



City of Margate
DEVELOPMENT REVIEW COMMITTEE
Application for Site Plan
AMENDED
5790 Margate Blvd., Margate, FL 33063
954-972-6454

DRC 2/28/17
Submittal Date (official use):

RECEIVED
JAN 26 2017
BY: *AK*

Project Name Drive through Dandee Donuts and ATM		DRC # <i>02-17-05</i>
Address 3103 N. State Road 7, Margate, FL		
Acreage	Folio Number 4841 24 10 0030	Paid: <i>\$ 500.00</i>
Existing Use Commercial center with surface parking		
Legal Description MARGATE PLAZA NO. 1 132-50 B, BEG AT NORTHERNMOST SE COR, of Plat, NLT 162, WLY 165, SWLY 150.99, SLY 120, ELY 249, NELY 70.71 TO POB AKA: PARCEL "A" PER <i>TUC-6</i> SURVEY JOB NO 86145-001		

Describe proposal/request in detail, including non-residential square footage and/or number of dwelling units	
☐ See attached narrative	
☐	
☐	

Agent/Contact Name Steven Wherry, Esq. / Greenspoon Marder	
Address 200 E. Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301	
Phone Number 754-200-7017	Fax Number 954-333-4157
Email Address steven.wherry@gmlaw.com	

Property Owner Name LE-PSL LLC ETAL C/O LEDER GROUP, INC.	
Address 4755 Technology Way, #203, Boca Raton, FL 33431	
Phone Number 561-807-2770	Fax Number
Email Address smleder@ledergroup.com	

OWNER'S AFFIDAVIT: I certify that I am the owner of record for the above referenced property and give authorization to file this petition. I understand that I, or a representative on my behalf, must be present at the DRC meeting. I further understand that my petition will be subject to the regulations of Chapter 16 ½ of the Margate City Code.

[Signature]
Property Owner's Signature

1/18/17
Date

City of Margate
 *** CUSTOMER RECEIPT ***

Batch ID: RR0DI 2/01/17 00 Receipt no: 63976

Type	SvcCd	Description	Amount
EM		ECDV AMENDED SITE PLAN	
Qty		1.00	\$500.00

3101 N SR 7, TIC
 4755 TECHNOLOGY WAY, STE 203
 BOCA RATON, FL 33431
 DRC #02-17-05
 AMENDED SITE PLAN
 DANDEE DONUTS DRIVE THRU & ATM
 3103 N STATE RD 7
 BY STEVEN WHERRY, ESQ
 GREENSPOON MARDER
 200 E BROWARD BLVD, SUITE 1800
 FT LAUDERDALE, FL 33301
 754-200-7017
 STEVEN.WHERRY@GMLAW.COM

Tender detail
 CK Ref#: 273 \$500.00
 Total tendered: \$500.00
 Total payment: \$500.00

Trans date: 2/01/17 Time: 15:20:23

HAVE A GREAT DAY!

MARTY KIAR
BROWARD
COUNTY
PROPERTY
APPRAISER



Site Address	3101 N STATE ROAD 7, MARGATE	ID #	4841 24 10 0030
Property Owner	LE-PSL LLC ETAL C/O LEDER GROUP INC	Millage	1212
Mailing Address	4755 TECHNOLOGY WAY #203 BOCA RATON FL 33431	Use	11

Abbreviated Legal Description	MARGATE PLAZA NO.1 132-50 B BEG AT NORTHERNMOST SE COR OF SAID PLAT,NLY 162,WLY 165,SWLY 150.99,SLY 120,ELY 249,NELY 70.71 TO POB AKA: PARCEL "A" PER SURVEY JOB NO 88145-001
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The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

Property Assessment Values					
Click here to see 2016 Exemptions and Taxable Values to be reflected on the Nov. 1, 2016 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2017	\$811,090	\$434,210	\$1,245,300	\$1,245,300	
2016	\$811,090	\$434,210	\$1,245,300	\$1,216,440	\$26,756.27
2015	\$811,090	\$294,770	\$1,105,860	\$1,105,860	\$25,019.09
2017 Exemptions and Taxable Values by Taxing Authority					
	County	School Board	Municipal	Independent	
Just Value	\$1,245,300	\$1,245,300	\$1,245,300	\$1,245,300	
Portability	0	0	0	0	
Assessed/SOH	\$1,245,300	\$1,245,300	\$1,245,300	\$1,245,300	
Homestead	0	0	0	0	
Add. Homestead	0	0	0	0	
Wid/Vet/Dis	0	0	0	0	
Senior	0	0	0	0	
Exempt Type	0	0	0	0	
Taxable	\$1,245,300	\$1,245,300	\$1,245,300	\$1,245,300	

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
6/10/2013	SWD-D	\$1,238,500	111623444	\$15.25	53,186	SF
4/21/2012	QCD-T	\$100	48955 / 1566			
7/26/1999	SWD	\$663,300	29897 / 450			
9/1/1992	SWD	\$665,000	19911 / 891			
Adj. Bldg. S.F. (Card, Sketch)						8544

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

(A)

6
\$52.50
REC - \$52.50
Doc - \$8669.50

This Instrument Prepared by:

STEFANIE SOMMERS, ESQ.

Otten, Johnson, Robinson,
Neff & Ragonetti, P.C.
950 17th Street, Ste. 1600
Denver, Colorado 80202

Return to Brooke McCranie
Chicago Title Insurance Company
5690 W Cypress St., Ste A
Tampa, FL 33607

After recording return to:

File # 4270750

Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
New River Center, Suite 2100
200 East Las Olas Boulevard
Fort Lauderdale, Florida 33301
William B. Mason, Esq.

Parcel Control Number(s): 4841 24 10 0030

CONSIDERATION: \$ 1,238,401.92

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") made and executed this 18th day of June, 2013, by BLOCKBUSTER L.L.C., a Colorado limited liability company, formerly known as BBI Operating L.L.C., whose address is 9601 South Meridian Boulevard, Englewood, Colorado 80112 (hereinafter called the "Grantor"), to LE-PSL, LLC, a Florida limited liability company, whose address is c/o Leder Group, Inc., 4755 Technology Way Suite 203, Boca Raton, Florida 33431-3338, as to an undivided 41% interest, and Williamson Creek Venture, L.C., a Florida limited liability company, whose address is c/o Leder Group, Inc., 4755 Technology Way Suite 203, Boca Raton, Florida 33431-3338, as to an undivided 59% interest, as tenants in common (collectively, hereinafter called the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or partnerships)

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain piece, parcel or tract of land situated in the City of Margate, Broward County, Florida, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

TOGETHER with all the tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the Property in fee simple forever.

AND Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other (the "Title Warranty").

THIS conveyance is made subject to, and by acceptance of this Deed, Grantee accepts this conveyance subject to the matters listed on Exhibit B attached hereto and made a part hereof, provided that this provision shall not operate to reimpose same.

Except for the Title Warranty, neither Grantor, nor any other person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Property. Neither Grantor nor any other person will be subject to any liability to Grantee or any other person resulting from the distribution to Grantee, or Grantee's use of, any such information, including, without limitation, any information, document or material made available to Grantee or its representatives in connection with Grantee's due diligence investigation of the Property. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE TITLE WARRANTY, THIS CONVEYANCE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED OR, TO THE MAXIMUM EXTENT PERMITTED BY LAW, STATUTORY) BY GRANTOR. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, THE PROPERTY IS BEING CONVEYED ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS AND ANY AND ALL LATENT AND PATENT DEFECTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH GRANTOR HEREBY DISCLAIMS, EXCEPT FOR THE TITLE WARRANTY. THIS DISCLAIMER SHALL SURVIVE INDEFINITELY.

Grantor hereby discloses that the surface estate with respect to any Property may be owned separately from the underlying mineral estate and transfer to Grantee of such surface estate does not necessarily include the transfer to Grantee of any related mineral or water rights; and third parties may hold interests in oil, gas, minerals, geothermal energy or water on or under the Property, which interests may give them rights to enter and use the Property.

[Signature Page Follows]

IN WITNESS WHEREOF, this Deed has been executed by the Grantor as of the day and year set forth above.

Signed, sealed and delivered
in the presence of:

Nicholas Sayeedi
Witness #1

Print: Nicholas Sayeedi

Christopher T. Toll
Witness #2

Print: Christopher T. Toll

BLOCKBUSTER L.L.C.,
a Colorado limited liability company,
formerly known as BBI Operating L.L.C.

By: Michael Kelly
Name: Michael Kelly
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10th day of June, 2013, by Michael Kelly, as President of Blockbuster L.L.C., a Colorado limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

Sheri Smith
Notary Public

My commission expires: 9-28-15



EXHIBIT A

(Attached to and forming a part of
the Special Warranty Deed
from Blockbuster L.L.C., as grantor
LE-PSL, LLC and Williamson Creek Venture, L.C., as grantee)

Description of the Property

PARCEL I:

All those tracts, pieces and parcels of land situate in Broward County, Florida, more particularly described as follows:

A parcel of land in MARGATE PLAZA NO. 1; according to the Plat thereof, as recorded in Plat Book 132, at Page 50, of the Public Records of Broward County, Florida; being more particularly described as follows:

Beginning at the Northernmost Southeast corner of said Plat; thence North 01 degrees 00 minutes 34 seconds West along the Easterly line of said Plat and along the Westerly right-of-way of State Road #7 (D.O.T. R/W Map #86100-2549), a distance of 162.00 feet; thence South 88 degrees 59 minutes 26 seconds West, a distance of 165.00 feet; thence South 51 degrees 00 minutes 02 seconds West, a distance of 150.99 feet; thence South 06 degrees 10 minutes 16 seconds West, a distance of 120.00 feet; thence North 88 degrees 59 minutes 26 seconds East along the Southerly line of said Plat and along the Northerly right-of-way line of NW 31st Street, a distance of 249.00 feet; thence North 43 degrees 59 minutes 26 seconds East, a distance of 70.71 feet to the Point Of Beginning.

LESS that portion dedicated as right-of-way as shown on said Plat and being more particularly described as follows:

Commence at the Northernmost Southeast corner of said Plat; thence South 43°59'26" West for a distance of 70.71 feet to a point lying on the South line of said plat; thence South 88°59'26" West for 57.00 feet to the Point of Beginning "A"; thence continue South 88°59'26" West along said South line for 192.00 feet; thence run North 06°10'16" East for 8.06 feet; thence North 88°59'26" East for 90.99 feet; thence South 86°26'08" East for 100.32 feet to the Point of Beginning "A".

PARCEL II:

Easements for the benefit of Parcel I as created by Declaration of Reciprocal Easement and Operating Agreement filed August 26, 1988 in Official Records Book 15727, Page 657, for the purposes described in that Agreement over, under and across the land described therein. Subject to the terms, provisions and conditions set forth in said instrument.

PARCEL III:

Easements for the benefit of Parcel I as created by Declaration of Covenants for Water Management dated December 10, 1987 and filed in Official Records Book 15071, Page 620, as affected by Assignment of Developers Rights filed in Official Records Book 16215, at Page 314, for the purposes described in said Agreement over, under and across the land more particularly described in said Agreement. Subject to the terms, provisions and conditions set forth in said instrument.

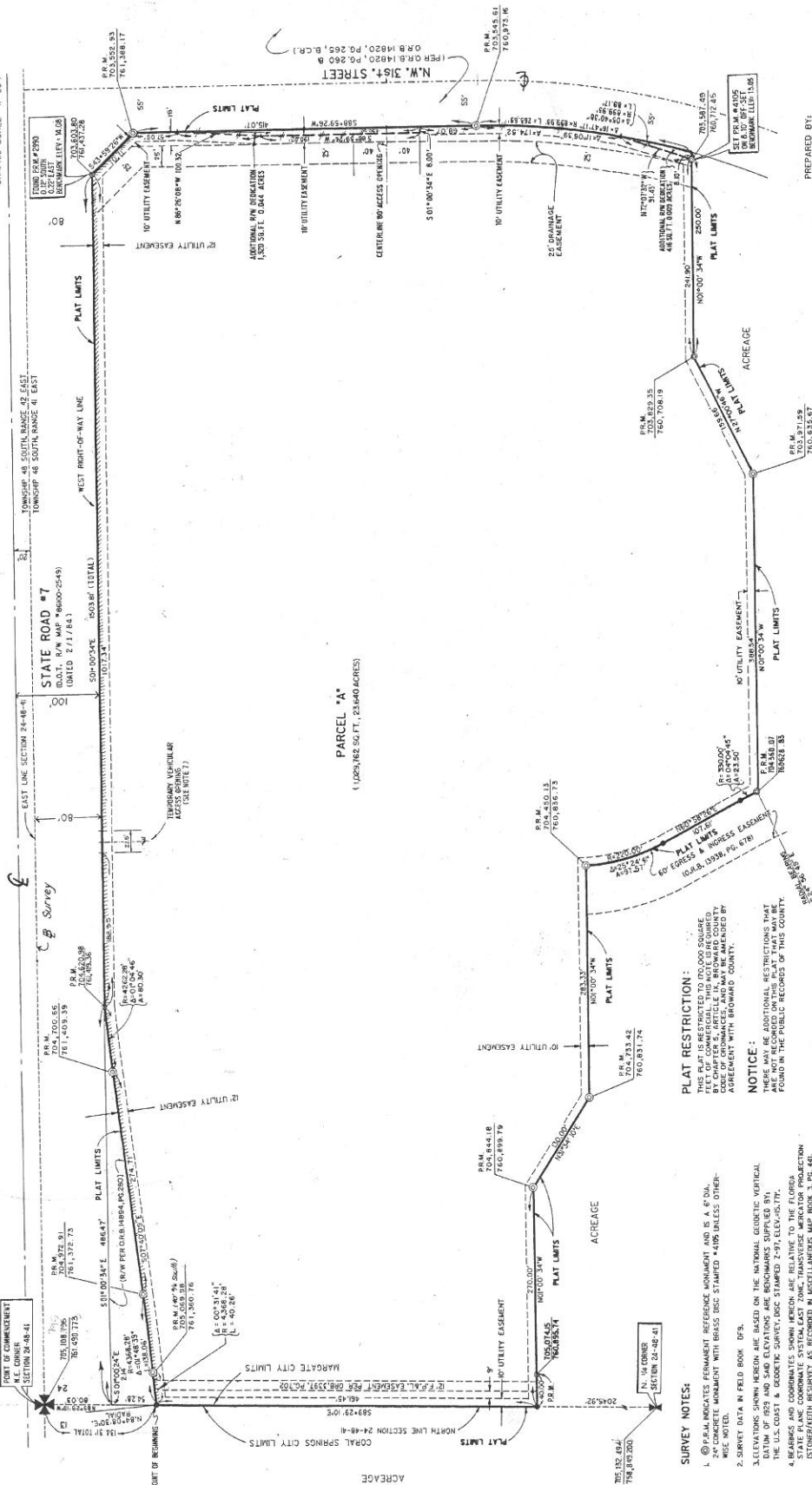
EXHIBIT B

(Attached to and forming a part of
the Special Warranty Deed
from Blockbuster L.L.C., as grantor
to LE-PSL, LLC and Williamson Creek Venture, L.C., as grantee)

Matters to Which Title is Subject

1. Taxes and assessments for the year 2013 and subsequent years, a lien not yet due or payable.
2. Exceptions affecting title created by, on behalf of or with the consent of C4 Molior, LLC, a North Carolina limited liability company, Grantee or both.
3. All matters of record, but excluding liens securing consensual debt and mechanics liens.
4. Conditions that may be shown by a current, accurate survey.
5. Easements, variances, encroachments, restrictions, rights of way and any other non-monetary title defects.
6. Zoning, building and similar restrictions.

A PORTION OF THE NE¹/₄ OF SECTION 24, TOWNSHIP 48 SOUTH RANGE 41 EAST
CITY OF MARGATE, BROWARD COUNTY, FLORIDA



PLAT RESTRICTION:

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT HAVE NOT BEEN RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

NOTICE:

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

$\frac{Q_{\text{max}}}{Q_{\text{min}}}$

ACREAGE TABULATION

PARCEL "A"	1,029,762	S.F.	23,640	ACRES
R/W DEDICATION	2,336	S.F.	0.054	ACRES
TOTAL	1,032,098	S.F.	23,694	ACRES

PREPARED BY:

KEITH AND SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS

6500 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA 33309
(305) 776-1616
SEPTEMBER 1986