARGATE

ALL OF PARCELS "A" and "B", of ORIOLE-MARGATE GOLF COURSE

Return to: WARNER, FOX, SEELEY, DUNGEY & SWEET, ATTORNEYS, P.A.
P.O. DRAWER 6, STUART, FL. 34995-0006

BK23290PG0018

↑

6
unf

GRANT OF EASEMENT
(Flowage and Drainage)

THIS GRANT OF EASEMENT made this 22nd day of December, 1994, between FLORIDA GOLF SHOPS INC., a Florida corporation, whose address is 8000 Margate Boulevard, Margate, Florida 33063, hereinafter called the Grantor, and the CITY OF MARGATE, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called the Grantee.

WHEREAS, Grantor is the owner of the property situate in Broward County, Florida, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

WHEREAS, the Grantee requires an easement over, under, and upon the Property for flowage, drainage and maintenance of the canal described in Exhibit "B" with full authority to enter upon to maintain the canal system.

WHEREAS, the Grantor is willing to grant such easement,

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, the Grantor does hereby grant unto the Grantee, its successors and assigns, a nonexclusive perpetual easement over, under and upon the property for the purpose of flowage, drainage and maintenance of the canal.

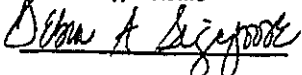
IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its officers thereunto duly authorized the day and year first above written.

Signed, sealed and delivered
in the presence of:



RICHARD J. DUNGEY

Print or Type Name



DEBRA A. SIGAFOSSE

Print or Type Name

FLORIDA GOLF SHOP, INC.
a Florida Corporation

By: 

Name: BURL DALE

Title: PRESIDENT

(CORPORATE SEAL)

BK23290PG0019

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22nd day of December, 1994, by BURL DALE as President of FLORIDA GOLF SHOP, INC., a Florida corporation on behalf of the corporation. He is personally known to me.

This Instrument Prepared by
Emilio C. Esteban, P.E.
City of Margate
1001 West River Drive
Margate, FL. 33063-3699



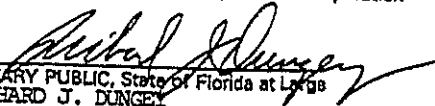

NOTARY PUBLIC, State of Florida at Large
RICHARD J. DUNGEY

EXHIBIT "A"

ALL OF PARCELS "A" and "B", of ORIOLE-MARGATE GOLF COURSE,
A Subdivision according to the Plat thereof, as recorded
in Plat Book 82, at Page 45, of the Public Records of
Broward County, Florida.

BK23290PG0020



CARMAHAN-PROCTOR AND ASSOCIATES, INC.

CONSULTING ENGINEERS

LAND DEVELOPMENT CONSULTANTS

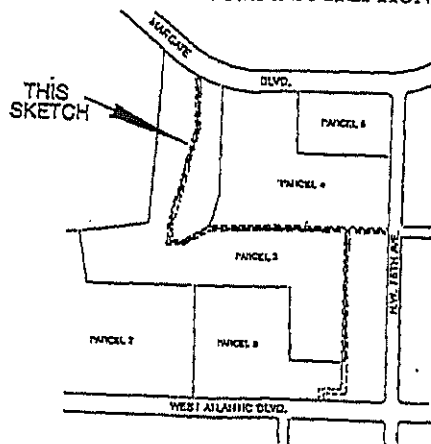
SURVEYORS

PLANNERS

6191 West Atlantic Blvd. (305) 972-3959 (FAX) 972-4178 Margate, Florida 33063

EXHIBIT "B"

NOT A SURVEY
(SKETCH & LEGAL DESCRIPTION)



LOCATION MAP
(NO SCALE)

OWNER

FLORIDA GOLF SHOPS INC.
8000 MARGATE BLVD.
MARGATE, FL 33063
FOLIO # 8135.05.003

LEGAL DESCRIPTION

A PORTION OF PARCEL 3, "ORIOLE GOLF AND TENNIS CLUB SECTION TWO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 3; THENCE SOUTH $50^{\circ}04'57''$ EAST, A DISTANCE OF 95.07 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 776.33 FEET AND A CENTRAL ANGLE OF $08^{\circ}26'05''$, A DISTANCE OF 114.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 776.33 FEET, A CENTRAL ANGLE OF $02^{\circ}34'19''$, A DISTANCE OF 34.85 FEET, THE LAST THREE (3) DESCRIBED COURSES BEING ALONG THE NORTHERLY BOUNDARY OF SAID PARCEL 3 AND BEING COINCIDENT WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF MARGATE BOULEVARD; THENCE SOUTH $00^{\circ}22'34''$ EAST, ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE A DISTANCE OF 293.41 FEET; THENCE SOUTH $15^{\circ}07'16''$ WEST, A DISTANCE OF 535.78 FEET; THENCE SOUTH $00^{\circ}00'00''$ WEST, A DISTANCE OF 83.00 FEET; THENCE SOUTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 51.54 FEET; THENCE NORTH $64^{\circ}00'00''$ EAST, A DISTANCE OF 165.04 FEET; THENCE SOUTH $89^{\circ}41'11''$ EAST, A DISTANCE OF 8.22 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 3; THENCE SOUTH $17^{\circ}45'44''$ WEST, ALONG SAID EAST LINE A DISTANCE OF 15.72 FEET TO THE SOUTHWEST CORNER OF PARCEL 4 OF THE SAID PLAT OF "ORIOLE GOLF AND TENNIS CLUB SECTION TWO"; THENCE SOUTH $89^{\circ}41'21''$ EAST, ALONG A PORTION OF THE SOUTH LINE OF SAID PARCEL 4 A DISTANCE OF 780.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH $01^{\circ}03'35''$ WEST, ALONG THE EAST LINE OF SAID PARCEL 3 A DISTANCE OF 720.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 3; THENCE NORTH $88^{\circ}56'34''$ WEST, ALONG A PORTION OF THE SOUTH LINE OF SAID PARCEL 3 A DISTANCE OF 15.00 FEET TO A LINE 15.00 FEET WEST OF AND PARALLEL TO (AS MEASURED AT RIGHT ANGLES) THE EAST LINE OF SAID PARCEL 3; THENCE ALONG SAID WEST PARALLEL LINE NORTH $01^{\circ}03'35''$ EAST, A DISTANCE OF 704.80 FEET TO A LINE 15.00 FEET SOUTH OF AND PARALLEL TO (AS MEASURED AT RIGHT ANGLES) THE SOUTH LINE OF SAID PARCEL 4; THENCE ALONG SAID SOUTH PARALLEL LINE NORTH $89^{\circ}41'21''$ WEST, A DISTANCE OF 761.30 FEET; THENCE SOUTH $64^{\circ}00'00''$ WEST, A DISTANCE OF 164.96 FEET; THENCE SOUTH $90^{\circ}00'00''$ WEST, A DISTANCE OF 88.46 FEET; THENCE NORTH $00^{\circ}00'00''$ EAST, A DISTANCE OF 116.98 FEET; THENCE NORTH $15^{\circ}07'16''$ EAST, A DISTANCE OF 535.68 FEET; THENCE NORTH $00^{\circ}22'35''$ WEST, A DISTANCE OF 307.05 FEET TO THE POINT OF BEGINNING.

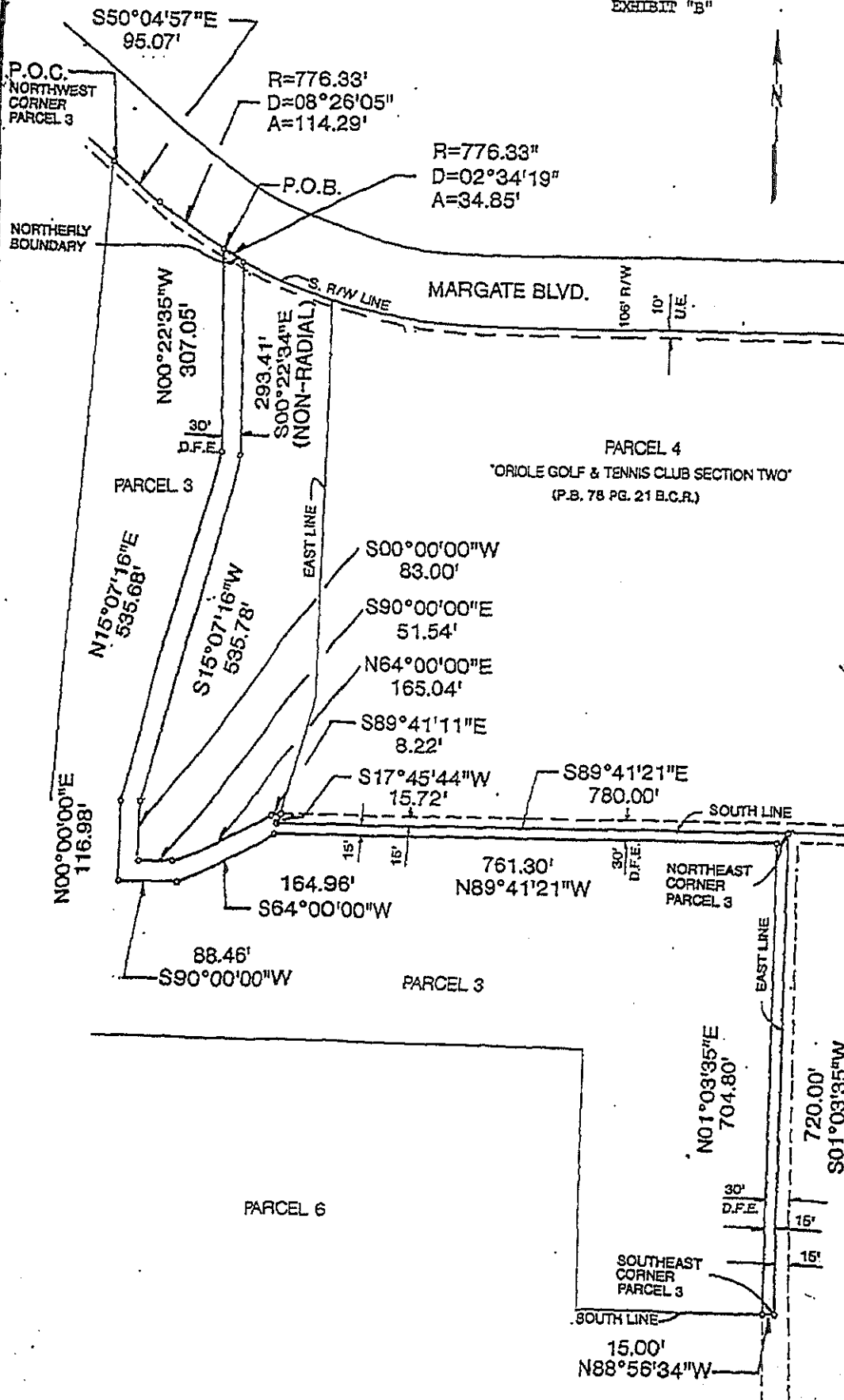
(BEARINGS ARE BASED ON THE SAID SOUTH LINE OF PARCEL 4, HAVING A BEARING OF SOUTH $89^{\circ}41'21''$ EAST, AS SHOWN ON THE SAID PLAT OF "ORIOLE GOLF AND TENNIS CLUB SECTION TWO").

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND CONTAINING 1.318 ACRES MORE OR LESS.

JOB NO.	840105	DWG. BY:	JW	SCALE:	N/A	EXHIBIT "B"
FILE NO.	CITY OF MARGATE	CK'D. BY:	T.S.	DATE:	1-18-84	30' DRAINAGE FLOWAGE ESMT.
						SHEET 1 OF 3 SHEETS

BR2329060021

EXHIBIT "B"



BK23290P60022

JOB NO. 940105	DWG. BY: JW	SCALE: 1"=150'	30' DRAINAGE FLOWAGE ESM'T.
FILE NO. CITY OF MARGATE	C'D. BY: T.S.	DATE: 1-18-84	SHEET 2 OF 8 SHEETS

ABBREVIATION

A	=	ARC LENGTH
B.C.R.	=	BROWARD COUNTY RECORDS
L	=	CENTERLINE
D	=	CENTRAL ANGLE
CH.	=	CHORD
D.F.E.	=	DRAINAGE FLOWAGE EASEMENT
P.B.	=	PLAT BOOK
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
U.E.	=	UTILITY EASEMENT

NOTES

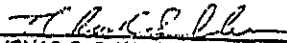
01. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
02. THIS DRAWING IS THE PROPERTY OF CARNAHAN-PROCTOR & ASSOCIATES, INC., AND SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART WITHOUT AUTHORIZATION.
03. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE UNDERSIGNED FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS OF RECORDS. SUCH INFORMATION SHOULD BE OBTAINED AND VERIFIED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
04. THIS SKETCH WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH, THEREFORE ONLY THOSE EASEMENTS ON THE RECORDED PLAT ARE SHOWN.
05. DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
06. LEGAL DESCRIPTION SHOWN HEREON WAS FURNISHED TO THIS OFFICE BY THE CLIENT.

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

LAST DATE OF FIELD WORK: NOT A SURVEY

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON COMPLIES WITH MINIMUM STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


THOMAS C. SHAHAN
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO 4387

JAN 19 1994

DATE OF SIGNATURE

BK23290PG0023

JOB NO. 840105	DWG. BY: JW	SCALE: N/A	30' DRAINAGE FLOWAGE ESM'T
FILE NO. CITY OF MARGATE	CKD. BY: T.S.	DATE: 1-18-94	SHEET 3 OF 3 SHEETS