



DEVELOPMENT SERVICES DEPARTMENT STAFF REPORT

Project Name: Waterside Landing

Applicant: Matthew H. Scott, Esquire, Greenspoon Marder, LLP, agent for Douglas Brawn, Margate Acquisition, LLC

Project Location: 5600 Lakeside Drive

BoA #: 25-400057

Application Type: Variance

I. RECOMMENDATION:

DENIAL

II. SUMMARY:

Margate Acquisition, LLC ("Applicant") has submitted a Variance application with the intent of repurposing an existing Long-Term Care Facility located at 5600 Lakeside Drive ("Subject Property") to low rise residential multifamily. Applicant requests permission to provide 131 fewer parking spaces than required by Code, and waive the requirement of the perimeter landscaping buffer, and waive the requirement of interior landscape islands. This application does not meet the criteria for granting a variance, therefore, Staff recommends denial.

III. ANALYSIS:

General

The subject property of this application consists of a portion of Parcel "A" of "LEMON TREE LAKE," according to the Plat thereof, as recorded in Plat Book 82, Page 16, of the public records of Broward County, Florida, in 1974. Broward County Property Appraiser ("BCPA") records indicate that the subject property was developed in 1988.

The subject property is generally located east of State Road 7, on the south side of Coconut Creek Parkway, at the termination of Lakeside Drive. It is +/- 7.284 acres in area and can further be identified by Folio number 484231060040.

Subject Property is located in the City Center CC zoning district, with an underlying land use designation of Activity Center, which is consistent with the Margate Comprehensive Plan. This property is not located within the Margate Community Residential Agency ("CRA") boundary, nor is it within Margate's Central Business District.

The table below identifies the zoning designations and brief descriptions of abutting developments:

ABUTTING	NAME	DEVELOPMENT TYPE	ZONING
North	Arium Coconut Creek Apts.	Multifamily, low-rise	CC
East	Lemon Tree Lake	City Drainage R-O-W	S-2
West (across canal)	Margate CRA Property	Vacant	CC
South (across canal)	ViewPoint Condominiums	Multifamily, low-rise	CC



[Subject Property – Current Condition, 2025 BCPA Aerial]

City of Margate records indicate that on December 4, 1985 the Margate City Commission approved a special exception use to permit a 177-bed Adult Congregate Living Facility (ACLF) on the property through Resolution 5629 (Exhibit A), as well as a subdivision resurvey through Resolution 5630 (Exhibit B). In 1991, the City Commission approved a modification to the special exception use to allow 67 beds within the facility to be used for an Assisted Living Facility (ALF) with the adoption of Resolution 6840 (Exhibit C). During the initial development process, the Board of Adjustment granted Variance 25-85 (Exhibit D) on November 14, 1985 to both the apartments to the north as well as the Subject Property, which allowed a reduction in the size of parking spaces from nine feet six inches in width down to nine feet. This variance was conditioned on the development providing additional landscaping within the parking area. In its current form, the Subject Property has 15 handicap parking spaces and 202 standard parking spaces, for a total of 217 parking spaces.

Staff held an informal meeting with Applicant to discuss plans for the Subject Property. When Applicant expressed intent to convert the use of the existing structure on Subject Property, Staff informed Applicant of the significant lack of onsite parking needed to support the proposed use. Applicant elected to proceed to the Board of Adjustment in an attempt to resolve the parking shortage, prior to filing a special exception application for the City Commission's consideration. If this application is approved by the Board, the Applicant will still be required to file separate applications for Special Exception and Site Plan.

Code Requirements

Section 40.705(I) of the Margate Unified Land Development Code ("ULDC") describes the minimum amount of required parking required for residential uses. For multiple-family dwellings developed after September 5, 2018, the ULDC requires a minimum of two parking spaces for each dwelling unit of two bedrooms or less, plus guest parking at a rate of 15%. Applicant proposes 174 units of two bedrooms or less, so this Section would require 401 parking spaces. The Subject Property is located within the City Center zoning district, so there are parking credits available in the Code. Section 40.554(K)5c ULDC provides for a 5% reduction in the amount of required parking. The total amount of parking required for this proposal is 381 parking spaces.

The application materials submitted reference Section 40.704(G) ULDC and request a 0' perimeter landscape buffer along the southern property line and a portion of the eastern property line. The referenced property lines abut Lemon Tree Lake to the east and a canal to the south. The referenced code section is applicable to instances where two private properties in the same class of zoning abut. In reviewing the definition of 'right-of-way' provided in Section 40.201 ULDC, it becomes clear that the subject property actually abuts public right-of-way along its east and south property lines. The definition of right-of-way, as it appears in this section, has been provided below.

"Right-of-way. Land reserved, used or to be used for a street, alley, walkway, drainage facility or other public purpose."

Subject Property abuts Lemon Tree Lake to the east, and a canal, to the south. Both water bodies are owned by the City of Margate, and both are used as drainage facilities, therefore, they meet the definition of 'right-of-way' as provided in Section 40.201 ULDC.

Section 40.704(F) ULDC describes applicable perimeter landscape buffer requirements when private property abuts right-of-way. This Section requires developed sites to provide a continuous landscape buffer not less than 10 feet in width along property lines that abut a right-of-way. The buffer must provide at least one shade tree for each 40 linear feet of frontage, with a continuous hedge, and the remaining areas of the buffer must be covered with additional shrubs, ground covers, and/or sod.

Section 40.704(H)1 ULDC requires interior landscaping features to be installed within the vehicular use area of a property. This section requires both terminal islands and interior islands of at least 11 feet in width and 18 feet in length, including curbs. Interior island are to be provided every 10 parking spaces in any given row of parking spaces.

Section 40.308(D)1 ULDC prohibits modifications to any nonconforming structure that would increase its nonconformity to the Code. The physical features of the subject property do not comply with

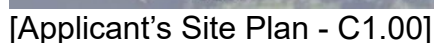
current regulations and are considered to be legally nonconforming. Provided that structure is used for a legal use, any expansion of a nonconforming structure must comply with current design criteria.

Applicant's Request

Staff found a number of inconsistencies between Applicant's Variance Narrative and Applicant's Site Plan, as follows:

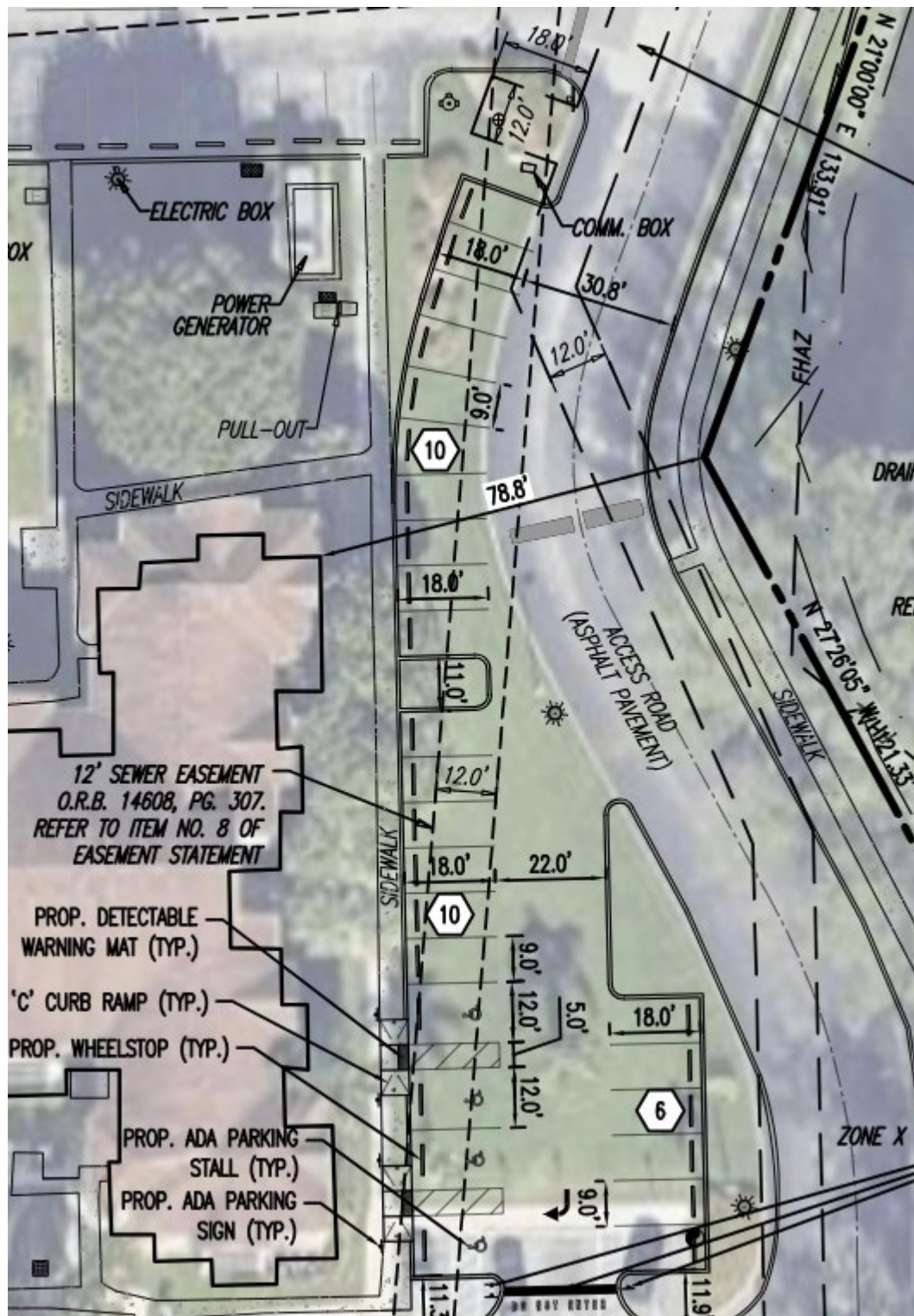
- Applicant's narrative references 174 dwelling units. The site plan references 173 dwellings.
- Applicant's narrative proposes 250 parking spaces. The site plan proposes 268 spaces.
- Applicant's narrative submitted with this application requests permission to waive the perimeter landscape buffer requirement, however, the conceptual site plan submitted with this application does not show a reduction or re-use of the perimeter land area.
- Applicant's narrative requests permission to waive the requirement of providing interior islands, however, the new parking areas and shown with interior islands.

The site plan was designed to create additional surface parking at the Subject Property. The additional parking depicted in this site plan appears to be code compliant, making variances for Sections 40.704(F), 40.704(H)1, and 40.308(D)1 ULDC unnecessary. However, the narrative provided with the application seeks relief from these sections. This site plan would create an additional 51 parking spaces for a total of 268, however, Applicant's narrative requests permission to provide 250 parking spaces. These numbers fall short either 113 or 131 parking spaces short of the required 381 spaces that are required for the proposed use 174 multifamily dwelling units of two bedrooms or less.

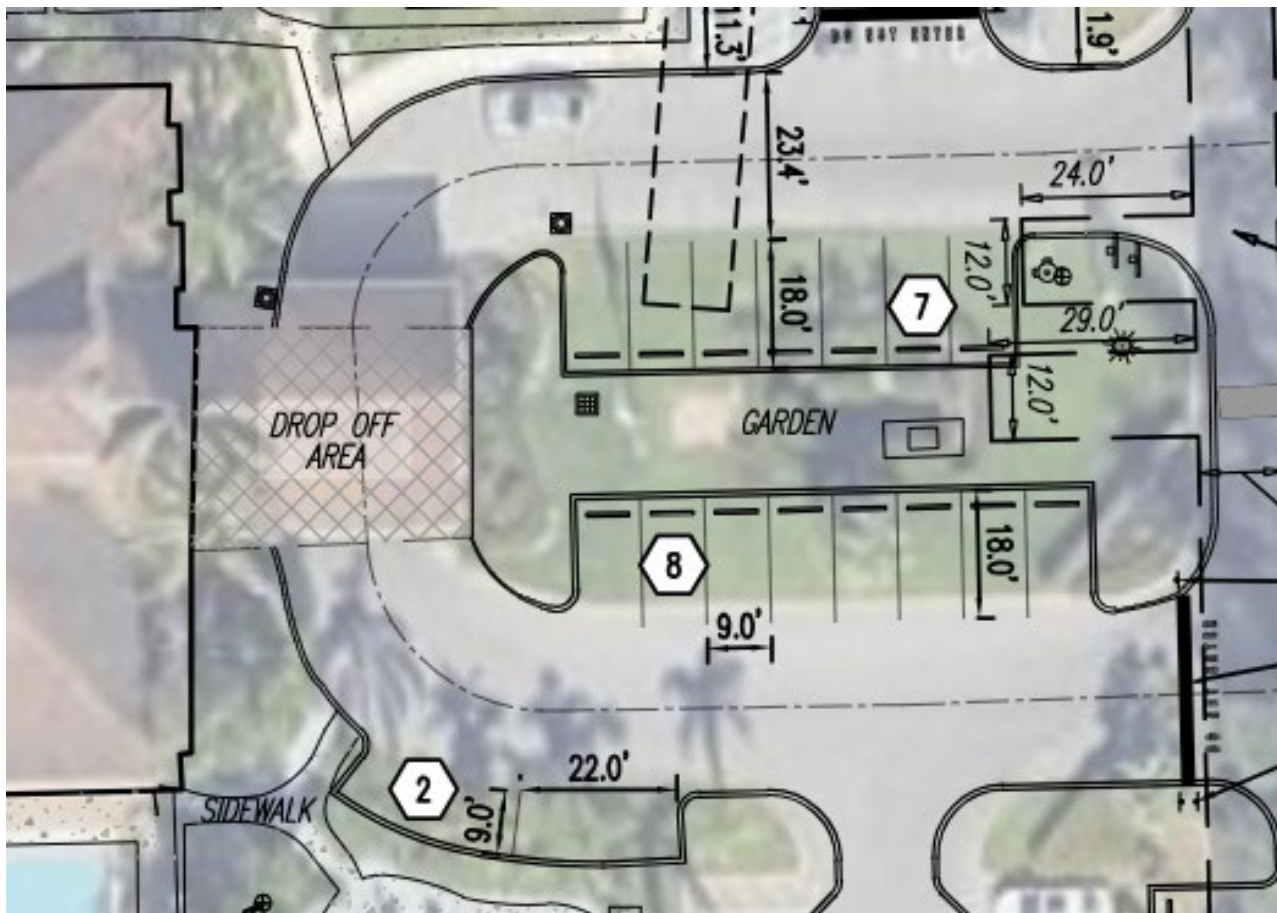


This concept proposes minimal improvements to the building, but rather a loss of landscaping, and an increase in pavement in order to change the use of the existing building. Paving over the landscaped areas is a contradiction to the conditions of the variance granted by the Board of Adjustment in 1985. In addition to the 273 linear feet of lost landscape buffer along the perimeter, there are a number of landscaped areas in the interior of Subject Property that Applicant proposes to pave for new parking areas. Site plan C1.00 helps to identify these areas, as the site plan is overlayed on to an aerial photograph of the Subject Property. The majority of these landscape areas are located on the east

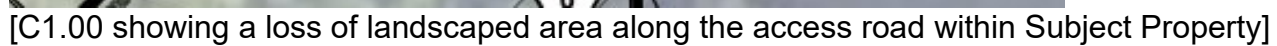
side of the property. Below are several images obtained from Applicant's submittal, showing these landscaped areas that Applicant proposes to pave if this variance is approved.



[C1.00 showing a loss of landscaped area along the access road within Subject Property]



[C1.00 showing a loss of landscaped area at the Main Entrance of Subject Property]



Process and Criteria

Section 40.323(E)2 ULDC provides the criteria that the Board of Adjustment must use to weigh each application for a variance. Immediately before listing the variance criteria that the Board of Adjustment must use, this Section states, “In exercising said powers and duties, they shall not grant a variance unless:” This report provides an analysis of the application for each criterion.

- a. “It shall be demonstrated that special conditions and circumstances exist which, if there is a literal and strict enforcement of the provisions of a zoning ordinance, would constitute a hardship or practical difficulty in the use of the property involved.”

→Where the ULDC refers to a “Hardship” in reference to a variance, it is meant that such a hardship would not allow any use of a property whatsoever. This property has been developed and operating as a long term care facility for over 30 years. The City Center offers a plethora of uses available, and the property is over seven acres in area, flat, and nearly a perfect rectangle. There are no special conditions or circumstances that create a legitimate hardship with the use of this property. There are meaningful opportunities to redevelop the property in a code compliant manner if the current use is no longer feasible.

- b. “Owner’s preference or economic disadvantage does not constitute a hardship. A self-created hardship does not constitute grounds for a variance.”

→This application represents the Applicant’s preference rather than a code compliant use of the property. The Applicant asking to bring a new use of the property without redeveloping or making a significant investment in it to accommodate the new use is a self-created hardship. If preserving and using the existing building on the property was a priority, Applicant could make interior modifications to suit the attributes of the property. If available parking is the limiting factor in changing the use, the building could be modified to provide fewer, but larger apartments. For example, if Applicant proposed to convert the building to multifamily consisting of 60 two-bedroom apartments and 26 three-bedroom apartments, then the existing 217 parking spaces would be sufficient. If the parking area was modified to increase total to 268, as depicted on Applicant’s site plan, the building could be modified to provide 70 two-bedroom units and 35 three-bedroom units. Again, this points to Applicant’s preference or economic disadvantage, which does not constitute grounds for a variance.

- c. “No nonconforming use of neighboring lands, structures or buildings in the same district, and no permitted use of lands, structures, or buildings in other districts shall be considered grounds for a variance.”

→In the justification statement provided, Applicant speaks to a stretch of approximately 122 feet along the south property of Subject Property, noting that a perimeter landscape strip was not provided along all of the southern property line. This criterion specifically states that the nonconforming use of land and structures shall not be grounds for a variance.

- d. “It shall be demonstrated that special conditions and circumstances exist which are peculiar to the land or structure involved, and which are not applicable to other land or structures located in the same district.”

→The Subject Property is over seven acres in area, flat, and nearly a perfect rectangle. The only peculiarity for this property is that it does not front a public street. The Subject Property has access to Coconut Creek Parkway to the north through an ingress-egress easement (Exhibit E) recorded on the abutting apartment complex. This feature does not affect the ability to provide adequate parking and landscaping for any potential use of the property. There are no special conditions or circumstances that are peculiar to this property, and which are not applicable to other land or structures located in the same district, that would warrant this variance. Applicant has elected to pursue a variance rather than modify the property and structure to suit the proposed use.

- e. “The Board shall find that the granting of the variance will not be contrary to the public interest or the general purpose sought to be accomplished by the zoning ordinances, is the minimum variance possible to make reasonable use of the land or structure, and shall not constitute that granting of a special privilege.”

→Section 40.101 ULDC provides statements of purpose and intent of the zoning ordinances. In part, this Section states that the purpose is to discourage haphazard development, and to protect the health, safety and general welfare of the residents of the City. If a residential development is haphazardly approved with insufficient parking, this creates the potential to negatively impact adjacent areas. Access to this property is provided through an existing apartment complex to the north. If this property is approved with insufficient parking, this will likely create a nuisance to the adjacent apartment complex.

A variance is not necessary to make reasonable use of the land or structure. If the Board grants this variance, it could be construed as granting a special privilege because all other recent residential developments subject to these requirements have complied.

Conclusion

Staff recommends denial of this application because it does not satisfy the required criteria established in Section 40.323(E)2 ULDC.



Andrew Pinney, AICP
Senior Planner
Development Services Department
City of Margate

STAFF REPORT EXHIBITS

- Exhibit A: Resolution 5629 – December 4, 1985
- Exhibit B: Resolution 5630 – December 4, 1985
- Exhibit C: Resolution 6840 – May 22, 1991
- Exhibit D: Variance 25-85 – November 14, 1985
- Exhibit E: Access Easement – November 25, 1985
- Exhibit F: Zoning Map

Exhibit A: Resolution 5629 – December 4, 1985

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 5629

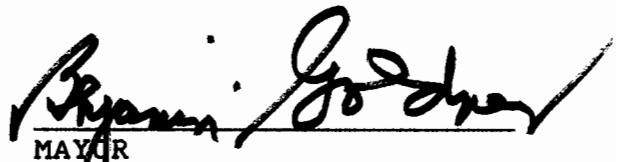
A RESOLUTION OF THE CITY OF MARGATE, FLORIDA,
GRANTING SPECIAL EXCEPTION FOR MARGATE
CONGREGATE LIVING CENTER (177 UNIT ADULT
CONGREGATE LIVING FACILITY) - PORTION OF
PARCEL "A", LEMON TREE LAKE.

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

SECTION 1: That the City Commission of the City of
Margate, Florida hereby grants a special exception to MARGATE
RETIREMENT CENTER (177 unit adult congregate living facility) -
portion of Parcel "A", Lemon Tree Lake.

SECTION 2: That this Resolution shall become
effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 4th day of December, 1985.


MAYOR

ATTEST:


CITY CLERK

RECORD OF VOTE

Donohue Aye

Varsallone Aye

Anton Aye

Weisinger Aye

Goldner Aye

Exhibit B: Resolution 5630 – December 4, 1985

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 5630

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA,
APPROVING SUBDIVISION RESURVEY FOR A PORTION
OF PARCEL "A", LEMON TREE LAKE - DANIEL
CARNAHAN CONSULTING ENGINEERS, INC., PETITIONER.

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

SECTION 1: That the City Commission of the City of
Margate, Florida, hereby approves the subdivision resurvey for a
portion of Parcel "A", Lemon Tree Lake - Daniel Carnahan
Consulting Engineers, Inc., Petitioner.

SECTION 2: That the proper city officials are hereby
authorized and directed to record the above subdivision resurvey
plan.

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

PASSED, ADOPTED AND APPROVED THIS 4th day of December, 1985.


MAYOR

ATTEST:


CITY CLERK

RECORD OF VOTE

Donohue	<u>Aye</u>
Varsallone	<u>No</u>
Anton	<u>Aye</u>
Weisinger	<u>Aye</u>
Goldner	<u>Aye</u>

85440395

GRANT OF EASEMENT

THIS EASEMENT (the "Easement"), is made this 29th day of November, 1985, by MARGATE INVESTMENTS, a Texas general partnership and MARGATE APARTMENTS JOINT VENTURE, a Texas joint venture (collectively referred to as "Grantor") in favor of the CITY OF MARGATE, Florida ("Grantee").

R E C I T A L S

A. MARGATE APARTMENTS JOINT VENTURE, a Texas joint venture ("Apartments") is the owner of fee simple title to the real property situate in Broward County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("Parcel A");

B. MARGATE INVESTMENTS, a Texas general partnership ("Investments") is the owner of fee simple title to certain other real property situate in Broward County, Florida more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof ("Parcel B");

C. Grantor has agreed to grant to Grantee a perpetual and non-exclusive easement for maintenance of a canal over, across and under those portions of Parcels A and B as owned by Apartments and Investments, respectively as more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof (the "Easement Area").

NOW THEREFORE, Grantor for and on behalf of itself, its successors-in-interest and assigns does hereby grant, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and adequacy of which is hereby acknowledged the following Easement:

1. Easement. Subject to the conditions set forth in this Easement, Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee an easement for maintenance of a canal over, across and under the Easement Area for the use by Grantee and its successors, assigns, lessees, guests and invitees. The grant by Apartments and Investments hereunder shall be as those portions of the Easement Area owned by Apartments and Investments, respectively.

2. Perpetual, Nonexclusive Easement. The Easement created hereunder shall be nonexclusive and perpetual for the limited purposes set forth herein and subject to all the terms and conditions of this Easement Agreement. Accordingly, this Easement is not exclusive of other uses of Grantor or any of its successors or assigns which do not unreasonably interfere with the rights herein granted, including, but not limited to, utility lines and roadways. Grantor reserves the right to grant to third parties easements over, across and under the Easement Area.

3. Improvements. Apartments shall make the improvements necessary for utilization of the Easement Area and shall pay the entire cost of improvements so made without contribution from the Grantee. Accordingly, Investments hereby grants to Apartments an easement for ingress and egress over, across and under that portion of the Easement Area owned by Investments for the purpose of constructing the improvements on the Easement Area.

4. Maintenance. Apartments shall have the sole obligation to repair and maintain that portion of the Easement Area lying in

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CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33053

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Parcel A, and Investments shall have the sole obligation to repair and maintain that portion of the Easement Area lying in Parcel B.

5. Binding Effect. It is specifically intended by this Easement that the rights, benefits and obligations hereunder shall inure to the benefit of Grantee and its respective lessees, guests and invitees.

6. Modification of Easement. There are no other agreements or promises by the Grantor except as specifically set forth herein.

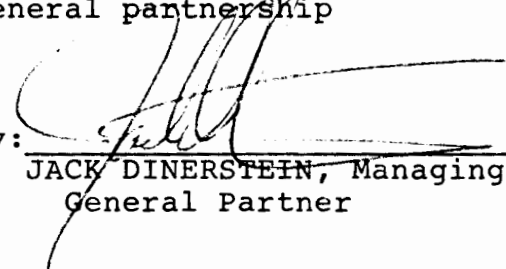
7. Effective Date. This Easement shall have an effective date as of the date that the Grantor executes this Easement.

IN WITNESS WHEREOF, the Grantor has executed this Easement the day, month and year first above written.

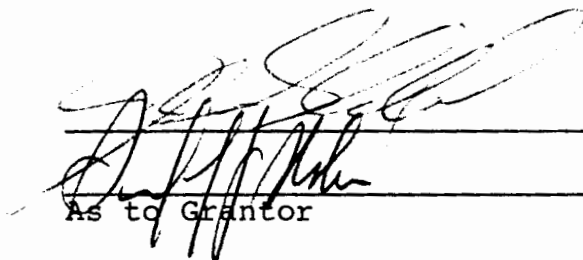
Signed, sealed and delivered
in the presence of:

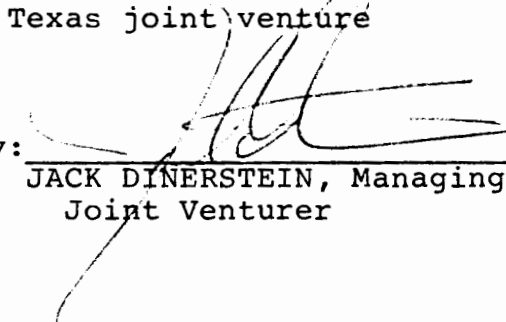
MARGATE INVESTMENTS, a Texas
general partnership


As to Grantor

By: 
JACK DINERSTEIN, Managing
General Partner

MARGATE APARTMENTS JOINT VENTURE,
a Texas joint venture



As to Grantor

By: 
JACK DINERSTEIN, Managing
Joint Venturer

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 29th day of NOVEMBER, 1985 by JACK DINERSTEIN, Managing General Partner of MARGATE INVESTMENTS, a Texas general partnership, on behalf of the partnership.

(SEAL)


NOTARY PUBLIC

My Commission Expires: July 25, 1987

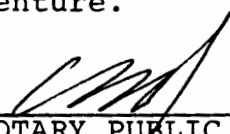
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CITY CLERK
CITY OF MARGATE
5790 MARGATE BLVD.
MARGATE, FL 33063

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 29th day of NOVEMBER, 1985 by JACK DINERSTEIN, Managing Joint Venturer of MARGATE APARTMENTS JOINT VENTURE, a Texas joint venture, on behalf of the joint venture.

(SEAL)



NOTARY PUBLIC

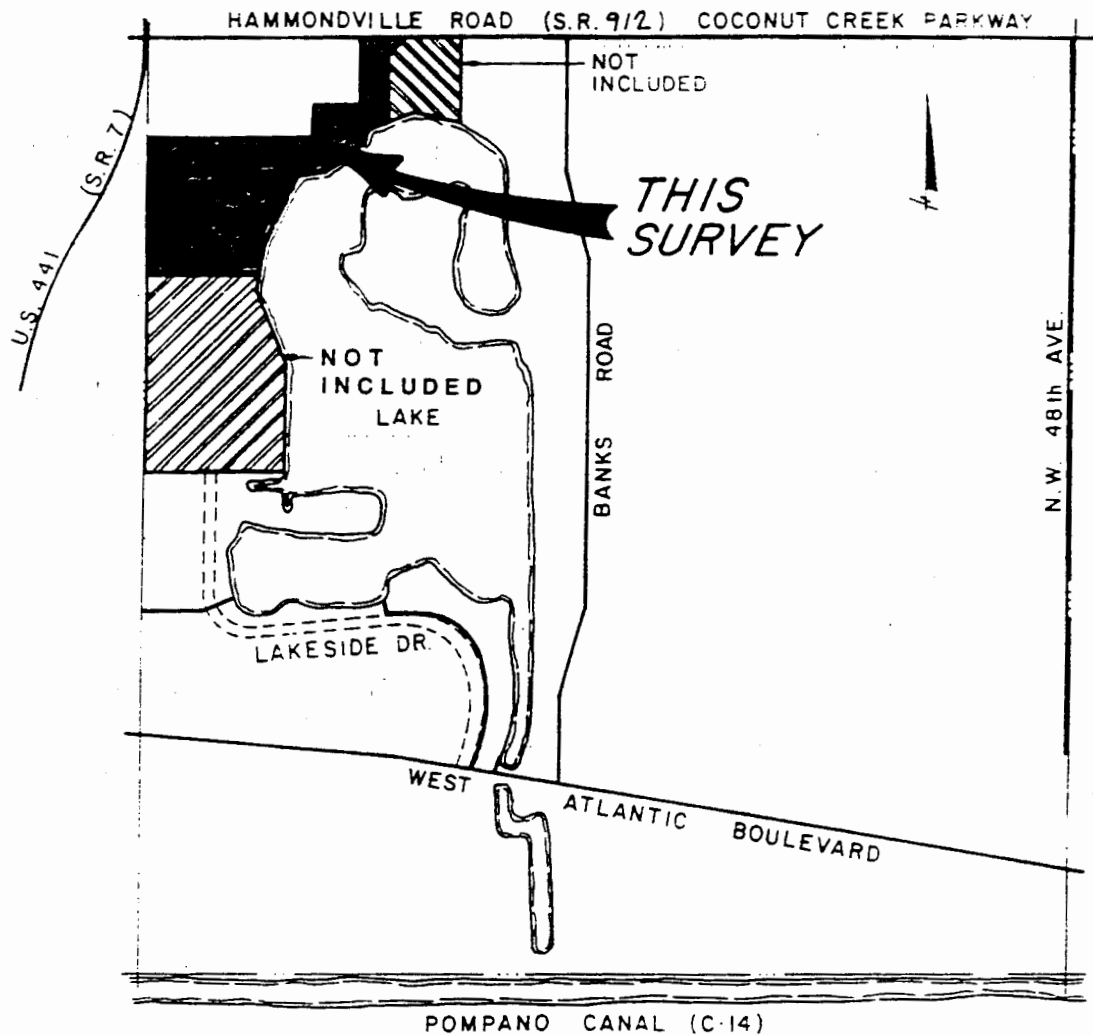
My Commission Expires: July 25, 1987

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CBC13b
11/27/85

RETURN TO:
CITY CLERK
CITY OF MARGATE
5750 MARGATE BLVD.
MARGATE, FL 32051

EXHIBIT "A"
("PARCEL A")



LOCATION MAP
SECTION 36-48-42 (N.T.S.)

LEGAL DESCRIPTION:

A PORTION OF PARCEL "A", "LEMON TREE LAKE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL "A", LYING NORTH OF THE NORTH LINE OF THAT CERTAIN EASEMENT FOR DRAINAGE, UTILITIES AND INGRESS AND EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 4507, PAGE 685, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS SHOWN ON SAID PLAT OF "LEMON TREE LAKE".

LESS AND EXCEPT:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE S.00°10'40"E., ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 465.24 FEET; THENCE N.80°30'00"W., A DISTANCE OF 301.06 FEET; THENCE S.66°00'00"W., A DISTANCE OF 119.97 FEET; THENCE N.02°12'41"W., A DISTANCE OF 388.38 FEET; THENCE N.41°45'33"E., A DISTANCE OF 100.76 FEET; THENCE N.89°49'20"E., ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 352.97 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL "A" AND THE NORTHERLY LINE OF SAID CERTAIN EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4507, PAGE 685, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE N.88°44'58"E., ALONG SAID NORTHERLY LINE A DISTANCE OF 438.84 FEET; THENCE N.00°18'38"W., A DISTANCE OF 504.71 FEET; THENCE N.27°28'37"W., A DISTANCE OF 121.37 FEET; THENCE N.21°00'00"E., A DISTANCE OF 133.91 FEET; THENCE N.90°00'00"W., A DISTANCE OF 427.99 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID PARCEL "A"; THENCE S.00°00'00"W., ALONG SAID WESTERLY LINE A DISTANCE OF 746.97 FEET TO THE POINT OF BEGINNING.

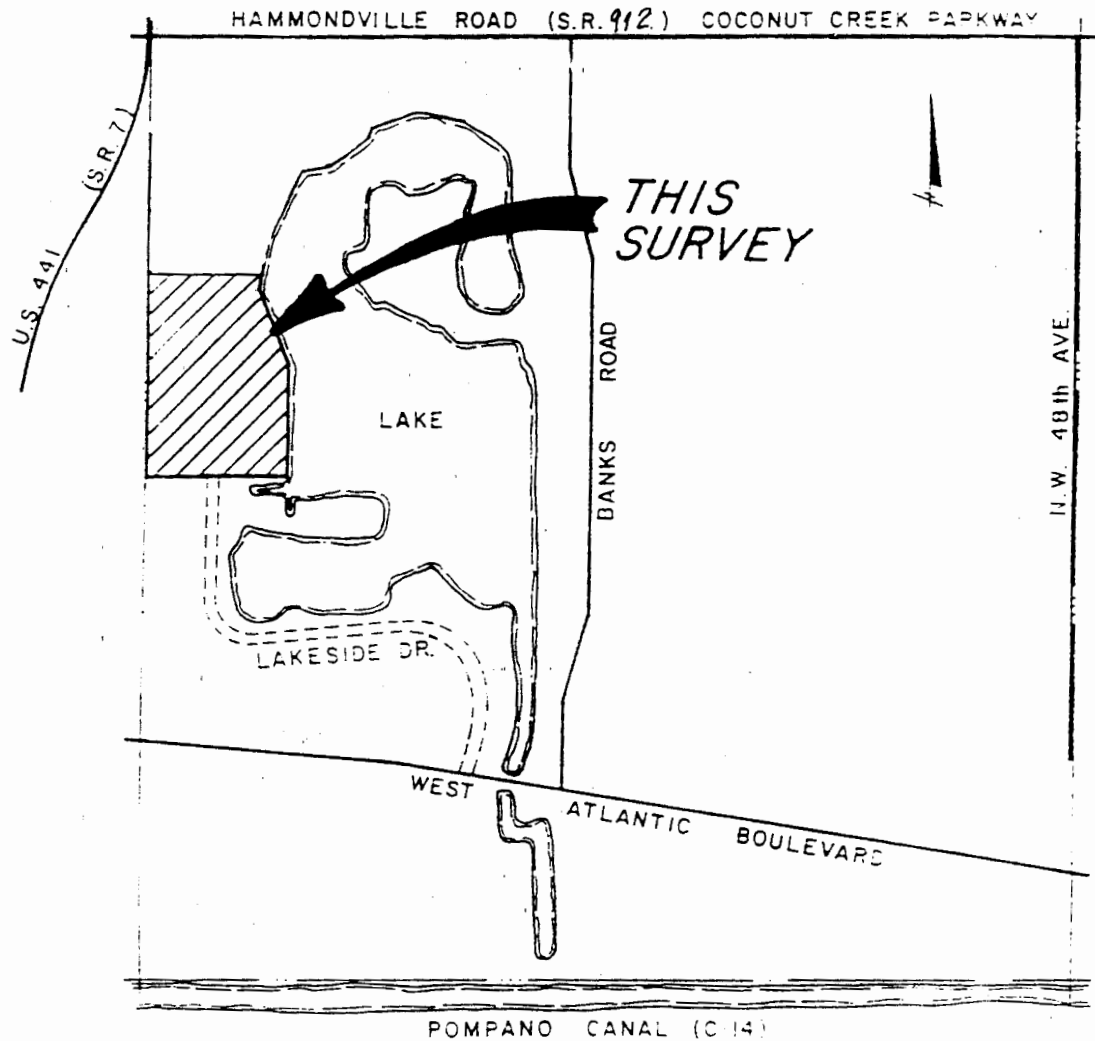
SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY,

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CITY CLERK
CITY OF MARGATE
5700 MARGATE CIRC.
MARGATE, FL 33063

EXHIBIT "B"

("PARCEL B")



LOCATION MAP

SECTION 36-48-42 (N.T.S.)

LEGAL DESCRIPTION:

A PORTION OF PARCEL "A", "LEMON TREE LAKE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL "A" AND THE NORTHERLY LINE OF THAT CERTAIN EASEMENT FOR DRAINAGE, UTILITIES AND INGRESS AND EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 4507, PAGE 685, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS SHOWN ON SAID PLAT OF "LEMON TREE LAKE"; THENCE N.88°44'58" E., ALONG SAID NORTHERLY LINE A DISTANCE OF 438.84 FEET; THENCE N.00°18'38"W., A DISTANCE OF 504.71 FEET; THENCE N.27°28'37"W., A DISTANCE OF 121.37 FEET; THENCE N.21°00'00"E., A DISTANCE OF 133.91 FEET; THENCE N.90°00'00"W., A DISTANCE OF 427.99 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID PARCEL "A"; THENCE S.00°00'00"W., ALONG SAID WESTERLY LINE A DISTANCE OF 746.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND CONTAINING 7.284 ACRES, MORE OR LESS.

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CITY CLERK
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MARGATE, FL 33050

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.

CONSULTING ENGINEERS LAND SURVEYORS
LAND DEVELOPMENT CONSULTANTS

6191 W. ATLANTIC BLVD. MARGATE, FL. 33063 305-972-3959

SKETCH AND LEGAL DESCRIPTION

OF A 20.00 FOOT CANAL MAINTENANCE EASEMENT

A 20.00 FOOT CANAL MAINTENANCE EASEMENT LYING WITHIN PARCEL "A", OF THE PLAT ENTITLED "LEMON TREE LAKE", AS RECORDED IN PLAT BOOK 82, AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 01°27'05" EAST, A DISTANCE OF 329.00 FEET; THENCE SOUTH 88°32'55" EAST, A DISTANCE OF 223.53 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 369.85 FEET (THE LAST THREE DESCRIBED COURSES BEING COINCIDENT WITH A WESTERLY, NORTHERLY AND WESTERLY BOUNDARY LINE OF THE SAID PARCEL "A") TO THE POINT OF BEGINNING. SAID POINT LYING ON THE NORTHERLY LINE OF AN EASEMENT FOR DRAINAGE UTILITIES AND INGRESS AND EGRESS, AS RECORDED IN O.R. BOOK 4507, AT PAGE 685 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 88°44'58" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 438.84 FEET TO A POINT LYING ON THE EASTERLY LINE OF SAID PARCEL "A"; THENCE NORTH 00°18'38" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°44'58" WEST, A DISTANCE OF 418.72 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 1331.59 FEET TO A POINT LYING ON A NORTHERLY LINE OF SAID PARCEL "A"; THENCE SOUTH 89°49'20" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 20.00 FEET TO A POINT LYING ON A WESTERLY LINE OF SAID PARCEL "A"; THENCE SOUTH 00°00'00" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 1351.97 FEET TO THE POINT OF BEGINNING (BEARINGS ARE BASED ON RECORD PLAT).

SAID LANDS SITUATE IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA.

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REC

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

SCALE:

UPDATES and/or REVISIONS	DATE	BY	CK'D

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN SEPTEMBER 1981, AND THAT SAID SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

- NOTES:
- 1.) REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
 - 2.) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.
 - 3.) DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

LARRY BIRMINGHAM
REGISTERED LAND SURVEYOR NO. 4020
STATE OF FLORIDA

SKETCH OF 20' CANAL MAINTENANCE EASEMENT TO ACCOMPANY LEGAL DESCRIPTION

S.89° 49' 20" W.
20.00'

N'LY LINE PARCEL "A"

1351.97'

1331.59'

S.00° 00' 00" W.

N.00° 00' 00" E.

W'LY LINE PARCEL "A"

P.O.B.

S.88° 44' 58" W.

418.72'

N.88° 44' 58" E. 438.84'

N'LY LINE
PARCEL "A"

S.88° 32' 55" E.

223.53'

N.00° 00' 00" E.

369.85'

P.O.C.

MOST S.W. COR.
PARCEL "A"

N'LY LINE DRAINAGE AND
INGRESS AND EGRESS ESM'T
(O.R.B. 4507, PG.685, P.R.B.C.)

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

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA

F. T. JOHNSON

SCALE: 1" : 50'

SHEET 2 OF 2

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.
CONSULTING ENGINEERS LAND SURVEYORS
LAND DEVELOPMENT CONSULTANTS

6191 W. ATLANTIC BLVD.

MARGATE, FL. 33063

305-972-3959

JOB NO. 8505013

DATE 10-18-85

DRAWN

LB

CHECKED

JL

FB/PG

REC 15071 PAUSE 113

85440396

GRANT OF EASEMENT

THIS EASEMENT (the "Easement"), is made this 29th day of November, 1985, by MARGATE APARTMENTS JOINT VENTURE, a Texas joint venture ("Grantor") in favor of the CITY OF MARGATE, Florida ("Grantee").

R E C I T A L S

A. The Grantor is the owner of fee simple title to the real property situate in Broward County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("Parcel A"); and

B. Grantor has agreed to grant to Grantee a perpetual and non-exclusive utility easement over, across and under a portion of Parcel A, as more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Easement Area").

NOW THEREFORE, Grantor for and on behalf of itself, its successors-in-interest and assigns does hereby grant, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and adequacy of which is hereby acknowledged the following Easement:

1. Easement. Subject to the conditions set forth in this Easement, Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a utility easement over, across and under the Easement Area for the use by Grantee and its successors, assigns, lessees, guests and invitees.

2. Perpetual, Nonexclusive Easement. The Easement created hereunder shall be nonexclusive and perpetual for the limited purposes set forth herein and subject to all the terms and conditions of this Easement Agreement. Accordingly, this Easement is not exclusive of other uses of Grantor or any of its successors or assigns which do not unreasonably interfere with the rights herein granted, including, but not limited to utility lines and roadways. Grantor reserves the right to grant to third parties easements over, across and under the Easement Area.

3. Improvements. The Grantor shall make the improvements necessary for utilization of the Easement Area, and the Grantor shall pay the entire cost of improvements so made without contribution from the Grantee.

4. Maintenance. Grantee shall have the sole obligation to repair and maintain the Easement Area as improved and pay all costs incident thereto.

5. Binding Effect. It is specifically intended by this Easement that the rights, benefits and obligations hereunder shall inure to the benefit of Grantee, and its respective lessees, guests and invitees.

6. Modification of Easement. There are no other agreements or promises by the Grantor except as specifically set forth herein.

RETURN TO:
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CITY OF MARGATE
5700 MARGATE BLVD.
MARGATE, FL 32053

DEC 27 11 49 AM '85

OFF 13071 PAGE 114

17/31

7. Effective Date. This Easement shall have an effective date as of the date that the Grantor executes this Easement.

IN WITNESS WHEREOF, the Grantor has executed this Easement the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

MARGATE APARTMENTS JOINT VENTURE,
a Texas joint venture

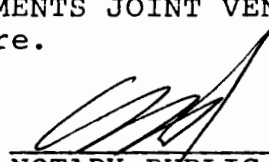

As to Grantor

By: 
JACK DINERSTEIN, Managing
Joint Venturer

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 29th day of NOVEMBER, 1985 by JACK DINERSTEIN, Managing Joint Venturer of MARGATE APARTMENTS JOINT VENTURE, a Texas joint venture, on behalf of the venture.

(SEAL)


NOTARY PUBLIC

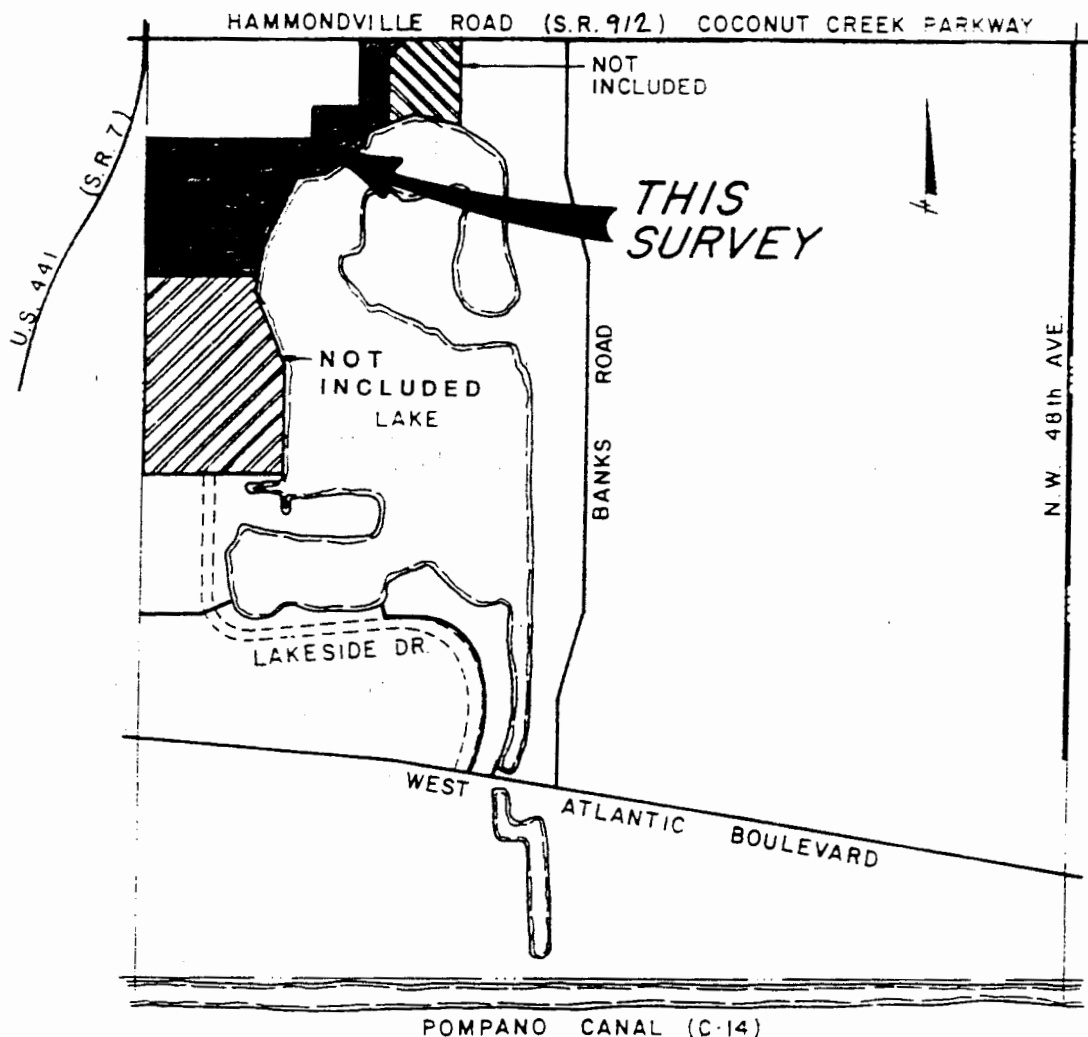
My Commission Expires: July 25, 1987

CBC13a
11/27/85

RETURN TO:
CITY CLERK
CITY OF MARGATE
5700 MARGATE BLVD.
MARGATE, FL 32053

OFF 13071 PAGE 115
REC 1

EXHIBIT "A"
("PARCEL A")



LOCATION MAP
SECTION 36-48-42 (N.T.S.)

LEGAL DESCRIPTION:

A PORTION OF PARCEL "A", "LEMON TREE LAKE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL "A", LYING NORTH OF THE NORTH LINE OF THAT CERTAIN EASEMENT FOR DRAINAGE, UTILITIES AND INGRESS AND EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 4507, PAGE 685, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS SHOWN ON SAID PLAT OF "LEMON TREE LAKE".

LESS AND EXCEPT:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE S.00°10'40"E., ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 465.24 FEET; THENCE N.80°30'00"W., A DISTANCE OF 301.06 FEET; THENCE S.66°00'00"W., A DISTANCE OF 119.97 FEET; THENCE N.02°12'41"W., A DISTANCE OF 388.38 FEET; THENCE N.41°45'33"E., A DISTANCE OF 100.76 FEET; THENCE N.89°49'20"E., ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 352.97 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL "A" AND THE NORTHERLY LINE OF SAID CERTAIN EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4507, PAGE 685, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE N.88°44'58"E., ALONG SAID NORTHERLY LINE A DISTANCE OF 438.84 FEET; THENCE N.00°18'38"W., A DISTANCE OF 504.71 FEET; THENCE N.27°28'37"W., A DISTANCE OF 121.37 FEET; THENCE N.21°00'00"E., A DISTANCE OF 133.91 FEET; THENCE N.90°00'00"W., A DISTANCE OF 427.99 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID PARCEL "A"; THENCE S.00°00'00"W., ALONG SAID WESTERLY LINE A DISTANCE OF 746.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY,

OFF 13071 PAGE 116

RETURN TO:
CITY CLERK
CITY OF MARGATE
5700 MARGATE BL.
MARGATE, FL 33063

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.

CONSULTING ENGINEERS LAND SURVEYORS

LAND DEVELOPMENT CONSULTANTS

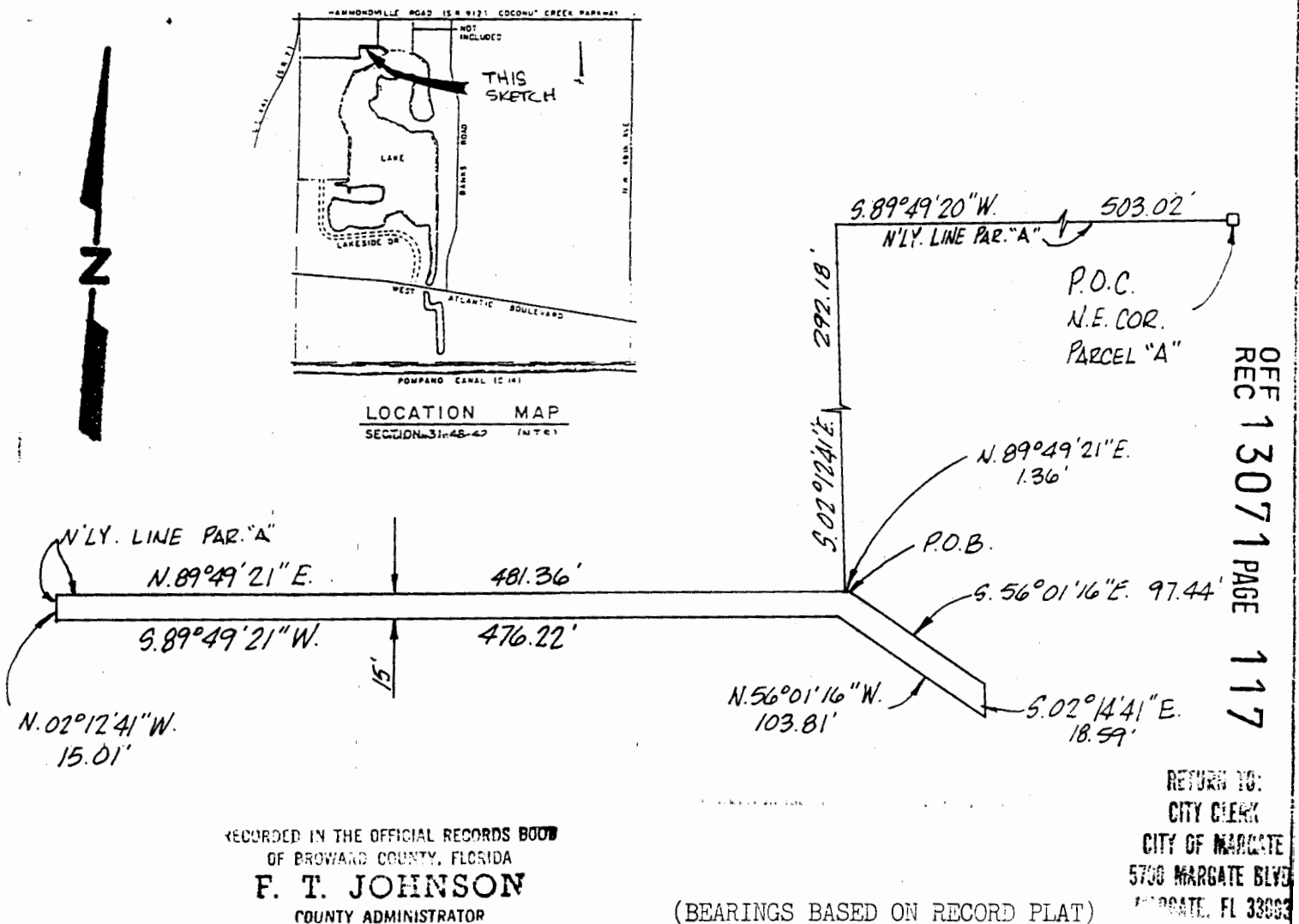
6191 W. ATLANTIC BLVD. MARGATE, FL. 33063 305-972-3959

SKETCH AND LEGAL DESCRIPTION OF A
15.00 FOOT UTILITY EASEMENT

A 15.00 FOOT UTILITY EASEMENT LYING WITHIN PARCEL "A" OF THE PLAT ENTITLED "LEMON TREE LAKE", AS RECORDED IN PLAT BOOK 82, AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (N.E.) CORNER OF SAID PARCEL "A"; THENCE SOUTH $89^{\circ}49'20''$ WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL "A", A DISTANCE OF 503.02 FEET; THENCE SOUTH $02^{\circ}12'41''$ EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 292.18 FEET; THENCE NORTH $89^{\circ}49'21''$ EAST A DISTANCE OF 1.36 FEET TO THE POINT OF BEGINNING OF SAID UTILITY EASEMENT; THENCE SOUTH $56^{\circ}01'16''$ EAST, A DISTANCE OF 97.44 FEET; THENCE SOUTH $02^{\circ}12'41''$ EAST, A DISTANCE OF 18.59 FEET; THENCE NORTH $56^{\circ}01'16''$ WEST, A DISTANCE OF 103.81 FEET; THENCE SOUTH $89^{\circ}49'21''$ WEST ALONG A LINE 15.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SAID NORTHERLY LINE A DISTANCE OF 476.22 FEET TO A POINT LYING ON SAID LINE; THENCE NORTH $02^{\circ}12'41''$ WEST A DISTANCE OF 15.01 FEET; THENCE NORTH $89^{\circ}49'21''$ EAST ALONG SAID NORTHERLY LINE A DISTANCE OF 481.36 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA.



SCALE: 1"=100'

UPDATES and/or REVISIONS	DATE	BY	CK'D

NOTES:

- 1.) REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
- 2.) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.
- 3.) DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON, OF THE ABOVE DESCRIBED PROPERTY CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN SEPTEMBER 1981, AND THAT SAID SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JAMES P. CARNAHAN
REGISTERED LAND SURVEYOR #3952
STATE OF FLORIDA

Exhibit C: Resolution 6840 – May 22, 1991

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 6840

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA,
APPROVING SPECIAL EXCEPTION USE FOR 67 BED
ASSISTED LIVING A.C.L.F. AT THE REGENCY
RETIREMENT CENTER (PORTION OF PARCEL "A",
LEMON TREE LAKE).

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

SECTION 1: That the City Commission of the City of
Margate, Florida hereby approves a special exception use for 67
bed assisted living A.C.L.F. at the Regency Retirement Center
(Portion of Parcel A, Lemon Tree Lake).

SECTION 2: That the site development plan is hereby
approved, copy of which is on file in the Office of the City
Clerk, Margate, Florida.

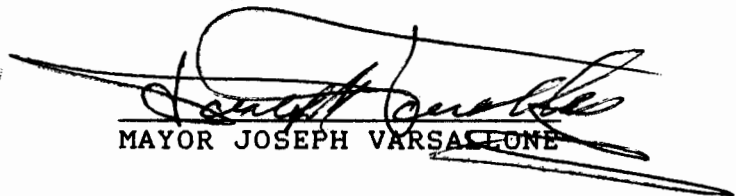
SECTION 3: That approval of the site plan as
contemplated pursuant to the above section does not include any
sign or area designated as a sign on the site plan approved.

SECTION 4: That this Resolution shall become effective
immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 22ND day of MAY, 1991.

ATTEST:


CITY CLERK


MAYOR JOSEPH VARSALLONE

<u>RECORD OF VOTE</u>	
VARSALLONE	<u>Aye</u>
SCHWARTZ	<u>Aye</u>
DONOVAN	<u>Aye</u>
ANTON	<u>Aye</u>
BROSS	<u>Aye</u>

Exhibit D: Variance 25-85 – November 14, 1985



City of Margate, Florida

BOARD OF ADJUSTMENT MINUTES OF REGULAR MEETING

5790 MARGATE BOULEVARD
MARGATE, FLORIDA 33063

TELEPHONE 972-6454

Thursday, 7:30 P.M.
November 14th, 1985
Municipal Building

PRESENT:

Arthur Bross, Chairman
Lalah 'Mom' Huydic, Secretary
Henry Loewenthal, Vice Chairman
Jack Levin
Charles Sid Roffman

ALSO PRESENT:

Don Clenin, Building
Director

Walter Fufidio, City
Planner

Meeting of the Board of Adjustment called to order by Chairman Bross at 7:30 P.M., on November 14th, 1985. Salute to flag followed.

Chairman wished to deviate a moment and referred to letter forwarded to Vice Mayor Weisinger in regard upgrading and maintaining the School grounds of Margate Middle School. His response requested that specific areas be designated to him so that he could take this matter up with the School Board in making a request for its support. Chairman asked the Board to think about this, so that a reply could be sent setting forth where assistance was needed. Chairman proceeded with Agenda.

AGENDA ITEM NO. 1 - APPROVAL OF MINUTES OF MEETING OF OCTOBER 10TH, 1985.

Chairman entertained a motion to approve minutes of meeting of October 10th, 1985. Motion made by Mrs. Huydic, seconded by Mr. Levin:

ROLL CALL: Mrs. Huydic, aye; Mr. Levin, aye; Mr. Roffman, aye;
Mr. Loewenthal, aye; Mr. Bross, aye.

AGENDA ITEM NO. 2 - PUBLIC HEARING NO. 25-85 - DANIEL CARNAHAN CONSULTING ENGINEERS, INC. - TO PERMIT REDUCTION OF WIDTH OF PARKING SPACES TO CREATE MORE OPEN SPACE. CODE REQUIRES 9'6" WIDE SPACES REQUESTING REDUCTION TO 9'0" IN WIDTH. SECTION OF CODE 18.1, 18.2 TABLE P, DIAGRAM 4 - R-3A ZONING. (LOCATED ON THE SOUTH SIDE OF COCONUT CREEK PARKWAY - SOUTH OF THE UNITED STATES POST OFFICE - NORTH OF VIEWPOINTE CONDOMINIUMS ON THE WEST SIDE OF "LEMON TREE LAKE".)

Chairman read agendaed item. Gregg Proctor represented Daniel Carnahan, Inc. Engineers representing applicant Dinnerstein Builders, who prepared the project involved, Margate Apartments and Retirement Home. He said what they had before this Board was a request for a variance to permit reduction of parking requirements for both these projects, which are now located behind Albertsons, the U.S. Post Office and also back of the new Theatre.

In order to meet the parking requirements, he indicated that they have several parking spaces all in a row. What they would like to do is reduce the spaces from 9'6" width to 9'0" width and make additional aisles. This would give them an opportunity to make the parking lots more attractive, add more greenery and more landscaping. In some areas they have 30 spaces in a row.

In response to questioning by Chairman Bross what the hardship was, Mr. Proctor indicated they would like to "dress it up and make it more attractive". They would prefer to have the spaces not more than ten in a row; have aisles in between; and add landscaping that would spruce the area up.

Mr. Fufidio informed the Board that 1 bedroom units have one and a half parking spaces; two and three bedrooms are allotted two spaces per unit. Mr. Proctor advised that the project would be rentals. One was a Retirement Home for people 62 years of age and over. The other was normal rentals with all age bracket families. There would be 177 apartments in the Senior section and 280 apartments in the rentals, totalling 457 units in all. (See Exhibit "A" Retirement Home - Exhibit "B" Apartment rentals).

Discussion followed regarding types of apartments, as set forth in the scale. Comment was made that one bedroom apartments usually have one car per unit. The other units most likely would have two cars per apartment.

Walter Fufidio, City Planner, said this actually was two proposals. He did state that all of the current parking requirements are met. The project is being built with a lesser density than is actually allowed. He pointed out that petitioner did not wish to use the variance to gain more unit parking. The footage gained, should this variance be granted, would be to put into greenery in the parking lot. Mr. Bross wished to know if they would stipulate to that effect. Petitioner agreed.

Mr. Fufidio added the question was not the number of parking spaces but rather the size. While he did not wish to speak against the City Ordinance, he had recommended to the Planning & Zoning Board that they go with the 9'0" space. He believes it can work in a residential area as there is less turnover. There is less loading and unloading. 10' width allows for opening of doors of cars. However in his opinion cars are smaller in size, which is a popular trend, and he exhibited pictures showing that 9'0" spaces can work.

Mr. Bross wished to know if commercial vehicle parking of residents would be permitted. Will it be a leasing requirement or could they park wherever they wished. Mr. Proctor said he could not answer that question as he did not know what the client had in mind regarding commercial vehicles. Mr. Bross wanted an answer to that question as he believed it was an important issue.

Mr. Clenin said this matter had come before the Planning & Zoning Board, as well as the Commission and it had been turned down. He was of the opinion that each matter should be discussed separately. The Retirement Section he said had older people and they had a hard enough time getting into a 10' width space. On the Apartment rental side he said when they bring in vans and pickup trucks the 9' width space will not give much room. He did not see how restrictions could be put in as it could not be policed. He was against reducing the spaces and said if it was to be done he recommended it should be by Ordinance and let everyone have the same opportunity.

Mr. Roffman was of the opinion that there appeared to be insufficient dumpsters and if more were needed they would take parking spaces away. He did not agree with Mr. Fufidio's pictures. He could envision doors hitting into parked cars as there would not be enough room. Mr. Roffman was not happy with narrow spaces which would be needed for landscaping.

Mr. Clenin did not go with that argument. As far as the Landscaping was concerned he said they would have to meet the Landscaping Ordinance, regardless if the spaces were 9'0" or 9'6" in width. Discussion followed regarding width of spaces. There would be a loss of three inches on either side. Mr. Fufidio was of the opinion this would affect the parking and there would be room for trees on either side. Mrs. Huydic was not satisfied and said six inches was a lot of space to lose.

Mr. Clenin confirmed that if the spaces remained the 9'6" the landscaping would still be put in. Mr. Fufidio said they wished to eliminate gravel and put in trees and greenery. Mr. Bross asked why there couldn't be grass parking space. Mr. Fufidio said the Code only permits grass parking for churches and schools. Mr. Bross was of the opinion that either way there would be more than enough parking spaces.

Much more discussion was had regarding ratios of parking; compact car designation parking; wide doors parking; commercial truck restriction parking; alternate grass parkings (not permissible by Code as aforesaid). Walter Fufidio stated that the City has not encouraged assigned parking for rental units, as there are no management to go to and the City does not want to get involved in parking fights.

Discussing other Cities that have 9' width parking, Mr. Proctor said they had a job in Coconut Creek where they also split normal parking spaces and made them 9' in order to put in grass and greenery. Again, Mrs. Huydic wished to know if the spaces would be used for greenery. She was dissatisfied and wished to make a motion to vote no on this matter. There was no motion and Chairman Bross asked that there should be more discussion and possibly consider a compromise.

Mr. Levin questioned the six foot wall in the rear and how far it ran. He was advised it runs right around the two complexes. Each would have their own shrubbery. Mr. Bross was of the opinion that 9' parking width around the perimeter would not hurt from his experience. However, he would like to see 9'6" up against the building. There would be enough greenery space.

Discussion was further had regarding the Exhibits which indicated the greenery intended to be put in. Mr. Loewenthal commented that he wished to see a parking for commercial vehicles. Mr. Bross stated at this time that he believed the needs for the two complexes are different and should be taken up individually. He said the Adult Retirement area should be taken up first. The perimeter should have 9' parking spaces and the inside areas immediately surrounding the building should be 9'6" with Handicapped parking to remain as it should be. This would permit the greenery to be added to the perimeter and make it look good. People with bigger cars could park around the building area and there would be enough parking spaces for all. Mrs. Huydic wished to know how many parking spaces would be cut down in space. There were 113 parking spaces in all on the perimeter in the Adult section be allowed to go to 9'.

Mr. Auggie Bonfiglio, member of the public wished to be heard. He said he lives in Viewpointe Project Condos. They will be neighboring this new project and they are not too happy with the situation of rentals. He agreed with 'Mom' Huydic.

He wished to know if there were more than adequate parking spaces in this project. He was advised that they have the number that is specified by the Code. It appeared to Mr. Bonfiglio that the City of Margate backs up the Developers. He was speaking on behalf of Viewpointe stating that they have two monstrosities. One was the Table Supply store and now these apartments. He stated there was no concrete information coming out as to who was going to live in the apartments. He was in favor of leaving the 9'6" parking areas. He did not object to the greenery but he could not see giving up the required parking.

Mr. Bross called attention to the fact that 223 parking spaces, all black top would not be an attractive site. His opinion was that every ten or twelve spaces broken up with a tree was a far more attractive sight. Mr. Bonfiglio could not see the hardship. Mr. Fufidio stated that the Developers could not make the site as attractive as they wish. They have enough parking spaces. If the Board turns them down they will still build but with fewer trees.

Mr. Clenin stated he would concede to the perimeter wall as suggested, to reduce the parking to 9' width. Mr. Roffman agreed to this compromise also. Mr. Bross wished to deal with each area separately. Mr. Bonfiglio stated there was a buffer zone with trees around. He wished to know if they would strip that area. He was advised that the trees around at this area were no good. The shrub trees should be stripped in the entire City as they are harmful. Mr. Bross indicated he was very familiar with this area. Florida Holly and Malaleuca trees were around and they should be stripped down. This will be done in order to put in all the parking. Mr. Proctor stated in response to all these statements that his client wished to put in the greenery that is why he is here with this application. He will stipulate to the foregoing.

Chairman Bross asked to have a motion to deal with the two complexes as separate items. Mr. Roffman made the following motion, which was seconded by Mr. Levin:

MOTION: That the site plans as submitted be treated as two different items. One the adult area and one the family area.

ROLL CALL: Mrs. Huydic, aye; Mr. Levin, aye; Mr. Roffman, aye; Mr. Loewenthal, aye; Mr. Bross, aye.

Chairman Bross commenced to take each item separately. Mrs. Huydic still contended that a wider space is more important than trees. Mr. Roffman went along with the greenery feeling and with the 9' parking on the perimeter wall and 9'6" close to the buildings. Mr. Bonfiglio questioned about parking being regulated in multiple housing. He was advised it is self-regulating and only in Condominiums are parking places assigned. Rentals do not assign parking. No further discussion.

Chairman wished to entertain a motion in regard to the retirement area, 177 units. Mr. Roffman made the following motion, seconded by Mrs. Huydic:

MOTION: Move to accept the perimeter area being limited to 9' width parking spaces, being 113 spaces on the perimeter.

ROLL CALL: Mrs. Huydic, aye; Mr. Levin, aye; Mr. Roffman, aye; Mr. Loewenthal, aye; Mr. Bross, aye.

SECONDARY MOTION made by Mr. Roffman, seconded by Mrs. Huydic:

MOTION: It will be a betterment to the community.

ROLL CALL: Mrs. Huydic, aye; Mr. Levin, aye; Mr. Roffman, aye; Mr. Loewenthal, aye; Mr. Bross, aye.

Chairman Bross requested a two minute intermission at this time.

During intermission Mr. Bonfiglio raised his voice. Mr. Bross cautioned that he conducts an orderly meeting and if necessary Mr. Bonfiglio should leave the Chambers and continue his argument outdoors.

Chairman reconvened the meeting at this time. He indicated that he manages many properties in Florida and has been in management for 29 years. He would like for this Board to work on a compromise that would satisfy the following problem. There is no easy answer to parking commercial vehicles, vans, or pickup trucks, particularly in apartment rental complexes. Mr. Proctor stated there is no plan or decision as to where people park their cars. However, if there is a time when a decision has to be made, if there is a problem as to a condition that exists, then they can take it up. Mr. Bross stated from his experiences he believes there will be problems if commercial trucks are parked up against the buildings. Mr. Proctor said he could not give a commitment as to where trucks are to park.

Mr. Clenin said there is no parking in residential areas of trucks that give off odors of roofing equipment, or the likes of such. Mr. Proctor defended the builders. He said they have a lot of pride in what they do and they will not just put up anything that anyone can park roofing trucks and the likes of that. They want something that is just as pleasing to the people that ride by and that want to live in the complex. They want this place to look attractive, keep it under control and they want it to be a very desirable place. They deal in rentals all over the United States. They have a lot of experience and do a quality job and take a lot of pride in making certain that this is product that people will be happy to live in.

Mrs. Huydic wished to know where ingress and egress would be, even though this was not part of the variance request. Mr. Fufidio stated there would be a private road community. They have permission to have an entrance on to Coconut Creek Parkway. At the south end through the Viewpointe community there exists an ingress and egress easement, which was given to the prior property owner. This owner, being sensitive to the rights of going through Viewpointe, has stated he will do only what the City wants. At this time the City only wants it opened up for emergency vehicles. Possibly in the future, the private street terminating at the Swap Shop, where the new light will be going in, maybe considered in the planning to open the street.

Mrs. Huydic wished to know approximately how many cars will be going in and out of the complex. Mr. Clenin indicated 457 cars were approximately designated for both complexes. Almost double that number as they figured in and out twice a day. Mrs. Huydic said almost two thousand trips a day. That was a lot of cars.

Much discussion followed regarding the rental of 280 units and the number of vehicles involved for parking. Don Clenin voiced an opinion that there will be approximately 556 parking spaces allowed according to the Code for the number of units designated. Discussion again regarding the perimeter parking and building parking. This part of the project has some parking lots. Mr. Loewenthal wanted assigned parking for commercial. Again, Mr. Clenin questioned who would police it. Mr. Bross once again stated 9' parking on the perimeter would be good. Inside the developer would have to protect the parking situation. The six foot wall would not be going around the entire perimeter and there was a need for the trees.

Mrs. Huydic wished to know what was the greater sacrifice. The people and the parking or the greenery. Discussion was once again had regarding perimeter parking. The kind of trees would be 8' to 10'. Live Oaks, Mahogany trees, those that are allowed by Code. Mr. Bross said he could see 9' parking spaces around the perimeter. Mrs. Huydic asked whether a motion was in order at this time. Mr. Bross stated a motion is always in order.

Mrs. Huydic made the following motion, which was seconded by Mr. Levin:

MOTION: That this variance be denied. That the parking spaces be 9'6" throughout.

On discussion, Mr. Proctor asked that the Board reconsider this motion. He stated the perimeter is a good idea to have the spaces 9'. Mr. Bross said he believed the perimeter is going to be the most vacant area and he would like to see it broken up by trees. Mrs. Huydic still countered that there will be cars parked there and it will be difficult to get out of a 9' parking space.

Mr. Clenin in speaking on the motion indicated that there will be 556 spaces. In rental units, if they have 80% rented they figure they are in pretty good shape. They like 100% but it is difficult. He believed there will be vacant spaces which will be on the perimeter. He would go along with helping out and give 9' on perimeter. However, he left it up to the decision of the Board.

Mr. Roffman asked if they would stipulate to give trees as in item #1. Mr. Bross indicated that they have to either pass the motion or rescind it, or turn it down. Mrs. Huydic withdrew her motion, as well as Mr. Levin, who seconded the same.

Chairman entertained motion regarding Apartment rentals.

Mr. Loewenthal made the following motion, which was seconded by Mr. Roffman:

MOTION: To approve the 9' parking spaces for the perimeter areas only, provided that a shade tree in accordance with minimal code be located on each strip.
That there are 198 parking spaces on the perimeter.

(Representative of developers would adhere to the Landscaping Code.
There would also be curbing around the islands, ground coverage, trees, etc.)

ROLL CALL: Mrs. Huydic, ... I have to stay with my gut feeling. I vote no; Mr. Levin, aye; Mr. Roffman, aye; Mr. Loewenthal, aye; Mr. Bross, aye.

Mr. Loewenthal made secondary motion, seconded by Mr. Roffman, as follows:

SECONDARY MOTION: Not a detriment to the City and will provide more greenery.

ROLL CALL: Mrs. Huydic, no; Mr. Levin, aye; Mr. Roffman, aye; Mr. Loewenthal, aye; Mr. Bross, aye.


Mr. Proctor thanked the Board for their decision. He was asked to send letter stipulating to the foregoing items passed, regarding trees, shrubs and greenery.

Mr. Bonofiglio thought he could ask questions informally. He wished to know if he could discuss ingress and egress. Mr. Bross stated it was not for the Board of Adjustment. Mr. Clenin told him he could look at the plans on display at this meeting. Mr. Bross gave his copy to Mr. Bonofiglio, as it was public record, for his perusal.

AGENDA ITEM NO. 3 - GENERAL DISCUSSION.

On roll call, no further discussion.

There being no further business, the meeting adjourned.



ARTHUR J. BROSS, Chairman

cc:

City Commission
City Manager
City Attorney
City Clerk
Deputy City Manager
Building Director
City Engineer
Board of Adjustment
Petitioner



City of Margate, Florida

5790 MARGATE BOULEVARD
MARGATE, FLORIDA 33063
TELEPHONE 972-6454

TO: CITY COMMISSION

FROM: BOARD OF ADJUSTMENT

SUBJECT: PUBLIC HEARING NO. BA-25-85 - DANIEL CARNAHAN CONSULTING ENGINEERS, INC. - TO PERMIT REDUCTION OF WIDTH OF PARKING SPACES TO CREATE MORE OPEN SPACE. CODE REQUIRES 9'6" WIDE SPACES REQUESTING REDUCTION TO 9'0" IN WIDTH. SECTION OF CODE 18.1, 18.2 TABLE P, DIAGRAM 4 - R-3A ZONING. (LOCATED ON THE SOUTH SIDE OF COCONUT CREEK PARKWAY - SOUTH OF THE UNITED STATES POST OFFICE - NORTH OF VIEWPOINTE CONDOMINIUMS ON THE WEST SIDE OF "LEMON TREE LAKE".)

At a meeting of the Board of Adjustment held on November 14th, 1985, the following motion was made by Mr. Roffman, seconded by Mr. Levin:

MOTION: That the site plans as submitted be treated as two different items. One the adult area and one the family area.

ROLL CALL: Mrs. Huydic, aye; Mr. Levin, aye; Mr. Roffman, aye; Mr. Loewenthal, aye; Mr. Bross, aye.

Chairman entertained motion regarding Retirement area. Mr. Roffman made following motion seconded by Mrs. Huydic:

MOTION : Move to accept perimter area being limited to 9' width parking spaces, being 113 spaces on the perimeter.

ROLL CALL: Mrs. Huydic, aye; Mr. Levin, aye; Mr. Roffman, aye; Mr. Loewenthal, aye; Mr. Bross, aye.

Secondary motion made by Mr. Roffman, seconded by Mrs. Huydic:

MOTION: It will be a betterment to the community.

ROLL CALL: Mrs. Huydic, aye; Mr. Levin, aye; Mr. Roffman, aye; Mr. Loewenthal, aye; Mr. Bross, aye.

Chairman entertained motion regarding Apartment rentals. Mr. Loewenthal made the following motion, seconded by Mr. Roffman:

MOTION: To approve the 9' parking spaces for the perimeter areas only provided that a shade tree in accordance with mimal code be located on each strip. There are 198 parking spaces on the perimeter.

(Representatives of developers would adhere to the Landscaping Code. There would also be curbing around the islands, ground coverage, trees, etc.)

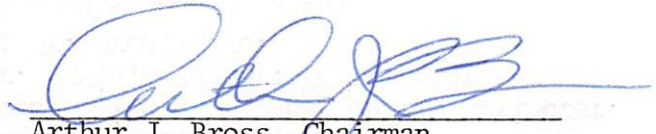
ROLL CALL: Mrs. Huydic, ... I have to stay with my gut feeling.
I vote no; Mr. Levin, aye; Mr. Roffman, aye; Mr. Loewenthal,
aye; Mr. Bross, aye.

Mr. Loewenthal made secondary motion, seconded by Mr. Roffman, as follows:

SECONDARY MOTION: Not a detriment to the City and will
provide more greenery.

ROLL CALL: Mrs. Huydic, no; Mr. Levin, aye; Mr. Roffman, aye;
Mr. Loewenthal, aye; Mr. Bross, aye.

Mr. Proctor thanked the Board for their decision. He was asked to send
letter stipulating to the foregoing items passed, regarding trees, shrubs and
greenery, which when received is to be attached to these minutes.


Arthur J. Bross, Chairman
Board of Adjustment

cc:

City Commission
City Manager
City Attorney
Deputy City Manager
City Clerk
Building Director
City Engineer
Board of Adjustment
Petitioner

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.

6191 WEST ATLANTIC BLVD.
POST OFFICE BOX 4399
MARGATE, FLORIDA 33063
(305) 972-3959

RECEIVED

NOV 21 1985

CITY CLERK

November 20, 1985

Mr. Arthur Bross
Chairman, Board of Adjustment
City of Margate
5790 Margate Boulevard
Margate, Florida 33063

Re: Margate Rental Apartments and Adult Living Facility
Public Hearing No. BA-25-85, Applicant: Daniel Carnahan
Consulting Engineers, Inc.
Job #8505013

Dear Mr. Bross:

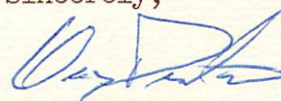
The Margate Board of Adjustment recently met last Thursday, November 14, 1985 on whether or not to permit reduction of the width of parking spaces for the above referenced project.

The Board's decision for both the Rental Apartments and the Adult Living Facility was to allow 9'-0" wide parking spaces, in lieu of the 9'-6" space as per code, only for those spaces along the outside perimeter of each complex. The remaining spaces shall remain 9'-6" wide.

On behalf of my Client, Dinerstein Builders, I hereby state that the additional area gained by this reduction in space width will be utilized as landscaped islands along said perimeter. In addition, a minimum of one (1) tree per landscaped island will be installed as requested by the Board.

Should you have any questions, please feel free to call.

Sincerely,



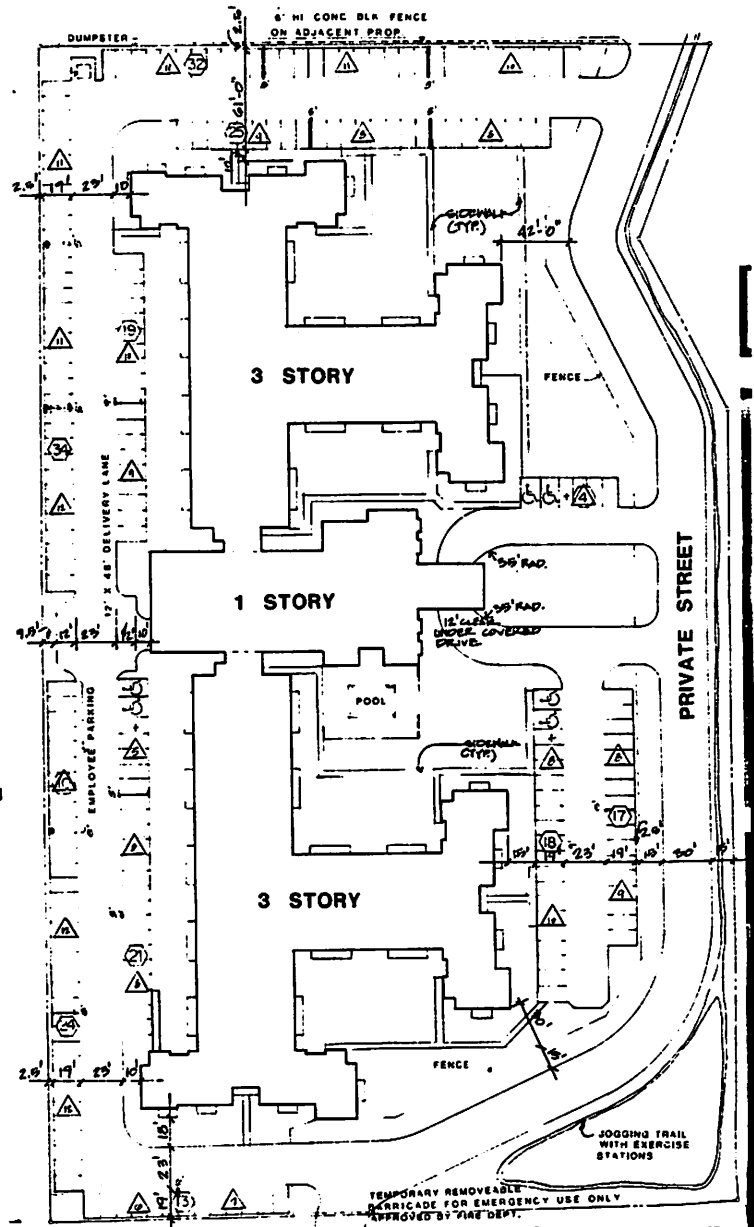
Greg Proctor
Engineering Manager

GP/tb

cc: Dinerstein Builders

THE UNIVERSITY OF CHICAGO
LIBRARY
1000 S. MICHIGAN AVE.
CHICAGO, ILL. 60607
FAX: 773/936-8229

EXHIBIT "A"
RETIREMENT AREA



RETIREMENT HOME



PROJECT NO: 85 32
DATE DRAWN: 9.6.05
DRAWN BY:

BIDDING:
CONST. ISSUE:
REVISION:

PROGRAM					
	DESCRIPTION	NO.	SQ.FT.	TOTAL SQ. FT.	
A	1 Bedroom/1 Bath	133	850		
B	2 Bedroom/2 Bath	67	850		
C	2 Bedroom/2 Bath-Meta.Apt.	2	97A		
TOTAL		172			
MISCELLANEOUS BLDGS.					
TOTAL CONSTRUCTION AREA					
TOTAL LAND AREA				AC	
DENSITY				UNIT/AC	
PARKING REQUIRED				225 SPACES	
PARKING PROVIDED				225 SPACES	
PARKING SPACES AT 1.2 SPACES PER UNIT INCLUDING 6 SPACES FOR HANDICAPP					
				215 SPACES	
PARKING FOR EMPLOYEES				10 SPACES	
				TOTAL 225 SPACES	

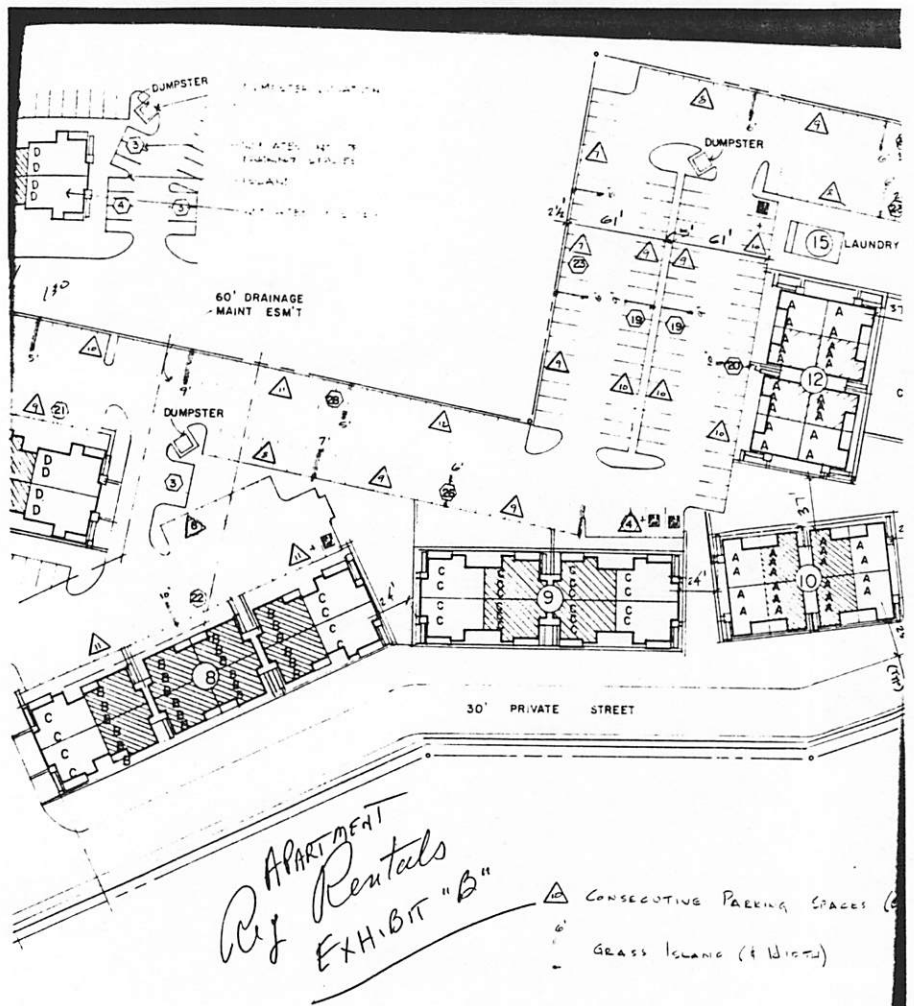
LAKE

CONSECUTIVE PARKING SPACES (6' WIDE)
GRASS ISLAND (4' WIDE)

W & ASSOCIATES, INC. A.I.A. ■ (713) 266-2676 ■ 2000 BERING DR ■ HOUSTON, TEXAS 77058

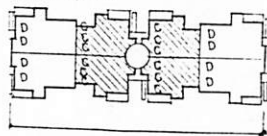
EXHIBIT "B"



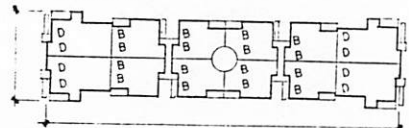


LEG KEYS

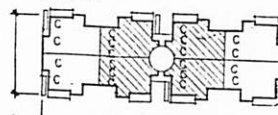
BLDG 2, 5 & 6



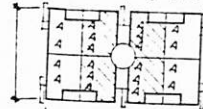
BLDG 3 & 4



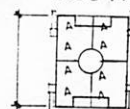
BLDG 9



BLDG 10, 11, 12, 13



BLDG 14



ALLOWED

Construction

Worst case

three and

therefore

allow

increase

Fire

13,877

Total

2 x 15

able to

EXHIBIT "B"

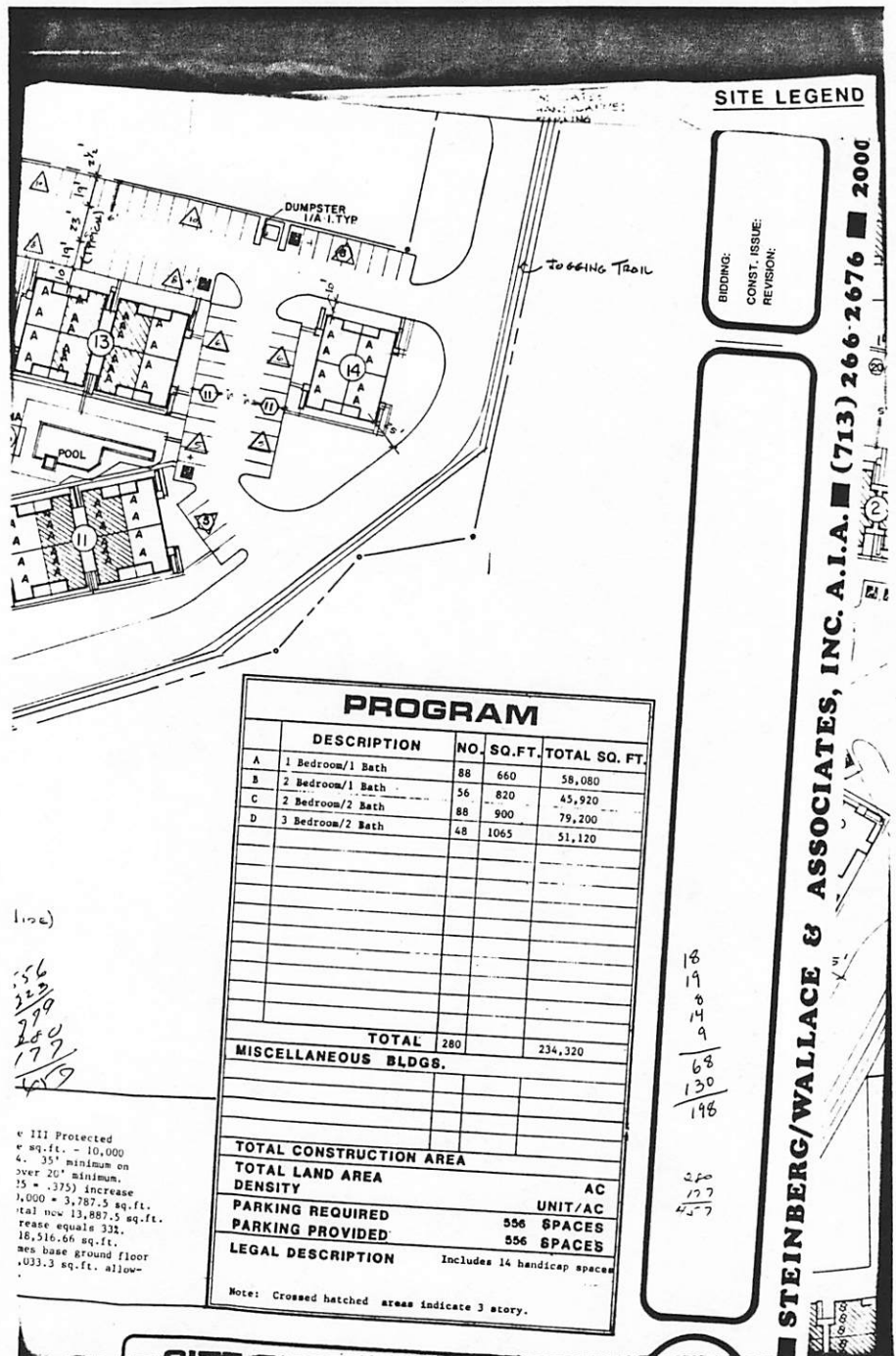


Exhibit E: Access Easement – November 25, 1985

50¢ has been paid
in Broward County for Documentary
Stamp Tax as required by law.
Andrew K. Kline, Deputy

WILL CALL

→ RECORD & RETURN TO:
GOLDBERG, YOUNG & JOHNSON, P.A.
1630 North Federal Highway
P. O. Box 23600
Fort Lauderdale, Florida 33307

GRANT OF EASEMENT

85-400935

THIS EASEMENT (the "Easement"), is made this 25th day of November, 1985, by MARGATE APARTMENTS JOINT VENTURE, a Texas joint venture ("Grantor") in favor of MARGATE INVESTMENTS, a Texas general partnership ("Grantee").

2724 CROSSVIEW
Houston, TX
77063

RECITALS

A. The Grantor is the owner of fee simple title to the real property situate in Broward County, Florida, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof ("Parcel A"); and

B. The Grantee is the owner of fee simple title to certain other real property situate in Broward County, Florida more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof ("Parcel B"); and

C. Grantor has agreed to grant to Grantee a perpetual and non-exclusive easement for ingress, egress and signage over, across and under a portion of Parcel A, as more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof (the "Easement Area").

NOW THEREFORE, Grantor for and on behalf of itself, its successors-in-interest and assigns does hereby grant, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Grantee, the receipt and adequacy of which is hereby acknowledged the following Easement:

1. Easement. Subject to the conditions set forth in this Easement, Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee an easement for ingress, egress and signage over, across and under the Easement Area for the use by Grantee and its successors, assigns, lessees, guests and invitees.

2. Perpetual, Nonexclusive Easement. The Easement created hereunder shall be nonexclusive and perpetual for the limited purposes set forth herein and subject to all the terms and conditions of this Easement Agreement. Accordingly, this Easement is not exclusive of other uses of Grantor or any of its successors or assigns which do not unreasonably interfere with the rights herein granted. Grantor reserves the right to grant to third parties easements over, across and under the Easement Area.

3. Improvements. If, at the time the Grantee is desirous of utilizing the Easement Area for the purposes stated herein, the improvements necessary for such use have not been made, the Grantee may make the necessary improvements for such use. In such case, the cost of such improvements shall be solely borne by the Grantee. Provided, however, the specifications for such improvements must have the approval of the Grantor prior to commencement of construction and in the case of signage, the size, design, and location of such signage must be acceptable to Grantor in its sole discretion. However, if the Grantor makes the improvements necessary for utilization of the Easement Area, the Grantor shall pay the entire cost of improvements so made without contribution from the Grantee.

PREPARED BY: SANFORD J. Slobin, Esquire
BROCHSTEIN & SLOBIN
Williamstown Building
9301 Southwest Freeway, Suite #510
Houston, Texas 77074

85 NOV 26 AM 10 43

OFF 12994 PAGE 950

31

4. Maintenance. The Grantor shall have the sole obligation to repair and maintain the Easement Area as improved and pay all costs incident thereto.

5. Binding Effect. It is specifically intended by this Easement that the rights, benefits and obligations hereunder shall inure to the benefit of Grantee and any future owners of all or any part of Parcel B and their respective lessees, guests and invitees. This Easement may only be used by the present owners of all or any portion of Parcel B and their respective lessees, guests, and invitees. Subsequent to a conveyance of Parcel B, Grantee will have no further rights and benefits hereunder, and Grantee would no longer have any personal obligations or liabilities hereunder.


6. City of Margate. The City of Margate shall also have the right to use the Easement Area for purposes of fire rescue, safety and public health and welfare.

7. Modification of Easement. There are no other agreements or promises by the Grantor except as specifically set forth herein.

8. Effective Date. This Easement shall have an effective date as of the date that the Grantor executes this Easement.

IN WITNESS WHEREOF, the Grantor has executed this Easement the day, month and year first above written.

Signed, sealed and delivered
in the presence of:



As to Grantor

MARGATE APARTMENTS JOINT VENTURE,
a Texas joint venture

By:




JACK DINERSTEIN, Managing
Joint Venturer

STATE OF New York)
COUNTY OF New York)

25th The foregoing instrument was acknowledged before me this 25th day of November, 1985 by JACK DINERSTEIN, Managing Joint Venturer of MARGATE APARTMENTS JOINT VENTURE, a Texas joint venture, on behalf of the venture.

(SEAL)



NOTARY PUBLIC

My Commission Expires:


Notary Public, New York
Commission Expires 11/21/85

SFB300
11/21/85

OFF 12994 PAGE 951

CONSENT

MANUFACTURERS HANOVER TRUST COMPANY, the holder of a lien which encumbers the Easement Area described in the Grant of Easement to which this Consent is attached, hereby consents to and subordinates its lien on the Easement Area to the terms, covenants and conditions contained in said Grant of Easement.

MANUFACTURERS HANOVER TRUST
COMPANY

By: Virginia L. Philpott
Its VICE PRESIDENT

(CORPORATE SEAL)

Consent.

(initials)
The undersigned hereby consents to ~~and subordinates its lien on the Easement Area to~~ the terms, covenants and conditions contained in said Grant of Easement.

Housing Finance Authority of
Broward County, Florida

By Samuel S. Baskin
title Chairman

Barnett Banks Trust Company, N.A.

By R. Shornell
title CORPORATE TRUST OFFICER

(initials) * Subject to the rights of the undersigned under that Mortgage Recordation of Record Book 12077, page 560, Public Records of Broward County, Florida

SFB30q
11/21/85

OFF 12994 PAGE 952

EXHIBIT "A"

(PARCEL "A")

OFF 12994 PAGE 953

LEGAL DESCRIPTION:

A PORTION OF PARCEL "A", "LEMON TREE LAKE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL "A", LYING NORTH OF THE NORTH LINE OF THAT CERTAIN EASEMENT FOR DRAINAGE, UTILITIES AND INGRESS AND EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 4507, PAGE 685, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS SHOWN ON SAID PLAT OF "LEMON TREE LAKE".

LESS AND EXCEPT:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE S.00°10'40"E., ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 465.24 FEET; THENCE N.80°30'00"W., A DISTANCE OF 301.06 FEET; THENCE S.66°00'00"W., A DISTANCE OF 119.97 FEET; THENCE N.02°12'41"W., A DISTANCE OF 388.38 FEET; THENCE N.41°45'33"E., A DISTANCE OF 100.76 FEET; THENCE N.89°49'20"E., ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 352.97 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL "A" AND THE NORTHERLY LINE OF SAID CERTAIN EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4507, PAGE 685, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE N.88°44'58"E., ALONG SAID NORTHERLY LINE A DISTANCE OF 438.84 FEET; THENCE N.00°18'38"W., A DISTANCE OF 504.71 FEET; THENCE N.27°28'37"W., A DISTANCE OF 121.37 FEET; THENCE N.21°00'00"E., A DISTANCE OF 133.91 FEET; THENCE N.90°00'00"W., A DISTANCE OF 427.99 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID PARCEL "A"; THENCE S.00°00'00"W., ALONG SAID WESTERLY LINE A DISTANCE OF 746.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND CONTAINING 13.846 ACRES, MORE OR LESS.

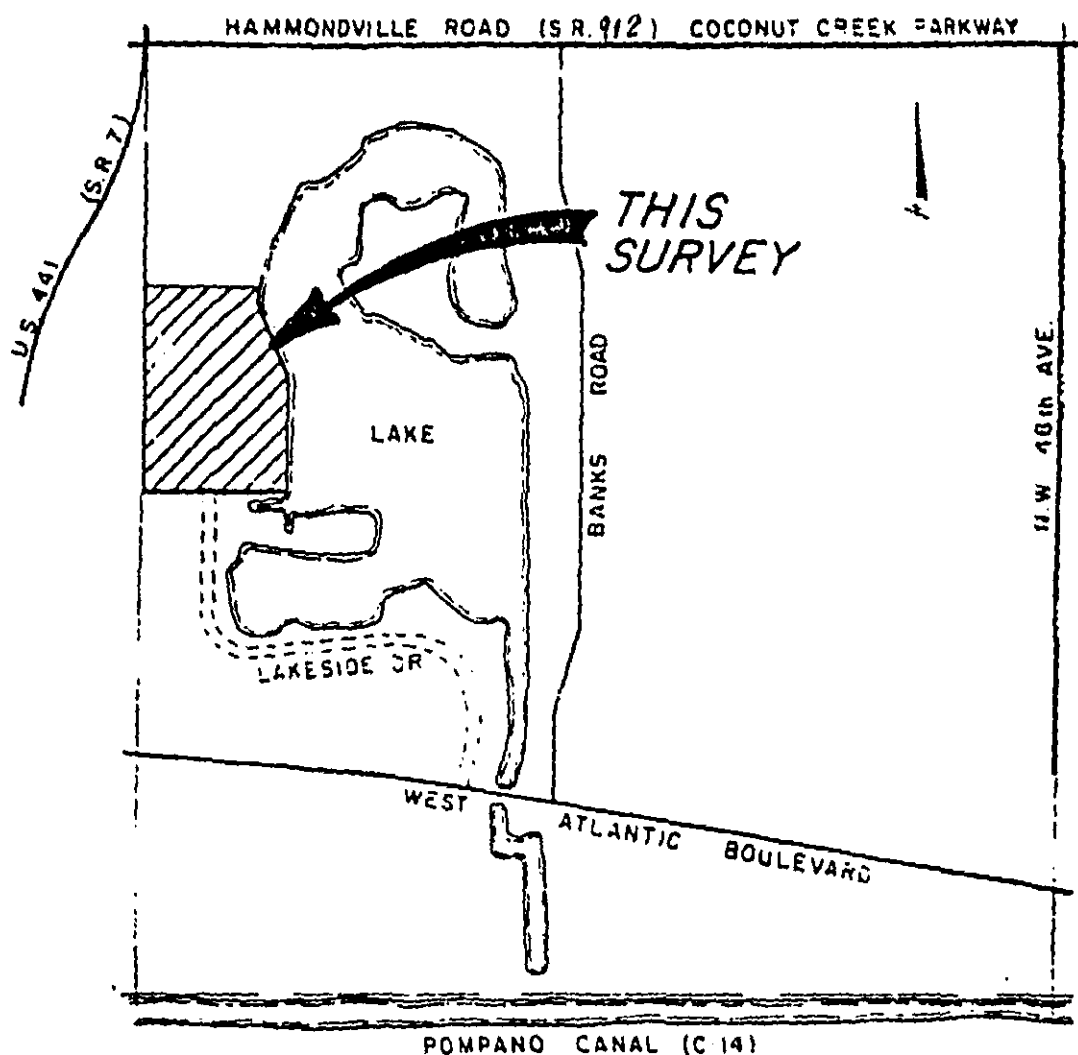
OFF 12994 PAGE 954

Exhibit "A"
(Parcel "A")

EXHIBIT "B"

(PARCEL "B")

OFF 12994 PAGE 955
REC 12994



LOCATION MAP
SECTION 36-48-42 (N.T.S.)

LEGAL DESCRIPTION:

A PORTION OF PARCEL "A", "LEMON TREE LAKE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PARCEL "A" AND THE NORTHERLY LINE OF THAT CERTAIN EASEMENT FOR DRAINAGE, UTILITIES AND INGRESS AND EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 4507, PAGE 685, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS SHOWN ON SAID PLAT OF "LEMON TREE LAKE"; THENCE N. 88° 44' 58" E., ALONG SAID NORTHERLY LINE A DISTANCE OF 438.84 FEET; THENCE N. 00° 18' 38" W., A DISTANCE OF 504.71 FEET; THENCE N. 27° 28' 37" W., A DISTANCE OF 121.37 FEET; THENCE N. 21° 00' 00" E., A DISTANCE OF 133.91 FEET; THENCE N. 90° 00' 00" W., A DISTANCE OF 427.99 FEET TO A POINT LYING ON THE WESTERLY LINE OF SAID PARCEL "A"; THENCE S. 00° 00' 00" W., ALONG SAID WESTERLY LINE A DISTANCE OF 746.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND CONTAINING 7.292 ACRES, MORE OR LESS.

Exhibit
(Parcel B)

"B"

OFF 12994 PAGE 956
REC 12994

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.

CONSULTING ENGINEERS LAND SURVEYORS

LAND DEVELOPMENT CONSULTANTS

MEMORANDUM of writing
typing or printing in this document when not indicated

6191 W. ATLANTIC BLVD. MARGATE, FL. 33063 305-972-3959

SKETCH AND LEGAL DESCRIPTION OF AN INGRESS AND EGRESS EASEMENT (NORTH 1/2)

AN INGRESS AND EGRESS EASEMENT LYING WITHIN PARCEL "A" OF THE PLAT ENTITLED "LEMNA LAKE", AS RECORDED IN PLAT BOOK 32, AT PAGE 16 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST (NE) CORNER OF SAID PARCEL "A"; THENCE SOUTH 87°17'19" WEST, ALONG THE NORTHERLY LINE OF SAID PARCEL "A", A DISTANCE OF 122.00 FEET TO THE POINT OF BEGINNING OF SAID INGRESS AND EGRESS EASEMENT; THENCE CONTINUING SOUTH 87°17'19" WEST, ALONG SAID NORTHERLY LINE A DISTANCE OF 80.05 FEET; THENCE SOUTH 02°12'41" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL "A", A DISTANCE OF 202.18 FEET; THENCE NORTH 87°17'19" EAST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 02°12'41" EAST, A DISTANCE OF 11.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 45°05'47", A DISTANCE OF 55.10 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 29°31'02" WEST, A DISTANCE OF 165.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 16°36'54", A DISTANCE OF 14.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 87°17'19" WEST, A DISTANCE OF 131.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 18°29'11", A DISTANCE OF 11.00 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 77°59'20" WEST, A DISTANCE OF 292.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 32°30'52", A DISTANCE OF 45.10 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87°17'19" WEST, A DISTANCE OF 161.62 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHWESTERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 69°00'00", A DISTANCE OF 11.00 FEET TO THE POINT OF TANGENCY; THENCE NORTH 99°00'00" WEST A DISTANCE OF 362.42 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 51°29'27", A DISTANCE OF 11.00 FEET; THENCE SOUTH 87°17'19" EAST, ALONG A LINE-RADIAL LINE, A DISTANCE OF 4.13 FEET; THENCE SOUTH 87°17'19" EAST, A DISTANCE OF 11.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 16°36'54", A DISTANCE OF 23.20 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°17'19" EAST, A DISTANCE OF 165.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 45°05'47", A DISTANCE OF 55.10 FEET TO THE POINT OF TANGENCY; THENCE NORTH 02°12'41" WEST, A DISTANCE OF 202.18 FEET; THENCE NORTH 87°17'19" EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 87°17'19" EAST, A DISTANCE OF 239.31 FEET TO THE POINT OF BEGINNING. (BEARINGS BASED ON REFERENCE TO SAID LANDS SITUATE IN THE CITY OF MARGATE, BROWARD COUNTY, FL. 33063)

OFF 12994 PAGE 957

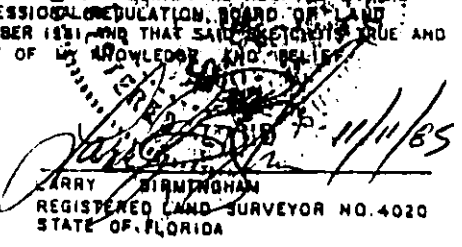
UPDATES and/or REVISIONS		DATE	BY	CK'D
NOTES: 1) REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. 2) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD. 3) DATA SHOWN HEREON WAS COMPILED FROM OTHER INSTRUMENTS AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.				
I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND LEGAL DESCRIPTION AND OTHER PERTINENT DATA SHOWN HEREON OF THE ABOVE DESCRIBED PROPERTY CONFORMS TO THE MONUMENTAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN SEPTEMBER 1981, AND THAT SAID SKETCH IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.				
				
JOB NO. 8505013		DATE 10-18-85	DRAWN	CHECKED JL
FILE NO. 8605013				FB/PG

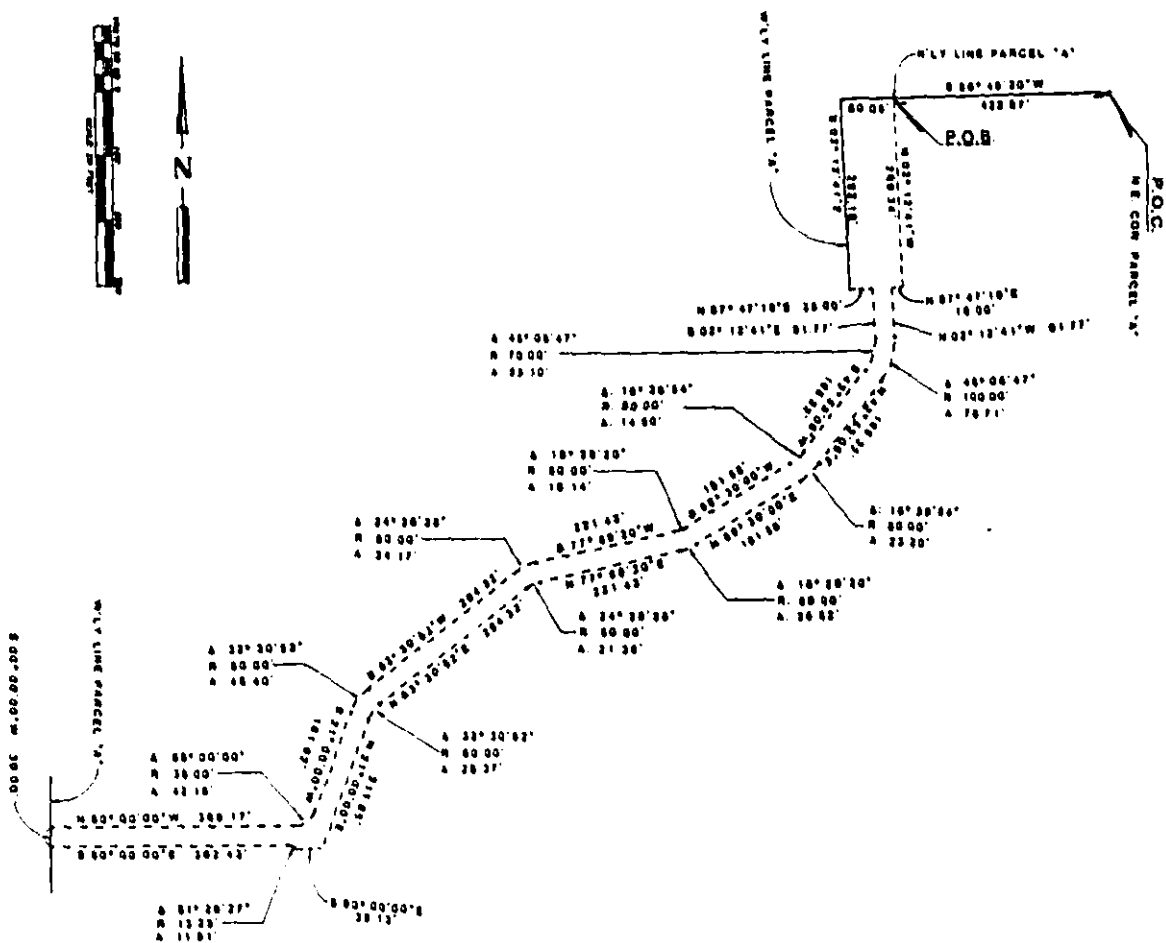
Exhibit "C" - Easement Area Page 2

DC

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.
CONSULTING ENGINEERS
LAND DEVELOPMENT CONSULTANTS
LAND SURVEYORS
6191 WEST ATLANTIC BLVD
WILMINGTON, FLORIDA 33663
2001 972 3959

DATE	10-18-89
BY	LB
REVISION	1

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR INGRESS AND EGRESS EASEMENT
FILE NO 8108013-52
SHEET 3 OF 3



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

OFF 12994 PAGE 958
REC 12994 PAGE 958

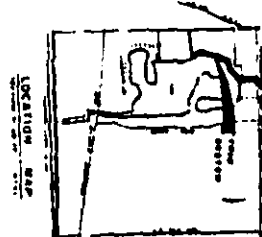
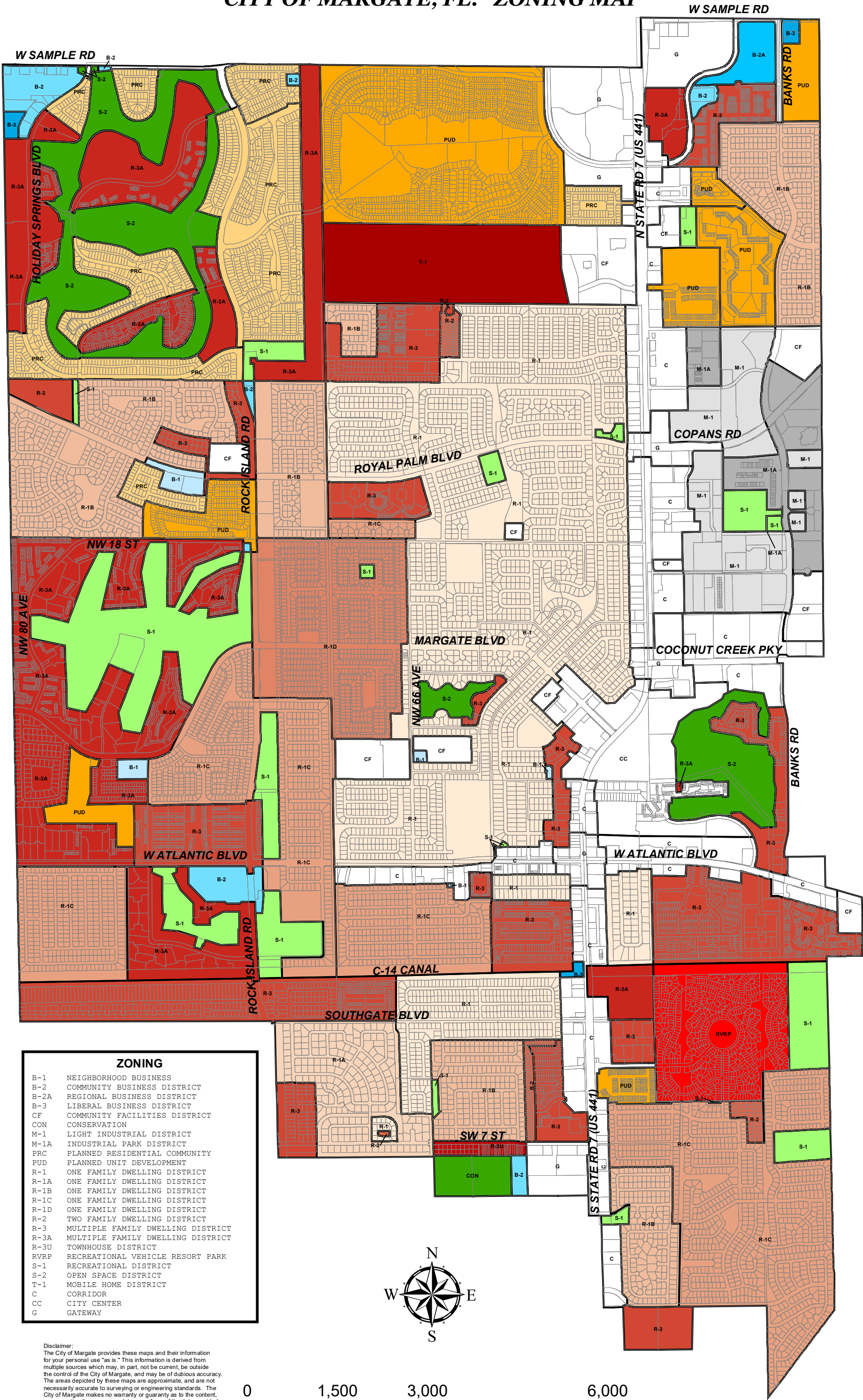


Exhibit F: Zoning Map

CITY OF MARGATE, FL: ZONING MAP



Disclaimer:
The City of Margate provides these maps and their information for your personal use "as is." This information is derived from multiple sources which may, in part, not be current, be outside the control of the City of Margate, and may be of dubious accuracy. The areas depicted by these maps are approximate, and are not necessarily accurate to surveying or engineering standards. The City of Margate makes no warranty or guaranty as to the content, accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Please notify the GIS staff of any discrepancies by contacting the Department of Environmental and Engineering Services at (954) 972-0828.