

Water Management Calculations

MSD Bakery

Margate, Florida

LDi Proj. No. 24-142

**Land Use:**

**Exist**

**Prop.**

Total Area = 27,487 SF. The 40-foot ingress/egress easement (9,577 SF) to remain unchanged. Site area to be developed equals 27,487 SF – 9,577 SF = 17,910 SF.

	Impervious	Pervious	Impervious	Pervious
Asphalt/Concrete	8,162	0	6,133	0
Building	0	0	6,985	0
Green Area	0	9,748	0	4,792
<b>Total</b>	<b>8,162 (45.6%)</b>	<b>9,748 (54.4%)</b>	<b>13,118 (73.2%)</b>	<b>4,792 (26.8%)</b>

**Water Quality Calculations**

**Required:**

1" (17,910 sf) = 1,492.50 cf

2.5" (% additional impervious area) (100%)(13,188 SF – 8,162 SF) = 1,033 CF

**Provided:**

$$V_{\text{EXFILT.}} = \frac{L * (K * (H/2W + 2H/2D/U - D/U2/ + 2H/2D/S) + ((1.39 \times 10^{-4}) * W * D/U))}{FS}$$

L = 49 LF

K = 2.5 x 10<sup>-4</sup>

H<sub>2</sub> = 5.7 '

W = 5'

D<sub>U</sub> = 4'

$D_s = 0'$

$FS = 2$

$V_{EXFILT.} = 1,539 \text{ CF PROVIDED}$

Project site is part of a previously approved stormwater management system, South Florida Water Management District (SFWMD) permit no. 06-00084-S. Site provides additional water quality for additional impervious area. Proposed grading in accordance with the design elevations specified in the governing SFWMD permit.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RONALD W. LAST, P.E. ON THE DATE ADJACENT TO THE SEAL.  
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



# OWNER'S AUTHORIZATION AFFIDAVIT

I hereby certify that I am the owner or authorized signatory of the property located at

3240 Holiday Springs Blvd Margate FL

being the subject property for this Site Plan application, and I hereby grant authorization to Mariana Tavares to file an application with the City of Margate for approval of the same.

Jose Mateus da S. Souza  
Print owner's or authorized signatory name

Jose Mateus Souza  
Signature of owner or authorized signatory

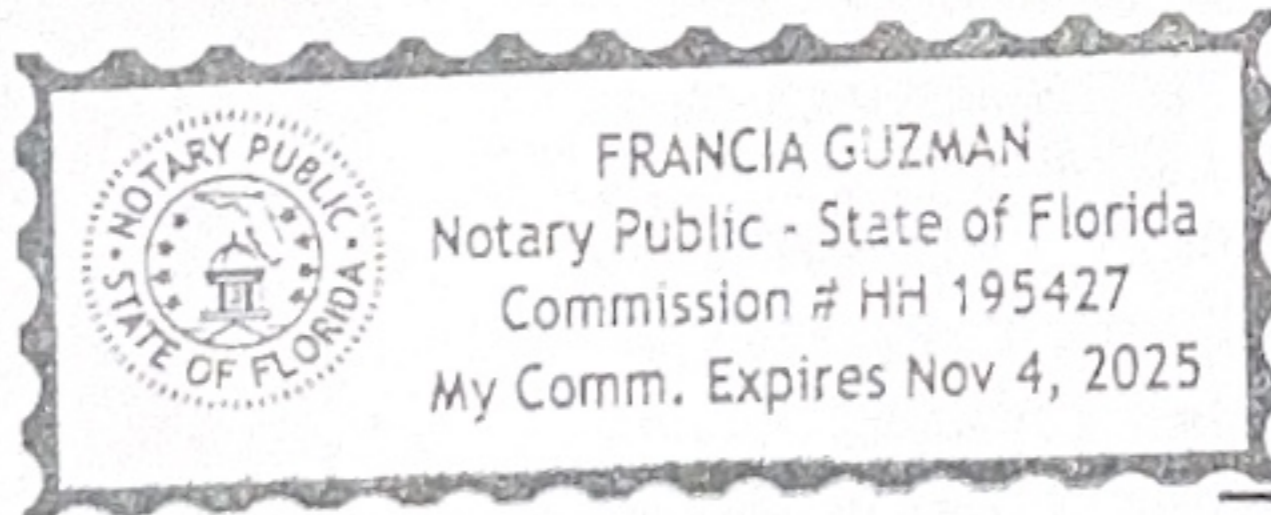
Owner/Agent Phone Number: 561 305 4008

Email Address: \_\_\_\_\_

Owner/Agent Address: 1923 Mears Parkway Margate FL 33063

STATE OF FLORIDA COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 21 day of October 2025 (year), by Jose Souza (print name of person making statement).



[Handwritten Signature]

(Signature of Notary Public - State of Florida)

Francia Guzman  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR  Produced Identification

Type of Identification Produced FLDL

# MUTUAL DRIVEWAY EASEMENT AGREEMENT

This Mutual Driveway Easement Agreement ("Agreement") is made as of 02/19 2026, by and between:

## OWNER A:

MSD Bakery LLC, a Florida limited liability company, having its principal address at 3240 Holiday Springs Boulevard, Margate, Florida 33063 ("Owner A").

## OWNER B:

THE VINE INTERNATIONAL MINISTRIES INC, a Florida non-profit corporation, having its principal address at 8036 W Sample Road, Margate, Florida 33063 ("Owner B").

Owner A and Owner B may be referred to individually as a "Party" and collectively as the "Parties".

## 1. Recitals

- A. Owner A and Owner B are the fee simple owners of adjacent parcels of real property located in the City of Margate, Broward County, Florida, as more particularly described in Exhibits A and B attached hereto.
- B. The properties are served by access areas that partially cross each other's land.
- C. The City of Margate requires the formalization and recording of an access easement to regulate shared use.
- D. The Parties desire to establish a formal mutual access agreement with clearly defined responsibilities and with full protection afforded to Owner B.

## 2. Grant of Mutual Easement

Each Party hereby grants to the other a non-exclusive easement for vehicular and pedestrian ingress and egress over the areas designated and shown on the survey attached hereto as Exhibit C ("Easement Area").

The easement is granted solely for access purposes and does not constitute a permanent, irrevocable, or unconditional real property right.

## 3. Maintenance and Repair

### 3.1 Responsibility of Owner A

Owner A shall be fully and exclusively responsible for the maintenance, repair, preservation, and safety of the area used for its access, even if such area is physically located within Owner B's property. This responsibility includes, without limitation:

- a) damage caused by high traffic volume;
- b) structural wear and deterioration;
- c) potholes, cracks, and surface failure;
- d) damage caused by heavy vehicles, construction, or equipment.

All repairs shall be performed promptly and at the sole expense of Owner A.

### 3.2 No Obligation of Owner B

Owner B shall have no obligation whatsoever to maintain, repair, clean, pave, drain, or otherwise improve any area used by Owner A.

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#### **4. No Ownership or Property Responsibility**

This Agreement does not convey any ownership interest.

Each Party retains exclusive ownership and control over its respective property.

The easement grants only a limited right of passage.

#### **5. Liability, Indemnification, and Insurance**

Each Party shall use the other Party's property at its own risk.

Owner A agrees to indemnify, defend, and hold harmless Owner B from any claims, losses, damages, or liabilities arising out of Owner A's use, negligence, or omission.

Owner A shall maintain liability insurance as required by the City of Margate.

#### **6. No Obstruction or Interference**

Neither Party shall unreasonably obstruct the other Party's use of the Easement Area.

Given that the Easement Area constitutes an essential access route for the church, Owner B shall have an unrestricted and unconditional right of vehicular and pedestrian passage over Owner A's property at all times, without prior notice or consent.

This right shall not be restricted under any circumstances.

#### **7. Runs With the Land**

Owner A shall be solely responsible for any dirt, sediment, debris, or waste originating from its property that obstructs or damages drainage systems or sewer facilities located on Owner B's property.

Owner A shall promptly perform all necessary cleaning, corrections, and containment measures at its own expense.

#### **8. Governing Law**

Owner A, its representatives, employees, customers, vendors, or third parties are strictly prohibited from parking, stopping, or remaining on Owner B's property.

The authorization granted herein is limited exclusively to passage.

#### **9. Recording**

This Agreement shall remain in effect for a term of five (5) years.

And if The Vine determines that any provision has been carried out in a manner different from what was established in the new contract, it may be terminated at any time, prior to the final deadline.

Upon expiration, the Agreement must be renewed by written agreement.

Owner B may revise the terms upon renewal.

#### **10. Termination**

Owner B may terminate this Agreement in the event of breach, recurring damage, improper use, or institutional harm.

#### **11. BINDING EFFECT**

This Agreement shall be binding upon the Parties and their respective successors and assigns.

*J 2/16*

**12. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**13. RECORDING**

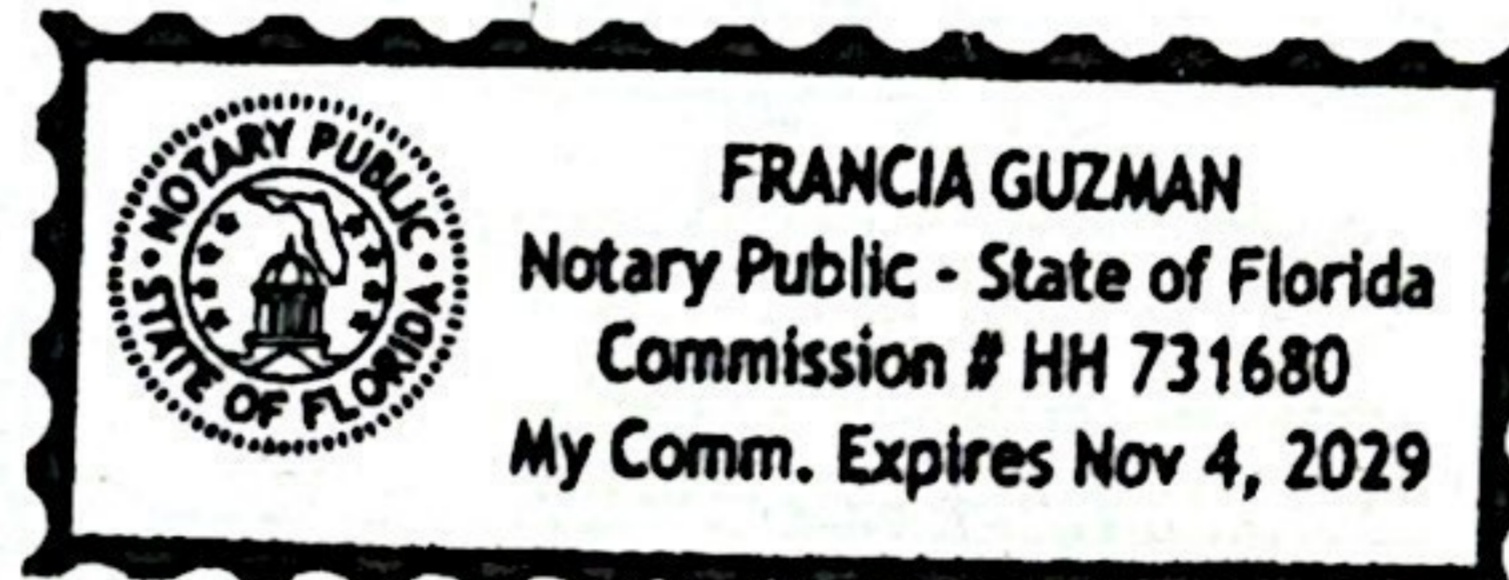
This Agreement shall be recorded in the Public Records of Broward County, Florida, as required by the City of Margate.

**IN WITNESS WHEREOF**

The Parties have executed this Agreement as of the date first written above

**MSD Bakery LLC**

By: Jose Mateus Souza  
Name: Jose Mateus Souza  
Title: Authorized Representative  
Date: 02/12/2020



*Notary For Jose Mateus Souza*

**Vine International Ministries Inc**

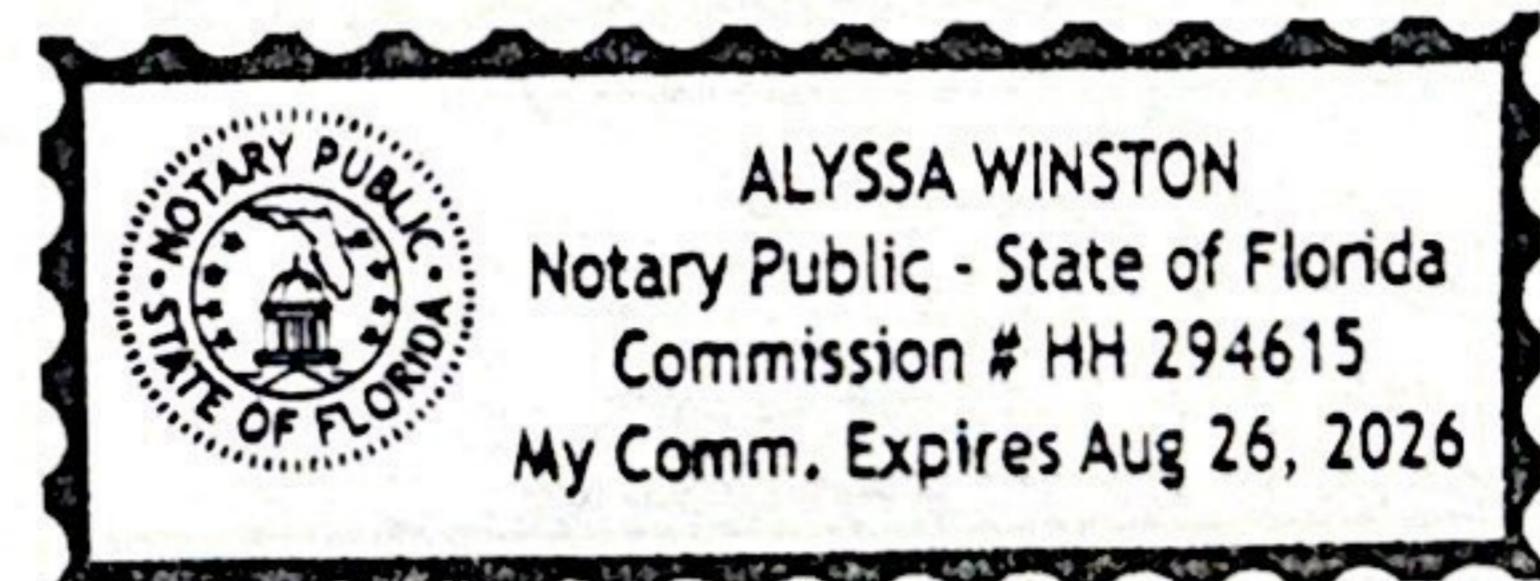
By: Marcio Alves de Costa  
Name: Marcio Alves  
Title: Authorized Representative  
Date: 02/10/2026

**NOTARY ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of February 2020, by ~~Jose Mateus Souza on behalf of MSD Bakery LLC and~~ Marcio Alves on behalf of Vine International Ministries Inc.

Notary Public, State of Florida  
Name: Alyssa Winston  
Commission No.: HH294615  
My Commission Expires: 08/26/2026



*Notary for Marcio Alves De Costa only*

**EXHIBIT A – Legal Description of Parcel A**

**EXHIBIT B – Legal Description of Parcel B**

**EXHIBIT C – Survey / Sketch of Easement Area**

# EXHIBIT A

## Property Summary

**Property ID:** 484123030020

**Property Owner(s):** MSD BAKERY LLC

**Mailing Address:** 1923 MEARS PKWY MARGATE, FL 33063  
[click here to update mailing address](#)

**Property Address:** 3240 HOLIDAY SPRINGS BOULEVARD MARGATE, 33063

**Neighborhood:**

**Property Use:** 28-01 Parking lot

**Millage Code:** 1212

**Adj. Bldg. S.F.:** 0 Card/Permits

**Bldg Under Air S.F.:**

**Effective Year:** 2005

**Year Built:** 2004

**Units/Beds/Baths:** 0 //



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**Deputy Appraiser:** Alec Rosales

**Property Appraiser Number:** 954-357-6835

**Property Appraiser Email:** commercialtrim@bcpa.net

**Abbr. Legal Des.:** HOLIDAY SPRINGS VILLAGE SEC 3 80-25 B TR 6 LESS COMM AT NW COR TR 6ELY ALG N/L 1253.38,SLY 110,SELY 124.23 TO PT ON ELY/L TR 6,SELY ARC DIST 236.03 TO P/T,CONT ON ELY/L 417.09,NWLY 98.84,WLY 352.26,SLY 172.81,SWLY 413.32, SLY 191.03,WLY 243.14,NLY ALG W/L TR 6 1222.89 TO POB & LESS PT DESC IN ORS 10553/522 & 11344/677,11388/332,16912/186

# EXHIBIT B

## Property Summary

**Property ID:** 484123030060

**Property Owner(s):** VINE INTERNATIONAL  
MINISTRIES INC

**Mailing Address:** 8036 W SAMPLE RD MARGATE, FL 33063  
[click here to update mailing address](#)

**Property Address:** 8036 W SAMPLE ROAD MARGATE, 33063

**Neighborhood:**

**Property Use:** 71-01 Churches

**Millage Code:** 1212

**Adj. Bldg. S.F.:** 8066 Card/Permits

**Bldg Under Air S.F.:**

**Effective Year:** 1980

**Year Built:** 1978

**Units/Beds/Baths:** 0//

**Abbr. Legal Des.:** HOLIDAY SPRINGS VILLAGE SEC 3 80-25 B POR OF TR 6 DESC AS COMM AT NWCOR TR 6,S 571 TO POB,E 547.14 TO P/C,SWLY 260.51,W 379.75 N 200.07 TO POB AKA:PAR I-1 & 14



« Previous

**Deputy Appraiser:** Alec Rosales

**Property Appraiser Number:** 954-357-6835

**Property Appraiser Email:** commercialtrim@bcpa.net







## Concurrency Analysis Report for the City of Margate & Broward County

# MSD BAKERY

Prepared by:  
Due Design Group  
Project DSD-32737

November 5<sup>th</sup> 2025



## **Project Description:**

Applicant: MSD Bakery LLC

Location: 3240 Holyday Springs BLVD

Zoning: B-2

**This project proposes a new commercial building for a new Bakery with 1 story and a mezzanine.**



## **SITE PLAN:**

PORTION OF TRACT 6  
"HOLIDAY SPRINGS VILLAGE SECTION THREE"  
P.B. 80, PG. 25

Notes:

ALL WORK SHALL CONFORM TO FLORIDA BUILDING CODE 2023.

IF DO NOT SCALE DRAWINGS, DIMENSIONS GOVERN.

IT IS THE INTENT OF THESE DRAWINGS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE DRAWINGS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

EXISTING UTILITIES SHOWN ARE BASED ON INFORMATION SUPPLIED BY OTHERS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MEET WITH ALL APPLICABLE UTILITY COMPANIES TO VERIFY ALL UNDERGROUND FACILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION.

THIS WORK REQUIRES A BUILDING PERMIT. DO NOT BEGIN WORKING UNTIL A BUILDING PERMIT IS OBTAINED.

CONTRACTOR IS TO FURNISH ALL LABOR, MATERIALS, SERVICES AND EQUIPMENT NECESSARY TO COMPLETE ALL WORK SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.

THE CONTRACTOR SHALL MAKE REQUIRED ARRANGEMENTS, SECURE AND PAY FOR ALL BARRICADES, ENCLOSURES, AND FENCING AS NEEDED FOR AND DURING THE PROGRESS TO PROTECT ADJACENT PROPERTIES.

THE CONTRACTOR SHALL NOT PROCEED WITH ANY ADDITIONAL SERVICES OR WORK WITHOUT PRIOR NOTIFICATION TO THE OWNER.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS AND METHODS CONSTRUCTION, AND FOR THE SEQUENCES AND PROCEDURES TO BE USED.

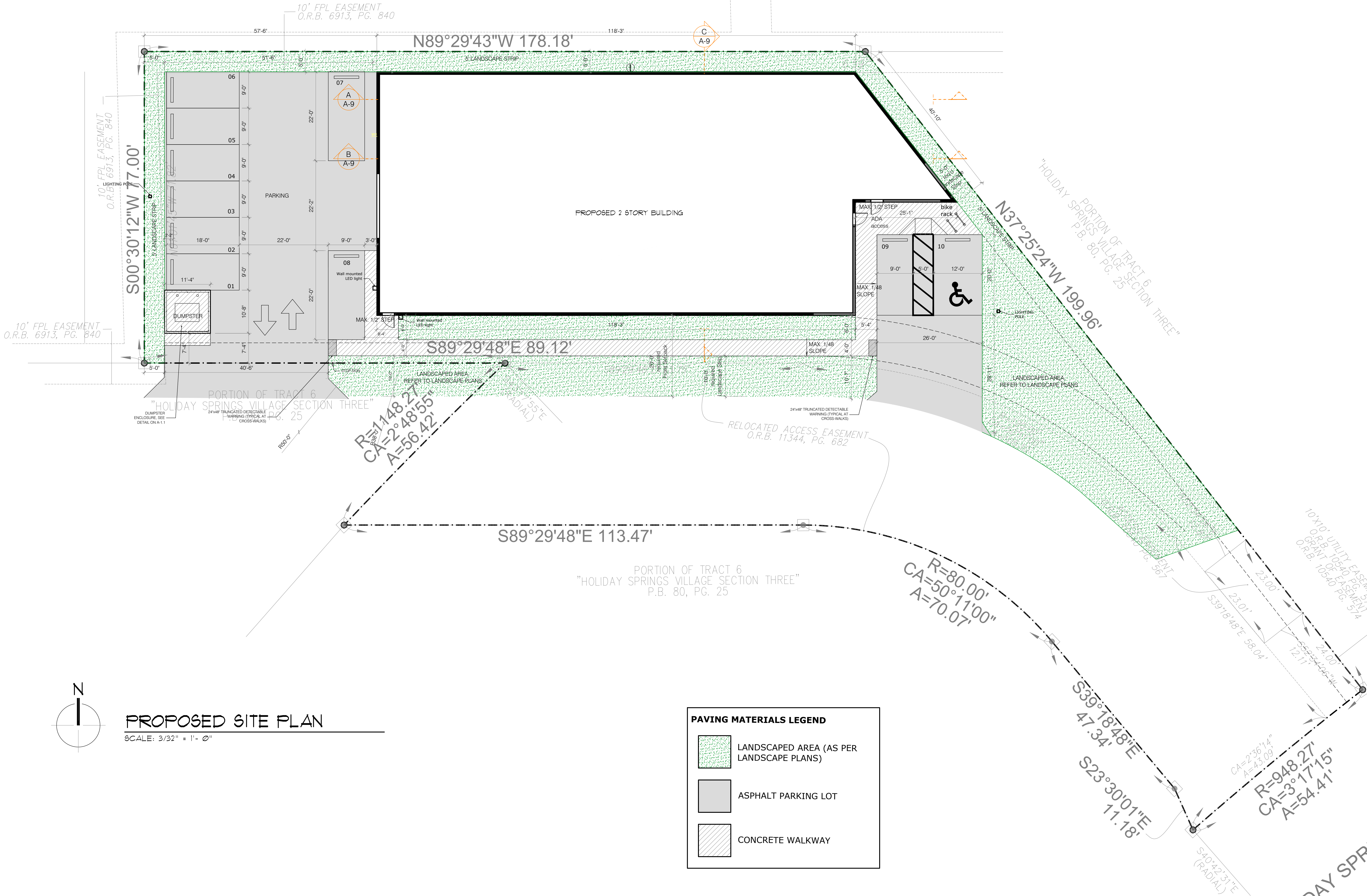
EXISTING GRADES WERE TAKEN FROM THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING WITH CURRENT SITE CONDITIONS, AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE JOB SITE. ANY DISCREPANCIES BETWEEN PLANS, SECTIONS AND DETAILS OR THE APPLICABLE CODES OR REGULATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR ENGINEER DURING BIDDING OR BEFORE WORK BEGINS IN ORDER TO CLARIFY THE REQUIREMENTS AND TO EFFECT THE NECESSARY MODIFICATIONS, CHANGES AND /OR INSTRUCTIONS, DRAWINGS AND DIMENSIONS ARE BASED UPON DRAWINGS SUPPLIED BY THE CLIENT. CONSULTANT ENGINEER WILL NOT BE RESPONSIBLE FOR ERRORS OR MISINTERPRETATIONS OF THE SYSTEM DESIGNED BY US BASED ON CLIENT CONFIRMED DESIGN AND DIMENSIONS.

ADDITIONAL DRAFTING TIME EMPLOYED IN THE CHANGE OF THE DESIGN AFTER SIGNING AND SEALING OF DRAWINGS WILL RESULT IN ADDITIONAL COST.

DO NOT SUBSTITUTE MATERIALS, EQUIPMENTS OR METHODS OF CONSTRUCTION UNLESS SUCH SUBSTITUTIONS OR CHANGES HAVE BEEN APPROVED IN WRITING BY THE OWNER.

ALL DIMENSIONS TO BE SITE VERIFIED.

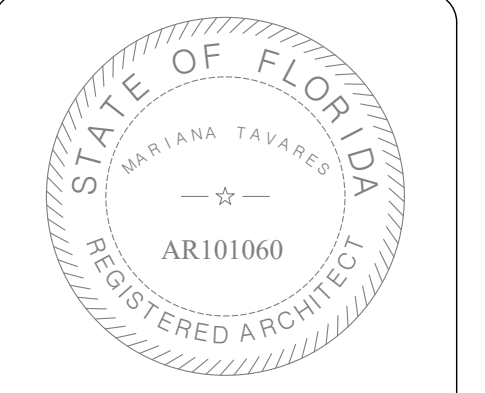


**PROPOSED SITE PLAN**  
SCALE: 3/32" = 1'-0"

**PAVING MATERIALS LEGEND**

	LANDSCAPED AREA (AS PER LANDSCAPE PLANS)
	ASPHALT PARKING LOT
	CONCRETE WALKWAY

REV	DESCRIPTION	DATE



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MARIANA TAVARES. ALL PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

**DUE**  
DESIGN GROUP

Daniela Pagano 954 612 3785  
Mariana Tavares 954 702 3038  
Architects  
22691 Bella Rita Cir  
Boca Raton FL 33433

SITE: 3240 HOLIDAY SPRINGS BLVD MARGATE, FL		CLIENT: MSD BAKERY José Mateus Souza	
TITLE: New Bakery		SCALE: 3/32" = 1'-0"	
DATE: JUN/2025	DRAWN: MT	CHECKED: MT	PROJECT NO: 10424
DRAWING NO: A-1	REVISION:		

TO THE BEST OF MY KNOWLEDGE AND ABILITY, THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH APPLICABLE MINIMUM BUILDING CODES. CONTRACTOR MUST FIELD VERIFY ALL DIMENSIONS AND HOLDS RESPONSIBILITY FOR ALL MEASUREMENTS.



# **TRAFFIC IMPACT STATEMENT:**

MSD Bakery LLC  
 Jose Mateus Souza  
 C/O Due Design Group  
 Mariana Tavares, Architect

**Re: New Bakery (Margate) • 3240 Holiday Springs Boulevard  
 Traffic Impact Analysis  
 Property ID 4841-23-03-0020**

Dear Mariana,

JFO Group Inc. has been retained to prepare a traffic impact analysis for the *New Bakery (Margate)* project to add ±8,000 SF Warehouse consisting of 6,554 SF Warehouse, 1,040 SF Office and 406 SF Coffee/Donut Shop without Drive-Through Window. The *New Bakery (Margate)* project is located northwest of Holiday Springs Boulevard, just east of Riverside Drive in the City of Margate, Florida. Folio ID associated with this project is 4841-23-03-0020.

Exhibit 1 includes a copy of the Broward County property appraiser associated with the subject site. Figure 1 shows the project location in relation to the transportation network. Exhibit 2 includes a copy of a conceptual site plan for the *New Bakery (Margate)* project.



**Figure 1 : Project Location**

Project trip generation rates used for this analysis were based on the 11<sup>th</sup> Edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. Table 1 shows the rates used in order to determine the trip generation for Daily, AM, and PM peak hour conditions. Exhibit 3 includes a copy of the trip generation rates. As part of a conservative analysis, no credit was given for internal capture trips between the proposed project and other uses within Carolina Springs Plaza. However, pass-by trip credit was applied in accordance with the latest edition of the ITE Trip Generation Manual.

**Table 1: Trip Generation Rates**

Land Use	ITE Code	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Warehousing	150	1.71	77%	23%	0.17	28%	72%	0.18
Small Office Building	712	14.39	82%	18%	1.67	34%	66%	2.16
Coffee/Donut Shop without Drive-Through Window	936	626.85 <sup>1</sup>	51%	49%	93.08	50%	50%	32.29

<sup>1</sup> Not available in ITE. 10X the average of AM and PM peak hour was assumed.

Table 2 summarizes the net Daily, AM, and PM peak trips potentially generated by the proposed development. According to Table 2, the net Daily, AM and PM peak trips potentially generated due to the proposed development are 147, 22 (12 In/10 Out) and 9 (4 In/5 Out) trips respectively.

**Table 2: Trip Generation**

Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Warehousing	6,554 SF <sup>1</sup>	11	1	0	1	0	1	1
Small Office	1,040 SF	15	2	0	2	1	1	2
Coffee/Donut Shop W/O Drive-Through Window	406 SF	255	19	19	38	7	6	13
<b>Σ</b>	<b>8,000 SF</b>	<b>281</b>	<b>22</b>	<b>19</b>	<b>41</b>	<b>8</b>	<b>8</b>	<b>16</b>
Pass-By	AM: 50%	(134)	(10)	(9)	(19)	(4)	(3)	(7)
	PM: 55%							
	Daily: 52.5% <sup>2</sup>							
<b>Net Proposed Traffic</b>		<b>147</b>	<b>12</b>	<b>10</b>	<b>22</b>	<b>4</b>	<b>5</b>	<b>9</b>

<sup>1</sup> 2,713 SF (Storage) + 3,841 SF (Production)

<sup>2</sup> Average of AM and PM Pass-By Rates for ITE LU 934. Daily pass-by rates not available. See Exhibit 3.

Given the project location and as part of a conservative analysis, it was assumed that all project traffic will be on Sample Road. As shown in Table 3, according to the latest (2020/2045) Broward Metropolitan Planning Organization (MPO) Roadway and Capacity and Level of Service Analysis report and even with the conservative assumptions for the project, existing/adopted roadway capacity on Sample Road will be able to accommodate the proposed project. Furthermore, the project will have a *De Minimis* impact during both daily and peak hour conditions.

**Table 3: Project Impact and Level of Service**

DAILY										
ID	Roadway	Segment	Design Code	AADT	Capacity	Project Distribution	Project Trips	Project Significance Impact	Traffic with Project	V/C
864	Sample Rd	E of Riverside Dr	622	48,000	59,900	100%	147	0.25%	48,147	0.80
PEAK HOUR										
ID	Roadway	Segment	Design Code	Peak Hour	Capacity	Project Distribution	Project Trips	Project Significance Impact	Traffic with Project	V/C
864	Sample Rd	E of Riverside Dr	622	4,560	5,390	100%	22	0.41%	4,582	0.85

Moreover, as shown in Figure 2, the *New Bakery (Margate)* project provides direct access to Routes 34 and 62 of the Broward County Transit System. Exhibit 4 includes complete routes from the Broward County Traffic website.

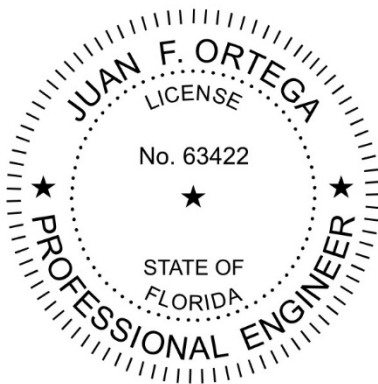


**Figure 2 : Broward County Transit**

This analysis concludes that the proposed development of an outparcel at Carolina Springs Plaza—comprising an ±8,000 SF building with 6,554 SF of warehouse space, 1,040 SF of office space, and a 406 SF coffee/donut shop (without a drive-through)—will have a *de minimis* impact on the transportation network, generating approximately 147 daily trips and 22 peak hour trips. Furthermore, based on the latest (2020/2045) Broward MPO Roadway Capacity and Level of Service Analysis, the project will not negatively affect the existing or adopted Level of Service on Sample Road, east of Riverside Drive.

Sincerely,

**JFO GROUP INC**  
COA Number 32276



- Enclosures:
- Exhibit 1: Property Appraiser
  - Exhibit 2: Conceptual Site Plan
  - Exhibit 3: Trip Generation Rates
  - Exhibit 4: Broward County LOS Report
  - Exhibit 5: Broward Transit



**PROPERTY SUMMARY**

**Tax Year:** 2025  
**Property ID:** 484123030020  
**Property Owner(s):** MSD BAKERY LLC  
**Mailing Address:** 1923 MEARS PKWY MARGATE, FL 33063  
**Physical Address:** HOLIDAY SPRINGS BOULEVARD MARGATE, 33063

**Property Use:** 28-01 Parking lot  
**Millage Code:** 1212  
**Adj. Bldg. S.F.:** 0  
**Bldg Under Air S.F.:**  
**Effective Year:** 2005  
**Year Built:** 2004  
**Units/Beds/Baths:** 0 / /

**Deputy Appraiser:** Commercial Department  
**Appraisers Number:** 954-357-6835  
**Email:** commercialtrim@bcpa.net  
**Zoning :** B-2 - COMMUNITY BUSINESS DISTRICT  
**Abbr. Legal Des.:** HOLIDAY SPRINGS VILLAGE  
 SEC 3 80-25 B TR 6 LESS COMM AT NW COR TR  
 6ELY ALG N/L 1253.38, SLY 110, SELY 124.23 TO PT  
 ON ELY/L TR 6, SELY ARC DIST 236.03 TO P/  
 T, CONT ON ELY/L 417.09, NWLY 98.84, WLY  
 352.26, SLY 172.81, SWLY 413.32, SLY 191.03, WLY  
 243.14, NLY ALG W/L TR 6 1222.89 TO POB & LESS  
 PT DESC IN ORS 10553/522 &  
 11344/677, 11388/332, 16912/186

**PROPERTY ASSESSMENT**

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2025	\$11,480	\$28,020	0	\$39,500	\$39,500	
2024	\$11,480	\$28,020	0	\$39,500	\$38,500	\$843.32
2023	\$6,980	\$28,020	0	\$35,000	\$35,000	\$770.86

**EXEMPTIONS AND TAXING AUTHORITY INFORMATION**

	County	School Board	Municipal	Independent
Just Value	\$39,500	\$39,500	\$39,500	\$39,500
Portability	0	0	0	0
Assessed / SOH	\$39,500	\$39,500	\$39,500	\$39,500
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	0	0	0	0
Affordable Housing	0	0	0	0
Taxable	\$39,500	\$39,500	\$39,500	\$39,500

SALES HISTORY FOR THIS PARCEL				LAND CALCULATIONS		
Date	Type	Price	Book/Page or CIN	Unit Price	Units	Type
07/10/2024	Warranty Deed Qualified Sale	\$400,000	119680296	\$12.01	12,000 SqFt	Square Foot
06/25/2018	Tax Deed Disqualified Sale	\$35,400	115166783	\$0.51	15,449 SqFt	Square Foot
12/22/2010	Tax Deed Disqualified Sale	\$20,000	47610 / 331			
02/21/2008	Tax Deed Disqualified Sale	\$11,100	45127 / 636			
11/01/1982	Multi Trustee's Deed	\$66,000				

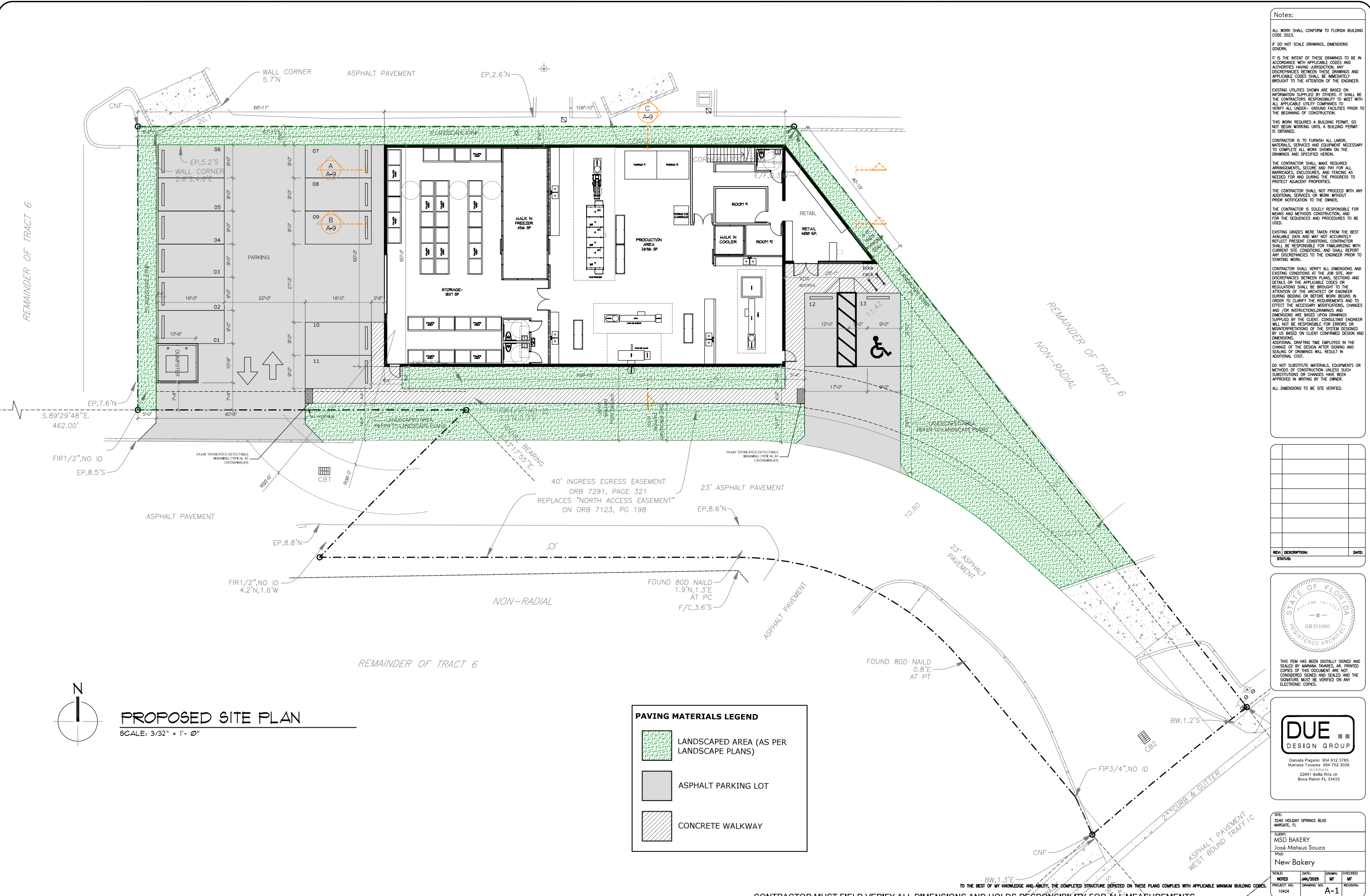
**RECENT SALES IN THIS SUBDIVISION**

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
484123030020	07/10/2024	Warranty Deed	Qualified Sale	\$400,000	119680296	HOLIDAY SPRINGS BLVD MARGATE, FL 33063
484123030060	03/27/2023	Warranty Deed	Qualified Sale	\$2,700,000	118831703	8036 W SAMPLE RD MARGATE, FL 33063
484123030130	07/11/2020	Special Warranty Deed	Disqualified Sale	\$1,800,000	116613736	8020 W SAMPLE RD MARGATE, FL 33063

SPECIAL ASSESSMENTS										SCHOOL
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc		
										<b>Margate Elementary School:</b> A <b>Margate Middle School:</b> C <b>Coral Springs High School:</b> B

**ELECTED OFFICIALS**

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	2	Mark David Bogen	23	Jared Moskowitz
Florida House Rep. District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
95	Christine Hunschofsky	30	Tina Scott Polsky	Lori Alhadeff



REMAINDER OF TRACT 6

REMAINDER OF TRACT 6  
NON-RADIAL

**PROPOSED SITE PLAN**  
SCALE: 3/32" = 1' - 0"

**PAVING MATERIALS LEGEND**

- LANDSCAPED AREA (AS PER LANDSCAPE PLANS)
- ASPHALT PARKING LOT
- CONCRETE WALKWAY

**Notes:**

ALL WORK SHALL CONFORM TO FLORIDA BUILDING CODE 2023.

IF DO NOT SCALE DRAWINGS, DIMENSIONS GOVERN.

IT IS THE INTENT OF THESE DRAWINGS TO BE IN ACCORDANCE WITH APPLICABLE CODES AND AUTHORITIES HAVING JURISDICTION. ANY DISCREPANCIES BETWEEN THESE DRAWINGS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

EXISTING UTILITIES SHOWN ARE BASED ON INFORMATION SUPPLIED BY OTHERS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MEET WITH ALL APPLICABLE UTILITY COMPANIES TO VERIFY ALL UNDERGROUND FACILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION.

THIS WORK REQUIRES A BUILDING PERMIT. DO NOT BEGIN WORKING UNTIL A BUILDING PERMIT IS OBTAINED.

CONTRACTOR IS TO FURNISH ALL LABOR, MATERIALS, SERVICES AND EQUIPMENT NECESSARY TO COMPLETE ALL WORK SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN.

THE CONTRACTOR SHALL MAKE REQUIRED ARRANGEMENTS, SECURE AND PAY FOR ALL BARRICADES, ENCLOSURES, AND FENCING AS NEEDED FOR AND DURING THE PROGRESS TO PROTECT ADJACENT PROPERTIES.

THE CONTRACTOR SHALL NOT PROCEED WITH ANY ADDITIONAL SERVICES OR WORK WITHOUT PRIOR NOTIFICATION TO THE OWNER.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS AND METHODS CONSTRUCTION, AND FOR THE SEQUENCES AND PROCEDURES TO BE USED.

EXISTING GRADES WERE TAKEN FROM THE BEST AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING WITH CURRENT SITE CONDITIONS, AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE JOB SITE. ANY DISCREPANCIES BETWEEN PLANS, SECTIONS AND DETAILS OR THE APPLICABLE CODES OR REGULATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR ENGINEER DURING BIDDING OR BEFORE WORK BEGINS IN ORDER TO CLARIFY THE REQUIREMENTS AND TO EFFECT THE NECESSARY MODIFICATIONS, CHANGES AND/OR INSTRUCTIONS. DRAWINGS AND DIMENSIONS ARE BASED UPON DRAWINGS SUPPLIED BY THE CLIENT. CONSULTANT ENGINEER WILL NOT BE RESPONSIBLE FOR ERRORS OR MISINTERPRETATIONS OF THE SYSTEM DESIGNED BY US BASED ON CLIENT CONFIRMED DESIGN AND DIMENSIONS.

ADDITIONAL DRAFTING TIME EMPLOYED IN THE CHANGE OF THE DESIGN AFTER SIGNING AND SEALING OF DRAWINGS WILL RESULT IN ADDITIONAL COST.

DO NOT SUBSTITUTE MATERIALS, EQUIPMENTS OR METHODS OF CONSTRUCTION UNLESS SUCH SUBSTITUTIONS OR CHANGES HAVE BEEN APPROVED IN WRITING BY THE OWNER.

ALL DIMENSIONS TO BE SITE VERIFIED.

REV.	DESCRIPTION	DATE

STATE OF FLORIDA  
MARIANA TAVARES, ARCHITECT  
REGISTERED ARCHITECT  
AR101060

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MARIANA TAVARES, ARCHITECT. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

**DUE DESIGN GROUP**

Daniela Pagano 954 612 3785  
Mariana Tavares 954 702 3038  
Architects  
22851 Bella Riva Cir  
Boca Raton FL 33433

SITE: 3240 HOLIDAY SPRINGS BLVD MARGATE, FL			
CLIENT: MSD BAKERY José Mateus Souza			
TITLE: New Bakery			
SCALE:	DATE:	DRAWN:	CHECKED:
NOTED:	JAN/2025	MT	MT
PROJECT NO: 10424	DRAWING NO: A-1	REVISION:	

CONTRACTOR MUST FIELD VERIFY ALL DIMENSIONS AND HOLDS RESPONSIBILITY FOR ALL MEASUREMENTS.

TO THE BEST OF MY KNOWLEDGE AND ABILITY, THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH APPLICABLE MINIMUM BUILDING CODES.

## Land Use: 150 Warehousing

### Description

A warehouse is primarily devoted to the storage of materials, but it may also include office and maintenance areas. High-cube transload and short-term storage warehouse (Land Use 154), high-cube fulfillment center warehouse (Land Use 155), high-cube parcel hub warehouse (Land Use 156), and high-cube cold storage warehouse (Land Use 157) are related uses.

### Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Connecticut, Minnesota, New Jersey, New York, Ohio, Oregon, Pennsylvania, and Texas.

### Source Numbers

184, 331, 406, 411, 443, 579, 583, 596, 598, 611, 619, 642, 752, 869, 875, 876, 914, 940, 1050

## Warehousing (150)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 31

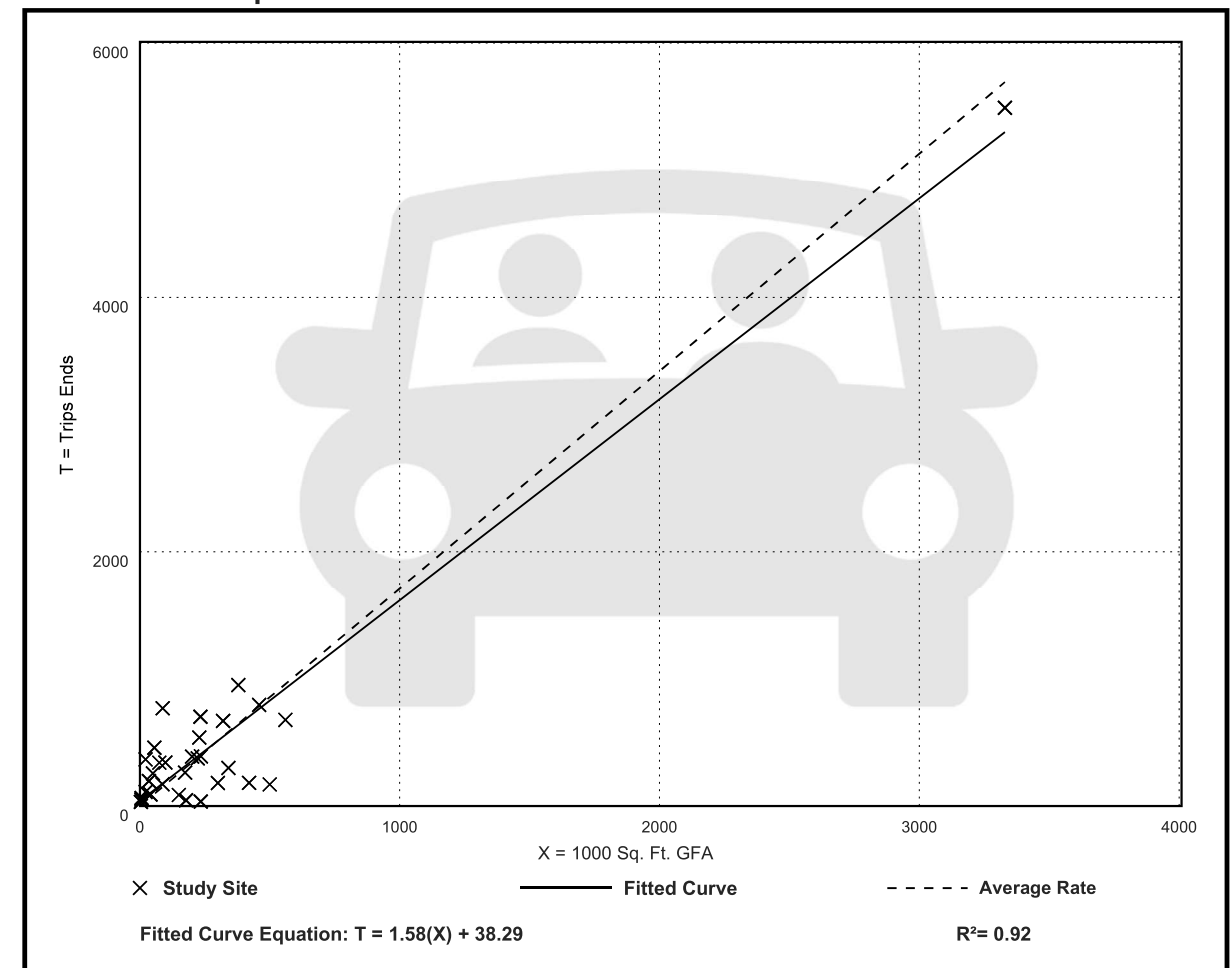
Avg. 1000 Sq. Ft. GFA: 292

Directional Distribution: 50% entering, 50% exiting

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.71	0.15 - 16.93	1.48

### Data Plot and Equation



## Warehousing (150)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,  
Peak Hour of Adjacent Street Traffic,  
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 36

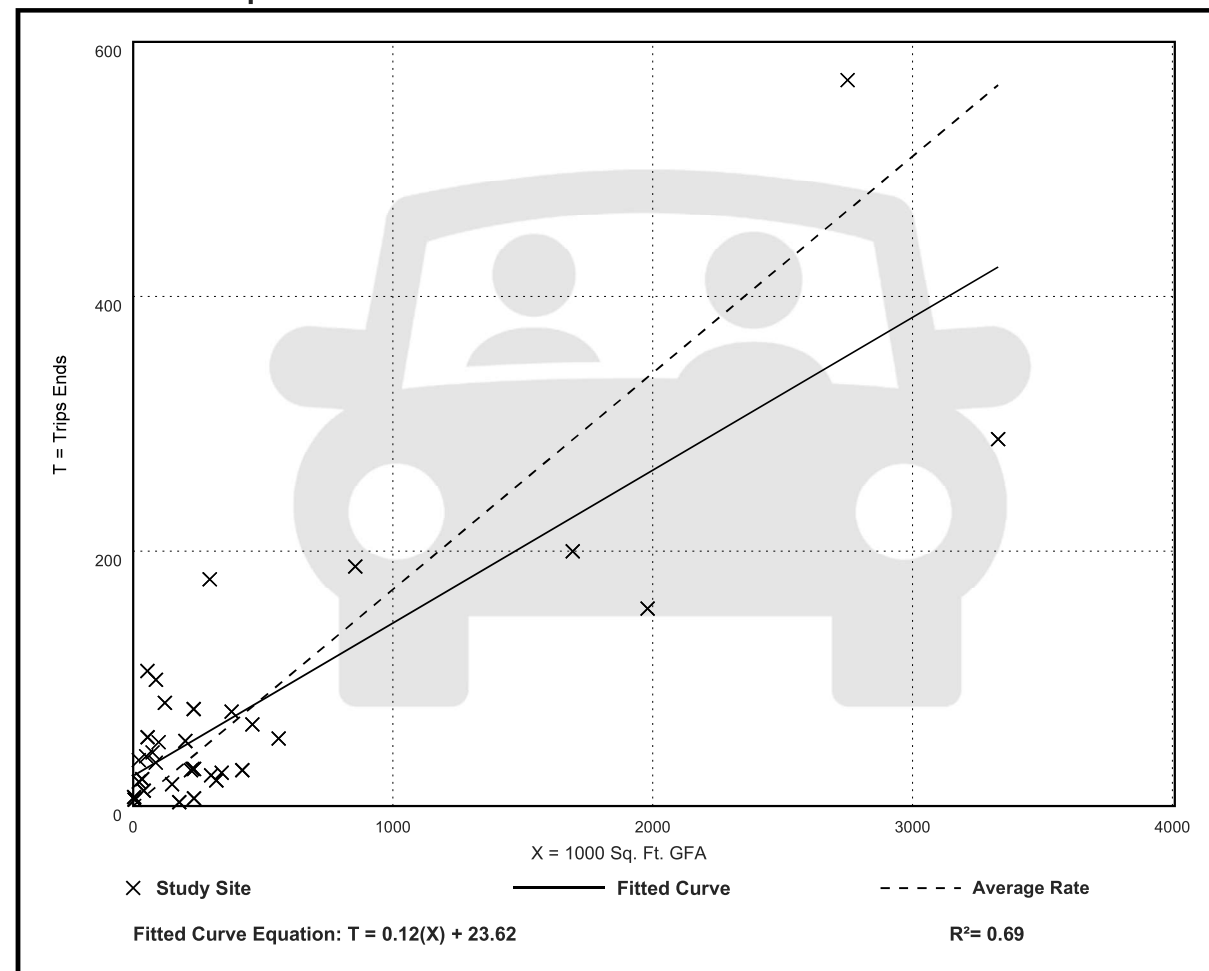
Avg. 1000 Sq. Ft. GFA: 448

Directional Distribution: 77% entering, 23% exiting

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.17	0.02 - 1.93	0.19

### Data Plot and Equation



## Warehousing (150)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,  
Peak Hour of Adjacent Street Traffic,  
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 49

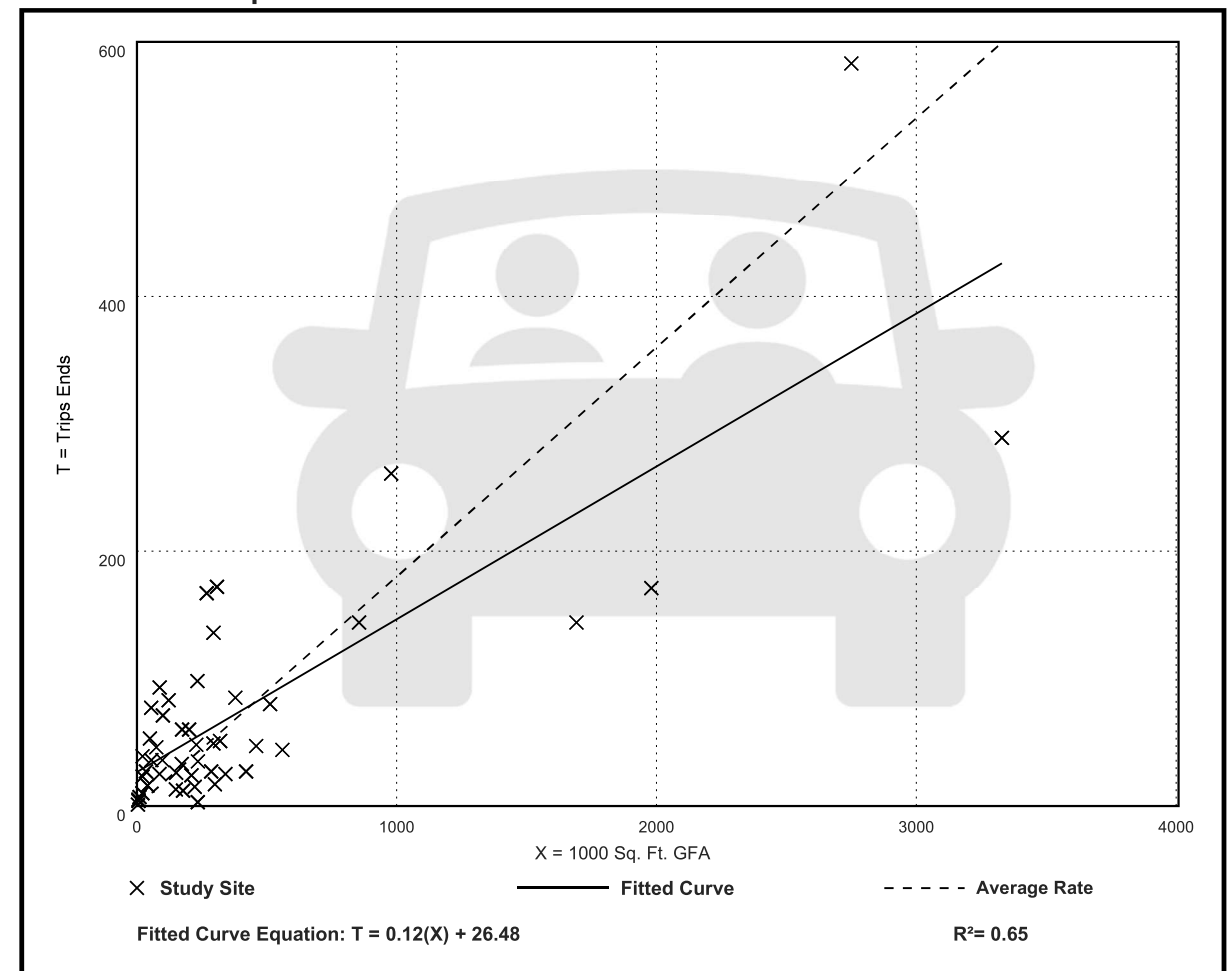
Avg. 1000 Sq. Ft. GFA: 400

Directional Distribution: 28% entering, 72% exiting

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.18	0.01 - 1.80	0.18

### Data Plot and Equation



## Land Use: 712 Small Office Building

---

### Description

A small office building is the same as a general office building (Land Use 710) but with less than or equal to 10,000 square feet of gross floor area. The building typically houses a single tenant. It is a location where affairs of a business, commercial or industrial organization, or professional person or firm are conducted. General office building (Land Use 710) is a related use.

### Additional Data

Attorney office, mortgage company, financial advisor, insurance agency, home health care provider, and real estate company are examples of tenants included in the small office building database. The diversity of employer types results in a wide range in employee density in the database. Densities range from a high of 1,300 to a low of 240 square feet per employee with an overall average of nearly 600 square feet per employee (a value much larger than the average observed in a general office building study sites).

In addition to the significant difference in employee density, small office buildings tend to be dominated by a single tenant (or very few) that are more service-oriented than a typical general office building. The result is more frequent and regular visitors and higher trip generation rates.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s and the 2010s in Alberta (CAN), California, Texas, and Wisconsin.

### Source Numbers

418, 890, 891, 959, 976

## Small Office Building (712)

---

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA  
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 21

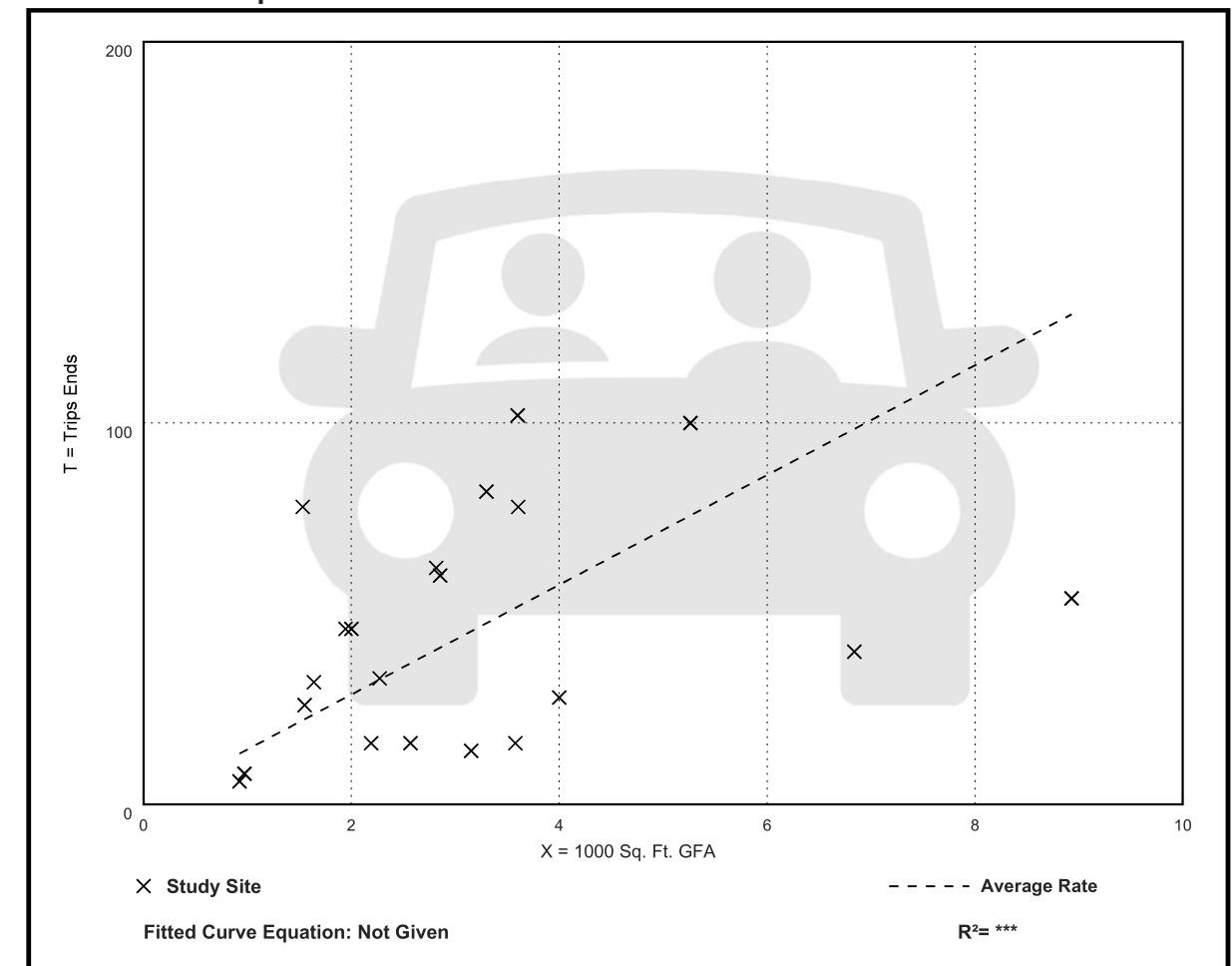
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 50% entering, 50% exiting

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
14.39	4.44 - 50.91	10.16

### Data Plot and Equation



## Small Office Building (712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,  
Peak Hour of Adjacent Street Traffic,  
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 21

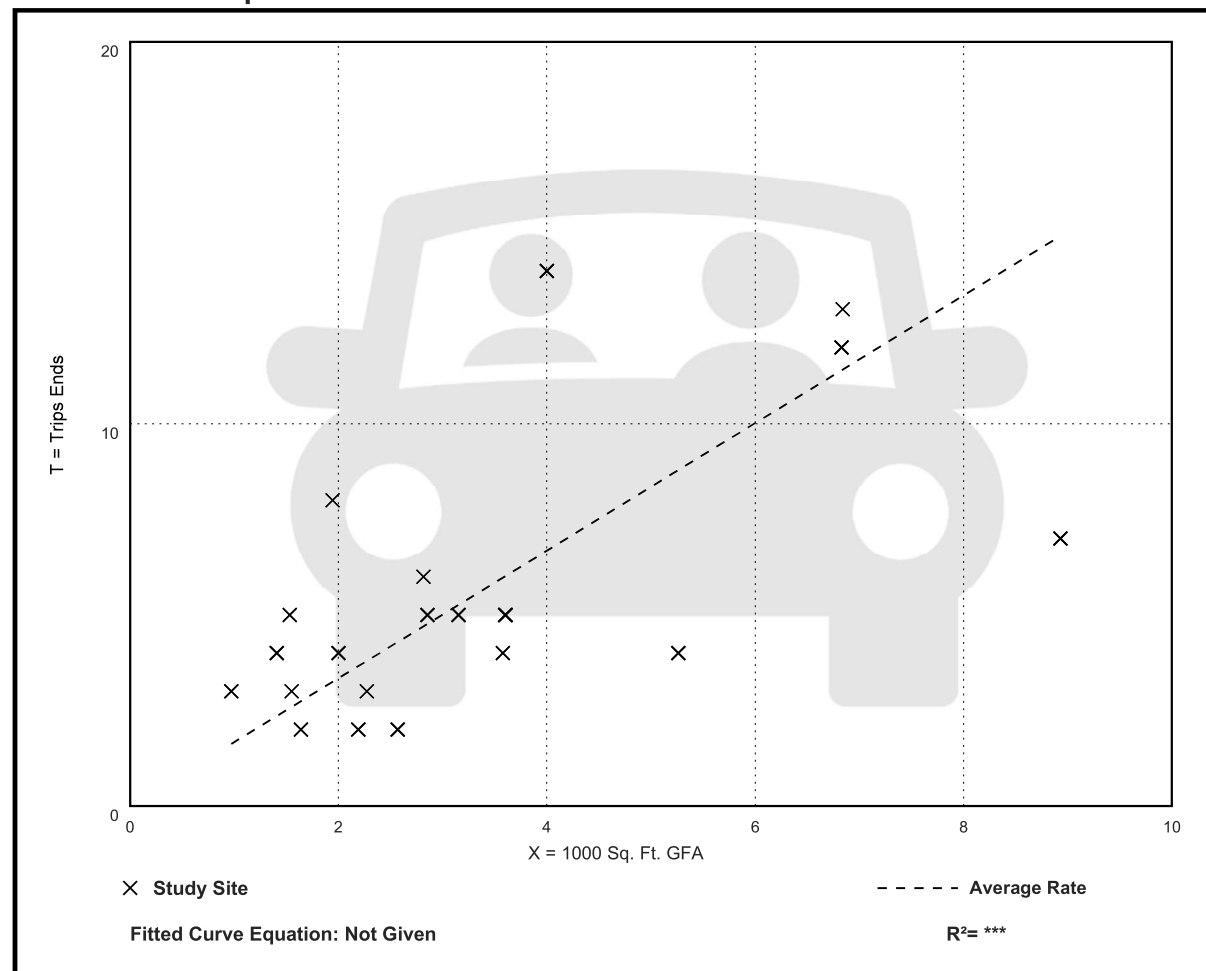
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 82% entering, 18% exiting

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.67	0.76 - 4.12	0.88

### Data Plot and Equation



## Small Office Building (712)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,  
Peak Hour of Adjacent Street Traffic,  
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 21

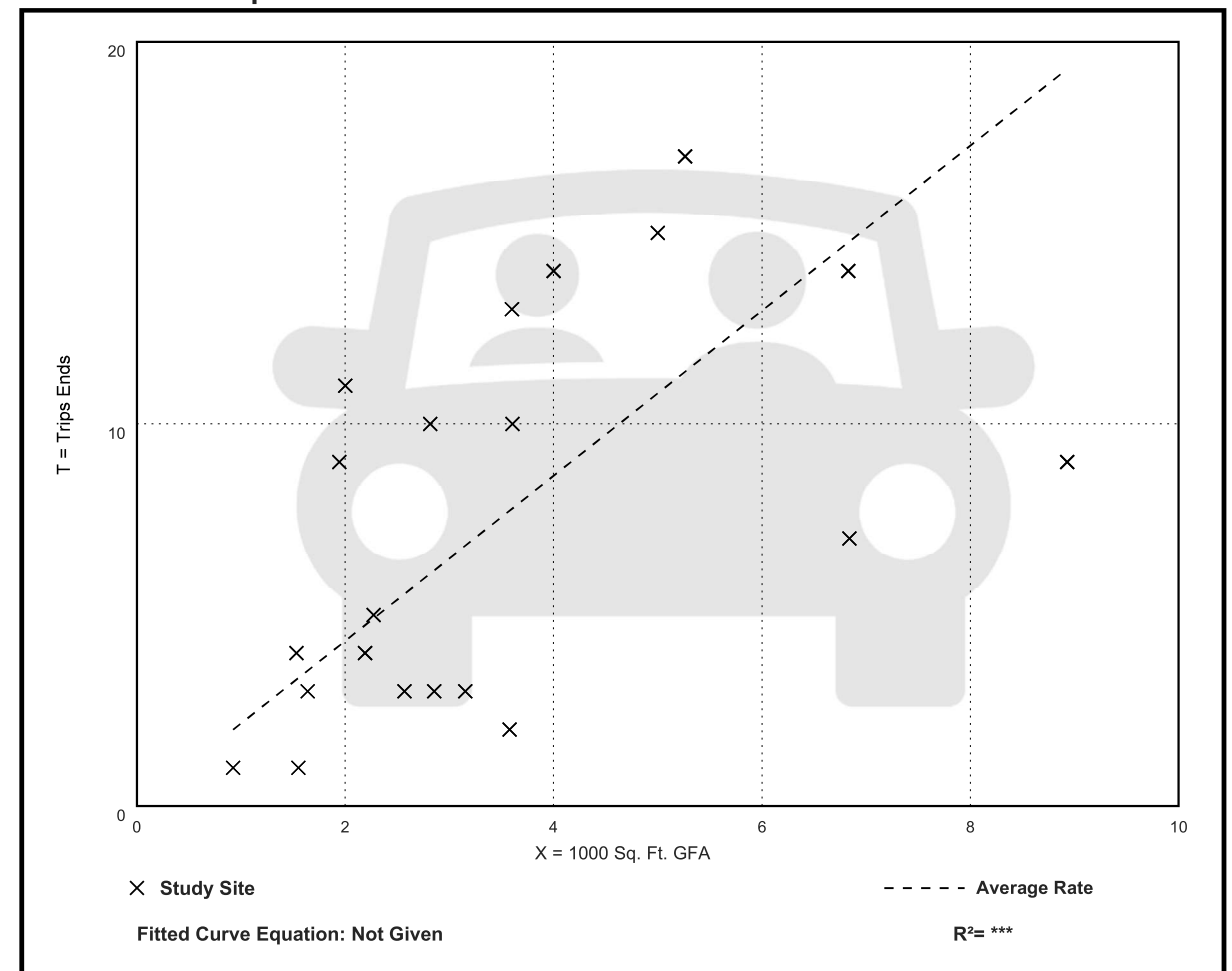
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 34% entering, 66% exiting

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.16	0.56 - 5.50	1.26

### Data Plot and Equation



## Land Use: 936

### Coffee/Donut Shop without Drive-Through Window

---

#### Description

This land use includes any coffee and donut restaurant that does not have a drive-through window. The restaurant sells freshly brewed coffee (along with coffee-related accessories) and a variety of food/drink products such as donuts, bagels, breads, muffins, cakes, sandwiches, wraps, salads, and other hot and cold beverages. The restaurant marketing and sales may emphasize coffee beverages over food (or vice versa).

A coffee/donut shop typically holds long store hours (more than 15 hours) with an early morning opening. Limited indoor seating is generally provided for patrons, but table service is not provided.

Coffee/donut shop with drive-through window (Land Use 937) and coffee/donut shop with drive-through window and no indoor seating (Land Use 938) are related uses.

#### Additional Data

Many of the facilities in this land use were located within a shopping center or as an outparcel to a shopping center.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1990s, the 2000s, and the 2010s in California, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, and Vermont.

#### Specialized Land Use Data

One study provided data for a coffee/donut shop without a drive-through window that sells donuts and ice cream (source 563). The trip generating characteristics of this site differed from the sites included in this land use; therefore, trip generation information for this site is presented here and was excluded from the data plots. The site had a gross floor area of 2,400 square feet. It generated 48 vehicle trips during the weekday PM peak hour of adjacent street traffic and 52 vehicle trips during the weekday PM peak hour of the generator.

One study provided data for a coffee/donut shop without a drive-through window that sells donuts and sandwiches (source 563). The trip generating characteristics of this site differed from the sites included in this land use; therefore, trip generation information for this site is presented here and was excluded from the data plots. The site had a gross floor area of 4,000 square feet. It generated 239 vehicle trips during the weekday AM peak hour of adjacent street traffic, 52 vehicle trips during the weekday PM peak hour of adjacent street traffic, and 111 vehicle trips during the weekday PM peak hour of the generator.

#### Source Numbers

555, 563, 571, 594, 617, 618, 621, 728, 863, 902, 954, 955, 982, 1020

## Coffee/Donut Shop without Drive-Through Window (936)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,  
Peak Hour of Adjacent Street Traffic,  
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 25

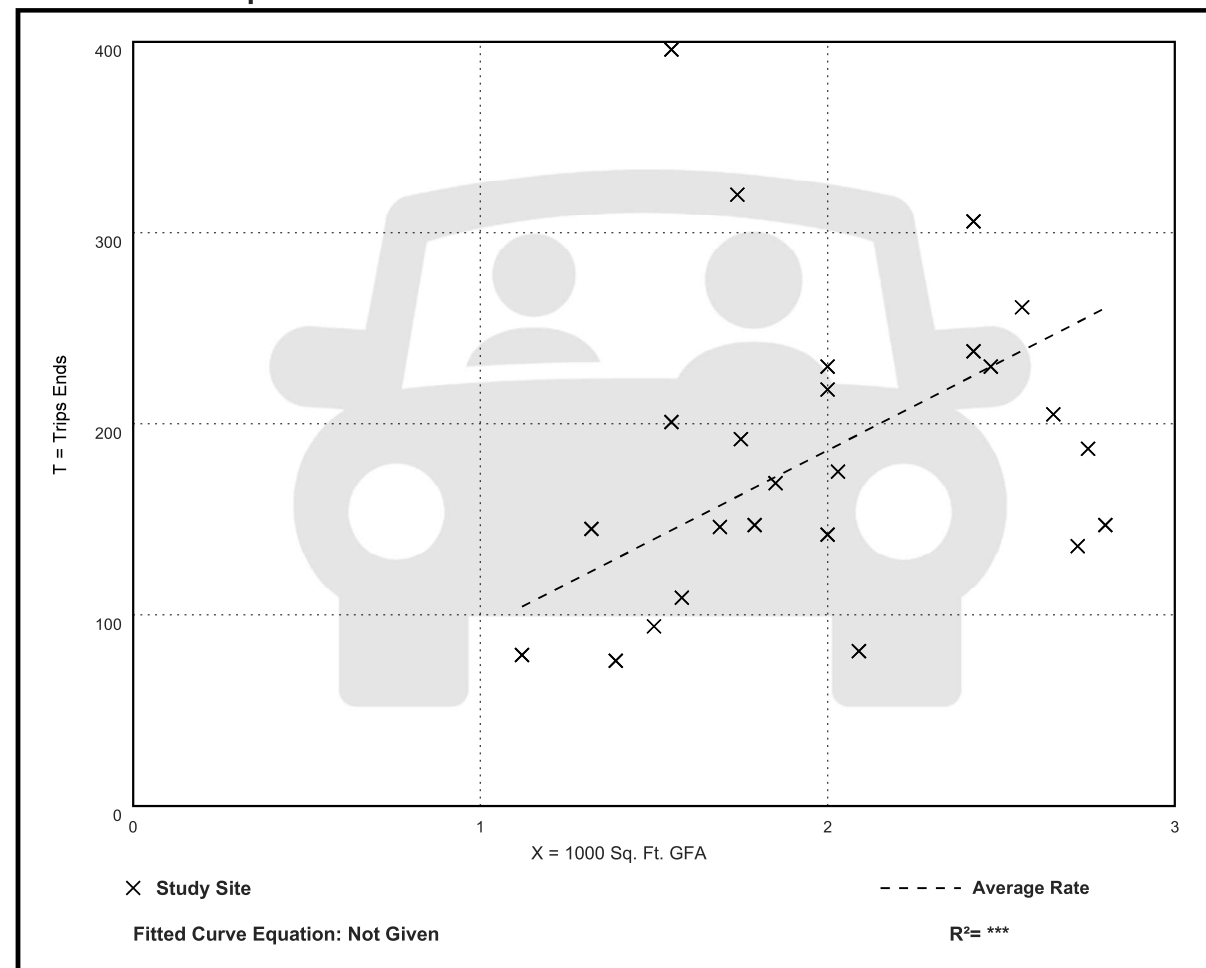
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 51% entering, 49% exiting

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
93.08	38.76 - 255.48	42.71

### Data Plot and Equation



## Coffee/Donut Shop without Drive-Through Window (936)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,  
Peak Hour of Adjacent Street Traffic,  
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 16

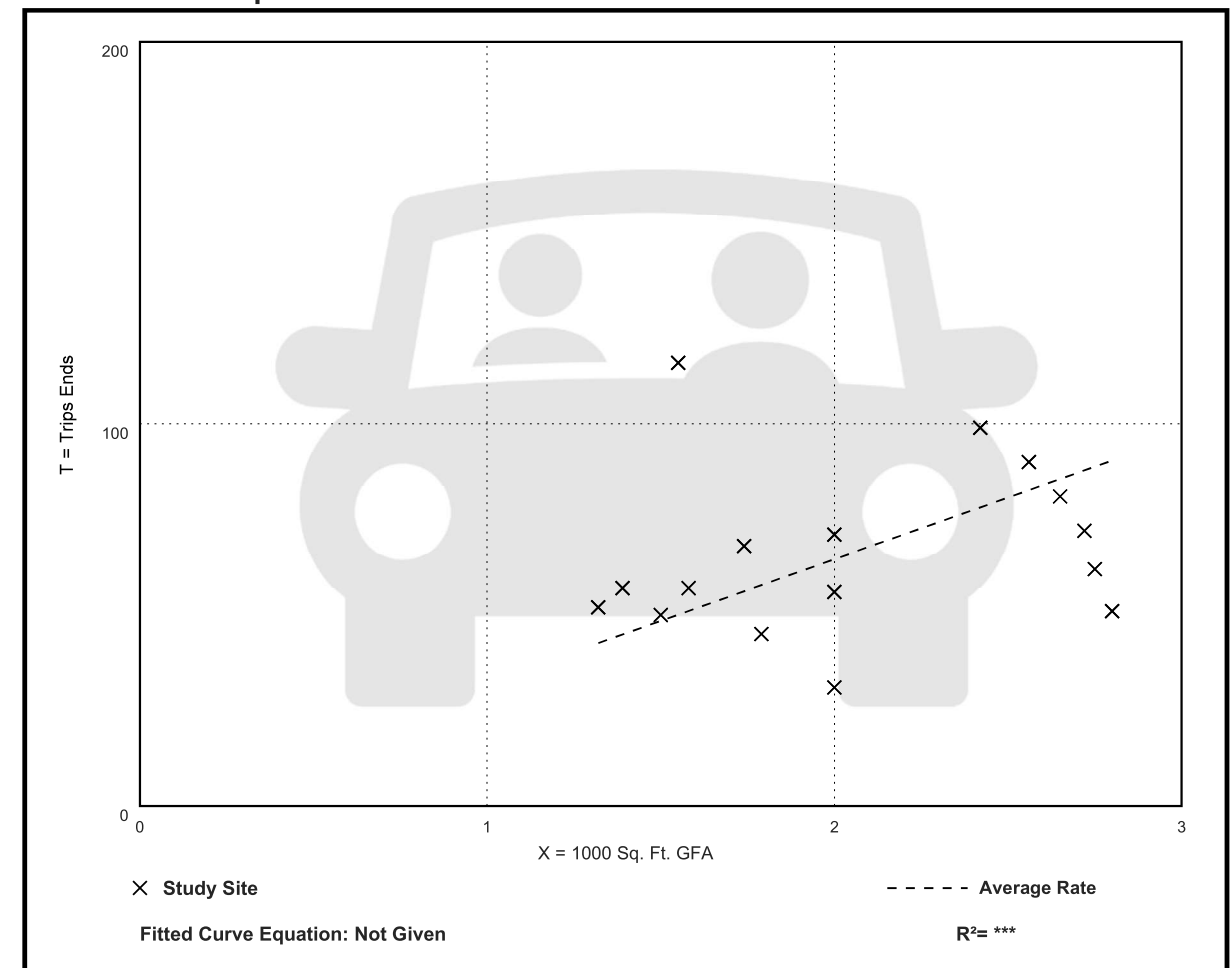
Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 50% entering, 50% exiting

### Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
32.29	15.50 - 74.84	12.64

### Data Plot and Equation



Vehicle Pass-By Rates by Land Use												
Source: ITE Trip Generation Manual, 11th Edition												
Land Use Code	934											
Land Use	Fast-Food Restaurant with Drive-Through Window											
Setting	General Urban/Suburban											
Time Period	Weekday AM Peak Period											
# Data Sites	5											
Average Pass-By Rate	50%											
Pass-By Characteristics for Individual Sites												
GFA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips		Total (%)		Adj Street Peak Hour Volume	Source		
					Primary (%)	Diverted (%)						
1.4	Kentucky	1993	—	62	22	16	38	1407	2			
3	Kentucky	1993	—	43	14	43	57	2903	2			
3.3	--	1996	—	68	—	—	32	—	21			
3.6	Kentucky	1993	—	32	47	21	68	437	2			
4.2	Indiana	1993	—	46	23	31	54	1049	2			

Vehicle Pass-By Rates by Land Use												
Source: ITE Trip Generation Manual, 11th Edition												
Land Use Code	934											
Land Use	Fast-Food Restaurant with Drive-Through Window											
Setting	General Urban/Suburban											
Time Period	Weekday PM Peak Period											
# Data Sites	11											
Average Pass-By Rate	55%											
Pass-By Characteristics for Individual Sites												
GFA (000)	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips		Total (%)		Adj Street Peak Hour Volume	Source		
					Primary (%)	Diverted (%)						
1.3	Kentucky	1993	—	68	22	10	32	2055	2			
1.9	Kentucky	1993	33	67	24	9	33	2447	2			
2.8	Florida	1995	47	66	—	—	34	—	30			
2.9	Florida	1996	271	41	41	18	59	—	30			
3	Kentucky	1993	—	31	31	38	69	4250	2			
3.1	Florida	1995	28	71	—	—	29	—	30			
3.1	Florida	1996	29	38	—	—	62	—	30			
3.2	Florida	1996	202	40	39	21	60	—	30			
3.3	—	1996	—	62	—	—	38	—	21			
4.2	Indiana	1993	—	56	25	19	44	1632	2			
4.3	Florida	1994	304	62	—	—	38	—	30			

APPENDIX B: East / West Roadways Capacity and Level of Service Analysis 2020 & 2045

ID	E/W Roadway	Segment	2020					2020				2045				
			Design	Daily Conditions				Peak Hour Conditions				Code	Daily Conditions			
			Code	AADT	Capacity	V/C	LOS	Volume	Capacity	V/C	LOS		Volume	Capacity	V/C	LOS
864	Sample Rd	E of Riverside Dr	622	48000	59900	0.80	C	4560	5390	0.85	C	622	59700	56100	1.06	F

e - estimated traffic volumes; capacity - maximum LOS "D" service volume, not actual capacity; r - maximum LOS "D" service volume reduced by 5%



# ROUTE 62

University Drive and Westview Drive to  
McNAB RD. & US 1

**LEGEND**

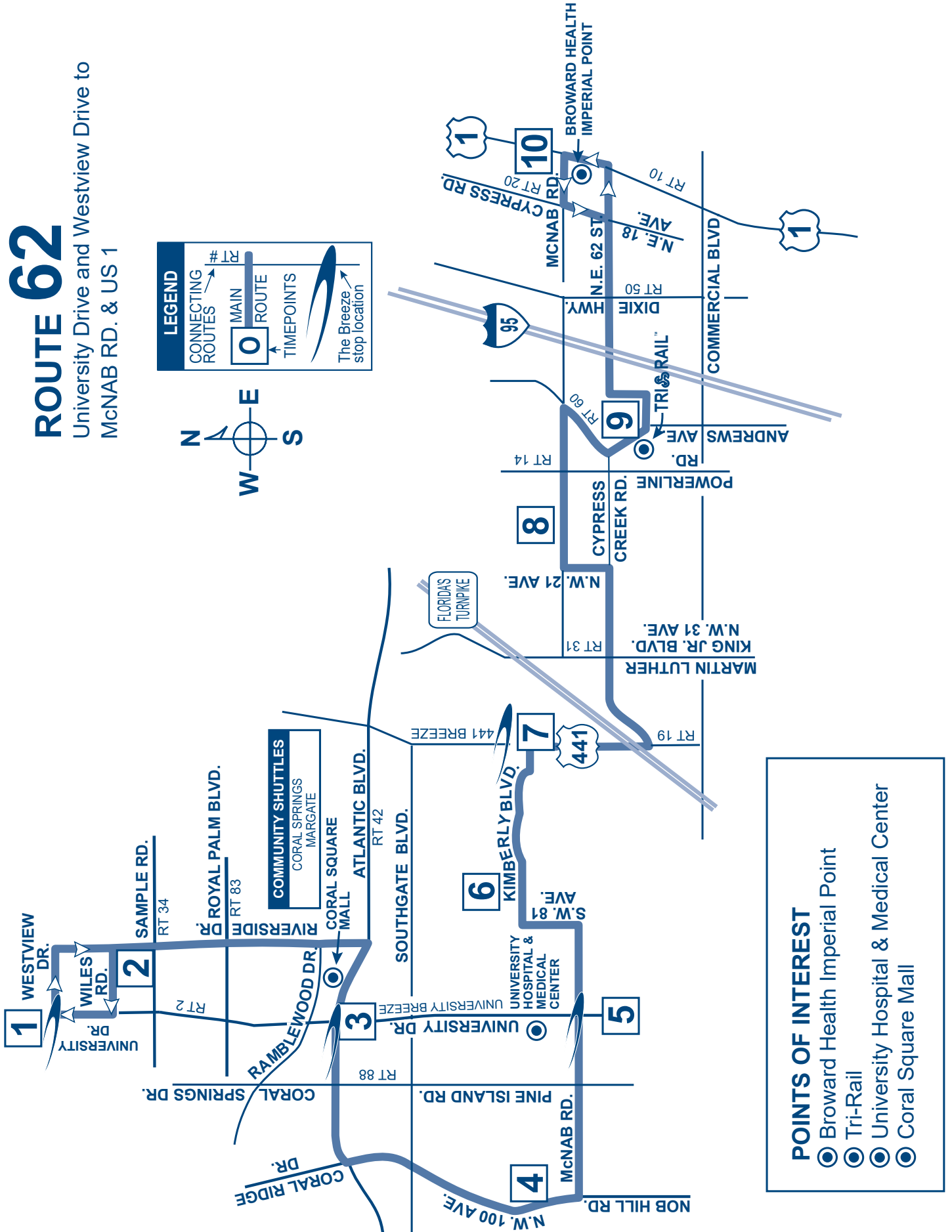
CONNECTING ROUTES → RT #

MAIN ROUTE → O

ROUTE →

TIMEPOINTS →

The Breeze stop location →



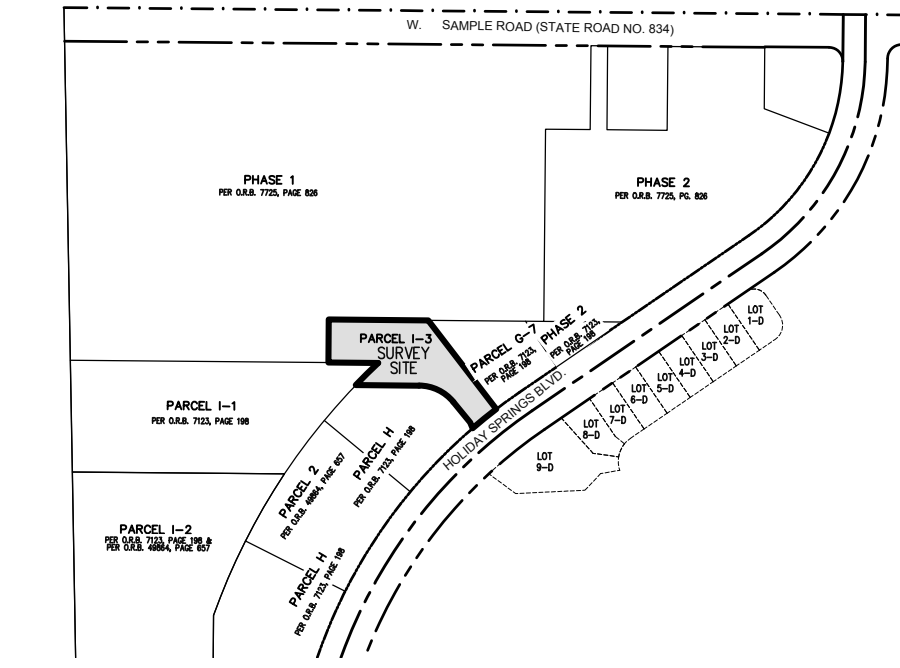
**POINTS OF INTEREST**

- Broward Health Imperial Point
- Tri-Rail
- University Hospital & Medical Center
- Coral Square Mall

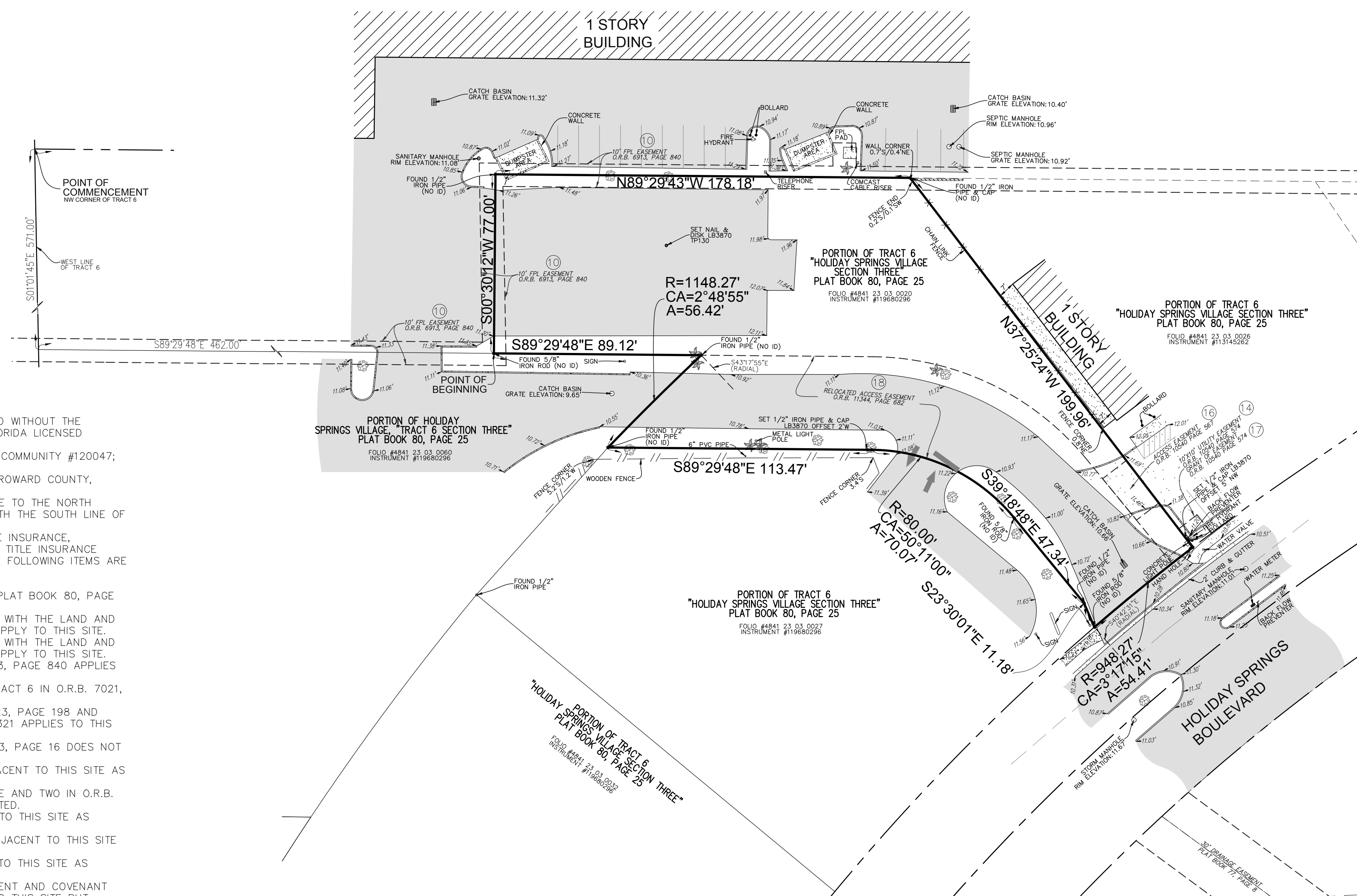


## **BOUNDARY SURVEY:**

PORTION OF TRACT 6  
"HOLIDAY SPRINGS VILLAGE SECTION THREE"  
PLAT BOOK 80, PAGE 25  
FOLIO #4841 23 03 0021  
INSTRUMENT #119680296



VICINITY MAP  
NOT TO SCALE



**NOTES:**

- THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- FLOOD ZONE: X; BASE FLOOD ELEVATION: NONE; PANEL #12011C0165H; COMMUNITY #120047; MAP DATE: 8/18/14.
- THIS SITE LIES IN SECTION 23, TOWNSHIP 48 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA.
- BEARINGS ARE BASED ON STATE PLANE COORDINATES AND ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT, FL-E ZONE, WITH THE SOUTH LINE OF TRACT 6 BEING S89°29'48"E.
- THIS SURVEY WAS PREPARED WITH BENEFIT OF A COMMITMENT FOR TITLE INSURANCE, COMMITMENT NUMBER 24060888, PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DATED JUNE 28, 2024 AT 8:00 AM, REVISION A 7/3/24. THE FOLLOWING ITEMS ARE EXCEPTIONS IN SCHEDULE B-II OF SAID COMMITMENT:
  - ITEMS 1, 2, 3, 4, 5 & 6: STANDARD EXCEPTIONS, NOT ADDRESSED.
  - ITEM 7: RESTRICTIONS, COVENANTS, CONDITIONS, AND EASEMENTS IN PLAT BOOK 80, PAGE 25 APPLY TO THIS SITE. THERE ARE NO PLATTED EASEMENTS.
  - ITEM 8: TERMS, CONDITIONS, AND PROVISIONS OF COVENANT RUNNING WITH THE LAND AND EASEMENT AGREEMENT IN O.R.B. 6601, PAGE 423 DOES NOT APPLY TO THIS SITE.
  - ITEM 9: TERMS, CONDITIONS, AND PROVISIONS OF COVENANT RUNNING WITH THE LAND AND EASEMENT AGREEMENT IN O.R.B. 6614, PAGE 885 DOES NOT APPLY TO THIS SITE.
  - ITEM 10: FLORIDA POWER & LIGHT COMPANY EASEMENT IN O.R.B. 6913, PAGE 840 APPLIES TO THIS SITE AS DEPICTED HEREON.
  - ITEM 11: COVENANT RUNNING WITH THE LAND FOR ALL OR ANY OF TRACT 6 IN O.R.B. 7021, PAGE 779 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
  - ITEM 12: EASEMENT AGREEMENT FOR ACCESS EASEMENT IN O.R.B. 7123, PAGE 198 AND AMENDMENT TO EASEMENT AGREEMENT IN O.R.B. 7291, PAGE 321 APPLIES TO THIS SITE AS DEPICTED HEREON.
  - ITEM 13: FLORIDA POWER & LIGHT COMPANY EASEMENT IN O.R.B. 7353, PAGE 16 DOES NOT APPLY TO THIS SITE.
  - ITEM 14: RESOLUTION NO. 4864 IN O.R.B. 10478, PAGE 155 LIES ADJACENT TO THIS SITE AS DEPICTED HEREON.
  - ITEM 15: CROSS-PARKING EASEMENT AGREEMENT BETWEEN PHASE ONE AND TWO IN O.R.B. 7725, PAGE 826 APPLIES TO THIS SITE BUT CANNOT BE PLOTTED.
  - ITEM 16: EASEMENT AGREEMENT IN O.R.B. 10540, PAGE 567 APPLIES TO THIS SITE AS DEPICTED HEREON.
  - ITEM 17: GRANT OF EASEMENT IN IN O.R.B. 10540, PAGE 574 LIES ADJACENT TO THIS SITE AS DEPICTED HEREON.
  - ITEM 18: EASEMENT AGREEMENT IN O.R.B. 11344, PAGE 682 APPLIES TO THIS SITE AS DEPICTED HEREON.
  - ITEM 19: TERMS, CONDITIONS, AND PROVISIONS OF EASEMENT AGREEMENT AND COVENANT RUNNING WITH THE LAND IN O.R.B. 11388, PAGE 322 APPLY TO THIS SITE BUT CANNOT BE PLOTTED.
  - ITEM 20: FLORIDA POWER & LIGHT COMPANY EASEMENT IN O.R.B. 11680, PAGE 638 DOES NOT APPLY TO THIS SITE.
  - ITEM 21: RESERVATION(S) IN FAVOR OF THE BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT IN DEED BOOK 10, PAGE 74 DOCUMENT NOT PROVIDED.
  - ITEMS 22-24: NOT ADDRESSED
  - ITEM 25: SURVEY MATTERS DEPICTED HEREON.
- REASONABLE EFFORTS WERE MADE REGARDING THE EXISTENCE AND THE LOCATION OF UNDERGROUND UTILITIES. THIS FIRM, HOWEVER, DOES NOT ACCEPT RESPONSIBILITY FOR THIS INFORMATION, BEFORE EXCAVATION OR CONSTRUCTION CONTACT THE APPROPRIATE UTILITY COMPANIES FOR FIELD VERIFICATION.
- THIS SURVEY IS CERTIFIED EXCLUSIVELY TO: MSD BAKERY, LLC, A FLORIDA LIMITED LIABILITY COMPANY; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
- THE HORIZONTAL POSITIONAL ACCURACY OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.2'. THE VERTICAL ACCURACY OF ELEVATIONS OF WELL DEFINED IMPROVEMENTS ON THIS SURVEY IS ±0.1'.
- ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY PUBLIC RECORDS, UNLESS OTHERWISE NOTED.

**LEGEND & ABBREVIATIONS**

- CONCRETE
- ASPHALT PAVEMENT
- ELEVATION
- CENTERLINE
- R= RADIUS
- CA= CENTRAL ANGLE
- A= ARC LENGTH
- FPL FLORIDA POWER & LIGHT COMPANY
- LB LICENSED BUSINESS
- O.R.B. OFFICIAL RECORDS BOOK
- TP TRAVERSE POINT (FOR FIELD INFORMATION ONLY)
- PALM TREE
- UNIDENTIFIED TREE
- (P) PLATTED INFORMATION

**LEGAL DESCRIPTION:**

THAT PORTION OF TRACT 6, "HOLIDAY SPRINGS VILLAGE SECTION THREE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, PAGE 25, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 6; THENCE SOUTH 1°01'45" EAST ALONG THE WEST LINE OF SAID TRACT 6 FOR A DISTANCE OF 571.00 FEET; THENCE SOUTH 89°29'48" EAST FOR A DISTANCE OF 462.00 FEET; TO THE POINT OF BEGINNING OF THAT CERTAIN PARCEL HEREINAFTER DESCRIBED; THENCE CONTINUE SOUTH 89°29'48" EAST FOR A DISTANCE OF 89.12 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1,148.27 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 43°17'55" EAST; THENCE SOUTHWESTERLY 56.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 2°48'55"; THENCE ON A NON-TANGENT LINE SOUTH 89°29'48" EAST 113.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 80.00 FEET; THENCE SOUTHEASTERLY 70.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°11'00"; THENCE SOUTH 39°18'48" EAST 47.34 FEET; THENCE SOUTH 23°30'01" EAST 11.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 948.27 FEET AND TO WHICH BEGINNING A RADIAL LINE BEARS SOUTH 40°42'31" EAST; THENCE NORTHEASTERLY 54.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 3°17'15"; THENCE NORTH 37°25'24" WEST 199.96 FEET; THENCE NORTH 89°29'43" WEST 178.18 FEET; THENCE SOUTH 00°30'12" WEST 77.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND CONTAINING 27,486.51 SQUARE FEET (0.63 ACRES), MORE OR LESS.

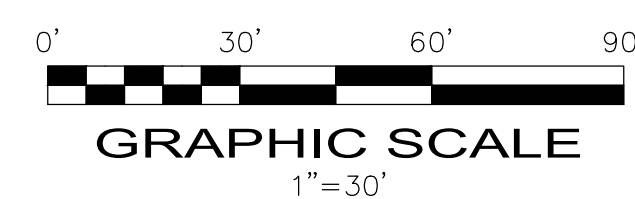
**CERTIFICATION:**

I HEREBY CERTIFY THAT THIS MAP OF SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

- 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

VACANT SITE		
3240 HOLIDAY SPRINGS BOULEVARD MARGATE, FLORIDA 33063 (CITY OF MARGATE, BROWARD COUNTY)		
NO.	REVISIONS	BY

BOUNDARY & TOPOGRAPHIC SURVEY		
	<b>PULICE LAND SURVEYORS, INC.</b> 5381 NOB HILL ROAD SUNRISE, FLORIDA 33351 TELEPHONE: (954) 572-1777 FAX: (954) 572-1778 E-MAIL: surveys@pulicelandsurveyors.com WEBSITE: www.pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870	
	DRAWN BY: B.Q. CHECKED BY: J.F.P.	SCALE: 1" = 30' SURVEY DATE: 7/16/25





## **PROOF OF OWNERSHIP:**

Florida Title & Trust LLC  
 1127200  
 8603 South Dixie Highway  
 Suite 406  
 Miami, FL 33156  
 (305) 615-2768

ALTA Combined Settlement Statement

File #:	24-136	Property	Holiday Springs Boulevard Margate, FL 33063	Settlement Date	07/10/2024
Prepared:	07/09/2024	Buyer	MSD Bakery, LLC 1923 Mears Parkway Margate, FL 33063	Disbursement Date	07/10/2024
Escrow Officer:	Lauren Michelle Albrecht	Seller	Zoo Safari Enterprise LLC 400 Northeast 3rd Street Pompano Beach, FL 33060		
		Lender			

Seller			Buyer	
Debit	Credit		Debit	Credit
		<b>Financial</b>		
	\$400,000.00	Sales Price of Property	\$400,000.00	
		Deposit		\$40,000.00
		Refi proceeds		\$119,381.55
		<b>Prorations/Adjustments</b>		
\$385.22		County Taxes 01/01/2024 to 07/10/2024		\$385.22
		<b>Government Recording and Transfer Charges</b>		
\$100.00		Recording Fees	\$130.00	
		---Deed: \$30.00		
		---Mortgage: \$0.00		
		---Affidavit: \$100.00		
		---Affidavit 2: \$100.00		
\$2,800.00		Documentary Stamp Tax (Deed) to Broward County Board of County Commissioners		
		<b>Commission</b>		
\$395.00		Broker Only Commission to Elite Sales Group Real Estate	\$395.00	
\$10,000.00		Listing Agent Commission to Elite Sales Group Real Estate		
\$10,000.00		Selling Agent Commission to Elite Sales Group Real Estate		
		<b>Title Charges &amp; Escrow / Settlement Charges</b>		
		Title -Consumer Electronic File Storage to Florida Title & Trust LLC	\$25.00	
\$25.00		Title -Consumer Electronic File Storage to Florida Title & Trust LLC		
\$35.00		Title -Wire/Fedex/Courier Fee to Florida Title & Trust LLC		
		Title -Wire/Fedex/Courier Fee to Florida Title & Trust LLC	\$70.00	
		Title- Municipal Lien Search to K&A Title Services	\$300.00	
\$695.00		Title- Settlement Fee to Florida Title & Trust LLC		
		Title- Settlement Fee to Florida Title & Trust LLC	\$550.00	
		Title- Title Search to K&A Title Services	\$400.00	
		Title - Owner's Title Policy to Old Republic National Title Insurance Company	\$2,075.00	
		<b>Miscellaneous</b>		
\$600.00		Survey - Land and Legal to Miami Engineering Group	\$600.00	
\$5,200.00		Violation Fine (22-00000004) to City of Margate		
\$5,200.00		Violation Fine (22-00000410) to City of Margate		
\$5,200.00		Violation Fine (22-00000412) to City f Margate		

Seller			Buyer	
Debit	Credit		Debit	Credit
\$40,635.22	\$400,000.00			
		Subtotals	\$404,545.00	\$159,766.77
		Due from Buyer		\$244,778.23
\$359,364.78		Due to Seller		
\$400,000.00	\$400,000.00	Totals	\$404,545.00	\$404,545.00

See signature addendum

# Signature Addendum

## Acknowledgement

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement.  
We/I authorize Florida Title & Trust LLC to cause the funds to be disbursed in accordance with this statement.

MSD Bakery, LLC, a Florida Limited Liability Company

Zoo Safari Enterprise LLC, a Florida Limited Liability Company

By: Jose Mateus Souza 07/10/24  
Jose Mateus Souza, Manager Date

By: [Signature] 07/10/24  
Vanderlea B. Neves, Member Date

By: [Signature] 07/10/24  
Debra Carlet, Manager Date

By: [Signature] 7/10/24  
Settlement Agent Date

Prepared by and Return to:  
Florida Title & Trust LLC  
Lauren Michelle Albrecht  
8603 South Dixie Highway, Suite 406  
Miami, FL 33156

File Number: 24-136  
Parcel ID: 48-41-23-03-0020

---

## Warranty Deed

**THIS INDENTURE** made this 10th day of July, 2024 by and between **Zoo Safari Enterprise LLC, a Florida Limited Liability Company**, whose address is 400 Northeast 3<sup>rd</sup> Street Pompano Beach, FL 33060, herein collectively referred to as “Grantor”, and **MSD Bakery, LLC, a Florida Limited Liability Company**, whose address is 1923 Mears Parkway, Margate FL 33063, herein collectively referred to as “Grantee”

**WITNESSETH:** THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration paid to Grantors in hand by Grantees, the receipt of which is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and Grantee’s heirs successors and assigns forever, the following described land situate, lying, and being in the county of Broward State of Florida, to Wit:

**That portion of Tract 6 of HOLYDAY SPRING VILLAGE SECTION THREE, according to the Plat thereof, as recorded in Plat Book 80, Page 25 of the Public Records of Broward County, Florida described as follows:**

**Commencing at the Northwest corner of said Tract 6; thence South 1° 01’ 45” East along the West line of said Tract 6 for a distance of 571.00 feet; thence South 89° 29’ 48” East for a distance of 462.00 feet; to the Point of Beginning of that certain parcel hereinafter described; thence continue South 89° 29’ 48” East for a distance of 89.12 feet to the beginning of a non-tangent curve concave to the Southeast having a Radius of 1,148.27 feet and to which beginning a radial line bears South 43° 17’ 55” East; thence southwesterly 56.42 feet along said curve through a central angle of 2° 48’ 55””; thence on a non-tangent line South 89° 29’ 48” East 113.47 feet to the beginning of a tangent curve concave to the southwest having a radius of 80.00 feet; thence southeasterly 70.07 feet along said curve through a central angle of 50° 11’ 00””; thence South 39° 18’ 48” East 47.34 feet; thence South 23° 30’ 01” East 11.18 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 948.27 feet and to which beginning a radial line bears South 40° 42’ 31” East; thence northeasterly 54.41 feet along said curve through a central angle of 3° 17’ 15””; thence North 37° 25’ 24” West 199.96 feet;**

**thence North 89° 29' 43" West 178.18 feet; thence South 00° 30' 12" West 77.00 feet to the Point of Beginning; having an area of 27,486.51square feet or 063 acres.**

**Bearings and GPS coordinates refer to NAD 83 HPGN Florida East, US foot.**

**TOGETHER** with all improvements, easements, tenements, hereditaments and appurtenances belonging to or in any way appertaining to the Property.

**SUBJECT** to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any, without intention of creation or reimposing same.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**GRANTOR** hereby fully warrants the title to the said land and will defend the same against the lawful claims of all persons claiming whomsoever.

**GRANTOR** and grantee herein accept and approve the legal description contained within and provided by Surveyor.

In Witness Whereof, **Grantors**, have hereunto set by hands and seals the day and year written above.

Witness 1:

[Signature]

Witness Signature

Print Name: MAFALDA ALVES

Mailing Address 1106 W. CYPRESS  
DR. POMPAÑO B. FL 33069

Witness 2:

[Signature]

Witness Signature

Print Name: STEVEN KELLEY

Mailing Address 5550 GLADES RD #615  
BOCA RATON, FL 33431

Zoo Safari Enterprise LLC, a Florida Limited Liability Company

By: [Signature]

Vanderlea B. Neves, Member

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 10<sup>th</sup> day of July, 2024 by Vanderlea B. Neves, Member of Zoo Safari Enterprise LLC, a FL Limited Liability Company, on behalf of the Limited Liability Company.

[Signature]

Signature of Notary Public  
Print, Type/Stamp Name of Notary

Personally known: ✓  
OR Produced Identification: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_





# **POTABLE WATER AND WASTEWATER:**



## **POTABLE WATER**

The City of Margate uses a gallons per capita per day (gpcd) metric to define its LOS for potable water. This standard is based on historical average daily consumption and projected population growth. Development permits may only be issued if it can be demonstrated that sufficient potable water capacity exists to meet the projected demand and if the demand from the proposed development, when added to existing and committed demands, does not exceed the available capacity. Any new facilities required to meet demand will be operational concurrent with the development's impact. The breakdown below illustrates that the proposed improvements will increase the water intake in gallons per day per ERC. However, the existing infrastructure will suffice for the added flow taken on by the development, which will satisfy the concurrency standards set forth by the City of Margate's Municode and Comprehensive Plan.

The proposed development includes an approximate building footprint of 7,527 s.f bakery. Based on the Margate Municode Section 40.345, utilizing restaurant carryout food service, the water usage is 50 GPD / 100 s.f. or  $(50\text{GPD})(7,527/100) = 3,763.5$  GPD. This equates to 11.23 ERC's based on 335 GPD per ERC.

## **SANITARY SEWER**

Concurrency wastewater requirements for the City of Margate specify that the development must not exceed the available capacity of the wastewater system. The system must be able to serve both existing and projected users at a level that meets health, safety, and performance objectives. Developers must demonstrate that the proposed project will not degrade the LOS below acceptable thresholds. The ERC breakdown is noted below. This breakdown illustrates that the proposed expansion and improvements will increase the usage in sewer gallons per day per ERC. However, the existing infrastructure will suffice for the added flow taken on by the development, which will satisfy the concurrency standards set forth by the City of Margate's Municode and Comprehensive Plan.

The proposed development includes an approximate building footprint of 7,527 s.f bakery. Based on the Margate Municode Section 40.345, utilizing restaurant carryout food service, the water usage is 50 GPD/ 100 s.f. or  $(50\text{GPD})(7,527/100) = 3,763.5$  GPD. This equates to 11.23 ERC's based on 335 GPD per ERC.



## **DRAINAGE:**

### **3.3 DRAINAGE**



The City of Margate requires that all new development and redevelopment projects be designed to manage stormwater runoff from a 25-year, 3-day design storm event. This standard ensures that stormwater systems can handle significant rainfall without causing localized flooding or system failure. Adequate drainage capacity must be available to serve the proposed development concurrent with its impact. Developers must demonstrate that the project will not degrade the LOS of the existing drainage system or contribute to flooding. Drainage calculations are provided for the proposed site including the site modifications and improvements.

The proposed development is located within an overall drainage system permitted by the South Florida Water Management District (SFWMD), Permit No. 06-00084-S.

The proposed development provides exfiltration trench to account for the water quality requirements for the additional impervious area. The minimum finish floor elevation is designed to be 12.35 NAVD which exceeds the 18" minimum requirement above the crown of the road and exceeds the minimum finish floor elevation established in the governing SFWMD permit. The exfiltration trench provides 664 cf of water quality retention based upon the SFWMD exfiltration trench calculation.

$$V = L \left( k \frac{[H^2W + \frac{2H^2Du - Du^2}{FS} + 2H^2Ds]}{FS} \right) + [(1.39 \times 10^{-4}) (W) (Du)]$$

Where: L = 49 Ft  
k =  $1 \times 10^{-4}$  cfs/ft<sup>2</sup> ft head  
H<sup>2</sup> = 5.7 Ft  
W = 4 Ft  
Du = 4 Ft  
Ds = 0 Ft  
FS = 2

Solving: V = 664 cf

Based on a requirement of ½" dry pretreatment for commercial sites, the required water quality volume assuming a development area of 14,600 s.f. is (1/2")(14,600 s.f.) = 608 cf. Therefore, the site meets the required drainage retention volumes.



Prepared by and Return to:  
Florida Title & Trust LLC  
Lauren Michelle Albrecht  
8603 South Dixie Highway, Suite 406  
Miami, FL 33156

File Number: 24-136  
Parcel ID: 48-41-23-03-0020

---

## Warranty Deed

**THIS INDENTURE** made this 10th day of July, 2024 by and between **Zoo Safari Enterprise LLC, a Florida Limited Liability Company**, whose address is 400 Northeast 3<sup>rd</sup> Street Pompano Beach, Fl 33060, herein collectively referred to as “Grantor”, and **MSD Bakery, LLC, a Florida Limited Liability Company**, whose address is 1923 Mears Parkway, Margate FL 33063, herein collectively referred to as “Grantee”

**WITNESSETH:** THAT Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration paid to Grantors in hand by Grantees, the receipt of which is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and Grantee’s heirs successors and assigns forever, the following described land situate, lying, and being in the county of Broward State of Florida, to Wit:

**That portion of Tract 6 of HOLYDAY SPRING VILLAGE SECTION THREE, according to the Plat thereof, as recorded in Plat Book 80, Page 25 of the Public Records of Broward County, Florida described as follows:**

**Commencing at the Northwest corner of said Tract 6; thence South 1° 01’ 45” East along the West line of said Tract 6 for a distance of 571.00 feet; thence South 89° 29’ 48” East for a distance of 462.00 feet; to the Point of Beginning of that certain parcel hereinafter described; thence continue South 89° 29’ 48” East for a distance of 89.12 feet to the beginning of a non-tangent curve concave to the Southeast having a Radius of 1,148.27 feet and to which beginning a radial line bears South 43° 17’ 55” East; thence southwesterly 56.42 feet along said curve through a central angle of 2° 48’ 55”;** thence on a non-tangent line South 89° 29’ 48” East 113.47 feet to the beginning of a tangent curve concave to the southwest having a radius of 80.00 feet; thence southeasterly 70.07 feet along said curve through a central angle of 50° 11’ 00”; thence South 39° 18’ 48” East 47.34 feet; thence South 23° 30’ 01” East 11.18 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 948.27 feet and to which beginning a radial line bears South 40° 42’ 31” East; thence northeasterly 54.41 feet along said curve through a central angle of 3° 17’ 15”; thence North 37° 25’ 24” West 199.96 feet;

**thence North 89° 29' 43" West 178.18 feet; thence South 00° 30' 12" West 77.00 feet to the Point of Beginning; having an area of 27,486.51 square feet or 063 acres.**

**Bearings and GPS coordinates refer to NAD 83 HPGN Florida East, US foot.**

**Sketch to Accompany the Legal Description, Exhibit:"A"**

**TOGETHER** with all improvements, easements, tenements, hereditaments and appurtenances belonging to or in any way appertaining to the Property.

**SUBJECT** to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any, without intention of creation or reimposing same.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**GRANTOR** hereby fully warrants the title to the said land and will defend the same against the lawful claims of all persons claiming whomsoever.

**GRANTOR** and grantee herein accept and approve the legal description contained within and provided by Surveyor.

In Witness Whereof, **Grantors**, have hereunto set by hands and seals the day and year written above.

Witness 1: [Signature]

Witness Signature  
Print Name: MAFALDA ALVES  
Mailing Address: 1106 W. CYPRESS DR POMPANO BE, FL 33069

Witness 2: [Signature]

Witness Signature  
Print Name: STEVEN KELLEY  
Mailing Address: 5550 GLADES RD #615 BOCA RATON, FL 33431

Zoo Safari Enterprise LLC, a Florida Limited Liability Company

By: [Signature]  
Vanderlea B. Neves, Member

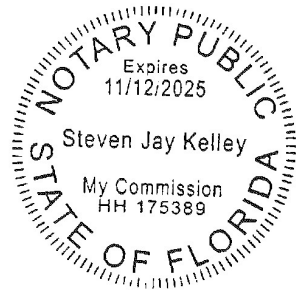
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 10<sup>th</sup> day of July, 2024 by Vanderlea B. Neves, Member of Zoo Safari Enterprise LLC, a FL Limited Liability Company, on behalf of the Limited Liability Company.

[Signature]  
Signature of Notary Public  
Print, Type/Stamp Name of Notary

Personally known: ✓  
OR Produced Identification: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



Accepted by Grantee

MSD Bakery, LLC

Witness

MAFALDA ALVES

Print Name

1406 W. CYPRESS DR

Address

POMPANO BE FL 33069

Witness

STEVEN KELLEY

Print Name

5550 GRADES RD #615

Address

BOCA RATON, FL 33431

Jose Mateus Souza  
By Jose Mateus Souza, Manager

Delma Carlet  
By Delma Carlet, Manager

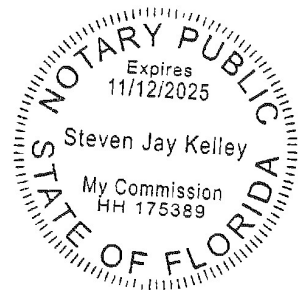
STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  
( ) online notarization this 10<sup>th</sup> day of JULY, 2024 by Jose Mateus Souza and Delma  
Carlet as Managers of MSD Bakery, LLC, a FL Limited Liability Company, on behalf of the  
Limited Liability Company.

Steven Jay Kelley  
Signature of Notary Public  
Print, Type/Stamp Name of Notary

Personally known:   
OR Produced Identification: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

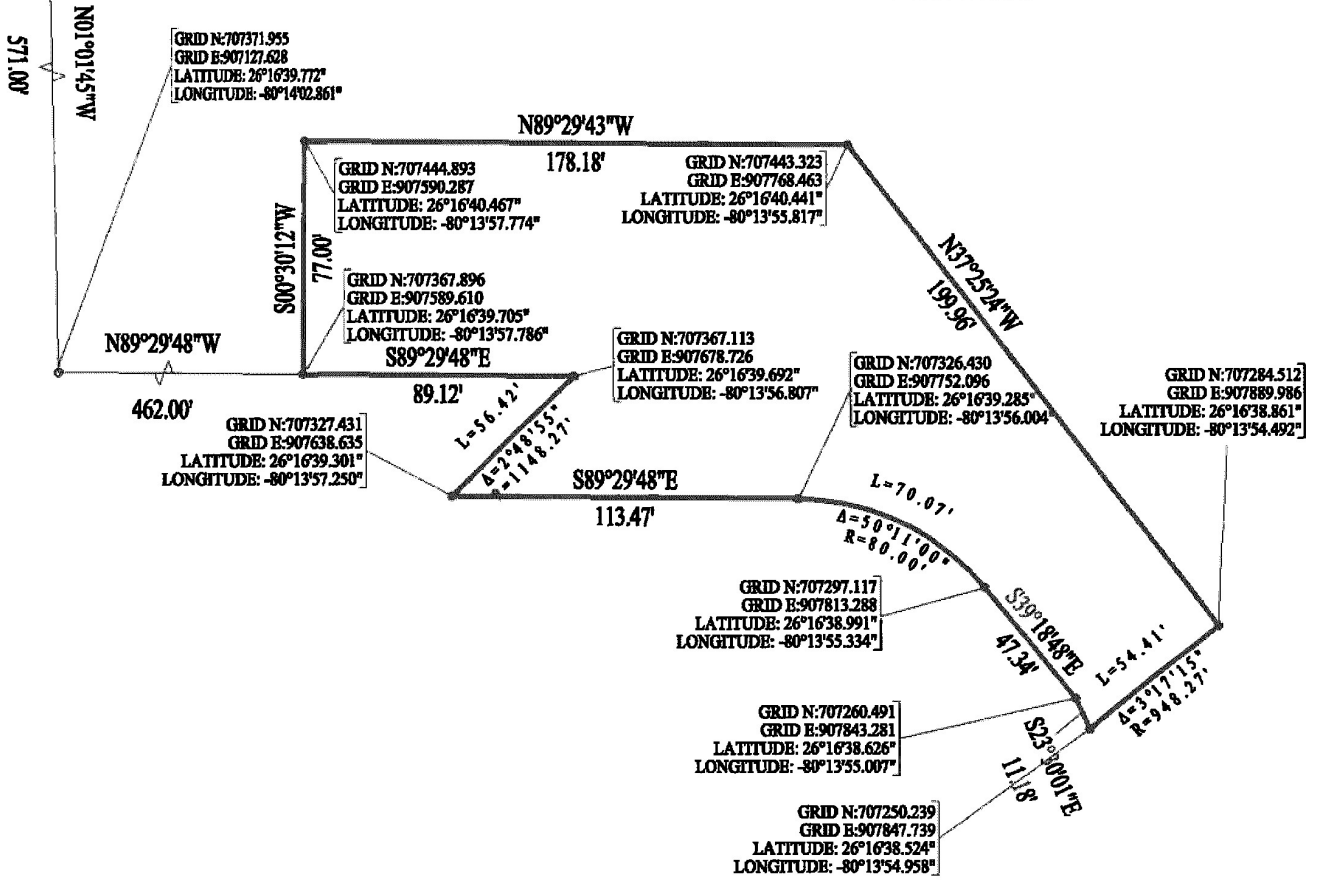


Northwest corner of Section 23  
 Township 48 South, Range 41 East  
 Iron pipe in concrete in a valve box.  
 60.02'  
 GRID N:708002.874  
 GRID E:907116.294  
 LATITUDE: 26°16'46.021"  
 LONGITUDE: -80°14'02.945"

Northwest corner of Tract 6  
 GRID N:707942.862  
 GRID E:907117.372  
 LATITUDE: 26°16'45.427"  
 LONGITUDE: -80°14'02.937"

West boundary of Section  
 23-48-41 and west  
 boundary of Tract 6

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION



77- 34685

EASEMENT

PLEASE RETURN TO  
A. F. CROWLEY  
P. O. BOX 8246, PALM COI  
EL LAUDERDALE, FLA. 33310

RWO/~~STREET~~ 2172  
ER No. 7  
Pole No. \_\_\_\_\_

This instrument prepared by

Dw. Cobb  
c/o Florida Power & Light Co  
P O Box 1420  
Pompano Beach Florida 33071

Section \_\_\_\_\_  
Township \_\_\_\_\_  
Range \_\_\_\_\_

2-10 1977

77 FEB 17 PM 3:02

FLORIDA POWER & LIGHT COMPANY  
Miami, Florida

Gentlemen:

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

The West 10 feet and the South 10 feet of the North 245 feet of the West 25 feet and the South 10 feet of the North 576 feet of the West 462 feet and the East 10 feet of the West 227 feet of the South 21 feet of the North 571 feet and the East 10 feet of the West 467 feet of the South 87 feet of the North 576 feet and the East 386 feet of the West 848 feet of the South 10 feet of the North 499 feet and the East 10 feet of the West 619 feet of the South 10 feet of the North 489 feet and the South 10 feet of the North 158 feet of the West 615 feet and the East 10 feet of the West 615 feet of the South 25 feet of the North 148 feet all of Tract 6, "Holiday Springs Village Section Three" as recorded in Plat Book 80, Page 25 of the Public Records of Broward County, Florida. Said land situate in the City of Margate, Broward County, Florida.

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

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

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on October 19, 1976.

Holiday Springs Associates

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]

[Signature]  
BY: Michael Lyons

(SEAL)  
(SEAL)  
(SEAL)

OFF: 6913 PAGE 840

STATE OF FLORIDA AND COUNTY OF Broward

BROWARD COUNTY 3 8 8 5 4 2  
STATE OF FLORIDA DOCUMENTARY STAMP TAX  
DEPT. OF REVENUE  
FEB 18 1977  
10520  
00.30

I, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael Lyons known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this 19th day of October 1976.

My commission expires:

RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR  
Notary Public, State of Florida at Large  
FORM 1729 REV. 2/71

82-324278

This Instrument Was Prepared By:  
PHYLLIS SHAMPANIER  
MEYER, WEISS, ROSE, ARNIN, SHAMPANIER,  
ZICKLER & BARASH, P.A.  
407 Lincoln Road  
Miami Beach, Florida 33139

EASEMENT AGREEMENT

THIS INDENTURE made and executed this    day of December, 1982, by City National Bank of Miami as Trustee under Land Trust No. LT500-0513 (hereinafter called "Owner"),

W I T N E S S E T H :

WHEREAS, Owner is the fee simple owner and record title holder of those certain parcels of real property situate, lying and being in Broward County, Florida and more particularly described on Exhibits "A" and "B" annexed hereto and made a part hereof by this reference, and

WHEREAS, Owner is also the fee simple owner and record title holder of that certain real property situate, lying and being in Broward County, Florida, more particularly described on Exhibit "C" annexed hereto and made a part hereof by this reference, which said property is hereinafter referred to as the "Kindercare Parcel", and

WHEREAS, Owner is about to convey the Kindercare Parcel to Kinder-Care Learning Centers, Inc., ("Kinder-Care") <sup>P. O. Box 2151, Montgomery, Ala. 36103,</sup> and in order to obtain a building permit for their proposed construction on the Kindercare Parcel, Kinder-Care requires an easement for access to Holiday Springs Boulevard over the Exhibit "A" and "B" lands and Owner has agreed to grant such Easement;

NOW, THEREFORE, in consideration of the premises, as well as other good and valuable consideration, Owner agrees as follows:

1. Owner does hereby give and grant to Kinder-Care Learning Centers, Inc. and to all future owners or record title holders or lessees of the Kindercare Parcel, their customers, employees, or invitees and to any and all agents and employees of governmental agencies and utility companies who may need access to the Kindercare Parcel for the purpose of providing governmental services or installing or servicing public utilities to service the Kindercare Parcel, a non-exclusive easement over the easement areas, more particularly described on Exhibits "A" and "B" annexed hereto and made a part hereof, for ingress and egress to and from the Kindercare Parcel and Holiday Springs Boulevard, a dedicated roadway lying at the easterly boundary of the Kindercare Parcel.

2. The lands described on Exhibit "A" are the same lands as those described in the existing easement in favor of Parcel I as the same is more fully described in that certain Easement Agreement dated July 20, 1977, filed for record in Official Records Book 7123 at Page 198 of the Public Records of Broward County, Florida, as amended by Amendment to Easement Agreement dated September 28, 1977,

RETURN TO:  
3820807 *JK*  
BROWARD COUNTY TITLE

DEC 3 11 21 AM '82

REC 10540pg 567

*290*  
*201*  
*110*

filed for record in Official Records Book 7291 at Page 321 of the Public Records of Broward County, Florida and is described therein as the "north access easement". The grantees hereof shall have all of the rights and privileges, and be subject to all of the conditions, granted and imposed by that said Easement Agreement recorded in O.R. Book 7123 at Page 198 as amended by Amendment to Easement Agreement recorded in O.R. Book 7291 at Page 321 and their utilization of the easement shall be in conjunction with and not in derogation of, the rights and privileges of the grantees thereunder.

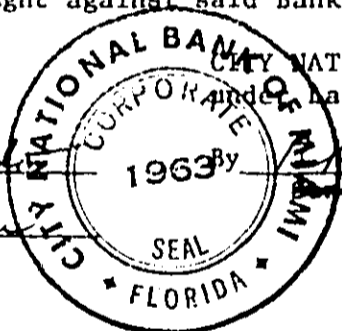
3. Grantee may, at its own expense, grade, pave, stripe, repair, maintain and utilize for the installation and maintenance of public utilities, so much or all of the easements herein granted as shall be necessary or convenient for the providing of access and utility service from Holiday Springs Boulevard to the Kindercare Parcel, provided only that in such utilization of the lands described on Exhibit "A" annexed hereto the Grantee hereunder shall not interfere with or impede the utilization of the existing north access easement by others entitled to utilize the same and, in the event the surface of the said easement is disturbed by Grantee, it shall be restored to its former condition by the Grantee at its sole cost and expense.

4. The easements granted by this instrument are not intended to be construed as a dedication of any areas to the public.

City National Bank of Miami executes this Easement Agreement solely as Trustee under Land Trust No. LT500-0513 and not individually and no personal judgment or decree shall ever be sought against said Bank by reason of its execution hereof.

WITNESS:

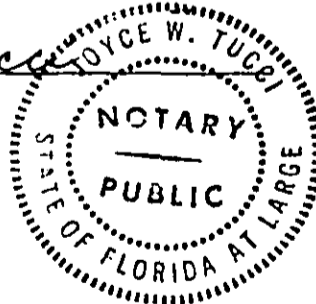
David T. Dandridge  
Joseph W. Tucci  
1963 By B. Kleckner  
Vice President and Trust Officer



STATE OF FLORIDA )  
COUNTY OF DADE )SS:

The foregoing instrument was acknowledged before me this \_\_\_ day of December, 1982 by B. KLECKNER, as ~~Senior~~ Vice President and Trust Officer of City National Bank of Miami, on behalf of the said City National Bank of Miami, as Trustee under Land Trust No. LT500-0513.

Joseph W. Tucci  
Notary Public



My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires March 11, 1983

OFF 10540pg 568

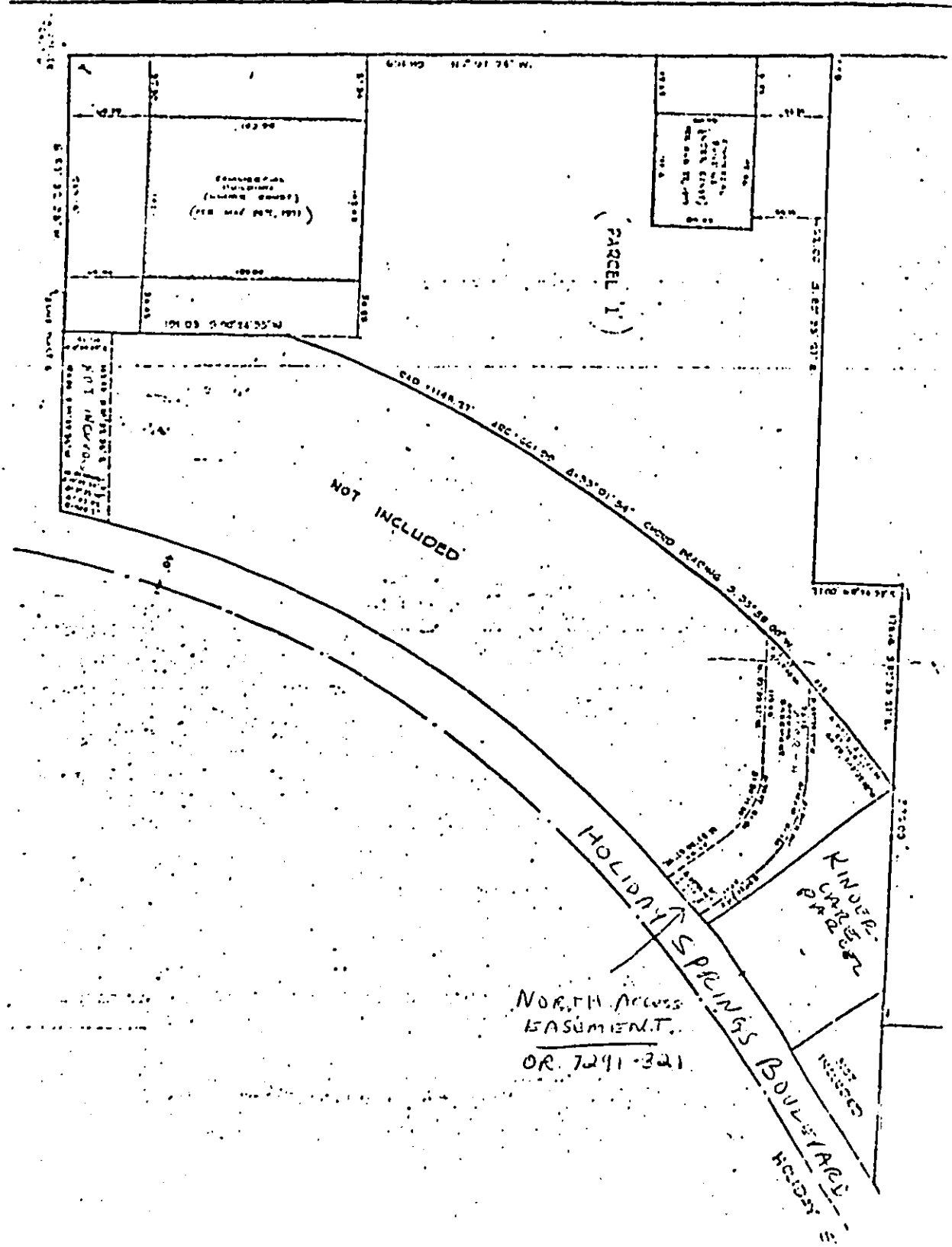
DESCRIPTION OF WIDTH ACCESS EASEMENT:

That portion of Tract 6 of "HOLIDAY SPRINGS VILLAGE, SECTION THREE" according to the Plat thereof as recorded in Plat Book 80, Page 25 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of said Tract 6; thence South 1° 07' 24" East along the West line of said Tract 6 for a distance of 571.00 feet; thence South 89° 35' 27" East for a distance of 462.00 feet; thence North 0° 24' 33" East for a distance of 77.00 feet; thence South 89° 35' 27" East for a distance of 178.14 feet; thence Southwesterly along the arc of a circular curve to the left for an arc distance of 117.75 feet to the Point of Beginning of that certain parcel hereinafter described; said circular curve having a radius of 1143.27 feet, a central angle of 5° 52' 31", a chord bearing of South 49° 32' 42" West and being concentric with the circular curve 200.00 feet East, said last mentioned circular curve forming a portion of the Easterly line of said Tract 6; thence South 89° 35' 27" East for a distance of 73.75 feet to a point of curvature of a curve to the right having a radius of 120.00 feet; thence southeasterly along said curve through a central angle of 50° 11' 00" for an arc distance of 105.10 feet to a Point of Tangency; thence South 39° 24' 27" East for a distance of 58.04 feet to a point on the Easterly line of said Tract 6; thence Southwesterly along said East line for an arc distance of 40.00 feet, said East line being an arc of a circular curve to the left, said circular curve having a radius of 948.27 feet, a central angle of 2° 25' 01" and a chord bearing of South 59° 35' 33" West, thence North 39° 24' 27" West for a distance of 58.04 feet to the Point of Curvature of a circular curve to the left, said circular curve having a radius of 80.00 feet, and being concentric with the above mentioned 120.00 foot radius curve; thence Northwesterly along said 80.00 foot radius curve, through a central angle of 50° 11' 00" for an arc distance of 70.07 feet to a Point of Tangency; thence North 39° 35' 27" West for a distance of 113.46 feet to a point on the above mentioned 1148.27 foot radius curve; thence Northeastly along said 1148.27 foot radius curve through a central angle of 2° 48' 46" for an arc distance of 56.37 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Margate, Broward County, Florida.

OFF 10540 pg 569



OFF 10540 pg 570

ACCESS EASEMENT:

That portion of Tract 6 of "HOLIDAY SPRINGS VILLAGE SECTION THREE" according to the Plat thereof as recorded in Plat Book 80, Page 25 of the Public Records of Broward County, Florida, described as follows: Commencing at the northwest corner of said Tract 6; thence South 1° 07' 24" East along the West line of said Tract 6 for a distance of 571.00 feet; thence South 89° 35' 27" East for a distance of 462.00 feet; thence North 0° 24' 33" East for a distance of 77.00 feet; thence South 89° 35' 27" East for a distance of 178.14 feet; thence South 37° 31' 03" East 153.00 feet to the POINT OF BEGINNING; thence continue South 37° 31' 03" East for a distance of 23.00 feet; thence South 52° 28' 57" West for a distance of 12.07 feet to the Northeasterly boundary of a 40 foot wide access easement as recorded in O.R. 7291-321, Broward County, Records; thence along said boundary North 39° 24' 27" West a distance of 23.01 feet; thence North 52° 28' 57" East for a distance of 12.83 feet to the POINT OF BEGINNING.

OFF 10540pg 571



LEGAL DESCRIPTION

That portion of Tract 6 of "HOLIDAY SPRINGS VILLAGE, SECTION THREE", according to the Plat thereof as recorded in Plat Book 80, Page 25 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of said Tract 6; thence South  $1^{\circ}07'24''$  East along the West line of said Tract 6 for a distance of 571.00 feet; thence South  $89^{\circ}35'27''$  East for a distance of 462.00 feet; thence North  $0^{\circ}24'33''$  East for a distance of 77.00 feet; thence South  $89^{\circ}35'27''$  East for a distance of 178.14 feet to the Point of Beginning of that certain parcel hereinafter described; thence continue South  $89^{\circ}35'27''$  East for a distance of 174.16 feet; thence South  $34^{\circ}25'51''$  East for a distance of 98.84 feet to a point on the Easterly line of said Tract 6; thence South  $55^{\circ}34'09''$  West along said Easterly line for a distance of 81.08 feet to the point of curvature of a circular curve to the left, said circular curve having a radius of 948.27 feet; thence Southwesterly and Southerly along the arc of said curve for an arc distance of 51.09 feet; the central angle for said arc distance being  $3^{\circ}05'12''$ ; thence North  $37^{\circ}31'03''$  West along a line radial to said described curve for a distance of 200.00 feet and to the Point of Beginning; said lands situate, lying and being in Broward County, Florida.

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

OFF 10540pg 573

EXHIBIT "C"

83-410576

EASEMENT AGREEMENT

WHEREAS, CITY NATIONAL BANK OF MIAMI, as Trustee under a Land Trust No. LT500-0513 (hereinafter called "Owner"), is the fee simple owner and record title holder of that certain real property legally described on Exhibit "A" hereto (the "Exhibit A Property"), and of the property legally described on Exhibit "B" hereto (hereinafter the "Exhibit B Property"); and

WHEREAS, the Exhibit "A" Property and the Exhibit "B" Property are contiguous but the Exhibit "B" Property is not located upon adjacent or contiguous to a dedicated roadway; and

WHEREAS, the Owner wishes to create an easement for ingress and egress over and across the Exhibit "A" Property for the benefit of any future owner or record title holder or lessee of the Exhibit "B" Property and all of their customers, employees, invitees and licensees;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the Owner hereby gives and grants to any future owner or record title holder or lessee of any part of the Exhibit "B" Property, and their customers, employees, invitees and licensees, a non-exclusive easement for ingress and egress over and across the property legally described on Exhibit "A" hereto; the easement and rights herein granted are not intended to be construed as a dedication of any areas to the public.

This Easement may not be altered, amended or terminated, except upon the recordation among the Public Records of Broward County, Florida of an instrument executed by the then record title holders of the Exhibit "A" Property and the Exhibit "B" Property and the holders of any Mortgage or Mortgages then encumbering said parcels.

PLEASE RETURN TO  
LAWYERS TITLE INSURANCE CORPORATION

# 3830 864/314

MEYER, WEISS, ROSE, ARKIN, SHAMPANIER, ZIEGLER & BARASH, P.A.  
FINANCIAL FEDERAL BUILDING, MIAMI BEACH, FLORIDA 33139

OFF 1134 & PAGE 682

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EXHIBIT "A"

DESCRIPTION OF NORTH ACCESS EASEMENT:

That portion of Tract 6 of "HOLIDAY SPRINGS VILLAGE, SECTION THREE" according to the Plat thereof as recorded in Plat Book 80, Page 25 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of said Tract 6; thence South  $1^{\circ} 07' 24''$  East along the West line of said Tract 6 for a distance of 371.00 feet; thence South  $89^{\circ} 35' 27''$  East for a distance of 462.00 feet; thence North  $0^{\circ} 24' 33''$  East for a distance of 77.00 feet; thence South  $89^{\circ} 35' 27''$  East for a distance of 178.14 feet; thence Southwesterly along the arc of a circular curve to the left for an arc distance of 117.75 feet to the Point of Beginning of that certain parcel hereinafter described; said circular curve having a radius of 1148.27 feet, a central angle of  $5^{\circ} 52' 31''$ , a chord bearing of South  $49^{\circ} 32' 42''$  West and being concentric with the circular curve 200.00 feet East, said last mentioned circular curve forming a portion of the Easterly line of said Tract 6; thence South  $89^{\circ} 35' 27''$  East for a distance of 73.75 feet to a point of curvature of a curve to the right having a radius of 120.00 feet; thence southeasterly along said curve through a central angle of  $50^{\circ} 11' 00''$  for an arc distance of 105.10 feet to a Point of Tangency; thence South  $39^{\circ} 24' 27''$  East for a distance of 58.04 feet to a point on the Easterly line of said Tract 6; thence Southwesterly along said East line for an arc distance of 40.00 feet, said East line being an arc of a circular curve to the left, said circular curve having a radius of 948.27 feet, a central angle of  $2^{\circ} 25' 01''$  and a chord bearing of South  $50^{\circ} 35' 33''$  West, thence North  $39^{\circ} 24' 27''$  West for a distance of 58.04 feet to the Point of Curvature of a circular curve to the left, said circular curve having a radius of 80.00 feet, and being concentric with the above mentioned 120.00 foot radius curve; thence Northeasterly along said 80.00 foot radius curve, through a central angle of  $50^{\circ} 11' 00''$  for an arc distance of 70.07 feet to a Point of Tangency; thence North  $39^{\circ} 35' 27''$  West for a distance of 113.46 feet to a point on the above mentioned 1148.27 foot radius curve; thence Northeasterly along said 1148.27 foot radius curve through a central angle of  $2^{\circ} 48' 46''$  for an arc distance of 56.37 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Margate, Broward County, Florida.

OFF 7291 PAGE 324

OFF 1134 PAGE 584

EXHIBIT "B"

LAND DESCRIPTION:

THAT PORTION OF TRACT 6 OF "HOLIDAY SPRINGS VILLAGE SECTION THREE" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 80, PAGE 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 6; THENCE SOUTH 1°07'24" EAST ALONG THE WEST LINE OF SAID TRACT 6 FOR A DISTANCE OF 571.00 FEET; THENCE SOUTH 89°35'27" EAST FOR A DISTANCE OF 462.00 FEET; THENCE NORTH 0°24'33" EAST FOR A DISTANCE OF 71.00 FEET; THENCE SOUTH 89°35'27" EAST FOR A DISTANCE OF 178.14 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT FOR AN ARC DISTANCE OF 174.12 FEET TO THE POINT OF BEGINNING OF THAT CERTAIN PARCEL HERENAFTER DESCRIBED, SAID CIRCULAR CURVE HAVING A RADIUS OF 1148.27 FEET, A CENTRAL ANGLE OF 8°41'17", A CHORD BEARING OF SOUTH 48°08'20" WEST, AND BEING CONCENTRIC WITH THE CIRCULAR CURVE 200 FEET EAST, SAID LAST MENTIONED CIRCULAR CURVE FORMING A PORTION OF THE EASTERLY LINE OF SAID TRACT 6; THENCE SOUTH 89°35'27" EAST FOR A DISTANCE OF 113.46 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 8000 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°11'00" FOR AN ARC DISTANCE OF 70.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH 39°24'27" EAST FOR A DISTANCE OF 58.04 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT 6; THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE AND ALONG SAID CURVE FOR AN ARC DISTANCE OF 162.58 FEET, SAID EAST LINE BEING AN ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CIRCULAR CURVE HAVING A RADIUS OF 948.27 FEET, A CENTRAL ANGLE OF 9°49'24" AND A CHORD BEARING OF SOUTH 44°28'21" WEST; THENCE NORTH 50°26'21" WEST FOR A DISTANCE OF 200.00 FEET ALONG A LINE RADIAL TO THE ABOVE MENTIONED 948.27 FOOT RADIUS CURVE TO A POINT ON AN 1148.27 FOOT RADIUS CURVE CONCENTRIC WITH THE ABOVE MENTIONED 948.27 FOOT RADIUS CURVE; THENCE NORTHWESTERLY ALONG SAID 1148.27 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 4°14'01" FOR AN ARC DISTANCE OF 84.85 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND CONTAINING 30,000 SQUARE FEET (0.6887 ACRES), MORE OR LESS.

77-257667

AMENDMENT TO EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this day by and between CITY NATIONAL BANK OF MIAMI, as Trustee under Land Trust No. LT 500-0513 (hereinafter called "Owner"), SOUTHEAST FIRST NATIONAL BANK OF MIAMI, a National Banking corporation, (hereinafter called "Parcel I Mortgage") and BERNARD JACOBSON, as Nominee of the Trustees of REPUBLIC MORTGAGE INVESTORS, a Massachusetts Business Trust, and BOSTON SAFE DEPOSIT AND TRUST COMPANY, a Massachusetts Trust Company, (hereinafter jointly called "Parcel H Mortgage"), their successors and assigns, wherever the context so requires or admits:

**\*\*WITNESSETH\*\***

WHEREAS, on July 20, 1977, the parties hereto entered into an Easement Agreement which is recorded in Official Records Book 7123, at Page 198 of the Public Records of Broward County, Florida, ("Easement Agreement"); and

WHEREAS, the Owner finds it necessary to change the location of one of the ingress and egress easements which is described as the "North Access Easement" on Exhibit "C-1" of the Easement Agreement and the mortgagees described above wish to consent to such change;

NOW, THEREFORE, in consideration of the premises as well as other good and valuable consideration, the parties hereto agree as follows:

1. Owner does hereby give and grant to all tenants leasing premises in Parcel I described in the Easement Agreement, their customers, employees, invitees and any present or future owner or record titleholder or lessee of said Parcel I an easement over the easement area, more particularly described on EXHIBIT "A", annexed hereto and made a part hereof, for ingress and egress to and from said Parcel I and Holiday Springs Boulevard.

2. Upon the recording of this easement, the ingress and egress easement described as the "North Access Easement" in the Easement Agreement will no longer be of any force and effect and the grant of easement over said "North Access Easement" will be terminated.

3. That with the exception of the change in the location of the "North Access Easement", the parties hereto do hereby confirm all of the

Page 1.

This Instrument Was Prepared By:  
PHYLLIS SHAMPANIER  
MEYER, WEISS, ROSE, ARKIN, SHEPPARD & SHOCKETT, P.A.  
407 Lincoln Rd., Miami Beach, Fla. 33139

LAW OFFICES, MEYER, WEISS, ROSE, ARKIN, SHEPPARD & SHOCKETT, P.A.  
FINANCIAL FEDERAL BUILDING, MIAMI BEACH, FLORIDA 33139

77 NOV 16 AM 9:26

OFF. 7291 PAGE 3 of 1

161-00

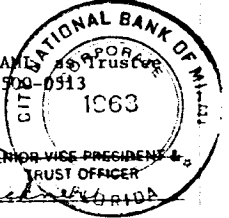
terms, covenants and conditions of the Easement Agreement except as modified herein.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be executed this 26th day of SEPTEMBER, 1977.

Signed, sealed and delivered in the presence of:

"Owner"

CITY NATIONAL BANK OF MIAMI, INCORPORATED under Land Trust No. LT 500-0513



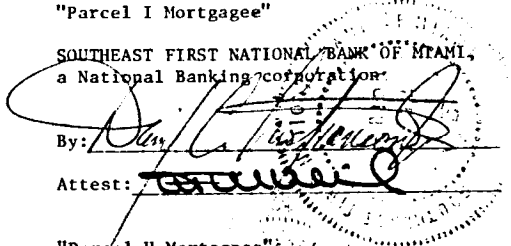
By: [Signature] SENIOR VICE PRESIDENT & TRUST OFFICER

Attest: Betty A. Kleckner TRUST OFFICER

Cyppy Lopez  
Joyce W. Lurie

"Parcel I Mortgagee"

SOUTHEAST FIRST NATIONAL BANK OF MIAMI, a National Banking Corporation



By: [Signature]

Attest: [Signature]

Marcia Egan  
Emily Andrews

"Parcel H Mortgagee"

BERNARD JACOBSON, as Nominee of the Trustees of REPUBLIC MORTGAGE INVESTORS, a Massachusetts Business Trust

BOSTON SAFE DEPOSIT AND TRUST COMPANY, a Massachusetts Trust Company

By: [Signature]  
Attest: [Signature]

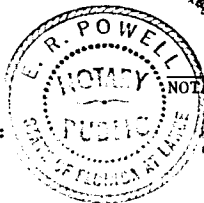
Robert Messing  
Dorothy Edwards

ASSISTANT SECRETARY

Ruth M. McArthur  
Norman H. Schuman

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

THE FOREGOING INSTRUMENT was acknowledged before me this 26th day of SEPTEMBER, 1977, by CLIFFORD L. HORN SENIOR VICE PRESIDENT & TRUST OFFICER and BETTY A. KLECKNER TRUST OFFICER, respectively of CITY NATIONAL BANK OF MIAMI, as Trustee under Land Trust No. LT 500-0513.



[Signature]  
NOTARY PUBLIC, State of Florida

My Commission expires: \_\_\_\_\_ Notary Public, State of Florida attests  
My commission expires Feb. 17, 1980.

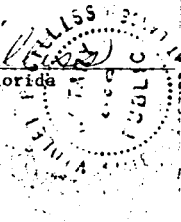
REC. 7291 PAGE 322

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of November, 1977, by David A. Christianson, Jr. and William F. McMillan, Jr., respectively Vice President and Assistant Vice President of SOUTHEAST FIRST NATIONAL BANK OF MIAMI, a National Banking corporation.

Robert P. Williams  
NOTARY PUBLIC, State of Florida

My Commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JAN. 22, 1979  
BONDED THRU GENERAL INSURANCE UNDERWRITERS

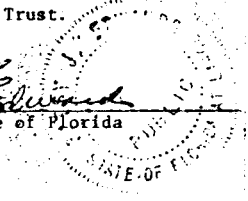


STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of October, 1977, by BERNARD JACOBSON, as Nominee of the Trustees of REPUBLIC MORTGAGE INVESTORS, a Massachusetts Business Trust.

Patricia E. Edwards  
NOTARY PUBLIC, State of Florida

My Commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JAN. 22, 1979  
BONDED THRU GENERAL INSURANCE UNDERWRITERS



COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF SUFFOLK ) SS:

THE FOREGOING INSTRUMENT was acknowledged before me this 11th day of October, 1977, by Albert W. Jones, Jr. and George M. Hession, respectively vice President and Assistant Secretary of BOSTON SAFE DEPOSIT AND TRUST COMPANY, a Massachusetts Trust Company.

Edna E. Cook  
NOTARY PUBLIC

My Commission expires: March 10, 1978

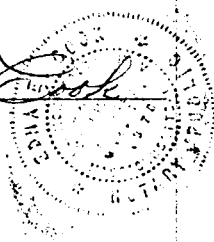


EXHIBIT "A"

DESCRIPTION OF NORTH ACCESS EASEMENT:

That portion of Tract 6 of "HOLIDAY SPRINGS VILLAGE, SECTION THREE" according to the Plat thereof as recorded in Plat Book 80, Page 25 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of said Tract 6; thence South  $1^{\circ} 07' 24''$  East along the West line of said Tract 6 for a distance of 571.00 feet; thence South  $89^{\circ} 35' 27''$  East for a distance of 462.00 feet; thence North  $0^{\circ} 24' 33''$  East for a distance of 77.00 feet; thence South  $89^{\circ} 35' 27''$  East for a distance of 178.14 feet; thence Southwesterly along the arc of a circular curve to the left for an arc distance of 117.75 feet to the Point of Beginning of that certain parcel hereinafter described; said circular curve having a radius of 1148.27 feet, a central angle of  $5^{\circ} 52' 31''$ , a chord bearing of South  $49^{\circ} 32' 42''$  West and being concentric with the circular curve 200.00 feet East, said last mentioned circular curve forming a portion of the Easterly line of said Tract 6; thence South  $89^{\circ} 35' 27''$  East for a distance of 73.75 feet to a point of curvature of a curve to the right having a radius of 120.00 feet; thence southeasterly along said curve through a central angle of  $50^{\circ} 11' 00''$  for an arc distance of 105.10 feet to a Point of Tangency; thence South  $39^{\circ} 24' 27''$  East for a distance of 58.04 feet to a point on the Easterly line of said Tract 6; thence Southwesterly along said East line for an arc distance of 40.00 feet, said East line being an arc of a circular curve to the left, said circular curve having a radius of 948.27 feet, a central angle of  $2^{\circ} 25' 01''$  and a chord bearing of South  $50^{\circ} 35' 33''$  West, thence North  $39^{\circ} 24' 27''$  West for a distance of 58.04 feet to the Point of Curvature of a circular curve to the left, said circular curve having a radius of 80.00 feet, and being concentric with the above mentioned 120.00 foot radius curve; thence Northwesterly along said 80.00 foot radius curve, through a central angle of  $50^{\circ} 11' 00''$  for an arc distance of 70.07 feet to a Point of Tangency; thence North  $39^{\circ} 35' 27''$  West for a distance of 113.46 feet to a point on the above mentioned 1148.27 foot radius curve; thence Northeasterly along said 1148.27 foot radius curve through a central angle of  $2^{\circ} 48' 46''$  for an arc distance of 56.37 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Margate, Broward County, Florida.

OFFICE  
REC. 7291 PAGE 324



CITY OF MARGATE, FLORIDA

RESOLUTION NO. 23-107

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING THE SCHEDULE OF FEES AND CHARGES FOR WATER AND WASTEWATER SERVICES PURSUANT TO CHAPTER 39 - WATER AND SEWERS - DEPARTMENT OF ENVIRONMENTAL AND ENGINEERING SERVICES; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: Pursuant to Chapter 39 - Water and Sewers - Department of Environmental and Engineering Services, the City Commission hereby establishes the Schedule of Fees and Charges for water and wastewater services, as attached hereto and made a part of this resolution.


SECTION 2: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3: This Resolution shall become effective this date.

PASSED, ADOPTED AND APPROVED THIS 6<sup>TH</sup> day of DECEMBER 2023.

ATTEST:

  
\_\_\_\_\_  
JENNIFER M. JOHNSON  
CITY CLERK

  
\_\_\_\_\_  
TOMMY RUZZANO  
MAYOR

RECORD OF VOTE

Caggiano	<u>YES</u>
Simone	<u>ABSENT</u>
Arserio	<u>YES</u>
Schwartz	<u>YES</u>
Ruzzano	<u>YES</u>

**SCHEDULE OF FEES AND CHARGES**

**WATER SYSTEM USER RATES - INSIDE MARGATE MUNICIPAL BOUNDARIES**

	Rates Effective October 1, 2022 through December 31, 2023	Rates Effective January 1, 2024
<b>Single-Family</b>		
Service availability charge, per unit	\$12.58	\$16.08
Consumption charge (per 1,000 gallons)		
0-6,000	\$3.76	\$4.64
6,001-15,000	\$4.70	\$5.80
15,001-25,000	\$5.65	\$6.97
Over 25,000	\$6.58	\$8.12
<b>Multifamily</b>		
Service availability charge, per unit	\$9.40	\$12.02
Consumption charge (per 1,000 gallons/unit)		
0-6,000	\$3.76	\$4.64
6,001-15,000	\$4.70	\$5.80
15,001-25,000	\$5.65	\$6.97
Over 25,000	\$6.58	\$8.12
<b>Nonresidential/Commercial</b>		
Service availability charge Meter size (in inches)		
$\frac{5}{8}$ "	\$12.58	\$16.08
1"	\$43.76	\$61.74
1½"	\$68.51	\$87.87
2"	\$162.81	\$208.11
3"	\$404.22	\$516.68
4"	\$617.57	\$789.39
6"	\$819.71	\$1,047.77
8"	\$1,010.28	\$1,291.36
10"	\$1,571.54	\$2,008.77
Consumption charge (per 1,000 gallons)		
All gallons	\$4.70	\$5.80

**WASTEWATER SYSTEM USER RATES INSIDE MARGATE MUNICIPAL BOUNDARIES**

	Rates Effective October 1, 2022 through December 31, 2023	Rates Effective January 1, 2024
<b>Single-Family</b>		
Service availability charge, per unit	\$31.94	\$39.93
<b>Multifamily</b>		
Service availability charge, per unit	\$25.54	\$31.93
<b>Nonresidential/Commercial</b>		
Service availability charge		
Meter size (in inches)		
5/8"	\$24.59	\$30.74
1"	\$35.75	\$44.69
1½"	\$67.08	\$83.85
2"	\$217.19	\$271.49
3"	\$504.68	\$630.85
4"	\$840.04	\$1,050.05
6"	\$1,632.20	\$2,040.25
8"	\$2,395.62	\$2,994.53
10"	\$3,114.30	\$3,892.88
Consumption charge (per 1,000 gallons)		
All gallons	\$5.80	\$7.25

**WATER SYSTEM USER RATES OUTSIDE MARGATE MUNICIPAL BOUNDARIES**

*Subject to a 25% outside-municipality surcharge as allowed per Florida Statute 180.191.*

	Rates Effective October 1, 2022 through December 31, 2023	Rates Effective January 1, 2024
<b>Single-Family</b>		
Service availability charge, per unit	\$15.72	\$20.10
Consumption charge (per 1,000 gallons)		
0-6,000	\$4.70	\$5.80
6,001-15,000	\$5.87	\$7.25
15,001-25,000	\$7.07	\$8.72

Over 25,000	\$8.21	\$10.15
<b>Multifamily</b>		
Service availability charge, per unit	\$11.78	\$15.02
Consumption charge (per 1,000 gallons/unit)		
0-6,000	\$4.70	\$5.80
6,001-15,000	\$5.87	\$7.25
15,001-25,000	\$7.07	\$8.72
Over 25,000	\$8.21	\$10.15
<b>Nonresidential/Commercial</b>		
Service availability charge		
Meter size (in inches)		
5/8"	\$15.72	\$20.10
1"	\$60.37	\$77.17
1½"	\$85.63	\$109.46
2"	\$203.53	\$260.13
3"	\$505.29	\$645.85
4"	\$771.98	\$986.74
6"	\$1,024.63	\$1,309.71
8"	\$1,262.85	\$1,614.20
10"	\$1,964.42	\$2,510.97
Consumption charge (per 1,000 gallons)		
All gallons	\$5.87	\$7.25

**WASTEWATER SYSTEM USER RATES**  
**OUTSIDE MARGATE MUNICIPAL BOUNDARIES**  
*Subject to a 25% outside-municipality surcharge  
as allowed per Florida Statute 180.191.*

	<b>RATES EFFECTIVE OCTOBER 1, 2022 THROUGH DECEMBER 31, 2023</b>	<b>RATES EFFECTIVE JANUARY 1, 2024</b>
<b>Single-Family</b>		
Service availability charge, per unit	\$39.93	\$49.91
<b>Multifamily</b>		
Service availability charge, per unit	\$31.93	\$39.91
<b>Nonresidential/Commercial</b>		
Service availability charge		
Meter size (in inches)		
5/8"	\$30.75	\$38.43
1"	\$44.70	\$55.86
1½"	\$83.86	\$104.81

2"	\$271.51	\$339.36
3"	\$630.86	\$788.56
4"	\$1,050.07	\$1,312.56
6"	\$2,040.25	\$2,550.31
8"	\$2,994.51	\$3,743.16
10"	\$3,892.87	\$4,866.10
Consumption charge (per 1,000 gallons)		
All gallons	\$7.25	\$9.06

**ADJUSTMENTS TO THE MONTHLY WATER AND WASTEWATER SERVICE  
AVAILABILITY CHARGES AND CONSUMPTION CHARGES**

Effective Date	Adjustment Percentage
October 1, 2024	9.00%
October 1, 2025	9.00%
October 1, 2026	4.00%
October 1, 2027	4.00%
October 1, 2028 and each October 1 thereafter until a new rate study is completed	Automatically adjusted by an amount that is equal to the percentage change in the Consumer Price Index (CPI)**, The rate adjustment shall be subject to a floor of not less than one (1) percent.

\*\*CPI as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor agency for all urban consumers in the Miami-Fort Lauderdale-West Palm Beach area, during the most recent twelve (12) consecutive month period from February of the previous year.

**DEPOSITS**

All new accounts (or account where deposits have been returned but customers had water and sewer service subsequently disconnected for nonpayment of bills) shall be required to pay the following deposits:

	FEES	FEES EFFECTIVE JANUARY 1, 2024
Residential Class		
5/8" Meter	\$105.00	\$115.00
1" Meter	\$170.00	\$290.00
Multifamily Class		
All Meter Sizes (Per Unit)	\$85.00	\$100.00
Commercial Class		
5/8" Meter	\$135.00	\$170.00
1" Meter	\$495.00	\$620.00
1½" Meter	\$830.00	\$1,040.00
2" Meter	\$1,685.00	\$2,110.00

Over 2" shall be by agreement		
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**Meter fees applicable to all classifications of customers at  
initial commencement of service at any location**

Meter Size (inches)	Fees	Fees Effective January 1, 2024
¾ meter	\$190.00	\$400.00
1" meter	\$240.00	\$600.00
1½" meter	\$490.00	\$1,000.00
2" meter	\$580.00	\$1,300.00
All over 2" shall be by agreement		

**MISCELLANEOUS CHARGES**

	Fees	Fees Effective January 1, 2024
Late, non-payments	\$40.00	\$50.00
Fire hydrant charge	\$3.35	*
Turn on and turn off meter for convenience of customer, during regular working hours	\$10.00	\$25.00
Service calls, other than turn-on or turn-offs for convenience of customers during regular working hours	\$15.00	\$25.00
Application for service, new customer, during regular working hours	\$15.00	\$25.00
Turn on meter, other than during regular working hours	\$50.00	\$75.00
Turn on and reset meter, when meter has been removed due to tampering, only done during regular working hours	\$50.00	\$100.00
Adjust meter box, raising or lowering at request of customer due to the customer's changing the grade of his yard	\$50.00	\$100.00
Service calls that are determined that the cause of the service call was the responsibility of the utility	No Charge	

department or the equipment of the City		
Meter bench test at customer's request		
If meter proves faulty	No Charge	
If meter proves accurate		
¾- by ¾-inch and 1-inch meter	\$30.00	\$75.00
1½-inch to 2-inch meter	\$50.00	\$100.00
Above 2 inches	By agreement	By agreement
No meter-Jumper (illegal jumper fee)	\$190.00	\$350.00
To restore service after service line has been removed because of nonpayment and/or because of jumper	\$60.00	\$500.00
Unauthorized transfer of meter by developer	\$40.00	*
Fine line charge per year; except single-family dwellings previously occupied as a community residential home, as defined in F.S. Ch. 419		
4-inch line	\$370.00	\$465.00
6-inch line	\$860.00	\$1,075.00
8-inch line	\$1,475.00	\$1,850.00
Broken Lock charge	\$20.00	\$45.00
Returned checks issued to the city (for any reason, including water and wastewater payments)	to be charged in accordance with that provided by Florida Statute	
Sewer plug, if customer is on sewer only	\$130.00 or actual cost, whichever is greater	*
Call-back of meter installation if developer's lines are not correctly installed, per trip	\$30.00	*
Cost and billing for labor and replacement	actual time and material, plus six percent (6%) admin. fee	actual time and material, plus ten percent (10%) admin. fee
Reestablishment of service subsequent to disconnection to be excused from payment of water and sewer availability charges	\$300.00	\$300.00

\* Fee type to be deleted effective January 1, 2024.

**WATER CONNECTION CHARGE SCHEDULE (TABLE 1)**

Water Service Category	Connection Charge	ERC Value Per Unit
Single-family residence:		
(One 5/8" x 3/4" meter for each residence)	\$1,995.00 (each residence)	1.0
Single-family residence:		
(One 3/4" meter for each residence)	\$2,992.50 (each residence)	1.5
Duplexes:		
(One 5/8" x 3/4" meter for each residential unit)	\$1,995.00 (each unit)	1.0
Triplexes:		
(One 5/8" x 3/4" meter for each residential unit)	\$1,995.00 (each unit)	1.0
Townhouse:		
(One 5/8" x 3/4" meter for each residential unit in each building)	\$1,995.00 (each unit)	1.0
Mobile home residence:		
(One 5/8" x 3/4" meter for each mobile home pad)	\$1,995.00 (each mobile home pad)	1.0
Mobile home residence:		
(One meter to serve more than one residential unit, meter size to be determined by city department of environmental and engineering services)	\$1,071.32 (each mobile home pad)	0.537
Multifamily residence:		
(One meter to serve more than one residential unit (apartments and condominiums))	\$1,071.32 (each residential unit)	0.537

Commercial/industrial/public facilities:	See Table 3	See Table 3
Sprinkler meters:		
5/8-inch meter		2
1-inch meter		6
1½-inch meter		9
2-inch meter		15
Larger than 2-inch meter	By individual negotiation with the administration.	

Water and Wastewater = \$1,995.00 + \$3,350.00 = \$5,345.00

**WASTEWATER CONNECTION CHARGE SCHEDULE (TABLE 2)**

Waste Water Service Category	Connection Charge	ERC Value Per Unit
Single-family residence:		
(One 5/8" × 3/4" meter for each residence)	\$3,350.00 (each residence)	1.0
Single-family residence:		
(One 3/4" meter for each residence)	\$5,025.00 (each residence)	1.5
Duplexes:		
(One 5/8" × 3/4" meter for each residential unit)	\$3,350.00 (each unit)	1.0
Triplexes:		
(One 5/8" × 3/4" meter for each residential unit)	\$3,350.00 (each unit)	1.0
Townhouse:		
(One 5/7" × 3/4" meter for each residential unit in each building)	\$3,350.00 (each unit)	1.0
Mobile home residence:		
(One 5/8" × 3/4" meter for each mobile home pad)	\$3,350.00 (each mobile home pad)	1.0
Mobile home residence:		

(One meter to serve more than one residential unit, meter size to be determined the Department of Environmental and Engineering services)	\$2,211.00 (each mobile home pad)	0.66
Multifamily residence:		
(One meter to serve more than one residential unit (apartments and condominiums))	\$1,267.20 (each residential unit)	0.66
Commercial/industrial/public facilities	See Table 3	See Table 3

**COMMERCIAL, INDUSTRIAL, AND PUBLIC FACILITIES  
FLOW ESTIMATES AND CONNECTION CHARGES (TABLE 3)**

*Average Water Consumption and Wastewater Flow Estimates*

Type of Use or Establishment	Gallons per day (gpd)
Assembly halls, auditoriums, and movie theaters:	
Without food service	gpd/seat 3
With food service	gpd/seat 5
Barber shops	gpd/chair 55
Beauty shops	gpd/station 270
Bowling alleys:	
Without food service	gpd/sq. ft.0.24
With food service	gpd/sq. ft.0.29
Car Washes	
Customer stall type	gpd/sq. ft.1.5
Automatic and drive-through	gpd/sq. ft.4.8
Houses of worship:	
Without kitchen facilities	gpd/seat3.0

With kitchen facilities	gpd/seat5.0
Clubs:	
Country or golf	gpd/member 65
Swimming or pool	gpd/member 15
Lodges and fraternal organizations	gpd/member 10
Cocktail lounges	gpd/seat 10
Department stores	gpd/sq. ft. 0.22
Detention centers and jails	gpd/beds 100
Dance halls:	
Without food service	gpd/sq. ft. 0.24
With food service	gpd/sq/ ft/ 0.29
Factories and industrial facilities:	
(a) Without showers and without industrial wastes	gpd/employee/shift 25
(b)With showers and no industrial wastes	gpd/employee/shift 35
Industrial flows to be computed and added to (a) or (b) above	
Hospitals	gpd/bed 350
Hotels/motels	
Without food service and/or meeting facilities	gpd/room 250
With food service and/or meeting facilities	gpd/room 350
Institutions	gpd/person 100
Commercial laundries	gpd/sq. ft. 0.25
Laundromats	gpd/sq. ft, 2.2
Light industrial use with no industrial wastes	gpd/employee 15
Nursing, rest, and boarding homes	gpd/bed 135

Office buildings:	
General offices	gpd/sq. ft. 0.24
Medical offices	gpd/sq. ft. 0.60
Restaurants:	
Conventional	gpd/seat 30
Conventional, 24-hour	gpd/seat 40
Fast food	gpd/seat 40
Service, filling, or gas stations	gpd/sq. ft. of enclosed space 0.30
Schools	
Nursery, kindergarten, elementary, and junior high	gpd/student 15
Senior high	gpd/student 25
Boarding schools	gpd/student 75
Stadiums, frontons, ballparks	gpd/seat 3
Sprinkler meters:	
5/8-inch meter	2 (ERC value)
1-inch meter	6 (ERC value)
1½-inch meter	9 (ERC value)
Larger than 2-inch meter	By individual negotiation with the administration
Supermarkets and grocery stores	gpd/sq. ft. of total roof area 0.15
Tourist campgrounds and recreational parks:	
With central toilet facilities	gpd/space 125
With individual wastewater service for each space	gpd/space 180
Warehouses	
Without water closets	gpd/sq. ft. 0.15

With water closets	Add 200 ...gpd/water closet
<p>The following commercial uses or establishments will be assigned a minimum of 1.0 ERC per unit in the absence of actual water consumption data for similar commercial units:</p> <ul style="list-style-type: none"> <li>(a) Appliance stores;</li> <li>(b) Book stores;</li> <li>(c) Camera and hobby shops;</li> <li>(d) Card shops;</li> <li>(e) Gift shops;</li> <li>(f) Hardware stores;</li> <li>(g) Jewelry stores;</li> <li>(h) Paint stores;</li> <li>(i) Record and tape stores;</li> <li>(j) Travel agencies; and</li> <li>(k) Similar retail establishments.</li> </ul>	
<p><i>Notes:</i></p> <ul style="list-style-type: none"> <li>(a) Each commercial use, unit, or establishment shall have a minimum of 1.0 ERC or 1.0 ERC per water meter, whichever is greater.</li> <li>(b) Where an applicant furnishes one year's water consumption records for an equal or similar establishment not conforming to any of the above, these records may be used in determining connection fees. Records furnished must be certified by the water utility serving the establishment and based upon full occupancy. In the event that the applicant's establishment does not conform to any of the above and Florida records from similar establishments cannot be furnished, the applicant's registered engineer shall submit a certified and sealed flow estimate for review and possible approval by the Director of Environmental and Engineering Services.</li> <li>(c) Matters of interpretation and definition shall rest with the City administration.</li> </ul> <p><i>Sample Calculation:</i></p> <p>Apply the following factors to the data to obtain the appropriate connection charge for the intended use:</p> <p><i>Example:</i> Assume a hospital with one hundred (100) beds. Refer to the fee schedule to ascertain flow value. Calculate all ERC values to the nearest one-hundredth (0.01) ERC.</p> <p>Total ERC value (100 beds × 350 gpd/bed) divided by (335 gpd/ERC) = 104.48 ERCs</p> <p>Water connection charge: 104.48 ERCs × \$1,995.00 per water ERC = \$208,437.60</p>	

Wastewater connection charge: 104.48 ERCs × \$3,550.00 per  
wastewater ERC = \$370,904.00

Total connection charges: 104.48 ERCs × \$5,545.00/ERC = \$579,341.60

# Solid Waste Narrative

The proposed development consists of minor site improvements to an existing bakery facility. The nature of operations will remain unchanged.

The facility operates as a bread production (bakery) operation, where the generation of solid waste is minimal. Most raw materials are fully utilized in the production process. Any excess dough or production byproducts are typically reprocessed and reused whenever possible, significantly reducing waste generation.

Solid waste generated at the facility consists primarily of:

Packaging materials (paper, cardboard, plastic)

Minor food waste not suitable for reuse

General non-hazardous commercial waste

The estimated volume of solid waste generated is approximately 1 cubic yard per week, which is consistent with current operations.

Waste is collected using a 1 cubic yard dumpster, serviced once per week, in accordance with the City of Margate's franchised commercial waste collection system, as required under Section 19-3 of the City Code.

Recyclable materials, including cardboard and certain plastics, may be separated when feasible and stored in designated areas within the property prior to collection by the authorized waste hauler.

The existing waste management system is adequate to handle the anticipated waste generated by the facility. No increase in waste volume is expected as a result of the proposed improvements.

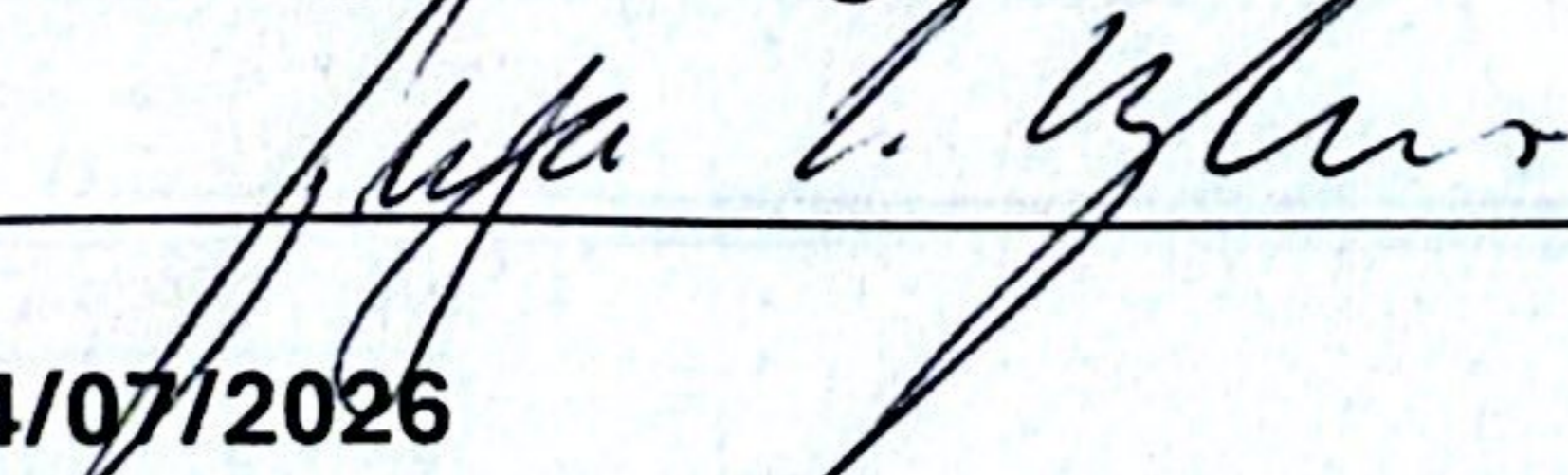
Based on the minimal volume of waste generated and the existing municipal waste collection infrastructure, there is sufficient landfill capacity to accommodate the proposed waste stream.

Wastewater generation is minimal and limited to periodic cleaning of the facility, which is discharged through the existing sanitary sewer system in compliance with applicable regulations.

## **Msd Bakery LLC**

1923 Mears Parkway, 33063, Margate, Florida

**Thales Aguilera Magalhaes**



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04/07/2026



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
MSD BAKERY, LLC

### Filing Information

<b>Document Number</b>	L11000035818
<b>FEI/EIN Number</b>	45-1073224
<b>Date Filed</b>	03/24/2011
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	06/27/2025
<b>Event Effective Date</b>	NONE

### Principal Address

1923 MEARS PKWY  
MARGATE, FL 33063

### Mailing Address

1923 MEARS PKWY  
MARGATE, FL 33063

### Registered Agent Name & Address

SOUZA, JOSE MATEUS  
1923 MEARS PKWY  
MARGATE, FL 33063

Name Changed: 04/27/2021

Address Changed: 04/30/2012

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

CARLET, DELMA  
1923 MEARS PKWY  
MARGATE, FL 33063

Title MGR

SOUZA, JOSE MATEUS  
1923 MEARS PKWY  
MARGATE, FL 33063

Title MGR

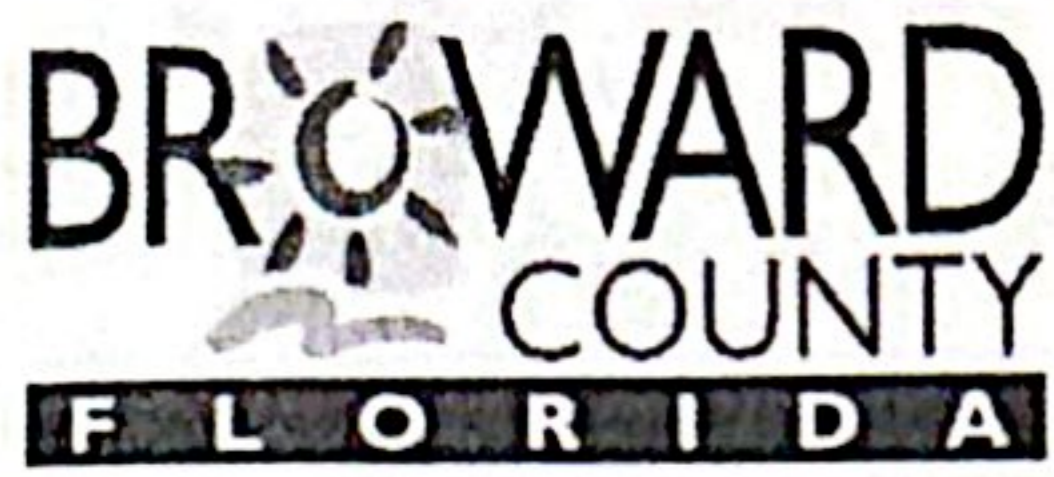
AGUILERA MAGALHAES, THALES  
1923 MEARS PKWY  
MARGATE, FL 33063

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2023	03/01/2023
2024	02/16/2024
2025	04/29/2025

**Document Images**

<a href="#">06/27/2025 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">04/29/2025 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/16/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/01/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/09/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/17/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/23/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/12/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/26/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/24/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/17/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/24/2011 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>



# Surface Water Management License Application

**ALL APPLICATIONS SHOULD BE SUBMITTED VIA ePERMITS**

Please consult Chapter 27, Broward County Code of Ordinances Section 27-199 (c) (2) for specific requirements needed to provide a complete application. Upon review of the application, additional information may be required. If you have questions regarding the application form or required information, please call 954-519-1483 or email [SWMlicense@broward.org](mailto:SWMlicense@broward.org) for assistance. Many projects also require approval by other State, Federal, and Local agencies.

**Type of License (check all that apply)**

- General     Conceptual     Conceptual Concurrent with DRI  
 SWM     SWM Modification to Permit No. \_\_\_\_\_

**Project Information**

Project Name: MSD Bakery  
 Project Address: 3240 Holiday Springs Boulevard  
 Land use type (residential, commercial, etc.): Commercial  
 Location: Section(s): 23 Township: 48S Range: 41E  
 BCPA Folio Number(s): 4841-23-03-0020  
 Project Acres: 0.63 Acres of Impervious: 0.30 Total Acres, per Survey: 0.63  
 Broward Affordable Housing Certification Reference No. (if applicable): \_\_\_\_\_  
 Broward Development and Environmental Review (DER) Application No. (if applicable): \_\_\_\_\_  
 Project Description (in general terms): Commercial building and associated parking

**Applicant (Entity Must Have Sufficient Real Property Interest)**

Name: MSD Bakery  
 Address: 1923 Mears Parkway  
 City: Margate State: FL Zip: 33063  
 Telephone: 305 469 7360 E-mail: Thales@EPICFOODS.US

**Property Owner (if Different or in addition to Applicant)**

Name: MSD BAKERY LLC (Thales Aguilera Magalhães)  
 Address: 1923 MEARS PARKWAY  
 City: MARGATE State: FL Zip: \_\_\_\_\_  
 Telephone: 305 469 7360 E-mail: \_\_\_\_\_

**Co-Applicant (if Different or in addition to Applicant)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Registered Professional Consultant**

Company: Last Devenport, Inc.

Address: 1860 Old Okeechobee Rd, Suite 504

City: West Palm Beach State: FL Zip: 33409

Engineer of Record: Ronald W. Last, P.E.

Telephone: 561-615-6567 E-mail: rlast@lastdevenport.com

**Operating and Maintenance Entity**

Name of Person, Entity, or Association: MSD Bakery LLC

Address: 1923 Mears Parkway

City: Margate State: FL Zip: 33063

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Signatures**

Owner/Agent Name (print): THALES ABUILERA MAGALHAES

Owner/Agent Signature: *Thales C. Magalhaes*

(If Agent - written authorization must be provided)

Save

Print

to apply:  
**ePermits**



**From:** [Surface Water Management License](#)  
**To:** [Sarah Ann Smith](#)  
**Subject:** This is an automatically generated email from ePermits #: 0000361210. Please do not respond.  
**Date:** Tuesday, April 21, 2026 10:03:36 AM

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You were identified as a related party to a Surface Water Management License application submitted through Broward County's ePermits system. To view the application log in to the ePermits system at <http://epermits.broward.org>.

Project Name: MSD Bakery  
ePermits #: 0000361210

If you have any questions, please contact us at (954) 519-1483.

# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (FINAL – FULLY PROTECTED)

This Temporary Construction Easement Agreement (“Agreement”) is made as of March 31<sup>st</sup>, 2026, by and between:

**MSD Bakery LLC, a Florida limited liability company, having its principal address at 3240 Holiday Springs Boulevard, Margate, Florida 33063 (“Grantee”);**

and

**The Vine International Ministries Inc, a Florida non-profit corporation, having its principal address at 8036 W Sample Road, Margate, Florida 33063 (“Grantor”).**

## 1. Recitals

A. Grantor is the owner of real property located in the City of Margate, Broward County, Florida (“Grantor Property”).

B. Grantee is performing permitted construction work, including curb modifications, driveway adjustments, and related site improvements (“Project”), as approved by the City of Margate.

C. Grantee requires temporary access to a strictly defined portion of the Grantor Property, as illustrated in Exhibit C.

## 2. Grant of Temporary Easement

Grantor hereby grants to Grantee a temporary, non-exclusive, revocable, and limited easement solely for construction access, staging, and activities strictly necessary to complete the Project.

Such access shall be strictly limited to the easement area described in Exhibit C. Any use outside this defined area is strictly prohibited without prior written consent from Grantor.

This Agreement does not grant possession, control, or any permanent interest in the property.

## 3. Term

This easement shall commence on the date of execution and shall remain in effect until the completion of the Project, as reasonably determined by Grantor, for a period not to exceed eighteen (18) months from the date of execution. Time is of the essence.

Grantor reserves the right to terminate this Agreement immediately upon:

- Delay beyond reasonable construction progress
- Misuse of the property
- Safety concerns
- Breach of any provision of this Agreement

## 4. Restoration

In the event the Project is not completed within eighteen (18) months and requires additional time, the parties may mutually agree to continue the use of the easement.

However, under no circumstances shall this Agreement remain in effect beyond a total period of two (2) years from the date of execution without a formal written extension signed by both parties.

## **5. Liability and Indemnification**

Grantee agrees that:

- a) All activities shall be limited strictly to those necessary for the approved Project
- b) No materials, debris, or equipment shall be stored outside the designated easement area
- c) The site shall be kept clean, organized, and safe at all times
- d) Work shall be conducted only during legally permitted construction hours
- e) No interference with Grantor's operations or access shall occur

## **6. Insurance**

Grantee shall restore the easement area to a condition equal to or better than its original condition, subject to Grantor's approval.

Restoration shall be completed within \_ days after completion of the Project.

Grantor reserves the right to inspect the work and require corrections if restoration is not satisfactory.

## **7. No Permanent Rights**

Grantee shall be fully responsible for any and all damages arising from its activities.

Grantee agrees to indemnify, defend, and hold harmless Grantor, its officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses, including attorney's fees, arising out of or related to:

- The Project
- Use of the easement
- Traffic, equipment, or vehicle operations within the property
- Acts or omissions of Grantee or its contractors

## **8. Governing Law**

Grantee shall be fully responsible for all contractors, subcontractors, employees, agents, and any third parties engaged in the Project.

Any act or omission by such parties shall be deemed an act or omission of the Grantee.

## **9. INSURANCE AND RESPONSIBILITY DISCLAIMER**

Grantee shall maintain, at its sole cost and expense, adequate insurance coverage in an amount sufficient to fully cover any and all damages, losses, claims, or liabilities arising from its operations, use of the easement, or execution of the Project.

Such insurance shall include, at a minimum, Commercial General Liability coverage, and shall name Grantor as an additional insured.

Proof of insurance must be provided prior to commencement of any work.

Under no circumstances shall Grantor be held liable or responsible for any damages, injuries, losses, or claims of any nature whatsoever arising from or related to the Project, the use of the easement, or any activities conducted by Grantee or its representatives.

Grantee acknowledges that all use of the easement is at its sole risk.

## **10. MAINTENANCE AND USE OF ACCESS PATH**

Grantee shall be fully responsible for the continuous maintenance, repair, and safety of any and all areas used for access, including but not limited to routes used by trucks, heavy equipment, or construction vehicles.

Grantee shall:

- Maintain all access paths in safe and usable condition at all times
- Repair any damage immediately upon occurrence
- Prevent deterioration caused by traffic or operations

Any damage, wear, or deterioration resulting from use of the property shall be the sole responsibility of Grantee and shall not be the responsibility of Grantor under any circumstances.

## **11. PRE-CONSTRUCTION CONDITION DOCUMENTATION**

Prior to commencement of any work, both parties shall conduct a joint inspection of the easement area, including photographic documentation, to establish baseline conditions.

## **12. NON-ASSIGNMENT**

This Agreement may not be assigned, transferred, or delegated without the prior written consent of Grantor.

## **13. DEFAULT**

In the event of breach by Grantee, Grantor may:

- Immediately terminate this Agreement
- Deny further access to the property
- Pursue all legal remedies available

## **14. NO PERMANENT RIGHTS**

This Agreement grants no permanent easement, lease, or property interest.

All rights granted herein are temporary and limited.

## **15. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida.

Any legal action shall be brought exclusively in Broward County, Florida.

## **16. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or agreements.

**EXHIBIT A – Legal Description of Parcel A**

**EXHIBIT B – Legal Description of Parcel B**

**EXHIBIT C – Survey / Sketch of Construction easement Area**

**EXHIBIT A**

**EXHIBIT B**

Property Summary	
Property ID:	484123030020
Property Owner(s):	MSD BAKERY LLC
Mailing Address:	1923 MEARS PKWY MARGATE, FL 33063 <a href="#">click here to update mailing address</a>
Property Address:	3240 HOLIDAY SPRINGS BOULEVARD MARGATE, 33063
Neighborhood:	
Property Use:	28-01 Parking lot
Millage Code:	1212
Adj. Bldg. S.F.:	0 Card/Permits
Bldg Under Air S.F.:	
Effective Year:	2005
Year Built:	2004
Units/Beds/Baths:	0//
Abbr. Legal Des.:	HOLIDAY SPRINGS VILLAGE SEC 3 80-25 B TR 6 LESS COMM AT NW COR TR 6 ELY ALG N/L 1253.38, SLY 110, SELY 124.23 TO PT ON ELY/L TR 6, SELY ARC DIST 236.03 TO P/T, CONT ON ELY/L 417.09, NWLY 98.84, WLY 352.26, SLY 172.81, SWLY 413.32, SLY 191.03, WLY 243.14, NLY ALG W/L TR 6 1222.89 TO POB & LESS PT DESC IN ORS 10553/522 & 11344/677, 11388/332, 16912/186

No Public Picture

Previous

Deputy Appraiser:	Alec Rosales
Property Appraiser Number:	954-357-6835
Property Appraiser Email:	commercialtrim@bc.pa.net

## EXHIBIT B

### Property Summary

**Property ID:** 484123030060

**Property Owner(s):** VINE INTERNATIONAL  
MINISTRIES INC

**Mailing Address:** 8036 W SAMPLE RD MARGATE, FL 33063  
[click here to update mailing address](#)

**Property Address:** 8036 W SAMPLE ROAD MARGATE, 33063

**Neighborhood:**

**Property Use:** 71-01 Churches

**Millage Code:** 1212

**Adj. Bldg. S.F.:** 8066 Card/Permits

**Bldg Under Air S.F.:**

**Effective Year:** 1980

**Year Built:** 1978

**Units/Beds/Baths:** 0 / /

**Abbr. Legal Des.:** HOLIDAY SPRINGS VILLAGE SEC 3 80-25 B POR OF TR 6 DESC AS COMM AT NWCOR TR 6,S 571 TO POB,E 547.14 TO P/C,SWLY 260.51,W 379.75 N 200.07 TO POB AKA:PAR I-1 & 14



• Previous

**Deputy Appraiser:** Alec Rosales

**Property Appraiser Number:** 954-357-6835

**Property Appraiser Email:** commercialtrim@bcpa.net



**IN WITNESS WHEREOF, the parties have executed this Agreement.**

MSD Bakery LLC

By: Jose Mateus Souza

Name: Jose Mateus Souza

Title: Authorized Representative

Vine International Ministries Inc

By: Marcio Alves

Name: Marcio Alves

Title: Authorized Representative

**NOTARY ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13 day of April, 2026  
by Jose Souza

Notary Public, State of Florida

Commission No.: HH436986

My Commission Expires: 09/12/2027

[Signature]

