
Subject: FW: My interpretation of the deed restriction

From: Tommy Ruzzano <truzzano@margatefl.com>
Sent: Tuesday, October 28, 2025 11:31 PM
To: CityAtty <cityatty@margatefl.com>; Cale Curtis <ccurtis@margatefl.com>; Jennifer Johnson <jjohnson@margatefl.com>; David N. Tolces <DTolces@wsh-law.com>
Subject: Fwd: My interpretation of the deed restriction

Not sure if you received this, can you make sure the other commissioners receive this as well.

Tommy Ruzzano

Sent from my iPhone

Begin forwarded message:

From: "Christopher Snyder, PA" <chrissnyderpa@gmail.com>
Date: October 28, 2025 at 2:31:07 PM EDT
To: Tommy Ruzzano <truzzano@margatefl.com>, Karen Casey-Robinson <kcrob22@aol.com>
Subject: Fwd: Fw: My interpretation of the deed restriction

see the Margate interpretation of the Declaration of Covenants below

----- Forwarded message -----

From: **Mario Imperatore** <marioftla@msn.com>
Date: Mon, Jan 29, 2018 at 5:48 PM
Subject: Fw: My interpretation of the deed restriction
To: chrissnyderpa@gmail.com <chrissnyderpa@gmail.com>

----- Original Message -----

From: [Eugene Steinfeld](#)
To: [Mario Imperatore](#)
Sent: Thursday, January 22, 2015 5:19 PM
Subject: RE: My interpretation of the deed restriction

Dear Mr. Imperatore,

You have asked me to research the Deed Restriction on the Carolina Golf Course Property and to determine if the restriction is for the whole property or just the area around the maintenance shed. Based upon this office's reading:

Paragraph A clarifies that the "Property" is as described in Exhibit "A". The legal description in Exhibit A is for the entire Carolina property.

Paragraph B clarifies that the "Contaminated Property" is the golf storage/maintenance facility area.

2.2 The "Contaminated Property" shall remain permanently covered.

2.3 The soil on the "Contaminated Property" shall remain permanently covered with two feet of clean and uncontaminated soil.

2.4 No contaminated soil shall be removed from the "Contaminated Property"

2.5 The "Property" shall be used as a golf course facility only and there shall be no recreational use, including parks.

Paragraph 6. The Declaration is binding until a release or other form of termination is executed by the Broward County Environmental Protection Department (EPD).

The text of the Deed Restriction, as well as the attached survey sketches and legal descriptions, make a clear delineation between the "Contaminated Property" and the "Property". As noted in the short summary above, the entire Property is restricted from any use other than as a golf course facility. On December 8, 2014, Joe Pace just spoke to Mr. Vandlandin of EPD and received confirmation that the **entire** property is restricted to only golf course facility use. Joe Pace advised he was going to contact an attorney to see about having it amended to allow other uses. He further advised he did not expect it to be a simple process and will contact us in the future if and when the deed restriction is amended to allow additional uses.

Unfortunately, we believe that this deed restriction was based on the arsenic from turf builder used throughout property. This is a common situation in South Florida golf courses and was an environmental issue that ended some time before the new millennium. The City did extensive research on how to do arsenic rehabilitation for golf courses with the Palm Lakes Golf Courses, in the mid-2000's. This was done in conjunction with a study by our Department of Environmental Services along with Florida Atlantic University. The remediation process for the 9 hole Palm Lakes Golf Course back in the 2000's amounted to almost a million dollars. Based upon the foregoing, it would seem that, at this time, unless the Environmental Protection Department deed restriction is lifted without remediation, utilizing the golf course would not be economically viable for the City of Margate.

Eugene M. Steinfeld, City Attorney

City of Margate

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Margate, FL 33063

(954)935-5316

cityatty@margatefl.com

From: Mario Imperatore [mailto:marioftla@msn.com]
Sent: Thursday, January 15, 2015 5:03 PM
To: Eugene Steinfeld
Subject: My interpretation of the deed restriction

PLEASE CALL IF YOU ARE STILL IN THE OFFICE OR GET THIS LATER REMOTELY

THANK YOU

From page one of the document. The document pertains to the maintenance building only which is fenced off and not open to the public. The public golf cart area near Mc Divot's is not affected. The only carts at the maintenance building are for use by groundskeepers, not for playing golf.

B. The facility name at the time of this Declaration is CAROLINA GOLF CLUB MAINTENANCE FACILITY (hereinafter "Contaminated Property"). The Contaminated Property, located on the east side of Pinewalk Drive, near the western portion of the Carolina County Club's 18-hole golf course, is part of the Property. The Contaminated Property is the golf cart storage/maintenance garage building for the Carolina Golf Club and the adjoining paved and unpaved areas comprising approximately 55,970 square feet.

A Phase I Environmental Site Assessment (ESA) Report, dated June 1999, was prepared for the Contaminated Property by Handex of Florida, Inc. (Handex). The Phase I ESA Report indicated that there were three areas of concern associated with the use of herbicides, pesticides, etc. at the Contaminated Property. These areas consisted of the following: a) the chemical mixing and loading area located near the southeast corner of the maintenance building; b) the equipment wash down area located near the southwest corner of the maintenance building; and c) the septic tank and drainfield area located southwest of the maintenance building. The Phase I ESA Report also indicated that the herbicides, pesticides, etc. were being discharged into the subsurface via the septic tank during the maintenance equipment wash down activities. Based upon these findings, Phase II ESA activities were conducted in the area of the maintenance building at the Contaminated Property during July 1999 and September 2000. The results of the Phase II ESA activities indicated that soil and groundwater in the vicinity of the equipment wash down area had been impacted by arsenic at concentrations that exceeded the Florida Department of Environmental Protection ("FDEP") soil cleanup target levels and the FDEP groundwater cleanup target levels. Based upon these results, a EPD EAR License No. 0651 was issued by the EPD to assess and cleanup the arsenic impacted soil and groundwater in the area of the maintenance building at the project site. On September 5, 2002, a Site Assessment Report (SAR), under the EAR License, was prepared for the Contaminated Property by Handex. The results of the SAR indicated the following:

From page two: The contaminated areas is the maintenance area only and has not migrated off site.

Upon its review of the SAR, the EPD issued a letter, dated October 11, 2002, requesting that additional soil and groundwater assessment be conducted to delineate the arsenic impacted soil and groundwater at the Contaminated Property. In response to EPD's October 11, 2002 letter request, DECLARANT'S agent, LandScience, Inc. conducted additional assessment activities and submitted its initial Site Assessment Report Addendum (SARA), dated May 29, 2003, and SARA No. 2, dated December 24, 2003, to the EPD. Upon their review of the SARA No. 2, the EPD issued a letter, dated February 27, 2004, requesting that a Natural Attenuation Monitoring (NAM) plan be implemented in accordance with Chapter 62-780.690(7), Florida Administrative Code (FAC) to monitor the arsenic impacted groundwater for a period of one year. The findings of the NAM and the previous site assessment activities had proven that the arsenic impacted groundwater is confined to the area of the maintenance facility, well within the golf course property boundaries, and had not migrated off-site. In addition, it did not appear that the arsenic impacted groundwater at the project site posed a threat to human health, public safety, or to the environment in the surrounding areas. The discharge of arsenic of the Contaminant Property that is described in Exhibit "B" is documented in the forgoing reports and correspondence that are incorporated by reference.

From page three: There is a good argument that "the property" is only the maintenance building as defined as the "contaminated area" on page one. I argue that the rest of the property has no deed restriction for use as a park or general recreation area.

2.4. No contaminated soil shall be removed from the Contaminated Property.

2.5. The Property shall be used as a golf course facility only and there shall be no agricultural use of the Property including forestry, fishing and mining; no hotels or lodging; no recreational use, other than as a golf course facility, including amusement parks, parks, camps, museums, zoos, or gardens ; no residential uses; and no educational uses such as elementary and secondary schools, or day care services. These prohibited uses are specifically defined by using the North American Industry Classification System, United States, 2002 (NAICS). Executive Office of the President, Office of Management and Budget. The prohibited uses by code are: Sector 11 Agriculture, Forestry, Fishing and Hunting; Subsection 212 Mining (except Oil and Gas); Code 512132 Drive-In Motion Picture Theaters; Code 51412 Libraries and Archives; Code 53111 Lessors of Residential Buildings and Dwellings; Subsector 611 Elementary and Secondary Schools; Subsector 623 Nursing and Residential Care Facilities; Subsection 624 Social Assistance; Subsector 711 Performing Arts, Spectator Sports and Related Industries; Subsection 712 Museums, Historical Sites, and Similar Institutions; Subsector 713 Amusement, Gambling, and Recreation Industries; Subsector 813 Religious, Grantmaking, Civic, Professional, and Similar Organizations; and Subsection 814 Private Households.

From page four: Joe Pace and J & D Golf properties do not have to make any deals with an outside holder of the restriction. J & D stands for Joe and Dale and they are still in control. They could change the restriction at any time for the cost of paperwork.

Signed, sealed and delivered
In the presence of:

Mark Bleier
Print Name: MARK BLEIER

Phyllis Taylor
Print Name: Phyllis Taylor

J&D GOLF PROPERTIES, LLC

BY: 

JOE PACE, Sole Managing Member
3011 ROCK ISLAND ROAD
MARGATE FL 33063

STATE OF FLORIDA
COUNTY OF BROWARD

April The foregoing instrument was acknowledged before me this 18 day of
April, 2008, by JOE PACE, as Sole Managing Member of J&D GOLF
PROPERTIES, LLC, a Florida limited liability company, on behalf of said company, who is
personally known by me or has produced _____
as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Linda Egan
Commission # DD763414
Expires: APR. 03, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Linda Egan
Notary Public - State of Florida
My Commission Expires:

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