

## DEPARTMENT OF PLANNING



File No. (internal use only): \_\_\_\_\_

2600 Hollywood Boulevard Room 315  
Hollywood, FL 33022

# GENERAL APPLICATION



Tel: (954) 921-3471  
Fax: (954) 921-3347

*This application must be completed in full and submitted with all documents to be placed on a Board or Committee's agenda.*

*The applicant is responsible for obtaining the appropriate checklist for each type of application.*

*Applicant(s) or their authorized legal agent must be present at all Board or Committee meetings.*

*At least one set of the submitted plans for each application must be signed and sealed (i.e. Architect or Engineer).*

*Documents and forms can be accessed on the City's website at*  
<http://www.hollywoodfl.org/DocumentCenter/Home/View/21>



### APPLICATION TYPE (CHECK ONE):

- ☒ Technical Advisory Committee ☐ Historic Preservation Board  
☐ City Commission ☐ Planning and Development Board

Date of Application: \_\_\_\_\_

Location Address: SW 30 Avenue, Hollywood

Lot(s): PARCEL "K" Block(s): \_\_\_\_\_ Subdivision: PORT 95

Folio Number(s): 50422940 0110

Zoning Classification: IM3 Land Use Classification: INDUSTRIAL

Existing Property Use: VACANT Sq Ft/Number of Units: \_\_\_\_\_

Is the request the result of a violation notice? ( ) Yes ( ) No If yes, attach a copy of violation.

Has this property been presented to the City before? If yes, check all that apply and provide File Number(s) and Resolution(s): \_\_\_\_\_

- ☐ Economic Roundtable ☒ Technical Advisory Committee ☐ Historic Preservation Board  
☐ City Commission ☐ Planning and Development

Explanation of Request: SITE PLAN APPROVAL FOR TWO(2) NEW OFFICE/WARE BUILDINGS AT VACANT LAND.

Number of units/rooms: \_\_\_\_\_ Sq Ft: \_\_\_\_\_

Value of Improvement: \$1,836,000 Estimated Date of Completion: AUG. 2017

Will Project be Phased? ( ) Yes ☒ No If Phased, Estimated Completion of Each Phase \_\_\_\_\_

Name of Current Property Owner: LIS HOLDINGS, LLC.

Address of Property Owner: 1631 N. PARK RD. FT. LAUD. FL.

Telephone: 954.732.0194 Fax: \_\_\_\_\_ Email Address: ISAVID\_OEM@YAHOO.COM

Name of Consultant/Representative/Tenant (circle one): JAVIER CAPPELLETI

Address: 7100 NW 12 STREET #20 MIAMI Telephone: 305.592.7565

Fax: 305.592.8141 Email Address: JCAPPELLETI@AOL.COM

Date of Purchase: April '16 Is there an option to purchase the Property? Yes ( ) No ☒

If Yes, Attach Copy of the Contract.

List Anyone Else Who Should Receive Notice of the Hearing: N/A

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

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



# DEPARTMENT OF PLANNING



2600 Hollywood Boulevard Room 315  
Hollywood, FL 33022

## GENERAL APPLICATION

### CERTIFICATION OF COMPLIANCE WITH APPLICABLE REGULATIONS

The applicant/owner(s) signature certifies that he/she has been made aware of the criteria, regulations and guidelines applicable to the request. This information can be obtained in Room 315 of City Hall or on our website at [www.hollywoodfl.org](http://www.hollywoodfl.org). The owner(s) further certifies that when required by applicable law, including but not limited to the City's Zoning and Land Development Regulations, they will post the site with a sign provided by the Office of Planning and Development Services. The owner(s) will photograph the sign the day of posting and submit photographs to the Office of Planning and Development Services as required by applicable law. Failure to post the sign will result in violation of State and Municipal Notification Requirements and Laws.

(I)(We) certify that (I) (we) understand and will comply with the provisions and regulations of the City's Zoning and Land Development Regulations, Design Guidelines, Design Guidelines for Historic Properties and City's Comprehensive Plan as they apply to this project. (I)(We) further certify that the above statements and drawings made on any paper or plans submitted herewith are true to the best of (my)(our) knowledge. (I)(We) understand that the application and attachments become part of the official public records of the City and are not returnable.

Signature of Current Owner: Israel Savir

Date: 09/16/2016

PRINT NAME: Israel Savir for LIS Holdings LLC

Date: 09/16/2016

Signature of Consultant/Representative: JAVIER CAPPELLETI

Date: 9.16.16

PRINT NAME: JAVIER CAPPELLETI

Date: 9.16.16

Signature of Tenant: \_\_\_\_\_

Date: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Date: \_\_\_\_\_

### CURRENT OWNER POWER OF ATTORNEY

I am the current owner of the described real property and that I am aware of the nature and effect the request for (project description) OFFICE/WAREHOUSE PROJECT to my property, which is hereby made by me or I am hereby authorizing (name of the representative) JAVIER CAPPELLETI to be my legal representative before the BOARD & COMMITTEE (Board and/or Committee) relative to all matters concerning this application.

Sworn to and subscribed before me

this 9th day of September

[Signature]  
Notary Public State of Florida



My Commission Expires: 6/25/2017 (Check One)

Israel Savir

SIGNATURE OF CURRENT OWNER

Israel Savir

PRINT NAME

(Personally known) to me; OR \_\_\_\_\_

Office - Warehouse Facility for:

PARCEL "K"

LIS HOLDINGS LLC

PORT 95, S.W. 30th AVENUE & S.W. 36th STREET  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

**Survey**

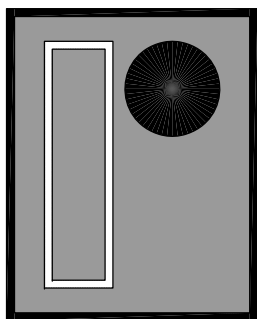
SHEET 1 SURVEY

**Architectural**

A-1 Site Plan  
A-1.1 Site Information & Details  
A-2 Building "A" Elevations  
A-2.1 Building "B" Elevations

PRELIMINARY TAC

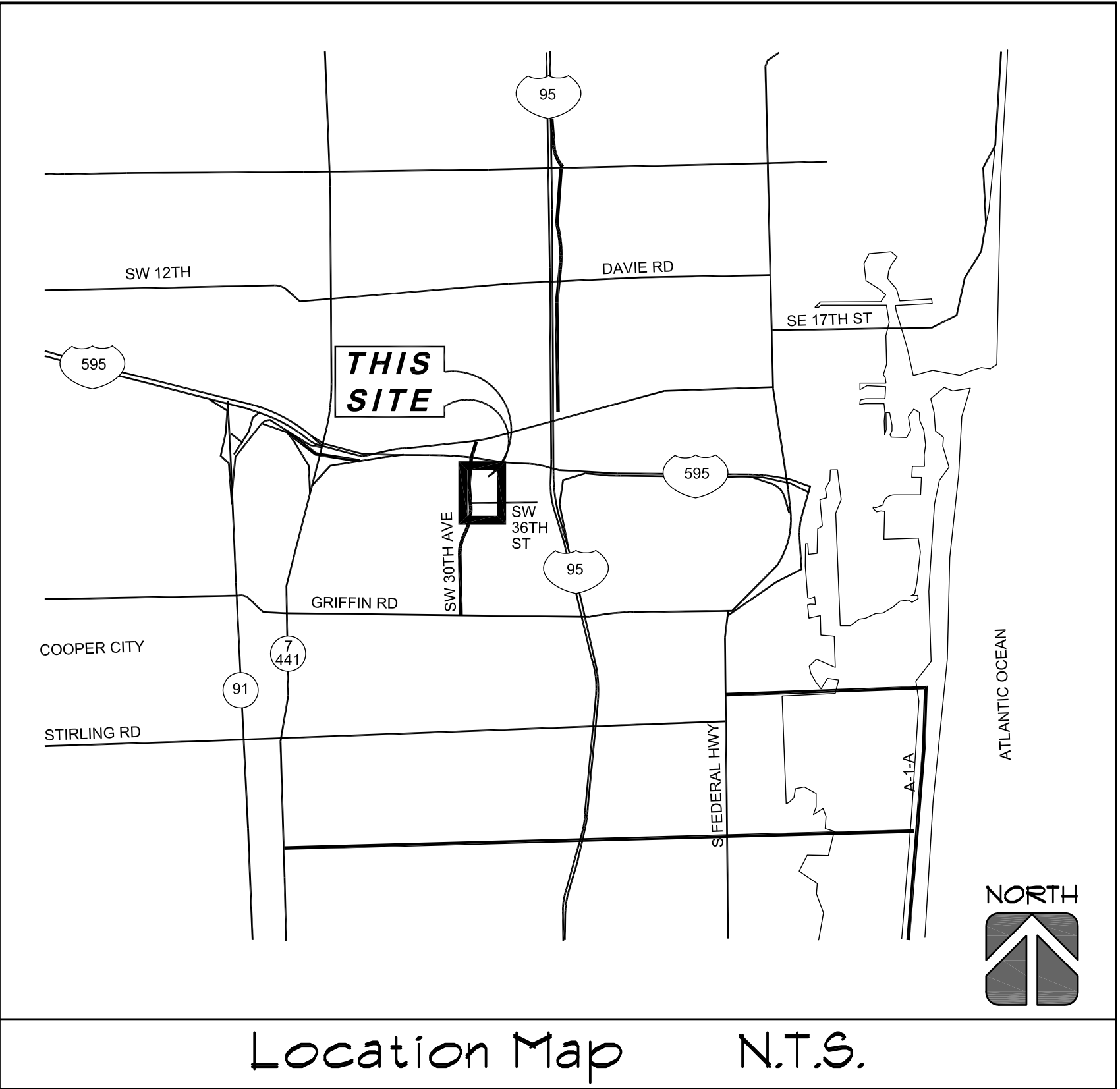
09.19.16



**Rodriguez Pereira  
Architects, Inc.**

8000 NW 7th Street - Suite 103 - Miami, FL 33126  
Phone: (305) 592-8045 FAX: (305) 592-5756  
WWW.RODRIGUEZPEREIRA.COM

Architecture  
Planning &  
Urban Design  
Space Planning  
Interior Design  
Corp. Lic. # AA-C001984



SITE PLAN DATE: 09.16.16



DESCRIPTION

PARCEL K, PORT 95 COMMERCE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 144, PAGE 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SURVEY NOTES:

- ALL PROPERTY CORNERS ARE SET IRON ROD & CAP D.S. & ASSOC., P.S.M.6422, UNLESS OTHERWISE NOTED.
- BELOW GROUND IMPROVEMENTS AND/OR ENCROACHMENTS, IF ANY, WERE NEITHER INVESTIGATED NOR LOCATED UNLESS SPECIFICALLY NOTED.
- THE UNDERSIGNED AND DJS SURVEYORS, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND/OR EASEMENTS OF RECORD.
- THIS SURVEY IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE CERTIFYING SURVEYOR.
- BEARINGS SHOWN HEREON ARE BASED ON PORT 95 COMMERCE PARK PLAT (P.B. 144, PG. 2, B.C.R.).
- ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88).
- BENCHMARK OF ORIGIN: FLORIDA DEPARTMENT OF TRANSPORTATION, ROAD NO. 862, FINANCIAL PROJECT ID 409354-1-22-01, BENCHMARKS BLC29, EL.=5.05 AND BLC30, EL.=5.217.
- SURVEY FIELDWORK WAS COMPLETED ON 9/22/2014 AND UPDATED IN THE FIELD 5/13/16.

SYMBOLS

- ANCHOR
- LIGHT POLE
- CATCH BASIN
- WOOD UTILITY POOL
- FIRE HYDRANT
- WATER VALVE
- ELECTRIC BOX
- BACK FLOW PREVENTER
- STREET SIGN
- POWER POLE
- WATER METER
- ELEVATION NAVD 88
- BASELINE
- RIGHT-OF-WAY LINE
- METAL LIGHT POLE
- SEWER MANHOLE
- DRAINAGE MANHOLE
- PAINT MARK (FPL, H2O, GAS)
- SET IRON ROD & CAP LB 6422
- NON VEHICULAR ACCESS LINE
- FLOW LINE

DESCRIPTION

PARCEL K, PORT 95 COMMERCE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 144, PAGE 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SCHEDULE B, CHICAGO TITLE INSURANCE COMPANY FILE # 39863, DATED APRIL 8, 2016 AT 2:03 PM.

OWNERSHIP & ENCUMBRANCE REPORT, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 1062-3632882, CUSTOMER REFERENCE NUMBER LIS HOLDINGS LLC

ITEMS 1 THROUGH 8 ARE STANDARD COMMITMENT ITEMS, ARE A NOT A SURVEY MATTER AND ARE PLOTTABLE.

- RESOLUTION DESIGNATING AREA OF OPERATION OF BROWARD COUNTY WATER AND SEWER SYSTEM NO. 3 ADOPTED DECEMBER 10, 1968, RECORDED JUNE 23, 1969, IN OFFICIAL RECORDS BOOK 3943, PAGE 410, AS CORRECTED BY RESOLUTION ADOPTED MARCH 9, 1971, RECORDED MARCH 10, 1971, IN OFFICIAL RECORDS BOOK 4442, PAGE 847, AND RECORDED JULY 27, 1971, IN OFFICIAL RECORDS BOOK 4653, PAGE 472, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY BUT IS NOT A SURVEY MATTER.
- ORDINANCE NO. 88-82 BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA ADOPTING A DEVELOPMENT ORDER FOR THE ALANDCO BROWARD COUNTY DEVELOPMENT OF REGIONAL IMPACT TO BE LOCATED ON PROPERTY IN SECTIONS 20, 29 AND 30, TOWNSHIP 50 SOUTH, RANGE 42 EAST, DATED DECEMBER 22, 1988, RECORDED DECEMBER 28, 1988, IN OFFICIAL RECORDS BOOK 1696, PAGE 877, AS AFFECTED BY NOTICE OF ADDITION OF DEVELOPMENT ORDER MADE BY ALANDCO, INC. A FLORIDA CORPORATION, DATED JUNE 5, 1990, RECORDED JULY 3, 1990, IN OFFICIAL RECORDS BOOK 17557, PAGE 491, AND AS AFFECTED BY SURVEYOR'S AFFIDAVIT DATED JULY 16, 1990, RECORDED JULY 18, 1990, IN OFFICIAL RECORDS BOOK 17599, PAGE 35, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY BUT IS NOT A SURVEY MATTER AND IS NOT PLOTTABLE.
- DECLARATION OF RESTRICTIVE COVENANTS RUNNING WITH THE LAND IN FAVOR OF THE BROWARD COUNTY PROPERTY APPRAISER AND BROWARD COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, DATED JUNE 7, 1989, RECORDED JUNE 27, 1989, IN OFFICIAL RECORDS BOOK 16853, PAGE 528, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY BUT IS NOT A SURVEY MATTER AND IS NOT PLOTTABLE.
- MEMORANDUM OF DEVELOPMENT AGREEMENT AND AGREEMENT ESTABLISHING OPTION RIGHTS AND RESTRICTIONS ON DEVELOPMENT BY AND BETWEEN ALANDCO INC., A FLORIDA CORPORATION AND TCW LAND FUND I HOLDING COMPANY, A CALIFORNIA CORPORATION, DATED JULY 27, 1989, RECORDED JULY 25, 1989, IN OFFICIAL RECORDS BOOK 16936, PAGE 113, AS AMENDED BY FIRST AMENDMENT DATED JANUARY 31, 1993, RECORDED MAY 27, 1993, IN OFFICIAL RECORDS BOOK 36711, PAGE 913, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY BUT IS NOT A SURVEY MATTER AND IS NOT PLOTTABLE.

- EASEMENTS, RESTRICTIONS, RESERVATIONS AND DEDICATIONS AS LOCATED AND RESERVED ON THE RECORDED PLAT OF PORT 95 COMMERCE PARK, AS FILED MAY 21, 1990, IN PLAT BOOK 144, PAGE 2, AS AFFECTED BY CONSENT MADE BY PORT 95 COMMERCE PARK ASSOCIATION, INC. FOR THE BENEFIT OF THE CITY OF HOLLYWOOD, FLORIDA, DATED JUNE 8, 1991, RECORDED JUNE 8, 1991, IN OFFICIAL RECORDS BOOK 18448, PAGE 336, AND AS AMENDED BY AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT DATED SEPTEMBER 18, 2003, RECORDED OCTOBER 3, 2003, IN OFFICIAL RECORDS BOOK 36711, PAGE 913, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.
- EASEMENT BETWEEN ALANDCO, INC., A FLORIDA CORPORATION, AND THE CITY OF HOLLYWOOD, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, DATED JUNE 6, 1991, RECORDED JUNE 6, 1991, IN OFFICIAL RECORDS BOOK 18448, PAGE 291, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.

- DECLARATION OF COVENANTS, AGREEMENT AND RELEASE MADE BY AND BETWEEN ALANDCO, INC., A FLORIDA CORPORATION, AND KENNETH ZUGAR JR. AND ARLENE E. ZUGAR, HIS WIFE, DATED DECEMBER 28, 1993, RECORDED JANUARY 10, 1994, IN OFFICIAL RECORDS BOOK 21624, PAGE 908, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY BUT IS NOT A SURVEY MATTER AND IS NOT PLOTTABLE.
- DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PORT 95 COMMERCE PARK MADE BY ALANDCO, INC., A FLORIDA CORPORATION, AND JOINED BY PORT 95 COMMERCE PARK ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, DATED OCTOBER 13, 1990, RECORDED JANUARY 28, 1994, IN OFFICIAL RECORDS BOOK 21694, PAGE 570, AS AMENDED BY AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PORT 95 COMMERCE PARK DATED SEPTEMBER 13, 1995, RECORDED SEPTEMBER 21, 1995, IN OFFICIAL RECORDS BOOK 23856, PAGE 394, AND AS FURTHER AMENDED BY AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PORT 95 COMMERCE PARK DATED SEPTEMBER 14, 2001, RECORDED SEPTEMBER 18, 2001, IN OFFICIAL RECORDS BOOK 32119, PAGE 854, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY BUT IS NOT A SURVEY MATTER AND IS NOT PLOTTABLE.

- PERPETUAL EASEMENT BETWEEN LIS HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION, DATED APRIL 6, 2016, RECORDED APRIL 8, 2016 IN INSTRUMENT NO. 113619436, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. AFFECTS SUBJECT PROPERTY AND IS SHOWN HEREON.
- NOTE: THE ABOVE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PORT 95 COMMERCE PARK PROVIDES FOR A "REPURCHASE OPTION" AS SET FORTH IN ARTICLE XII AND A "RIGHT OF FIRST REFUSAL" AS SET FORTH IN ARTICLE XII, BOTH IN FAVOR OF ALANDCO, INC., A FLORIDA CORPORATION.

TREE DESCRIPTION TABLE					
#	Ø"	DESCRIPTION	#	Ø"	DESCRIPTION
1	17	SOUTHERN LIVE OAK	40	19	JAVA PLUM
2	13	SOUTHERN LIVE OAK	41	13	BISCHOFIA
3	17	SOUTHERN LIVE OAK	42	CLUSTER	SENEGAL DATE
4	22	SOUTHERN LIVE OAK	43	8	BISCHOFIA
5	17	SOUTHERN LIVE OAK	44	7	BISCHOFIA
6	22	SOUTHERN LIVE OAK	45	6	UNKNOWN
7	24	AUSTRALIAN PALM	46	CLUSTER	BISCHOFIA
8	19	AUSTRALIAN PALM	47	10	BRAZILIAN PEPPER
9	19	AUSTRALIAN PALM	48	9	UNKNOWN
10	24	STRANGLER FIG	49	16	ROYAL PALM
11	22	AUSTRALIAN PALM	50	CLUSTER	BRAZILIAN PEPPER
12	8	BISCHOFIA	51	CLUSTER	SENEGAL DATE
13	14	MELALEUCA	52	CLUSTER	SENEGAL DATE
14	8	MELALEUCA	53	14	BISCHOFIA
15	24	AUSTRALIAN PALM	54	20	AUSTRALIAN PALM
16	18	SOUTHERN LIVE OAK	55	12	AUSTRALIAN PALM
17	18	AUSTRALIAN PALM	56	6	AUSTRALIAN PALM
18	24	SOUTHERN LIVE OAK	57	13	AUSTRALIAN PALM
19	26	SOUTHERN LIVE OAK	58	14	AUSTRALIAN PALM
20	22	SOUTHERN LIVE OAK	59	13	AUSTRALIAN PALM
21	26	SOUTHERN LIVE OAK	60	13	AUSTRALIAN PALM
22	13	SOUTHERN LIVE OAK	61	14	AUSTRALIAN PALM
23	14	SOUTHERN LIVE OAK	62	13	AUSTRALIAN PALM
24	22	SOUTHERN LIVE OAK	63	14	AUSTRALIAN PALM
25	12	BISCHOFIA	64	12	AUSTRALIAN PALM
26	7	BISCHOFIA	65	11	AUSTRALIAN PALM
27	16	SOUTHERN LIVE OAK	66	11	AUSTRALIAN PALM
28	17	SOUTHERN LIVE OAK	67	11	AUSTRALIAN PALM
29	14	ALBIZIA	68	13	BRAZILIAN PEPPER
30	18	ALBIZIA	69	CLUSTER	SENEGAL DATE
31	17	ALBIZIA	70	13	BRAZILIAN PEPPER
32	7	ALBIZIA	71	6	UNKNOWN
33	11	MELALEUCA	72	7	UNKNOWN
34	26	BISCHOFIA	73	11	AUSTRALIAN PALM
35	48	STRANGLER FIG	74	8	AUSTRALIAN PALM
36	10	UNKNOWN	75	11	UNKNOWN
37	18	ROYAL PALM	76	12	BRAZILIAN PEPPER
38	10	BRAZILIAN PEPPER	77	5	AUSTRALIAN PALM
39	17	JAVA PLUM	78	8	AUSTRALIAN PALM
			79	10	BLACK OLIVE
			80	11	BLACK OLIVE
			81	14	BISCHOFIA
			82	5	BLACK OLIVE
			83	CLUSTER	BRAZILIAN PEPPER
			84	CLUSTER	BRAZILIAN PEPPER
			85	31	BISCHOFIA
			86	8	BISCHOFIA
			87	11	BISCHOFIA
			88	54	STRANGLER FIG
			89	CLUSTER	BRAZILIAN PEPPER
			90	8	BRAZILIAN PEPPER
			91	5	BRAZILIAN PEPPER
			92	6	BRAZILIAN PEPPER
			93	7	BRAZILIAN PEPPER
			94	6	BRAZILIAN PEPPER
			95	60	STRANGLER FIG
			96	5	STRANGLER FIG
			97	48	STRANGLER FIG
			98	60	BRAZILIAN PEPPER
			99	18	BRAZILIAN PEPPER
			100	CLUSTER	BRAZILIAN PEPPER
			101	CLUSTER	BRAZILIAN PEPPER
			102	14	SOUTHERN LIVE OAK
			103	12	BRAZILIAN PEPPER
			104	17	ROYAL PALM
			105	18	SABAL PALM
			106	7	SABAL PALM
			107	8	BRAZILIAN PEPPER
			108	8	BRAZILIAN PEPPER
			109	12	BRAZILIAN PEPPER
			110	14	UNKNOWN
			111	11	GUMBO LIMBO
			112	12	AUSTRALIAN PALM
			113	CLUSTER	BRAZILIAN PEPPER
			114	22	SOUTHERN LIVE OAK
			115	CLUSTER	BRAZILIAN PEPPER
			116	CLUSTER	BRAZILIAN PEPPER
			117	CLUSTER	BRAZILIAN PEPPER

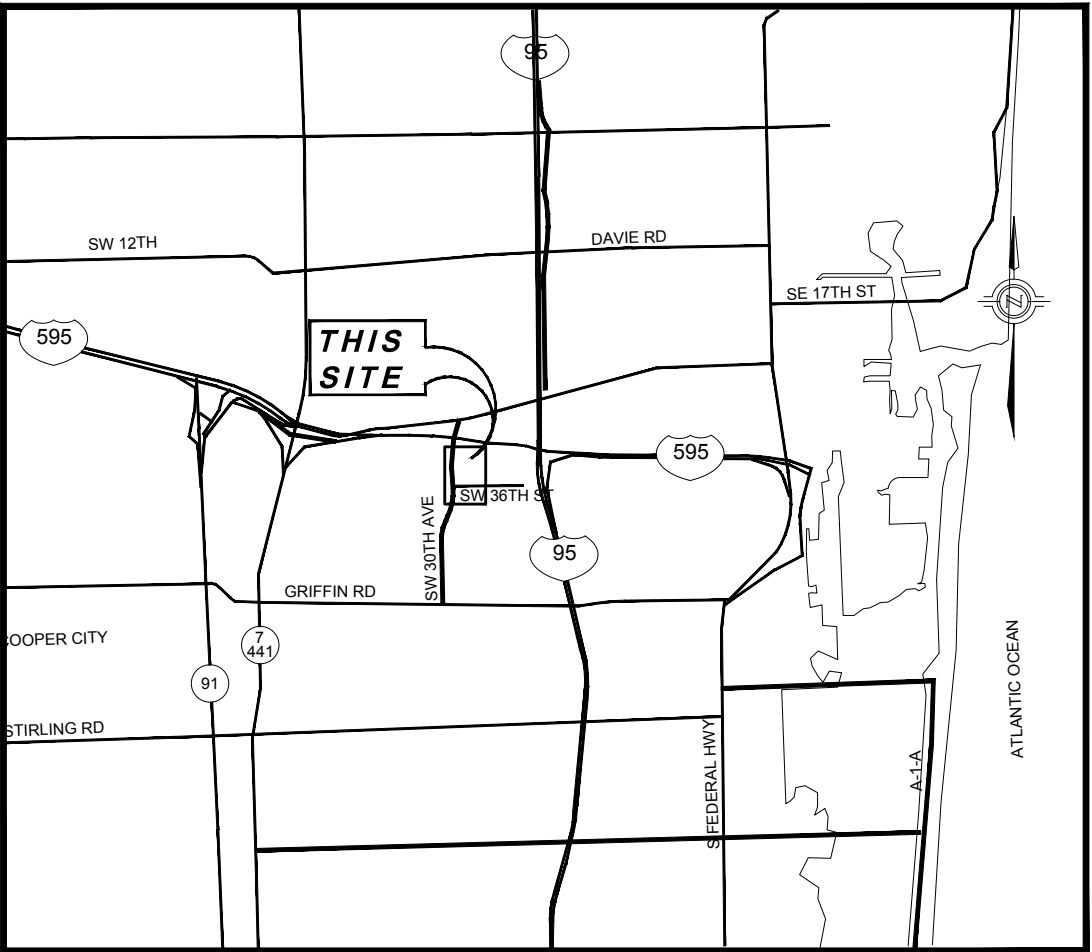
PROPERTY ADDRESS

S.W. 30th AVENUE  
HOLLYWOOD, FL

THE N.F.I.P. FLOOD MAPS HAS DESIGNATED THE HEREON DESCRIBED PROPERTY TO BE IN ZONE AH  
BASE FLOOD ELEVATION 4 FEET  
COMMUNITY NO. 125113 PANEL NO. 0558  
DATE OF FIRM 8/18/14  
FIRM INDEX DATE 8/18/2014

LEGEND:

- ASPH ..... ASPHALT
- B.M. .... BENCHMARK
- B.C.R. .... BROWARD COUNTY RECORDS
- C.B. .... CATCH BASIN
- CLF ..... CHAIN LINK FENCE
- CLP ..... CONCRETE LIGHT POLE
- CONC. .... CONCRETE
- CPP ..... CONCRETE POWER POLE
- CUP ..... CONCRETE UTILITY POLE
- D.B. .... DIRECTIONAL BORE
- D.E. .... DRAINAGE EASEMENT
- HH ..... HAND HOLE
- ELEV ..... ELEVATION
- ELEC ..... ELECTRIC
- FPL ..... FLORIDA POWER & LIGHT
- MH ..... MANHOLE
- N.V.A.L. .... NON-VEHICULAR
- OHW ..... OVERHEAD WIRE
- O.R.B. .... OFFICIAL RECORD BOOK
- P.B. .... PLAT BOOK
- PG ..... PAGE
- PRM ..... PERMANENT REFERENCE MONUMENT
- R/W ..... RIGHT-OF-WAY
- U.E. .... UTILITY EASEMENT
- WLP ..... WOOD LIGHT POLE
- WPP ..... WOOD POWER POLE
- S.D.R. & U.E. .... SIDEWALK, DRAINAGE, RETENTION, AND UTILITY EASEMENT



LOCATION MAP  
N.T.S.

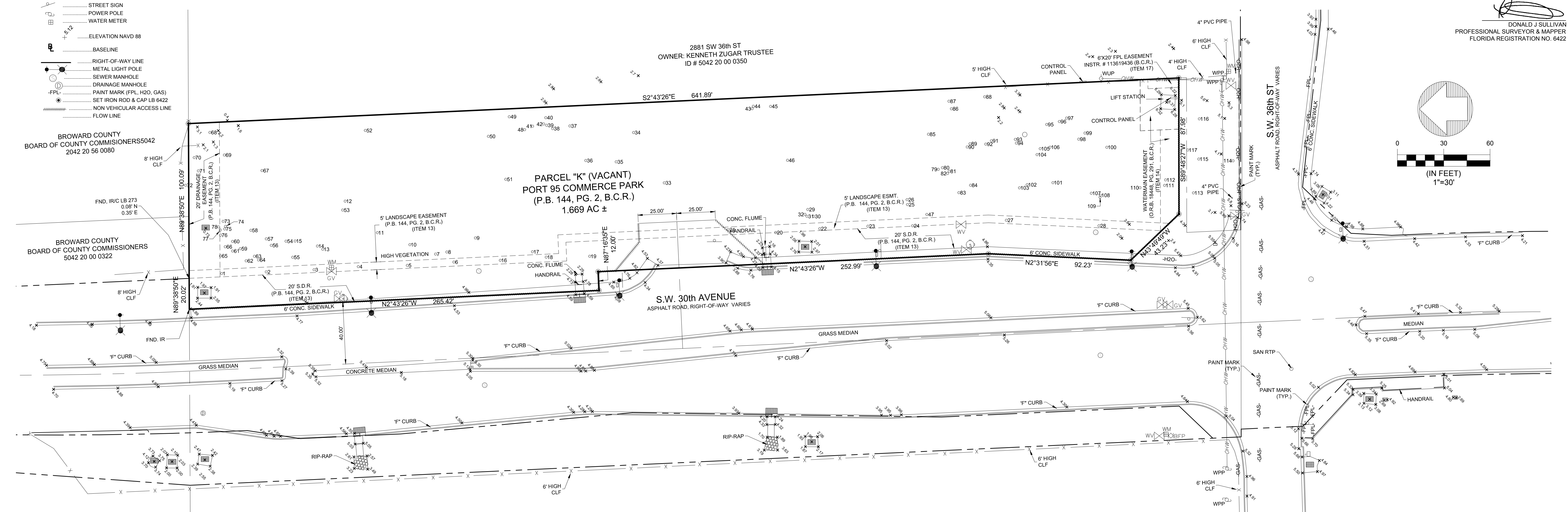
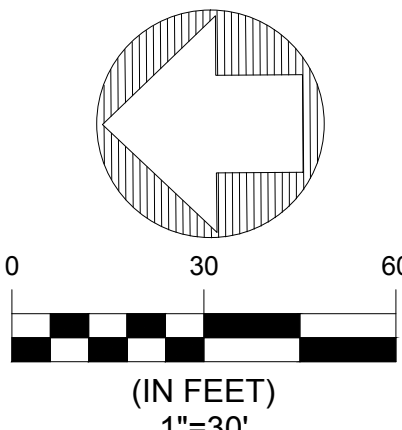
SURVEY CERTIFICATION:

TO: US HOLDINGS LLC C/O ISRAEL SAVIR;  
ALANDCO, INC.;  
CHICAGO TITLE INSURANCE AGENCY, INC.;  
CHICAGO TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 8, 11(a), 13, 14, 16, AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 5/13/16.

DATE OF PLAT OR MAP: 9/17/16

DONALD J. SULLIVAN  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 6422



NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER

DONALD J. SULLIVAN  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 6422

SHEET NO.  
1  
OF  
1

PARCEL "K"  
PORT 95 COMMERCE PARK  
(P.B. 144, PG. 2, B.C.R.)  
BROWARD COUNTY, FLORIDA

NOTE:  
ALL EASEMENTS, ABOVE GROUND IMPROVEMENTS, AND RIGHTS-OF-WAY, RECORDED AND VISIBLE ARE SHOWN ON THE HEREON DESCRIBED PROPERTY AS PER THE PLAT OF PORT 95 COMMERCE PARK, (PLAT BOOK 144, PAGE 2, B.C.R.) AND POLICY NO. 7230609-95994816, FILE NO. 39863 PREPARED BY CHICAGO TITLE INSURANCE COMPANY AND DATED APRIL 8, 2016 AT 2:03 PM.

ALTA/ACSM  
LAND TITLE SURVEY  
FOR:  
LIS HOLDINGS, LLC

REVISION	DATE	BY	CHECKED	FIELDBOOK/PAKE
REVIEW TITLE POLICY, ADD NOTE (NOT AN UPDATE SURVEY)	9/17/16	D.S.	D.J.S.	N/A
TREE LOCATION	5/13/16	L.T.	D.S.	N/A

DJS SURVEYORS, INCORPORATED  
SURVEYORS & MAPPERS  
19605 HAMPTON DR., UNIT # 3  
BOCA RATON, FL 33434  
PH (561) 883-0470 FAX (561) 883-0480  
www.djsurveyors.com  
CERTIFICATE OF AUTHORIZATION NO. LB 7870

SCALE:  
1" = 30'

FIELDBOOK/PAGE  
ELEC

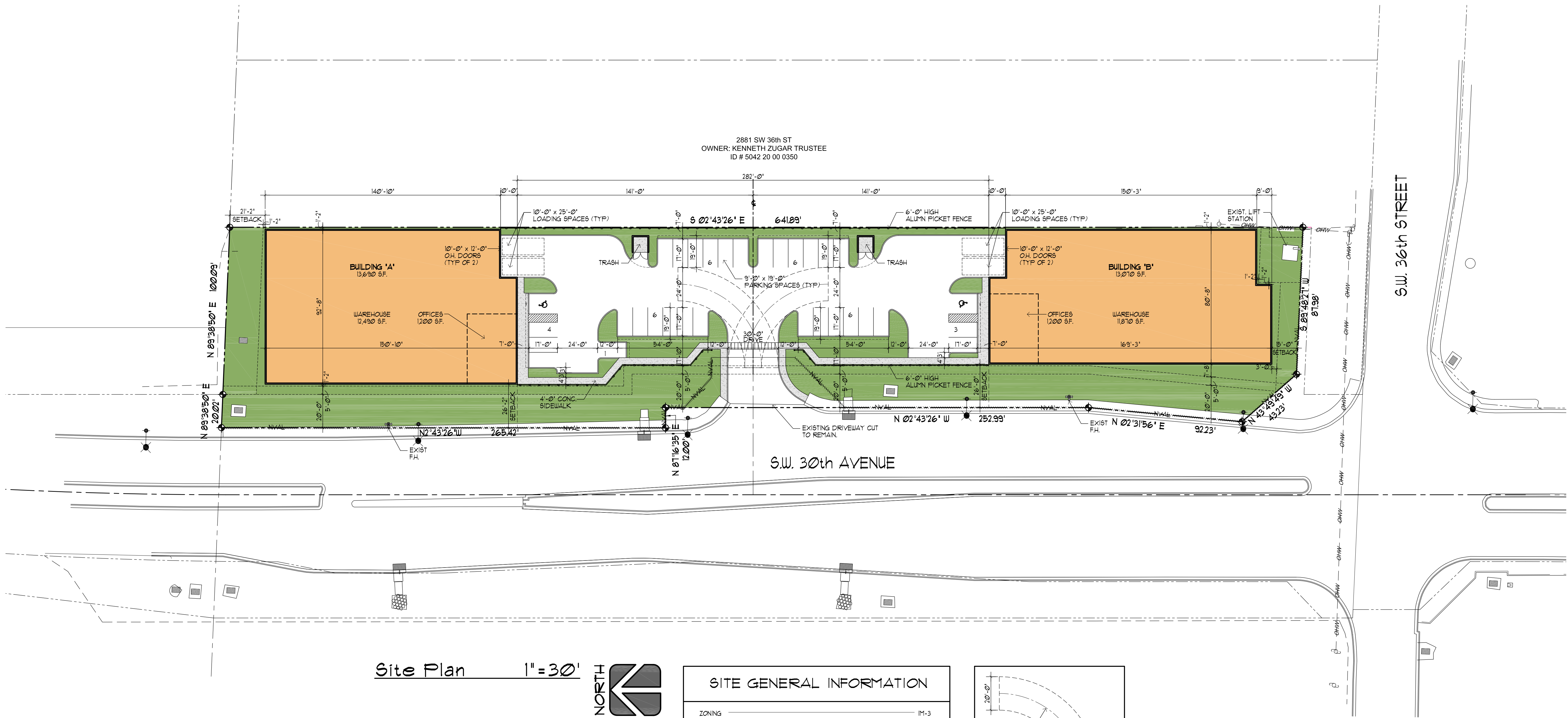
JOB NUMBER:  
16-106

DRAWN BY:  
E.B./L.T.

CHECKED BY:  
D.J.S.

SIGNATURE DATE:  
9/17/16





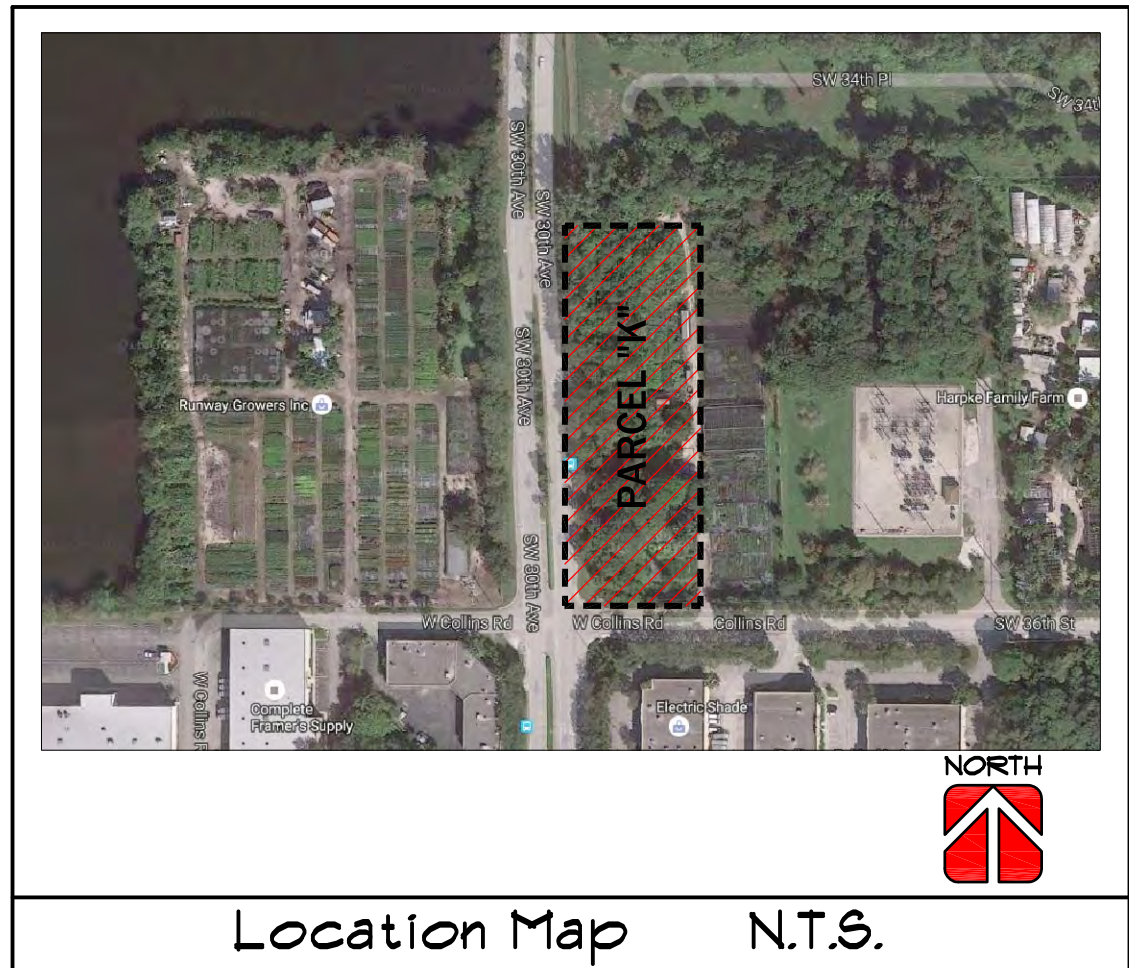
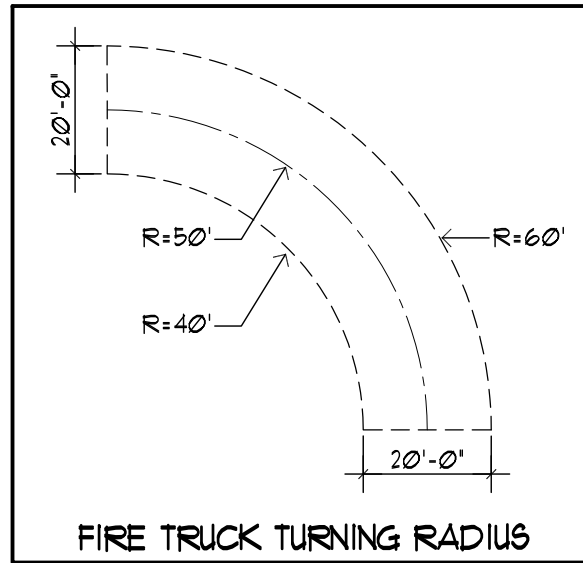
Site Plan 1"=30' NORTH

**LEGAL DESCRIPTION**  
PARCEL K, PORT 95 COMMERCE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 144, PAGE 2, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SETBACKS:			
		REQUIRED	PROVIDED
NORTH	(SIDE)	0'-0"	21'-2"
WEST (SW 30th AVE)	(FRONT)	15'-0"	26'-2" (BLDG 'A') 26'-0" (BLDG 'B')
SOUTH (NW 36th ST)	(SIDE)	15'-0"	15'-0"
EAST	(REAR)	0'-0"	1'-2"

**NOTE:**  
1- MAXIMUM OF ONE FOOT-CANDLE LEVEL AT ALL PROPERTY LINES.  
2- MAIL BOX LOCATED AT EACH MAIN OFFICE ENTRY (WALL MOUNTED)  
3- MAIL DELIVERY BY POST OFFICE TO EACH BUILDING (HAND DELIVERED)

SITE GENERAL INFORMATION	
ZONING	IM-3
LAND AREA	12,651 SF. (16.1 ACRES)
BUILDING AREA:	
BUILDING 'A'	
TOTAL OFFICE AREA	1,200 SF.
TOTAL WAREHOUSE AREA	12,490 SF.
TOTAL BUILDING AREA	13,690 SF.
BUILDING 'B'	
TOTAL OFFICE AREA	1,200 SF.
TOTAL WAREHOUSE AREA	11,810 SF.
TOTAL BUILDING AREA	13,010 SF.
TOTAL OFFICE AREA	2,400 SF.
TOTAL WAREHOUSE AREA	24,300 SF.
TOTAL BUILDING AREA	26,700 SF. (36.83%)
TOTAL BUILDING HEIGHT	35'-0" FROM FINISHED GRADE
PARKING REQUIREMENTS	
OFFICE AREA (1/400 SF.)	6 SPACES
WAREHOUSE AREA (1/1,000 SF.)	25 SPACES
TOTAL PARKING REQUIRED	31 SPACES
TOTAL PARKING PROVIDED	52 SPACES
TOTAL H.C. PARKING REQUIRED	2 SPACES
TOTAL H.C. PARKING PROVIDED	2 SPACES
PERVIOUS AREA:	
BUFFER AREA	15,016 SF. (20.67%)
LANDSCAPE AREA	10,804 SF. (14.87%)
TOTAL PERVIOUS AREA	25,820 SF. (35.54%)
IMPERVIOUS AREA:	
BUILDING FOOTPRINT	26,700 SF. (36.83%)
VEHICULAR USE	20,071 SF. (27.63%)
TOTAL IMPERVIOUS AREA	46,831 SF. (64.46%)



REVISIONS	BY

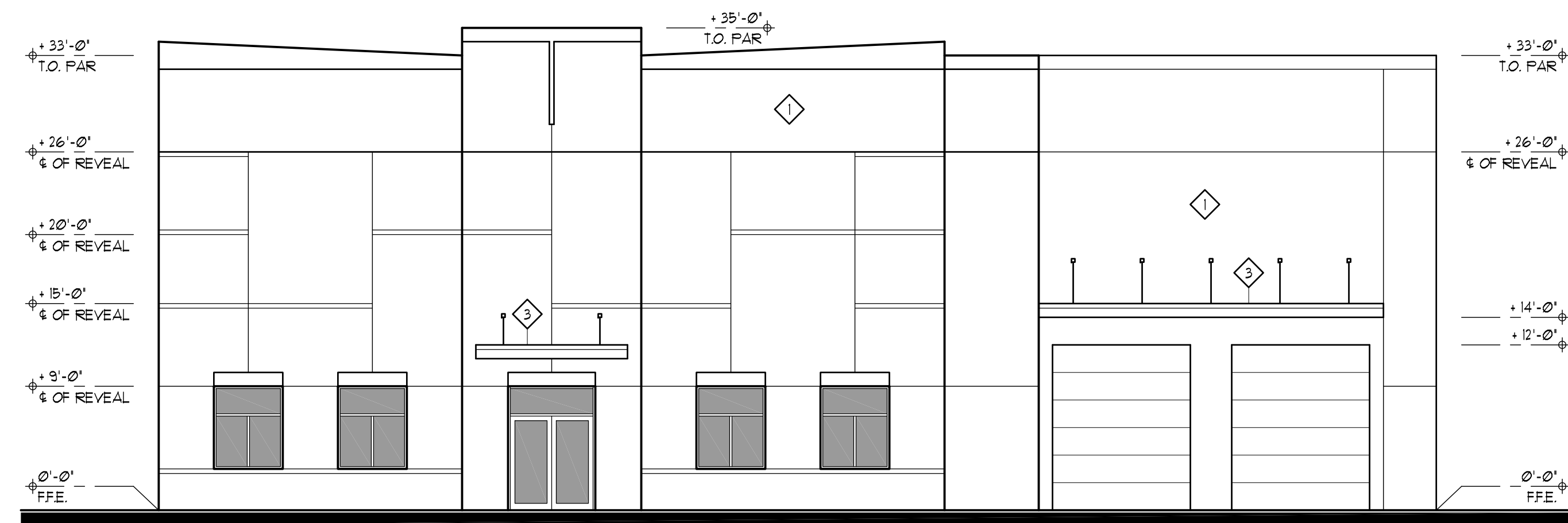
NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED & SEALED IN THIS BOX BY  
ALL BUILDING DEPARTMENT APPROVALS  
ARE OBTAINED AND COMMENTS  
INCORPORATED INTO THESE DWGS.

Date	09-16-16
Scale	
Drawn	
Job	16-030
Sheet	
A-1	
Of	Sheets

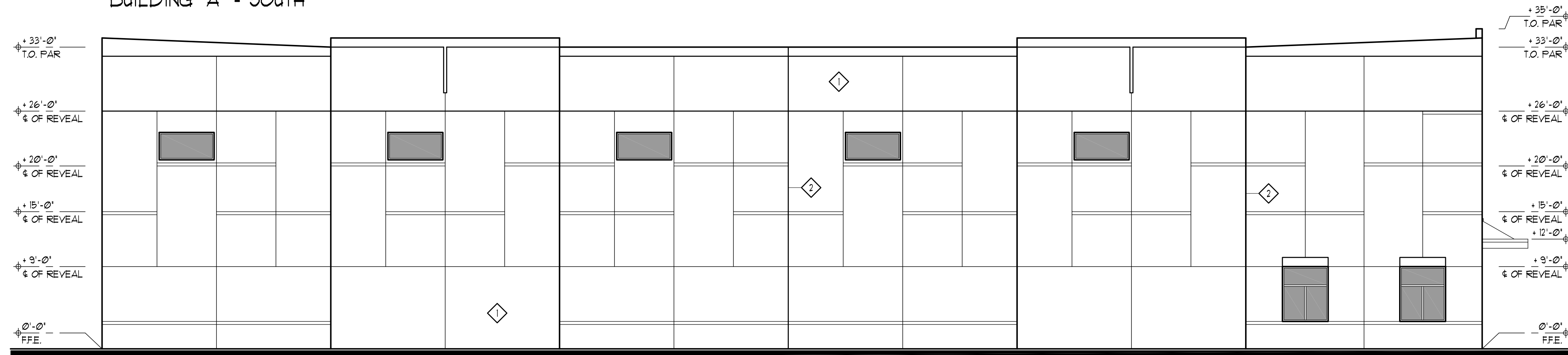




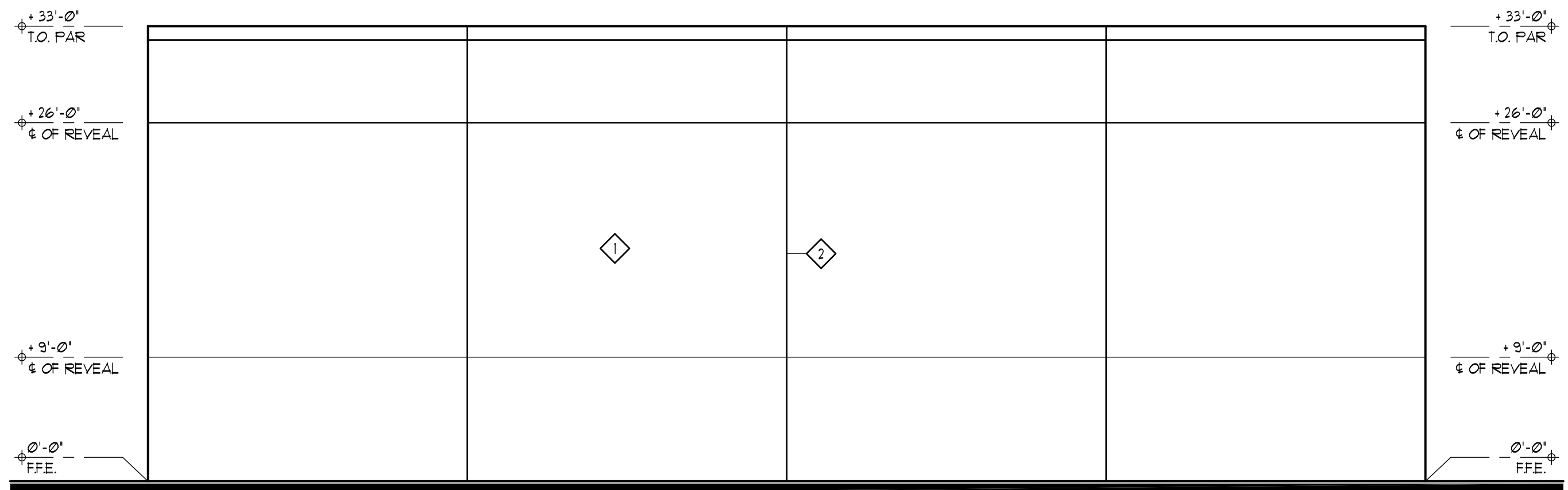




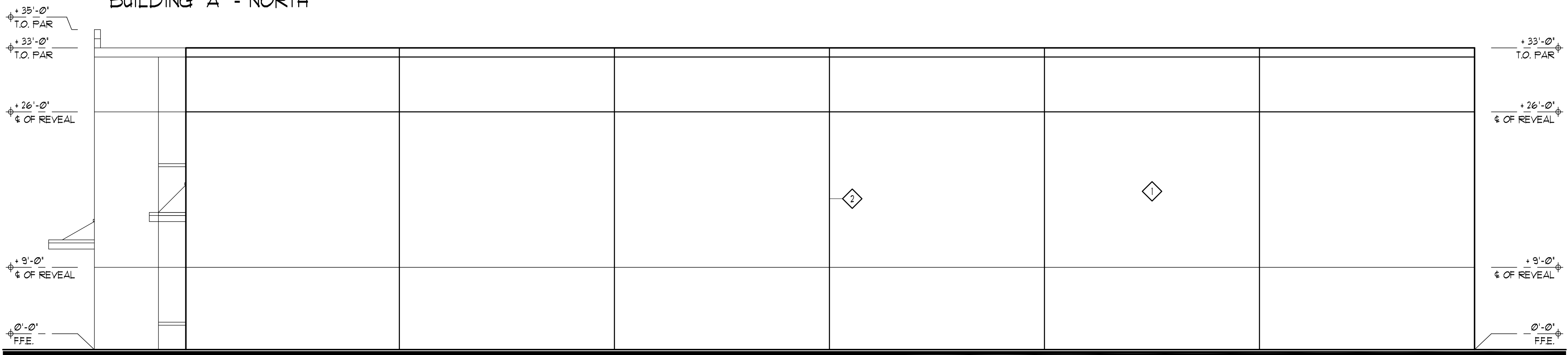
Front Elevation 1/8"  
BUILDING 'A' - SOUTH



Left Side Elevation 1/8"  
BUILDING 'A' - WEST



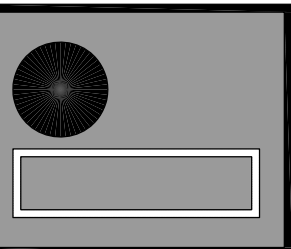
Rear Elevation 1/8"  
BUILDING 'A' - NORTH



Right Side Elevation 1/8"  
BUILDING 'A' - EAST

KEYED CONSTRUCTION NOTES

- 1 TEX-COTE XL-70 FINISH OVER PRIMER ON CONCRETE TILT-UP PANELS.
- 2 3/4" PANEL JOINT
- 3 PRE-ENGINEERED METAL CANOPY



Office - Warehouse Facility for:

PARCEL "K"  
LIS HOLDINGS LLC

PORT 95, S.W. 30th AVENUE & S.W. 36th STREET  
CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA

REVISIONS	BY

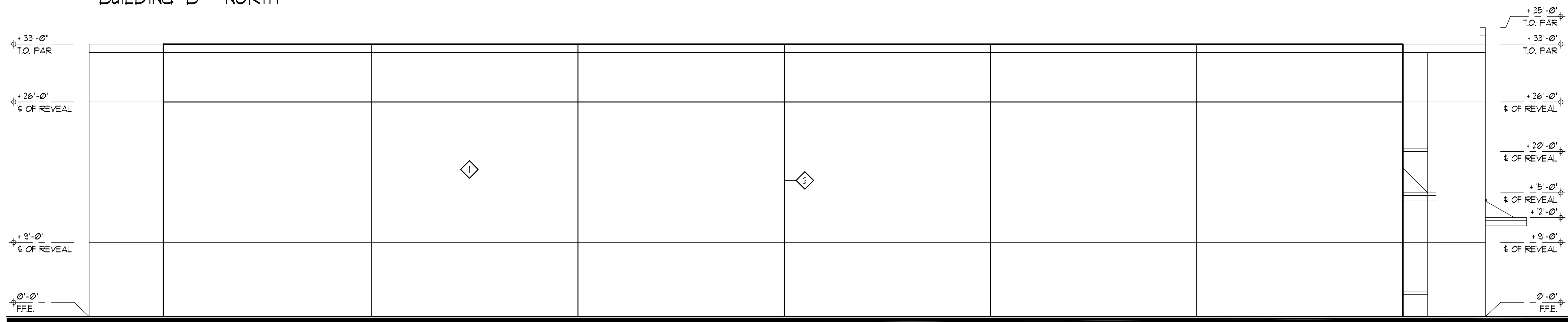
NOT VALID FOR CONSTRUCTION  
UNLESS SIGNED & SEAL IN THIS BOX &  
ALL BUILDING DEPARTMENT APPROVALS  
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INCORPORATED INTO THESE DWGS.

Date	09-16-16
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Job	16-030
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Of	Sheets

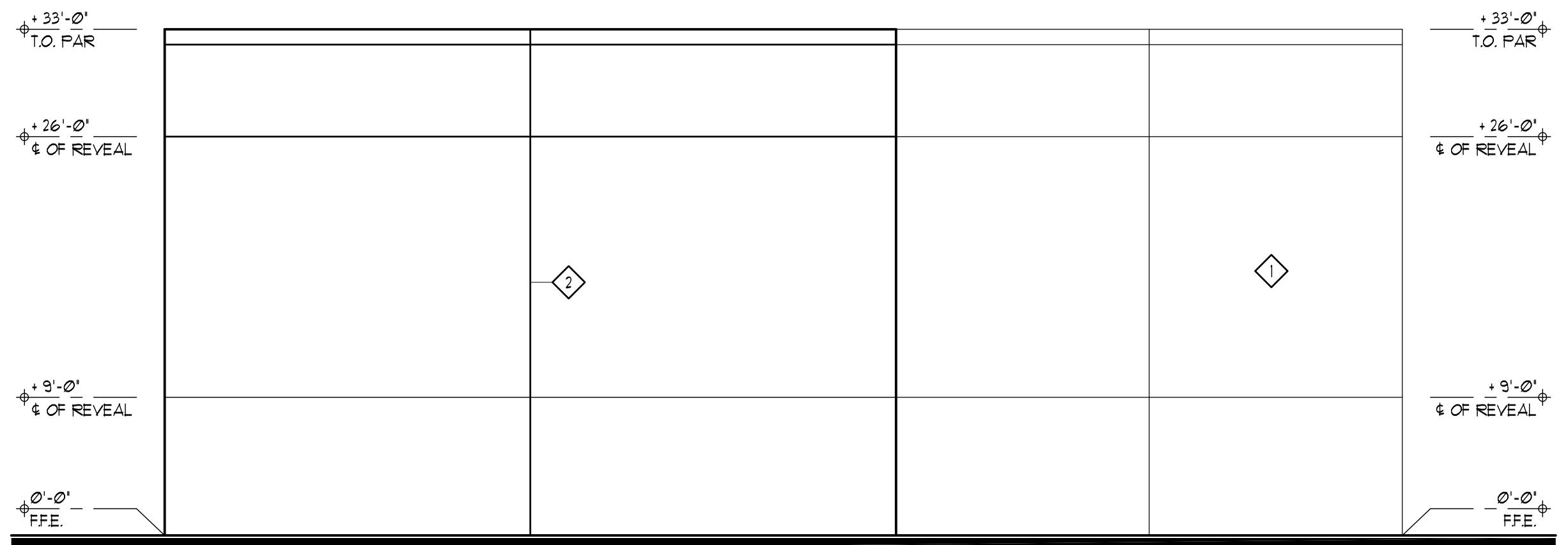




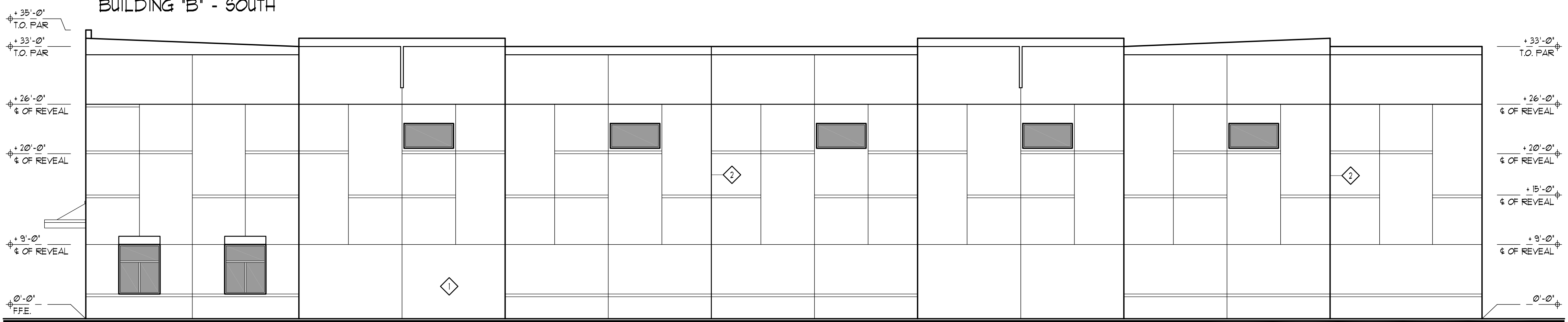
Front Elevation 1/8"  
BUILDING 'B' - NORTH



Left Side Elevation 1/8"  
BUILDING 'B' - EAST



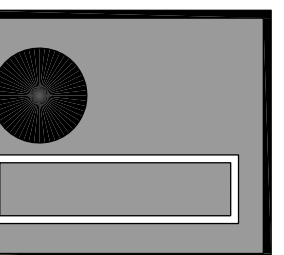
Rear Elevation 1/8"  
BUILDING 'B' - SOUTH



Right Side Elevation 1/8"  
BUILDING 'B' - WEST

KEYED CONSTRUCTION NOTES

- 1 TEX-COTE XL-70 FINISH OVER PRIMER ON CONCRETE TILT-UP PANELS.
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Date	09-16-16
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Job	16-030
Sheet	



88519532

ORDINANCE NO. 88-82

1 AN ORDINANCE OF THE BOARD OF COUNTY  
2 COMMISSIONERS OF BROWARD COUNTY, FLORIDA,  
3 ADOPTING A DEVELOPMENT ORDER FOR THE ALANDCO  
4 BROWARD COUNTY DEVELOPMENT OF REGIONAL IMPACT TO  
5 BE LOCATED ON PROPERTY IN SECTIONS 20, 29, AND 30,  
6 TOWNSHIP 50 SOUTH, RANGE 42 EAST, CONSISTING OF  
7 APPROXIMATELY 275+ ACRES GENERALLY LOCATED WEST  
8 OF THE FORT LAUDERDALE/HOLLYWOOD INTERNATIONAL  
9 AIRPORT, SOUTH OF STATE ROAD 84, NORTH OF THE  
10 DANIA CUTOFF CANAL AND IN THE SOUTHWEST QUADRANT  
11 OF THE PROPOSED INTERSTATE 95/595 INTERSECTION, IN  
12 UNINCORPORATED BROWARD COUNTY AND MORE  
13 PARTICULARLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR  
14 DEVELOPMENT IDENTIFICATION, FINDINGS OF FACT AND  
15 CONCLUSIONS OF LAW; PROVIDING FOR APPROVAL OF  
16 660,000 SQUARE FEET OF OFFICE SPACE, 2,640,000 SQUARE  
17 FEET OF INDUSTRIAL SPACE, AND 100,000 SQUARE FEET OF  
18 COMMERCIAL SPACE; PROVIDING FOR A MASTER PLAN;  
19 PROVIDING FOR DEVELOPMENT CONDITIONS AND OBLIGA-  
20 TIONS; PROVIDING FOR AN ANNUAL REPORT; PROVIDING  
21 FOR MONITORING PROCEDURES; PROVIDING FOR A REST-  
22 RITION ON INTENSITY OR DENSITY REDUCTION; PROVID-  
23 ING FOR THE COMMENCEMENT AND TERMINATION OF  
24 DEVELOPMENT; PROVIDING FOR THE EFFECT OF VIOLATION  
25 OF DEVELOPMENT ORDER; PROVIDING FOR DESIGNATING  
26 THE RESPONSIBLE COUNTY OFFICIAL; PROVIDING FOR  
27 RECORDATION; PROVIDING FOR COMPLIANCE WITH ALL  
28 APPLICABLE LAWS AND REGULATIONS; PROVIDING FOR  
29 SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

16 (Sponsored by the Board of County Commissioners)

18 WHEREAS, this Ordinance shall be known as the Alandco Broward  
19 County DRI Development Order ("Development Order"); and

20 WHEREAS, Alandco, Inc., a Florida corporation, (Applicant) has filed  
21 an Application for Development Approval ("ADA") pursuant to Chapter  
22 380, Florida Statutes, for the development of a project commonly known  
23 as the "Alandco Broward County DRI," a mixed-use development located in  
24 Broward County, Florida ("County"), on that approximately 275 acre parcel  
25 of land ("Site"), more particularly described in Exhibit "A" attached  
26 hereto and made part hereof; and

27 WHEREAS, the South Florida Regional Planning Council ("Council")  
28 has reviewed the ADA, and has prepared a development of regional  
29 impact assessment report for the Alandco Broward County Property  
30 development, No. 24.02, dated July 1988 ("Assessment"); and

31 WHEREAS, the Broward County Zoning Board held a public hearing  
32 to consider the proposed Development Order for the Alandco Broward  
33

Approved EDC 10 18 88 #34

Submitted By Allen J. Blaine

RETURN TO DOCUMENT CONTROL,

RETURN TO  
FRONT RECORDING

Doc 8 1 7 1988

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22

1 County DRI on September 7, 1988, and has made a recommendation to  
2 the Board of County Commissioners; and

3 WHEREAS, the County has held a public hearing, pursuant to  
4 Chapter 380, Florida Statutes, to consider the proposed development order  
5 for Alandco Broward County DRI, and has determined that approval of  
6 this development order is in the best interest of the residents of Broward  
7 County, and that said approval furthers the health, safety, and general  
8 welfare of Broward County; NOW, THEREFORE,

9 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS  
10 OF BROWARD COUNTY, FLORIDA:

11  
12 Section 1. Findings of Fact. The Board of County Commissioners  
13 of Broward County, pursuant to Section 380.06(15), Florida Statutes,  
14 makes the following findings of fact:

15 1.01 The Applicant has submitted a complete ADA for a  
16 development of regional impact pursuant to 380.06, Florida Statutes, and  
17 has received a recommendation of approval from the South Florida  
18 Regional Planning Council, subject to certain conditions as set forth in  
19 the Council's Assessment; and

20 1.02 The ADA seeks approval for the development of 660,000 square  
21 feet of office space, 2,640,000 square feet of industrial space and 100,000  
22 square feet commercial space on approximately 275+ acres generally  
23 located West of Fort Lauderdale-Hollywood International Airport, South of  
24 State Road 84, North of Dania Cutoff Canal and in the Southwest  
25 quadrant of the proposed Interstate 95/595 intersection in unincorporated  
26 Broward County.

27 1.03 The legal description of the Site is attached as Exhibit "A."

28 1.04 The Development Review Committee has reviewed the ADA, the  
29 Assessment prepared by the South Florida Regional Planning Council and  
30 the proposed development order and has made its recommendations; and

31 1.05 The Broward County Zoning Board has reviewed the proposed  
32  
33

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development order at its September 7, 1988 meeting and has forwarded a recommendation to the Board of County Commissioners.

1.06 The Board of County Commissioners has conducted a public hearing which was properly noticed and advertised pursuant to Section 380.06(11), Florida Statutes; and

1.07 The Board of County Commissioners has considered the recommendations contained in the South Florida Regional Planning Council's Assessment, and the recommendations of the Development Review Committee, and the Broward County Zoning Board, and each element required to be reviewed by Chapter 380, Florida Statutes.

Section 2. Conclusions of Law. Pursuant to Section 380.06(15), Florida Statutes, the County makes the following conclusions of law:

2.01 The development as approved herein does not unreasonably interfere with the achievement of the objectives of the State Land Development Plan as applicable to the area; and

2.02 The development as approved herein is consistent with the Broward County Comprehensive Plan and Chapter 5, Article IX, Broward County Code of Ordinances, the Land Development Code, and all other applicable Broward County land development ordinances and regulations.

2.03 The development as approved herein is consistent with the Development of Regional Impact Assessment for the Alandco Broward County DRI as prepared by the South Florida Regional Planning Council.

2.04 The development as approved herein makes adequate provisions for the public facilities needed to accommodate the regional impacts of the proposed development. More localized impacts shall be required to be addressed by the Developer at the time of platting and site plan approval.

2.05 The Alandco Broward County DRI is not located in an area of critical state concern created pursuant to Chapter 380, Florida Statutes.

Section 3. Development Identification.

3.01 The legal description of the property that is the subject of this Development Order is attached as Exhibit "A."

3.02 The development of the property described in Exhibit "A" shall be known as: the "Port 95 Commerce Park."

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1           3.03 The Developer shall be Aiandco, Inc., its agents, successors,  
2 grantees, or assigns. Any other person or entity owning or developing  
3 the property described in Exhibit "A" shall be bound by this Development  
4 Order.

5           Section 4. Development Approval.

6           4.01 The Port 95 Commerce Park, as described in this Development  
7 Order, is hereby approved subject to the following conditions, stipula-  
8 tions, and requirements and development of the Site by any person or  
9 entity shall be subject to this development order:

10           A. Master Plan. Development shall proceed in substantial  
11 conformity with one of the two master plans attached hereto and incor-  
12 porated herein as Exhibits "B" and "C" ("Master Plan"). The Master Plan  
13 to be complied with shall be determined according to the alignment of  
14 Tram Road shown on the Trafficways Plan on the date of approval of the  
15 first plat for any portion of the Site.

16           B. Incorporation of Documents by Reference

- 17           (1) Application. The ADA, as revised and consolidated  
18 pursuant to the requirements below, is incorporated  
19 herein by reference and has been relied upon by the  
20 parties in discharging their statutory duty under  
21 Chapter 380, Florida Statutes, and local ordinances.  
22 Substantial compliance with the representations  
23 contained in the ADA, as consolidated, is a  
24 condition of approval unless waived or modified by  
25 agreement among the Council, County, and Developer.

26           Developer shall integrate all original and  
27 supplemental ADA information into a Consolidated  
28 Application for Development Approval ("CADA") and  
29 shall submit two copies of the CADA to the Council,  
30 one copy to the County, and one copy to the Florida  
31 Department of Community Affairs ("DCA") within  
32 thirty (30) days of the effective date of this  
33 Development Order. The CADA shall be prepared as  
follows:

- 34           (a) Where new, clarified, or revised information was  
35 prepared subsequent to submittal of the ADA  
36 but prior to issuance of this Development  
37 Order, whether in response to a formal  
38 statement of information needed or otherwise,  
39 the original pages of the ADA will be replaced  
40 with revised pages.
- 41           (b) Revised pages will have a "Page Number R-  
42 Date" notation, with: "Page Number" being the  
43 number of the original page, "R" indicating  
44 that the page was revised, and "Date" stating  
45 the date of the revision.

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(2) Assessment. The Council's Assessment, No. 24.02, dated July, 1988, is incorporated herein by reference.

C. Project. The completed project will consist of:

- (1) Approximately 100,000 square feet gross floor area of retail/commercial uses; and
- (2) Approximately 660,000 square feet gross floor area of office uses.
- (3) Approximately 2,640,000 square feet gross floor area of industrial uses.

The exact sizes of buildings or improvements, their utilization, and their location on the Site will be determined at the time of County site plan approval, consistent with the development regulations of the County and subject to the requirements of Chapter 380, Florida Statutes, regarding Developments of Regional Impact.

D. Phasing. Development shall proceed in two phases, Phase I to be developed from 1988-1992 and Phase II from 1993-1997, as shown on Table 12.1 of the ADA.

E. Air Quality. The Developer shall incorporate the following elements into project design and operation to minimize the cumulative adverse regional impact of the development, its traffic and associated pollutant emissions on air quality:

- (1) Actively encourage and promote car and van pooling by employees by establishing a car and van pool information program.
- (2) Designate three percent of employee parking spaces, located as close as possible to building entrances, for exclusive car and van pool use.
- (3) Provide Broward County Division of Mass Transit route and schedule information in convenient locations throughout the project.
- (4) Encourage mass transit use by provision of bus shelters, development of turnout lanes, or provision of other amenities to increase ridership as transit service is made available to the Site.
- (5) Mulch, spray, or grass exposed areas during construction to prevent soil erosion and minimize air pollution.

F. Drainage. The Developer shall design, construct, and maintain the storm water management system to meet the following standards:

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- (1) Retain, in vegetated retention areas, the first flush (at least the first one-half inch) of runoff from project roadways, parking lots, and loading docks. The vegetated retention areas shall allow the retained storm water to infiltrate in less than 24 hours, to the extent consistent with South Florida Water Management District ("SFWMD") permits.
- (2) Prevent direct discharge of stormwater to project lakes, which stormwater has not been treated pursuant to Subsection (1) above.
- (3) Install pollutant retardant structures to treat all storm water runoff at each of the project outfall structures (down-turned pipe or other Broward County Water Resources Management Division approved device) and at the drainage structures that contribute runoff from impervious areas to surface waters, and periodically remove pollutant accumulations.
- (4) Use silt screens and aprons during dredging of project lakes.
- (5) Limit application of pesticides and fertilizers in vegetated retention areas to once per year for preventive maintenance and to emergencies, such as uncontrolled insect infestation.
- (6) Vacuum sweep all parking lots of eleven or more parking spaces, and private roadways serving the parking lots at least once per week.

G. Hazardous Materials. The Developer shall incorporate into the development, by restrictive covenants or lease/sales agreements as applicable, hazardous materials accident prevention, mitigation, and response standards to be met by the Developer and all tenants classified by an SIC code listed in Exhibit "D," attached hereto and made a part hereof, that use, handle, store, display, or generate hazardous materials (materials that are ignitable, corrosive, toxic, or reactive) including those identified in Exhibit "E," attached hereto and made a part hereof. The uses in Exhibit "D" and the wastes in Exhibit "E" shall be simultaneously amended upon the addition or deletion of any or all of the listed uses, materials, or wastes by amendment to the "County and Regional Hazardous Waste Assessment Guidelines" incorporated by Rule 17-31.03(2), Florida Administrative Code. At a minimum, these hazardous material standards shall:

- (1) Require that buildings where hazardous materials or hazardous wastes, as defined above, are to be used, displayed, handled, generated, or stored shall be constructed with impervious floors, without drains, to

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ensure containment and facilitate cleanup of any spill or leakage.

- (2) Prohibit any outside storage of hazardous materials or hazardous waste.
- (3) Require that any area used for loading and/or unloading of hazardous material be covered and equipped with a collection system to contain accidental spills.
- (4) Require all hazardous waste generators to contract with a licensed public or private hazardous waste disposal service or processing facility and to provide the Broward County Environmental Quality Control Board ("EQCB") with copies of the following forms of documentation of proper hazardous waste management practices:
  - a. A hazardous waste manifest;
  - b. Proof of shipment to a permitted hazardous waste management facility; or
  - c. A confirmation of receipt of materials from a recycler or a waste exchange operation.
- (5) Prohibit generation of hazardous effluents, unless adequate treatment facilities, approved, as applicable, by EQCB and the Florida Department of Environmental Regulation ("DER"), are constructed and used by persons generating such effluents.
- (6) Dispose of hazardous sludge materials generated by effluent pretreatment in a manner approved, as applicable, by the United States Environmental Protection Agency ("EPA") and DER.
- (7) Notify any tenant generating hazardous wastes of the penalties for improper disposal of hazardous waste pursuant to Section 403.727, Florida Statutes.
- (8) Allow reasonable access to the Site pursuant to applicable regulations for monitoring as requested by the County, EQCB, Broward Water Resources Management Division, or DER, to assure compliance with this Development Order and all applicable laws and regulations.

H. Site Clearing. The Developer shall remove all invasive exotic plants from the project Site as the Site is cleared and such removal within Tree Preservation Areas ("TPAs") shall be subject to the provisions of Section 4.01N. Developer shall use for project landscaping only those plant species identified in Composite Exhibit "F," attached hereto and made a part hereof. Developer shall, as feasible, utilize xeriscape principles in the design of project landscaping. Additional species may be used in project landscaping only if written approval for

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1 the use of such species is provided by South Florida Regional Planning  
2 Council staff. Such approval will be based on the following criteria:

3 The additional plant species requested

- 4 (1) does not require excessive irrigation,  
5 (2) does not require excessive fertilization,  
6 (3) is not prone to insect infestation,  
7 (4) is not prone to disease,  
8 (5) does not have invasive root systems, and  
9 (6) other criteria as may be appropriate.

10 I. Archaeological Sites. The Developer shall preserve the  
11 archaeological areas shown in Exhibit "G," attached hereto and made a  
12 part hereof, except to the extent necessary to permit the removal of  
13 exotic species and to permit development of the passive facilities or uses  
14 pursuant to Section 4.01N. Archaeological excavation, if any, within the  
15 archaeological preservation areas shall require the approval of the owner  
16 and shall be done under the guidance of a professional archaeologist  
17 approved by the Florida Department of State.

18 J. Irrigation. As feasible, the Developer shall utilize project  
19 lakes and on-site wells as the sources for meeting project irrigation  
20 needs, and shall incorporate the use of water sensors and other low water  
21 volume landscape irrigation techniques to reduce the demand on the  
22 region's potable water supply.

23 K. Police and Fire. The Developer shall coordinate with the  
24 County's Sheriff's Department and Fire Departments to incorporate  
25 security measures into the design and operation of the project.

26 L. Energy Conservation. The Developer shall incorporate  
27 energy conservation measures into the design and operation of the  
28 development. At a minimum, Developer shall construct all development so  
29 that it is in conformance with the specification of the State of Florida  
30 Energy Efficiency Code for Building Construction (State Energy Code).

31 M. Noise Abatement. The Developer shall comply with all ap-  
32 plicable state and local building regulations and codes in the project  
33

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design and operation to minimize any potential adverse impact of airport noise on the health of employees at the Site.

N. Tree Preservation. There shall be created within the Site seven (7) tree preservation areas ["TPA(s)"]--TPA "A" through TPA "G," inclusive--totalling approximately 15.4 acres, as schematically represented on Exhibit "B" or Exhibit "C". The TPAs shall be created by designation on a plat or recordation of a separate instrument in the public records of Broward County in language acceptable to the Broward County Office of the General Counsel to accomplish the purposes of this Section prior to commencing physical development (as defined in Section 7 herein) of the Site. Development within the TPAs shall be limited as follows:

- (1) Full Conservation. TPAs "B," "C," "D," and "E" may only be improved to provide for passive, resource oriented facilities or uses for the benefit of owner(s) or tenant(s) of, or invitees to, the Site. Permitted facilities or uses may include, but are not limited to, trails, bicycle paths, picnic areas, scenic areas and similar improvements. The TPAs may also be used to provide surface water detention, provided that such use will not negatively effect the viability of the trees within the TPAs used for drainage detention.

Within TPAs "B," "C," "D," and "E," Developer: (a) shall not remove or prune any trees, except as provided below; (b) shall not remove or damage the non-exotic understory vegetation, except to the minimum extent necessary to permit removal of "Exotic" species and to permit installation of the permitted passive, resource oriented facilities or uses; (c) shall remove the following exotic species: Brazilian Pepper, Shoebuttan Ardisia, Surinam Cherry, Melaleuca, and Australian Pine [collectively, "Exotic(s)"]; and (d) may remove or prune trees that are dead, diseased or pose a threat to life of property.

- (2) Partial Conservation. TPAs "A," "F," and "G" may be improved to provide for: (a) the passive, resource oriented facilities or uses outlined in Section 4.01N(1), above for the owner(s) or tenant(s) of, or invitees to, the Site; or (b) vehicular use areas, such as drives or parking areas. Development of TPAs "A," "F," and "G" as vehicular use areas shall be accomplished in such a manner as to preserve the non-exotic trees, and may only remove native understory vegetation as necessary to permit development of permitted improvements.

- (3) Development Within or Adjacent to the TPAs. Permitted development of the TPAs on the Site shall proceed as follows:

- (a) Developer shall protect all TPAs from damage during construction or development of adjacent lands by placing and maintaining barriers around



1 a TPA(s) during such adjacent development or  
2 construction activities. The protective barriers  
3 shall be: constructed of sturdy scrapwood or  
4 other sturdy material (not flagging or ribbons);  
5 large enough to include the outer edge of the  
6 TPAs, and shall be sufficiently high and  
7 conspicuous to be easily seen by an operator of  
8 construction equipment. The barriers shall be  
9 in place prior to the issuance of permits by the  
10 County for development activity, shall remain in  
11 place for so long as potentially damaging  
12 development or construction is occurring  
13 adjacent to the TPA(s). The barriers shall be  
14 inspected by County staff for compliance with  
15 this condition within five (5) working days of  
16 Developer's written notice to the Broward  
17 County Office of Planning that the barriers are  
18 in place. In the event County staff fails to  
19 timely inspect the barriers within five (5)  
20 working days of notice of the erection of the  
21 barriers, the Developer may proceed with  
22 permitted construction.

23 (b) Development within the TPAs shall use best  
24 management practices to protect the understory  
25 and trees within the TPAs.

26 (c) Plans and construction methods for development  
27 within the TPAs shall be submitted to the  
28 Broward County Office of Planning for review  
29 and approval as consistent with the provisions  
30 of this Section 4.01N. The Office of Planning  
31 shall have ten (10) business days from receipt  
32 of the plans and construction methods to  
33 review, and either approve the plans and  
construction methods or provide comments  
which detail inconsistencies with this Section  
4.01N and provide specific guidelines for the  
plans' modification which would bring them into  
consistency with the requirements of this  
section. In the event the Office of Planning  
fails to timely comment on the plans submitted,  
the Developer may proceed with construction of  
the permitted improvements and the plans shall  
be deemed to comply with this Section 4.01N.

(4) The planting of native indigenous upland vegetation  
in sparsely vegetated areas of all conservation areas  
is encouraged as feasible.

(5) Tree Preservation Ordinance Requirements. The  
County finds that the Master Plan constitutes a  
conceptual site plan for the Site which fulfills the  
requirements of Section 33-1/2-5(a)(1), Broward  
County Code of Ordinances. Accordingly, upon  
Developer's application for a tree removal permit for  
development of those areas of the Site outside the  
TPAs, such applications shall not be required to  
undergo further site plan review for the purposes of  
tree removal, and shall only be required to relocate,  
replace, or pay for the trees to be removed from the  
non-TPA areas of the Site as may be required  
pursuant to the terms of Chapter 33-1/2, Broward  
County Code of Ordinances as amended from time to  
time. Developer is encouraged, however, to design  
development of the non-TPA areas of the Site in

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such a manner as to preserve as many trees as is consistent with the ultimate development of the Site.

- (6) Exception. It is understood that the Developer may be required to develop or construct certain improvements, such as roads, utilities, or other infrastructure, within or adjacent to the TPAs as required by platting or site plan approval. It is the intent of this section to provide to the extent possible that any such infrastructure improvements within or adjacent to TPAs shall be coordinated through the Broward County Office of Planning to assure that they are being constructed or designed to avoid impact on TPAs.

O. Wetlands. The Developer shall design and create wetlands on the Site as follows:

- (1) Construct project lakes so that the perimeters of the lakes have vegetated littoral shelves with a slope of at least the number 4:1 (horizontal to vertical) to at least a depth of 2 feet below the control elevation. This will establish approximately 4.75 acres of wetland habitat.
- (2) In addition to O(1) above, and prior to the issuance of certificates of occupancy for land uses generating more than 1,267 peak-hour trip ends, as estimated based on trip rates identified in Exhibit "I" attached hereto and made a part hereof, create a minimum of approximately 1.35 acres of wetland areas (not more than 2 feet below the water control elevation) as schematically depicted in Exhibit "H", attached hereto and made a part hereof.
- (3) Vegetate such wetlands created pursuant to O(1) and O(2) above with native wetland plant species in accordance with the requirements of EQCB.
- (4) Monitor the health of the wetlands created and planted pursuant to this Section until 80% vegetation coverage is established within the wetlands areas or until project build-out, whichever is later. Additionally, provide monitoring results in the annual report required in Section 4.01T. This monitoring should ensure that the quality of the above wetlands meets the following minimum criteria:
  - (a) The control and removal of undesirable invasive exotic vegetative species.
  - (b) The planting or replanting of sparsely vegetated or otherwise unhealthy areas with native wetland vegetation.
  - (c) Such other measures as may be necessary to maintain the overall health of the wetlands, including isolated scraping to more suitable elevations, replanting and remucking.
- (5) Maintain the quality and health of the wetlands created pursuant to this section by the measures described in O(4).

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1 P. Preliminary Site Investigation. The Developer shall submit  
2 a Preliminary Site Investigation Program to EQCB and DER for approval.  
3 If the investigation indicates the need for a Contamination Assessment  
4 Plan, a Contamination Assessment Report and Remedial Action Plan, this  
5 will be done and, if necessary, implemented in the manner required by  
6 EQCB and DER. The status of this investigation, and ensuing action, if  
7 any, shall be reported in the annual monitoring report required by this  
8 Development Order.

9 O. Vehicular Access. Developer shall limit primary project  
10 vehicle access to the off-site roadway network to those locations shown  
11 in Exhibit "J", attached hereto and made a part hereof. Secondary or  
12 additional project vehicle access points to the off-site roadway network  
13 shall be limited to those locations recorded in the Broward County plats  
14 for the Site. However, if Developer is successful in relocating Tram Road  
15 further west, primary project vehicle access to the off-site roadway  
16 network shall be limited as shown on Exhibit "K," attached hereto and  
17 made a part hereof.

18 In addition, Developer shall contractually prohibit project  
19 construction vehicular traffic from utilizing those portions of Southwest  
20 39 Street and Southwest 42 Street located to the east of the alignment  
21 of Tram Road, as shown on the Broward County Trafficways Plan as of  
22 July 1, 1988, for the period of eighteen (18) months from the effective  
23 date of this Development Order.

24 R. Traffic Improvements. Developer:

25 (1) Prior to I-595 being open to through traffic from  
26 U.S. 1 to University Drive:

27 (a) Shall not be entitled to the issuance of any  
28 certificates of occupancy for any land uses  
29 constructed on the site until Road Improvements  
30 1 and 8 or Road Improvements 6 and 9, all as  
31 shown in Exhibit "L" attached hereto and made  
32 part hereof, are completed and open to traffic  
33 or, in the case of traffic signal(s) as applicable,  
payment therefor has been made. Following the  
completion of these improvements the Developer  
shall be entitled to the issuance of certificates  
of occupancy for any combination of any land  
uses generating up to 633 peak hour trip ends  
as estimated based upon the trip generation  
rates identified in Exhibit "I".

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1 (b) Shall not be entitled to the issuance of  
2 certificates of occupancy for any land uses  
3 constructed on the site generating more than  
4 633 peak hour trip ends, as estimated based  
5 upon the trip generation rates identified in  
6 Exhibit "I", until Road Improvements 1, 2, 8  
7 and 10, or Road Improvements 1, 4, 8, and 11,  
8 or Road Improvements 2, 6, 9 and 10, or Road  
9 Improvements 4, 6, 9 and 11 all as shown on  
10 Exhibit "L" are completed and opened to traffic  
11 or, in the case of traffic signal(s) as applicable,  
12 payment therefor has been made. Following the  
13 completion of these improvements, the De-  
14 veloper shall be entitled to the issuance of  
15 certificates of occupancy for any combination  
16 of land uses generating up to 1,267 peak hour  
17 trip ends as estimated based upon the trip  
18 generation rates identified in Exhibit "I".

19 (2) Following the opening of I-595 to through traffic  
20 from U.S. 1 to University Drive:

21 (a) Shall not be entitled to the issuance of any  
22 certificates of occupancy for any land uses  
23 constructed on the site until Road Improvement  
24 1 and 8 or Road Improvements 6 and 9, all  
25 shown on Exhibit "L" attached hereto and made  
26 part hereof, are completed and open to traffic  
27 or, in the case of traffic signal(s) as applicable,  
28 payment therefor has been made. Following the  
29 completion of these improvements the Developer  
30 shall be entitled to the issuance of certificates  
31 of occupancy for any combination of land uses  
32 generating up to 1,030 peak hour trip ends as  
33 estimated based upon the trip generation rates  
identified in Exhibit "I".

(b) Shall not be entitled to the issuance of  
certificates of occupancy for land uses con-  
structed on the site generating more than 1,030  
peak hour trip ends, as estimated based upon  
the trip generation rates identified in Exhibit  
"I", until road improvements 1, 2, 8 and 10 or  
Road Improvements 1, 4, 8 and 11, or Road  
Improvements 2, 6, 9 and 10, or Road Improve-  
ments 4, 6, 9 and 11, all as shown on Exhibit  
"L", are completed and open to traffic, or in  
the case of traffic signal(s) as applicable,  
payment therefore has been made. Following  
the completion of these improvements the  
Developer shall be entitled to the issuance of  
certificates of occupancy for any combination  
of any land uses generating up to 1,300 peak  
hour trip ends as estimated based upon the trip  
generation rates identified in Exhibit "I".

(c) Shall not be entitled to the issuance of  
certificates of occupancy for any land uses  
constructed generating more than 1,300 peak  
hour trip ends, as estimated based upon the trip  
generation rates identified in Exhibit "I," until  
Road Improvements 1, 2, 8 and 10 or Road  
Improvements 5, 6, 9 and 11, all as shown on  
Exhibit "L" are completed and open to traffic  
or, in the case of traffic signal(s) as applicable,

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1 payment therefor has been made. Following the  
2 completion of these improvements the Developer  
3 shall be entitled to the issuance of certificates  
4 of occupancy for any combination of any land  
5 uses generating up to 1,660 peak hour trip ends  
6 as estimated based upon the trip generation  
7 rates identified in Exhibit "I".

- 8 (d) Shall not be entitled to the issuance of  
9 certificates of occupancy for land uses con-  
10 structed on the site generating more than  
11 1,660 peak hour trip ends, as estimated based  
12 upon the trip generation rates identified in  
13 Exhibit "I," until Road Improvements 1, 2, 6, 8,  
14 9 and 10, or Road Improvements 5, 7, 9 and  
15 11, all as shown on Exhibit "L" are completed  
16 and open to traffic or, in the case of traffic  
17 signal(s) as applicable, payment therefor has  
18 been made, at which time Developer shall be  
19 entitled to the issuance of certificates of  
20 occupancy for all of the land uses proposed to  
21 be developed.

- 22 (3) (a) The traffic requirements of this Development  
23 Order have been stated in the alternative: one  
24 alternative assuming the improvement of Tram  
25 Road in its present alignment, the other  
26 assuming the relocation of Tram Road, with  
27 County approval, to an alignment located to the  
28 West of its present alignment.

- 29 (b) In the event that Tram road is improved by the  
30 Developer in its present alignment and Road  
31 Improvements 2 and 10, as identified in Exhibit  
32 "L" are constructed, then the Developer shall  
33 also pay the County the amount of \$9,422.00  
(1988 dollars) to be contributed to the cost of  
the construction of Roadway Improvement 3  
identified in Exhibit "L." The Developer's  
obligation to pay such road contribution shall  
not arise until the earlier to occur of:

- (1) Within 90 days following written notice  
from the County to the Developer that  
Roadway Improvement 3 has been let to  
contract; or

- (2) The date of issuance of certificates of  
occupancy for any combination of land  
uses generating more than a total of 1954  
peak hour trip ends as estimated based on  
Exhibit "I."

- (c) Credit: Should Developer construct Road  
Improvements 5 & 7, as shown in Exhibit "L"  
then Developer shall be entitled to receive  
credit against road impact fees for the follow-  
ing:

- (1) The estimated difference in construction  
and offsite right of way costs between the  
construction of four lanes on relocated Tram  
Road, and the construction of two lanes on the  
relocated Tram Road. Such estimate is to be  
approved by the Broward County Engineering  
Division. The establishment of this credit shall

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1 be documented in an agreement between  
2 Developer and County. Said agreement shall  
3 adhere to the adopted policies of the Board of  
4 County Commissioners in effect at the time of  
5 the agreement governing credit against road  
6 impact fees.

- 7 (d) Whether Tram Road is constructed within the  
8 existing alignment or relocated to the proposed  
9 alignment west of the existing alignment, it  
10 shall be designed in a manner that minimizes  
11 the impact on any oak trees, to the extent  
12 possible consistent with good engineering  
13 practice. Those trees that are not required to  
14 be removed shall be protected by barriers  
15 during construction in the same manner as  
16 provided in Section 4.01N(3)(a) of this Develop-  
17 ment Order.

18 5. Visual Barrier. Developer shall install a visual barrier along  
19 the entire southern perimeter of the Site adjacent to the Dania Cut-Off  
20 Canal other than across openings required for roadways and canal  
21 outfalls. The visual barrier shall be designed in accordance with good  
22 landscaping practice to screen, to a minimum height of ten (10) feet as  
23 measured from the top of the required slope of the canal, the activities  
24 and structures on the Site, from visibility from south of the Site. The  
25 visual barrier shall be included in a fifty (50) foot wide landscaped  
26 buffer, measured from the average mean high water line of the canal and  
27 shall include dense landscape plantings such as trees and shrubs and shall  
28 include adequate bird nesting poles as determined by the Office of  
29 Planning. Berms and water retention areas may be included in the fifty  
30 (50) foot wide landscaped buffer. The Developer shall be required to  
31 obtain approval from the Office of Planning for the design and plantings  
32 to be included in the visual barrier, prior to installation, and within six  
33 (6) months of the effective date of this development order. Installation  
of the visual barrier shall be completed within twenty (20) months of the  
effective date of this development order. The Developer shall commence  
installation of the visual barrier upon removal of the existing vegetation  
along the Dania Cut-Off Canal and shall proceed continually with, and  
complete, installation of the visual barrier, within the time specified.  
The visual barrier required to be installed in accordance with this  
paragraph shall be well maintained by the Developer in a manner com-  
patible with the intent of this paragraph.

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1 T. Annual Report. Developer, or as applicable Developer's agents,  
2 grantees, successors or assigns, shall prepare an annual report in  
3 accordance with the following requirements and shall submit copies to the  
4 Council, the County, and DCA on or before each anniversary of the  
5 effective date of this Development Order.

6 The annual report shall include, at a minimum

- 7 (1) A complete response to each question in Exhibit "M,"  
8 attached hereto and made a part hereof.
- 9 (2) Identification and description of any changes in the  
10 plan of development, in the representations contained  
11 in the ADA, or in the phasing of development for  
12 the reporting year and for the next year.
- 13 (3) A summary comparison of development activity  
14 proposed and actually conducted for the year.
- 15 (4) Identification of undeveloped tracts of land, other  
16 than individual single-family lots, that have been  
17 sold to a separate entity or Developer.
- 18 (5) Identification and intended use of lands purchased,  
19 leased or optioned by the Developer adjacent to the  
20 project site since this Development Order was issued.
- 21 (6) An assessment of the Developer's and the County's  
22 compliance within the conditions contained in this  
23 Development Order and the commitments which are  
24 contained in the Application for Development  
25 Approval.
- 26 (7) Specification of any amended DRI Application for  
27 Development Approval or requests for a substantial  
28 deviation determination that were filed in the  
29 reporting year or are to be filed during the next  
30 year.
- 31 (8) An indication of a change, if any, in the local  
32 government jurisdiction for any portion of the  
33 development since issuance of this Development  
Order.
- (9) A list of significant local, state, and federal permits  
which have been obtained or which are pending by  
agency, type of permit, permit number, and purpose  
of each.
- (10) A statement that all persons have been sent copies  
of the annual report in conformance with Chapter  
380, Florida Statutes.
- (11) A copy of any recorded notice of the adoption of  
the Development Order, or of any subsequent  
modification to the Development Order, that was  
recorded by the Developer pursuant to Chapter 380,  
Florida Statutes.
- (12) Copies of the following documentation of appropriate  
disposal of all hazardous waste:

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- a. A hazardous waste manifest; or
- b. A bill of lading from a bonded hazardous waste transporter indicating shipment to a licensed hazardous waste facility; or
- c. A confirmation of receipt of material from a recycler, a waste exchange operation, or other permitted hazardous waste management facility.

(13) A monitoring report outlining the health of the wetlands to be created pursuant to Section 4.010 and the percent of vegetation coverage achieved for the reporting period.

(14) A statement outlining the status of the Preliminary Site Investigation and ensuing action, if any, as required by Section 4.01P. Upon satisfactory completion of the Preliminary Site Investigation or ensuing action, if any, this reporting requirement may be deleted.

(15) Any other information required by DCA in accordance with Chapter 380, Florida Statutes.

#### Section 5. Monitoring Procedures.

5.01 Vehicular Access. The County shall limit primary project vehicle access to the off-site roadway network to those locations shown in Exhibit "J" herein. Secondary or additional project vehicle access points to the off-site roadway network shall be limited to those locations recorded in the Broward County plats for the Site. Alternatively, if the Developer is successful in relocating Tram Road further west, primary project vehicle access to the off-site roadway network shall be limited as shown on Exhibit "K."

5.02 Wetlands. The County shall withhold the issuance of certificates of occupancy for any combination of land uses generating more than 1,267 peak-hour trip ends (as estimated based on trip rates identified in Exhibit "I") until:

(a) Developer has completed the construction and the planting, pursuant to EQCB requirements, of the lake littoral shelves created by the construction of the main project lake located in the center of the Site which is to be connected to the water body located directly west of the Site, as schematically depicted on the Master Plan; and

(b) Developer is in compliance with Section 4.010(2).

5.03 Traffic Improvements. The County shall:

(a) Withhold the issuance of any certificates of occupancy until Developer is in compliance with Section 4.01R(1)(a) or Section 4.01R(2)(a), whichever is applicable.

(b) Withhold the issuance of any certificates of occupancy for any combination of land uses on the site which generate more than 633 peak hour trip ends as estimated based on trip rates identified in Exhibit "I" herein until Developer is in compliance with Section 4.01R(1)(b), if applicable; or withhold the issuance of any certificates of occupancy for any combination of land uses on the site which generate more than 1,030 peak hour trip ends as estimated based on trip rates identified in Exhibit "I" herein until Developer is in compliance with Section 4.01R(2)(b), if applicable.

(c) Upon Developer's compliance with Section 4.01R(1)(b), if applicable, withhold the issuance of any certificates of occupancy for any combination of land uses on the site which generate more than 1,267 peak hour trip ends as estimated based on trip rates identified in Exhibit "I" herein until I-595 is open to through traffic from U.S. 1 to University Drive; upon Developer's compliance with Section 4.01R(2)(b), if applicable, withhold the issuance of any certificates of occupancy for any combination of land uses on the site which generate more than 1,300 peak hour trip ends as estimated based on trip rates identified in Exhibit "I" herein until Developer is in compliance with Section 4.01R(2)(c).

(d) Withhold the issuance of any certificates of occupancy for any combination of land uses on the site which generate more than 1,660 peak hour trip ends as estimated based on trip rates identified in Exhibit "I" herein until Developer is in compliance with Section 4.01R(2)(d).

(e) Withhold the issuance of certificates of occupancy for land uses generating more than a total of 1954 peak hour trip ends (as estimated based on trip rates identified in Exhibit "I" herein) unless the Developer is in compliance with the terms of Section 4.01R(3)(b) or complies with the option provided in Section 4.01R(3)(c).

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1           Section 6. Restriction on Intensity or Density Reduction. Pursuant  
2 to Section 380.06(15), Florida Statutes (1986), the County hereby es-  
3 tablishes December 31, 1997, as the date until which the County agrees  
4 that the Port 95 Commerce Park development of regional impact shall not  
5 be subject to down-zoning, unit density reduction, or intensity reduction,  
6 unless the County can demonstrate that substantial changes in the  
7 conditions underlying the approval of this Development Order have  
8 occurred, or that this Development Order was based on substantially  
9 inaccurate information provided by the Developer, or that the change is  
10 clearly essential to the public health, safety, or welfare.

11           Section 7. Commencement and Termination of Development. The  
12 deadline for commencing physical development at the Site shall be one (1)  
13 year from the effective date of this Development Order. For purposes of  
14 this paragraph, "physical development" means site preparation or  
15 development of any portion of the Site. The termination date completing  
16 development shall be December 31, 1997, provided that the Developer, or  
17 Developer's agents, successors or assigns, complies with Section 11 herein.  
18 The termination date may only be modified in accordance with Section  
19 380.06(19)(c), Florida Statutes.

20           Section 8. Stay of Development Order. In the event the Developer,  
21 its agents, grantees, successors, or assigns or the owner of any property  
22 subject to this Development Order violates ("Violator") any of the  
23 conditions of this Development Order, or otherwise fails to act in  
24 substantial compliance with this Development Order, the County shall stay  
25 the effectiveness of this Development Order as to the tract(s) or  
26 parcel(s), or portion of the tract or parcel, in which the violative activity  
27 or conduct has occurred and at its discretion may stay development of  
28 any property within the Site owned by the Violator, and shall withhold  
29 further permits, approvals, and services for development as to said tract  
30 or parcel, or portion of said tract or parcel, upon passage of an ap-  
31 propriate resolution by the County, adopted in accordance with this  
32 Section, finding that such violation has occurred. The Violator and  
33 property owner (as shown on the last tax rolls unless more current

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1 information has been provided to the Office of Planning regarding  
2 ownership of the property in question) shall be given written notice by  
3 the Director of the Office of Planning that states: 1) the nature of the  
4 alleged violation; and 2) that unless the violation is cured within 15 days  
5 of said notice, the County will hold a public hearing to consider the  
6 matter within 30 days of the date of the notice. In the event the  
7 violation is not curable within 15 days, if the Violator commences diligent  
8 good faith efforts to cure the violation within such fifteen (15) day  
9 period, as determined by the Director of the Office of Planning, the  
10 Development Order shall remain in full force and effect as long as the  
11 Violator continues diligent pursuit of the curative action to completion  
12 within a reasonable time. In the event the Violator fails to diligently  
13 pursue a cure, the Director of the Office of Planning shall give 15 days  
14 written notice to the Violator of a public hearing by the County regard-  
15 ing its intention to stay the effectiveness of the Development Order and  
16 to withhold further permits, approvals, and services and to issue stop  
17 work orders as to the tract(s) or parcel(s), or portion of tract or parcel,  
18 in which the violation has occurred until the violation is cured.

19 In the event:

20 (i) that a violation relates to the following Sections of this Develop-  
21 ment Order:

22 (a) Section 4.01R, relating to traffic improvements; or

23 (b) Sections 4.01O(1), O(2), or O(3) relating to the creation  
24 of wetlands and the monitoring and maintenance requirements of Sections  
25 4.01O(4) and 4.01O(5), respectively, for a period of eighteen (18) months  
26 following creation of the wetlands; or

27 (c) Section 4.01N relating to establishment of TPAs; and

28 (ii) that a curative action has not been commenced within 20 days  
29 of a written notice from the County detailing such a violation;  
30

31 the County may then stay the effectiveness of the Development Order as  
32 to the whole Site if, at the public hearing required by this Section, the  
33

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1 County finds that a serious or substantial violation of one of those  
2 Sections exist or has occurred. The written notice required herein shall  
3 be mailed to the violator, the owner (as shown on most recent tax rolls  
4 unless more current information has been provided to the Office of  
5 Planning) and to the Developer. In the absence of such a finding by the  
6 County, this Development Order shall be stayed only as to the tract(s) or  
7 parcel(s), or portion of a tract or parcel in which the violative activity  
8 has occurred and at its discretion such property within the Site owned by  
9 the Violator. For the purposes of this Section 8, the word "tract" or  
10 "parcel" shall be defined to mean any area of development identified on  
11 the Master Plan. In addition, the phrases "portion of a tract" or "portion  
12 of a parcel" shall be defined to mean a division of a tract or parcel into  
13 one or more ownerships as created by deed or plat.

14 Section 9. Compliance. County hereby designates the Director of  
15 the Broward County Office of Planning, or his designee, as the official to  
16 monitor compliance with all conditions of this Development Order. At a  
17 minimum, the Development Order conditions shall be reviewed by the  
18 County prior to issuance of any local development permit. The  
19 Developer, its successors, grantees or assigns shall comply with and be  
20 subject to all applicable provisions of the Broward County Code of  
21 Ordinances, Broward County Administrative Code, Broward County EQCB  
22 Code of Regulations, and other applicable County Regulations, State Law  
23 and Regulations, and Federal Law and Regulations.

24 Section 10. Election of Developer. Pursuant to Section 380.06(5)(c)  
25 (Fla. Stat. Supp. 1988), Developer elects to be bound by the applicable  
26 rules adopted pursuant to Chapters 403 and 373, Florida Statutes, in  
27 effect when this Development Order is issued.

28 Section 11. Recordation. Developer shall, within 30 days of the  
29 effective date of this Development Order, record this Development Order  
30 with the Clerk, Broward County Circuit Court, pursuant to Section  
31 380.06(15), Florida Statutes, specifying that the Development Order runs  
32 with the land and is binding on the Developer, its grantees, or assigns.  
33

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Section 12. SEVERABILITY.

If any clause, section, or other part or application of this Development Order shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such invalid or unconstitutional clause, section, part or application shall be considered severable and shall be eliminated from this Development Order so as not to affect the validity of the remaining clauses, sections, parts, or applications, which shall remain in full force and effect.

Section 13. EFFECTIVE DATE.

That is Ordinance shall take effect as provided by law.

ENACTED October 18, 1988

FILED WITH DEPARTMENT OF STATE December 23, 1988

EFFECTIVE December 27, 1988

BAH:lt  
10/18/88  
ALANDCO.001  
#88-428

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## EXHIBIT "A"

## ALANDCO BROWARD COUNTY PROPERTY

## DESCRIPTION:

A PORTION OF SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AND A PORTION OF SECTION 29, OF THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND ALSO BEING A PORTION OF SECTION 30, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 20; THENCE NORTH  $03^{\circ}32'19''$  WEST, ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 20, A DISTANCE OF 44.64 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 84 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 86095-2404, SHEET 3 OF 6 SHEETS; THENCE NORTH  $82^{\circ}29'59''$  EAST, A DISTANCE OF 1143.12 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH  $82^{\circ}29'59''$  EAST, A DISTANCE OF 229.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5629.65 FEET, A CENTRAL ANGLE OF  $83^{\circ}23'07''$  AND AN ARC DISTANCE OF 344.44 FEET, THE LAST THREE DESCRIBED COURSES BEING ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 84; THENCE SOUTH  $01^{\circ}54'32''$  EAST, ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 180.15 FEET; THENCE SOUTH  $32^{\circ}56'54''$  WEST, A DISTANCE OF 420.07 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF I-595 AS SHOWN ON THE AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; THENCE NORTH  $83^{\circ}30'21''$  WEST, A DISTANCE OF 50.60 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS POINT "A"; THENCE CONTINUE NORTH  $83^{\circ}30'21''$  WEST, A DISTANCE OF 102.63 FEET; THENCE NORTH  $64^{\circ}13'41''$  WEST, A DISTANCE OF 394.64 FEET TO A POINT, SAID POINT BEARING NORTH  $06^{\circ}10'39''$  EAST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 11567.66 FEET, A CENTRAL ANGLE OF  $00^{\circ}18'13''$  AND AN ARC DISTANCE OF 61.31 FEET, THE LAST FOUR DESCRIBED COURSES BEING ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF I-595; THENCE NORTH  $42^{\circ}50'02''$  EAST, ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 30.08 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 520.50 FEET, A CENTRAL ANGLE OF  $44^{\circ}41'09''$  AND AN ARC DISTANCE OF 405.94 FEET TO THE POINT OF BEGINNING.

## TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT "A"; THENCE SOUTH  $01^{\circ}51'24''$  EAST, A DISTANCE OF 228.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID I-595; THENCE CONTINUE SOUTH  $01^{\circ}51'24''$  EAST, A DISTANCE OF 6.53 FEET; THENCE SOUTH  $06^{\circ}24'10''$  EAST, A DISTANCE OF 179.36 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 20; THENCE SOUTH  $89^{\circ}20'02''$  WEST, ALONG THE SAID NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 44.20 FEET; THENCE SOUTH  $02^{\circ}51'05''$  EAST, A DISTANCE OF 15.01 FEET; THENCE SOUTH  $00^{\circ}58'17''$  EAST, A DISTANCE OF 368.12 FEET; THENCE SOUTH  $02^{\circ}43'26''$  EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 679.30 FEET; THENCE SOUTH  $89^{\circ}34'05''$  WEST, ALONG A LINE PARALLEL WITH AND

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60.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE NORTH ONE-HALF (N. 1/2) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 40.03 FEET TO A POINT ON THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE SOUTH 02°43'26" EAST, ALONG THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 260.77 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 89°38'51" EAST, ALONG THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 100.09 FEET; THENCE SOUTH 02°43'26" EAST, ALONG A LINE PARALLEL WITH AND 100.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 646.89 FEET; THENCE SOUTH 89°48'27" WEST, ALONG A LINE PARALLEL WITH AND 35.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 100.10 FEET TO A POINT ON THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE SOUTH 02°43'26" EAST, ALONG THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 35.03 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 89°48'27" EAST, ALONG THE SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 956.66 FEET TO THE NORTHWEST CORNER OF THE WEST ONE-HALF (W. 1/2) OF LOT 4, BLOCK 2, OF SAID PLAT OF SECTION 29; THENCE SOUTH 01°29'09" EAST, ALONG THE EAST LINE OF THE SAID WEST ONE-HALF (W. 1/2) OF LOT 4 AND A PORTION OF THE EAST LINE OF THE WEST ONE-HALF (W. 1/2) OF LOT 3, BOTH OF SAID BLOCK 2, A DISTANCE OF 742.81 FEET TO A POINT ON THE TOP OF BANK OF THAT CERTAIN LAKE LYING IN SAID LOTS 3 AND 4, AND ALSO LYING IN LOTS 9 AND 10, BLOCK 1, OF SAID PLAT OF SECTION 29; THENCE SOUTH 54°37'54" WEST, A DISTANCE OF 7.21 FEET; THENCE SOUTH 45°15'04" WEST, A DISTANCE OF 17.63 FEET; THENCE SOUTH 37°47'04" WEST, A DISTANCE OF 18.19 FEET; THENCE SOUTH 31°04'36" EAST, A DISTANCE OF 12.50 FEET; THENCE SOUTH 15°41'42" WEST, A DISTANCE OF 43.97 FEET, THE LAST FIVE (5) COURSES AND DISTANCES BEING ALONG THE MEANDERING WESTERLY TOP OF BANK OF SAID LAKE; THENCE SOUTH 76°44'01" EAST, A DISTANCE OF 24.62 FEET; THENCE SOUTH 86°54'14" EAST, A DISTANCE OF 268.99 FEET, THE LAST TWO (2) COURSES AND DISTANCES BEING ALONG THE MEANDERING SOUTHERLY TOP OF BANK OF SAID LAKE; THENCE NORTH 32°17'02" EAST, A DISTANCE OF 30.90 FEET; THENCE NORTH 54°38'05" EAST, A DISTANCE OF 27.21 FEET; THENCE NORTH 81°38'15" EAST, A DISTANCE OF 44.26 FEET; THENCE NORTH 72°24'51" EAST, A DISTANCE OF 24.06 FEET; THENCE NORTH 64°42'26" EAST, A DISTANCE OF 44.10 FEET TO A POINT, SAID POINT BEING 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 10; THENCE NORTH 88°25'05" EAST, ALONG A LINE PARALLEL WITH AND 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF LOT 10, A DISTANCE OF 577.84 FEET TO A POINT ON THE WEST LINE OF LOT 8, OF SAID BLOCK 1; THENCE NORTH 01°26'55" WEST, ALONG A PORTION OF THE SAID WEST LINE OF LOT 8, A DISTANCE OF 767.08 FEET TO THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 29; THENCE NORTH 88°18'55" EAST, ALONG A PORTION OF THE SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 29, ALSO BEING THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 329.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 01°27'09" EAST, ALONG THE EAST LINE OF LOT 8, A DISTANCE OF 1325.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 88°30'48" WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF

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329.03 FEET TO THE NORTHEAST CORNER OF LOT 11, OF SAID BLOCK 1; THENCE  
 SOUTH 01°27'29" EAST, ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF  
 667.14 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE  
 SOUTH 88°36'56" WEST, ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF  
 657.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE  
 SOUTH 88°59'26" WEST, ALONG THE SOUTH LINE OF LOT 2, OF SAID BLOCK 2, A  
 DISTANCE OF 642.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE  
 SOUTH 01°31'25" EAST, ALONG THE WEST LINE OF LOT 1, OF SAID BLOCK 2, A  
 DISTANCE OF 669.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE  
 SOUTH 01°31'31" EAST, ALONG A PORTION OF THE WEST LINE OF LOT 4, BLOCK 3,  
 OF THE SAID PLAT OF SECTION 29, A DISTANCE OF 576.54 FEET TO THE NORTH  
 MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE HEARDERING  
 WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON THE WEST LINE OF  
 THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 30; THENCE  
 NORTH 01°41'18" WEST, ALONG A PORTION OF THE SAID WEST LINE OF THE  
 SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 707.60 FEET  
 TO A POINT ON THE SOUTH LINE OF THAT CERTAIN 100 FOOT BY 200 FOOT PARCEL  
 AS DESCRIBED IN A DEED RECORDED IN DEED BOOK 546, PAGE 259 OF THE PUBLIC  
 RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°09'16" EAST, ALONG THE  
 SAID SOUTH LINE OF THAT CERTAIN 100 FOOT BY 200 FOOT PARCEL, A DISTANCE OF  
 100.01 FEET; THENCE NORTH 01°41'18" WEST, ALONG A PORTION OF THE EAST LINE  
 OF SAID 100 FOOT BY 200 FOOT PARCEL, A DISTANCE OF 50.01 FEET TO A POINT,  
 SAID POINT BEING ON THE SOUTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL  
 EASEMENT AS RECORDED IN DEED BOOK 534, PAGE 64 OF THE PUBLIC RECORDS OF  
 BROWARD COUNTY, FLORIDA; THENCE NORTH 89°09'16" EAST, ALONG A PORTION OF  
 THE SAID SOUTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT, A  
 DISTANCE OF 138.70 FEET TO A POINT, SAID POINT BEING 40.00 FEET NORTH OF  
 AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID SOUTHEAST  
 ONE-QUARTER (S.E. 1/4) OF SECTION 30; THENCE SOUTH 88°12'52" EAST, ALONG A  
 LINE PARALLEL WITH 40.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE  
 SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A  
 DISTANCE OF 1137.74 FEET; THENCE NORTH 01°41'18" WEST, ALONG A LINE  
 PARALLEL WITH AND 1374.33 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE  
 WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 30, A  
 DISTANCE OF 494.15 FEET TO A POINT ON A SOUTHERLY LINE OF THAT CERTAIN  
 TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 11773, PAGE 319 OF THE  
 PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE NORTH 87°16'50" EAST, A  
 DISTANCE OF 146.05 FEET TO A POINT ON A NORTHERLY LINE OF SAID 100 FOOT  
 CANAL EASEMENT; THENCE NORTH 64°25'31" EAST, A DISTANCE OF 250.00 FEET TO  
 THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE  
 NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF  
 300.00 FEET, A CENTRAL ANGLE OF 24°25'20" AND AN ARC DISTANCE OF 128.75  
 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°00'51" EAST, A DISTANCE OF  
 150.00 FEET, THE LAST THREE (3) COURSES AND DISTANCES BEING ALONG A  
 PORTION OF THE SAID NORTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL  
 EASEMENT; THENCE NORTH 00°19'09" WEST, A DISTANCE OF 150.00 FEET; THENCE  
 NORTH 88°55'24" EAST, A DISTANCE OF 513.52 FEET TO A POINT, SAID POINT  
 BEING 100.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF  
 THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 29; THENCE  
 NORTH 01°41'25" WEST, ALONG A LINE PARALLEL WITH 100.00 FEET WEST OF AS  
 MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE NORTHWEST  
 ONE-QUARTER (N.W. 1/4) OF SECTION 29, A DISTANCE OF 900.00 FEET; THENCE  
 NORTH 89°34'28" EAST, A DISTANCE OF 100.02 FEET TO THE SOUTHWEST CORNER OF  
 LOT 9, OF SAID BLOCK 1; THENCE NORTH 01°41'25" WEST, ALONG THE WEST LINE  
 OF SAID LOT 9, A DISTANCE OF 678.08 FEET TO THE NORTHWEST CORNER OF SAID  
 LOT 9, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 29, THE  
 LAST NINE (9) COURSES BEING ALONG THE SOUTHEASTERLY LINE OF SAID TRACT OF  
 LAND DESCRIBED IN OFFICIAL RECORDS BOOK 11773, PAGE 319; THENCE  
 NORTH 89°46'27" EAST, ALONG A PORTION OF THE SAID SOUTH LINE OF THE  
 SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 20, A DISTANCE OF 1153.70

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FEET TO A POINT, SAID POINT BEING 133.72 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 02°43'26" WEST, ALONG A LINE PARALLEL WITH 133.72 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 681.27 FEET TO A POINT ON THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 89°38'50" EAST, ALONG THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 0.48 FEET; THENCE NORTH 03°59'55" EAST, A DISTANCE OF 796.52 FEET; THENCE NORTH 02°43'26" WEST, ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 566.16 FEET TO A POINT ON THE SAID NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE SOUTH 89°20'02" WEST, ALONG THE SAID NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 42.39 FEET; THENCE NORTH 02°43'29" WEST, A DISTANCE OF 209.61 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF I-595, SAID POINT BEARING NORTH 07°29'14" EAST FROM THE RADIUS POINT OF THE NEXT HEREIN DESCRIBED CURVE; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 11350.66 FEET, A CENTRAL ANGLE OF 0°09'09" AND AN ARC DISTANCE OF 30.23 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°21'26" EAST, A DISTANCE OF 139.51 FEET TO THE POINT OF BEGINNING, THE LAST TWO (2) COURSES BEING ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF I-595.

SAID LANDS SITuate, LYING AND BEING IN BREVARD COUNTY, FLORIDA AND CONTAINING 275.053 ACRES MORE OR LESS.

NOTE: THE ABOVE DESCRIPTION AS IT PERTAINS TO THE COURSES ALONG THE TOP OF BANK WAS BASED ON A FIELD LOCATION OF SAID TOP OF BANK DONE BY CRAVEN THOMSON, INC. ON 15 FEB 1985.

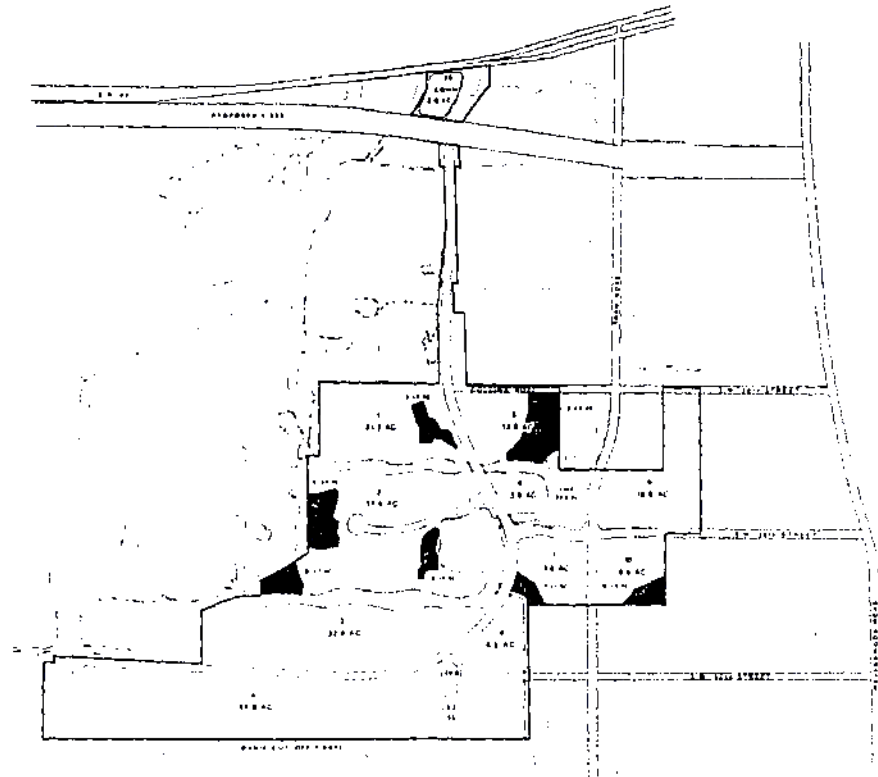
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# Exhibit "B"

## Alandco Broward County Property

### Master Development Plan



8K76065P611903

#### LAND USE TABULATIONS

COMMERCIAL	20.0 AC
DEVELOPABLE PARCELS	200.0 AC
TOTAL	210.0 AC
LANDSCAPE RETENTION	21.3 AC
ROAD-RIGHT-OF-WAY	28.3 AC
GREEN SPACE	60.5 AC
TOTAL SITE AREA	210.0 AC

NOTE: ALL AREAS ARE APPROXIMATE

#### PARCEL ACREAGES

1	20.0 AC
2	12.0 AC
3	12.0 AC
4	12.0 AC
5	12.0 AC
6	12.0 AC
7	12.0 AC
8	12.0 AC
9	12.0 AC
10	12.0 AC
11	12.0 AC
12	12.0 AC
13	12.0 AC
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83	12.0 AC
84	12.0 AC
85	12.0 AC
86	12.0 AC
87	12.0 AC
88	12.0 AC
89	12.0 AC
90	12.0 AC
91	12.0 AC
92	12.0 AC
93	12.0 AC
94	12.0 AC
95	12.0 AC
96	12.0 AC
97	12.0 AC
98	12.0 AC
99	12.0 AC
100	12.0 AC
TOTAL	209.2 AC

LEGEND: 1. DEVELOPABLE PARCELS 2. LANDSCAPE RETENTION 3. ROAD-RIGHT-OF-WAY 4. GREEN SPACE



200 0 200 400 800

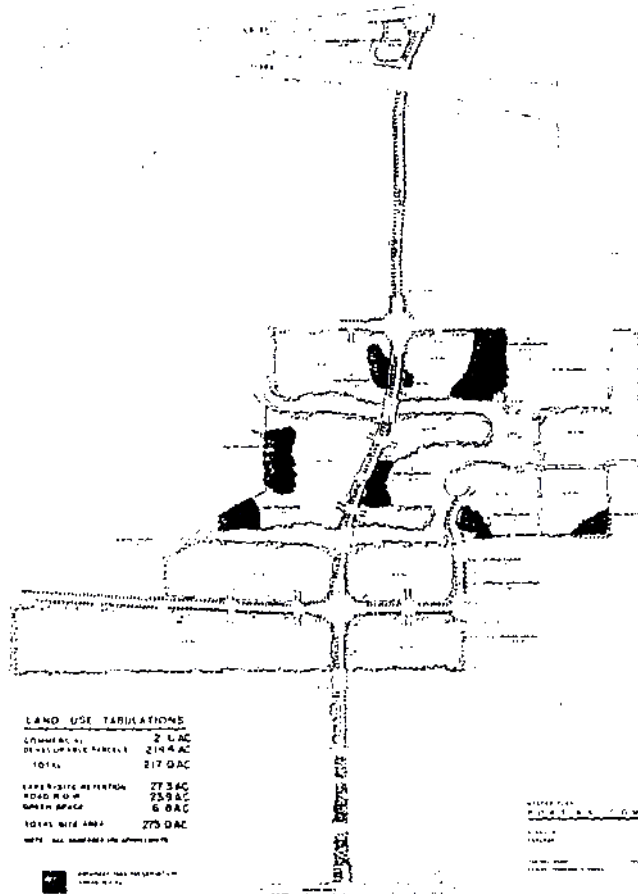
NOTE: Exact legal descriptions for the parcels are attached as an exhibit to the Development Order.

Exhibit "C"

Alandco Broward County Property

Master Development Plan

(Alternate)



LAND USE TABULATIONS	
COMMERCIAL	2.0 AC
DEVELOPABLE PARCELS	214.4 AC
TOTAL	217.0 AC
EXPENSIVE RETENTION	27.3 AC
ROAD R.O.W.	23.9 AC
WATER SPACE	6.0 AC
TOTAL SITE AREA	275.0 AC

NOTE: ALL SHADING AND DIMENSIONS

APPROXIMATE TOTAL AREA OF SITE

NOTE: Exact measurements to be determined pursuant to Section 1.0 of the Development Order

WATER SPACE  
TOTAL SITE AREA  
TOTAL SITE AREA  
TOTAL SITE AREA

200 0 200 400 800

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MEMO: Legibility of original  
typing or for 1/2" x 1/2" sheet starting in  
this document were misaligned.

LIST OF INDUSTRIAL WASTEWATER WASTE CHARACTERISTICS BY SIC CODE \*

SIC Code	Waste Type	Description	SIC Code	Waste Type	Description
<b>0115-0783: AGRICULTURE</b>					
0115	AW	Corn	2201	11	Roofing and Sheet Metal Work
0131	AHC	Cotton	2203	11	Glass and Glazing Work
0132	AHC	Tobacco	2204	11A	Excavating and Foundation Work
0133	AHC	Sugar Crops	2205	11A	Special Trade Contractors
0161	AHC	Vegetable and Melon Farmers	<b>2032-3099: Manufacturing Industries</b>		
0161	AHC	Perry Crops	<b>Canned Specialties</b>		
0174	AHC	Citrus Fruit Growers	2032		
0181	AHC	Ornamental Horticulture & Nursery Products	2033	11	Canned and Cured Fish and Seafoods
0191	AHC	General Farms, primarily Crop	2034	11	Beard Woven Fabric Mills, except
0211	AHC	Beef Cattle feedlots	2035	11	Men's full length and knee length
0221	AHC	Beef Cattle, except feedlots (e.g., Ranches)	2036	11	Slaughtering, except Women's full length & knee length
0222	AHC	Sheep and Goat Farms	2037	11	Full Outerwear Mills
0224	AHC	General Livestock	2038	11	Knit Underwear Mills
0229	AHC	Soil Preparation Services	2039	11	Circular Knit Fabric Mills
0231	AHC	Crop Planting, Cultivation, and Protection	2040	11	Wash Knit Fabric Mills
0232	AHC	Crop Harvesting, primarily by Machine	2041	11	Knitting Mills, NEC
0234	AHC	Cotton Ginning	2042	11	Finishers of Broad Woven Fabrics of Cotton
0239	AHC	General Crop Services	2043	11	Finishers of Broad Woven Fabrics, Man-Made Fiber
0251	AHC	Livestock Services, except services for Animal	2044	11	Finishers of Broad Woven Fabrics, Man-Made Fiber
0251	AHC	Specialties	2045	11	Women Corsets and Rugs
0252	AHC	Lawn and Garden Services	2046	11	Knit Corsets and Rugs
0253	AHC	Ornamental Shrub and Tree Services	2047	11	Knit Corsets and Rugs, NEC
<b>0811-0831: FORESTRY</b>					
0811	AHC	Timber Tracts	2048	11	Knit Corsets and Rugs, NEC
0821	AHC	Forest Nurseries & Tree Seed Gathering &	2049	11	Knit Corsets and Rugs, NEC
0831	AHC	Logging	2050	11	Knit Corsets and Rugs, NEC
<b>1611-1799: CONSTRUCTION</b>					
1611	1799	Highway and Street Construction	2051	11	Knit Corsets and Rugs, NEC
1622	1799	Bridge, Tunnel, and Elevated Highway Construction	2052	11	Knit Corsets and Rugs, NEC
1711	1799	Plumbing, Heating (except Electric) and Air	2053	11	Knit Corsets and Rugs, NEC
1721	1799	Conditioning	2054	11	Knit Corsets and Rugs, NEC
1731	1799	Painting, Paper Hanging, and Decorating, Interior	2055	11	Knit Corsets and Rugs, NEC
1741	1799	Construction, NEC	2056	11	Knit Corsets and Rugs, NEC
1752	1799	Floor Laying and Other Floorwork, etc.	2057	11	Knit Corsets and Rugs, NEC
*Each industry has been identified as a potential generator of hazardous waste on the basis that the industry may generate corrosive, reactive, ignitable, and/or toxic wastes. For example, SIC code 0115, "Agriculture, General", is a potential generator of toxic pesticide wastes. Each SIC code listed as a generator of hazardous waste, unless otherwise classified.					

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SIC Code	Major Group	Description	SIC Code	Major Group	Description
3731	3731	Ship Building and Repairing	4011	4011	Air Transportation, Certificated Carriers
3732	3732	Boat Building and Repairing	4012	4012	Airports and Flying Fields
3733	3733	Engineering, Scientific, Laboratory and Research Instruments	4013	4013	Airport Terminal Services
3734	3734	Automatic Controls for Regulating Residential and Commercial Environments and Appliances	4014	4014	Crude Petroleum Pipe Lines
3735	3735	Industrial Instruments for Measuring, Displaying, and Control of Process Variables, and Related Products	4015	4015	Refined Petroleum Pipe Lines
3736	3736	Totalizing Fluid Meters and Counting Devices	4016	4016	Pipe Lines, NEC
3737	3737	Instruments for Measuring and Testing of Electricity and Electric Signals	4017	4017	Radio Broadcasting
3738	3738	Measuring and Controlling Devices, NEC	4018	4018	Television Broadcasting
3739	3739	Optical Instruments and Lenses	4019	4019	Electric Services
3740	3740	Surgical and Medical Instruments and Apparatus	4020	4020	Electrical & Other Services
3741	3741	Orthopedic, Prosthetic, and Surgical Appliances and Supplies	4021	4021	Gas & Other Services
3742	3742	Dental Equipment and Supplies	4022	4022	Combination Utilities, NEC
3743	3743	Ophthalmic Goods	4023	4023	Sewerage Systems
3744	3744	Photographic Equipment and Supplies	4024	4024	Refuse Systems
3745	3745	Watches and Clocks, etc.	4025	4025	Sanitary Services, NEC
3746	3746	Jewelry, Precious Metal	4026	4026	
3747	3747	Silverware, Plated Ware, and Miscellaneous Metal	4027	4027	
3748	3748	Jewelry, Findings & Materials & Lumber with Costume Jewelry and Costume Trimmings, NEC	4028	4028	
3749	3749	Precious Metals	4029	4029	
3750	3750	Needles, Pins, Hooks and Eyes, and Similar Notions	4030	4030	
3751	3751	Signs and Advertising Displays	4031	4031	
3752	3752	Burial Cases	4032	4032	
3753	3753	Manufacturing Industries	4033	4033	
4011-4039	4011-4039	TRANSPORTATION; with FINE GROUPS	4034	4034	
4011	4011	Railroads, Line-Haul Operating	4035	4035	
4012	4012	Local and Suburban Transit	4036	4036	
4013	4013	Switching & Terminal Establishments	4037	4037	
4014	4014	Local Passenger Transportation, BRT	4038	4038	
4015	4015	Taxicabs	4039	4039	
4016	4016	Intercity and Rural Highway Passenger Transportation	4040	4040	
4017	4017	School Buses	4041	4041	
4018	4018	Maintenance & Service Facilities for Motor Vehicle Transportation	4042	4042	
4019	4019	Local Trucking without Storage	4043	4043	
4020	4020	Local Trucking with Storage	4044	4044	
4021	4021	Trucking Terminal Facilities	4045	4045	
4022	4022	U.S. Postal Service Vehicle Maintenance Units	4046	4046	
4023	4023	Deep Sea Freight Transportation	4047	4047	
4024	4024	Marine Cargo Handling	4048	4048	
4025	4025	Water Transportation Services, NEC	4049	4049	

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III - Not Classified

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SIC Code	Waste Type	Description	SIC Code	Waste Type	Description
2339	LAR	Advertising, NEC	8411	JALPS	MISCELLANEOUS
2331	LAR	Direct Mail Advertising Services	8421	ARC	Museums and Art Galleries
2332	LAR	Bluprint and Photocopying Services	8922	LR	Arborets, Botanical and Zoological Gardens
2333	LAR	Commercial Photography Art, and Supplies	8979	JR	Noncommercial Educational, Scientific, and Research Organizations
2342	ARH	Disinfecting and Extermination Services			
2349	LR	Cleaning and Maintenance Services to Buildings			
2391	LR	Research and Development Laboratories			
2392	LR	Photofinishing Laboratories			
2393	LR	Commercial Testing Laboratories			
2394	LR	Fire Extinguisher Charging Services			
2395	LR	Passenger Car Rental and Leasing, without Drivers			
2396	LR	Truck Rental and Leasing, without drivers			
2397	LR	Utility Trailer and Recreational Vehicle Rental			
2398	LR	Top and Body Repair Shops, Automotive			
2399	LR	Tire Retreading and Repair Shops, Automotive			
2400	LR	Paint Shops, Automotive			
2401	LR	General Automotive Repair Shops			
2402	LR	Automotive Repair Shops, NEC			
2403	LR	Radio & Television Repair Shops			
2404	LR	Refrigeration & Air Conditioning Services			
2405	LR	Repair Shops			
2406	LR	Electrical & Electronic Repair Shops, NEC			
2407	LR	Watch, Clock, and Jewelry Repair			
2408	LR	Barbwire and Furniture Repair			
2409	LR	Welding Repair			
2410	LR	Refrigeration and Related Services, NEC			
2411	LR	Services Allied to Motion Picture Production			
2412	LR	Theatrical Producers (except Motion Pictures) and Miscellaneous Theatrical Services			
2413	LR	Public Golf Courses			
2414	LR	Amusement Parks			
2415	LR	Amusement and Recreation Services, NEC			
2416	LR	General Medical and Surgical Hospitals			
2417	LR	Specialty Hospitals, except Psychiatric			
2418	LR	Medical Laboratories			
2419	LR	Dental Laboratories			
2420	LR	Outpatient Care Facilities			
2421	LR	Elementary and Secondary Schools			
2422	LR	Colleges, Universities, Vocational Schools, and Junior Colleges			
2423	LR	Vocational Schools, except Vocational High Schools, NEC			
2424	LR	Schools and Institutional Services, NEC			
2425	LR	Job Training and Vocational Rehabilitation Services			
2426	LR	Not Elsewhere Classified			

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## EXHIBIT "E"

### CODE FOR WASTE TYPES COMMONLY ASSOCIATED WITH EACH SIC INDUSTRY

- A Waste pesticides
- B Washing and rinsing solutions containing pesticides
- C Empty pesticide containers
- D Spent toxaphene solutions or sludges from dipping
- E Spent pesticide solutions or sludges other than toxaphene from dipping
- F Dust containing heavy metals
- G Washings and rinsing solutions containing heavy metals
- H Wastewater treatment sludges containing heavy metals
- I Waste ink
- J Ignitable paint wastes containing flammable solvents (flash point less than 140°F)
- K Liquid paint wastes containing heavy metals (cadmium, chromium, mercury or lead)
- L Spent solvents
- M Still bottoms from the distillation of solvents
- N Filtration residues from dye clearing operations
- O Oxide wastes
- P Strongly acidic or alkaline wastes
- Q Spent plating wastes
- R Waste ammonia
- S Photographic wastes
- T Ignitable wastes (flash point less than 140°F)
- U Wastewater sludges containing pentachlorophenol, creosote, or arsenic
- V Waste formaldehyde
- W Lead-acid batteries
- X Waste explosives
- Y Waste oil
- Z Other ignitable, corrosive, reactive and EP toxic, as these waste types are defined in 40 CFR 261.21, 261.22, 261.23 and 261.24.

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Eugenia ferrea (Black Ironwood)  
Lagerstromia indica\* (Crape Myrtle)  
Leucaena leucosperma (White mangrove)  
Licuala trifida (Gulf licuala)  
Licuala trifida\* (Licuala palm)  
Licuala spp.\* (Licuala palm)  
Livistona humboldtii (Wild tamarind)  
Livistona lanceolata (Wild tamarind)  
Moniloptera babingtonii (Wild dill)  
Melastomaceae lanceolata (Mastic)  
Musa hybrida\* (Banana)  
Nerium oleander (Southern sea myrtle)  
Parsonsia aculeata\* (Jerusalem thorn)  
Thorns  
Palmetto lanceolata (Yellow palmetto)  
Palm lanceolata (Sand pine)  
Palm lanceolata (Slash pine)  
Palm lanceolata var. caribaea (Keys slash pine)  
Piscidia lanceolata\* (Jamaica dogwood)  
Pisonia lanceolata (Blolly)  
Plumbago spp.\* (Frangipani)  
Psychotria alabamica (Scarlet palm)  
Psychotria maritima (Scarlet palm)  
Quercus virginiana (Live oak)  
Rhizophora mangle (Red mangrove)  
Rosin lanceolata (Royal palm)  
Rosin lanceolata (Cuban royal palm)  
Sabal palmetto (Cabbage palm)  
Schinus molle (Sav palmetto)  
Simarouba glabra (Paradise tree)  
Syzygium malabaricum (West Indies mahogany)  
Tabebuia argentea\* (Tree of gold)  
Tabebuia lanceolata\* (Pink trumpet tree)  
Tamarindus indica\* (India Tamarind)  
Ternstroemia lanceolata (Tropical almond)  
Taxodium (Cypress)  
Thespesia populnea\* (Portia tree, scarlet mahoe)  
Thrinax parviflora (Keys thatch palm)  
Thrinax parviflora (Thatch palm)  
Thrinax lanceolata (Florida thatch palm)  
Thrinax spp. (Thatch palm)  
Washington lanceolata (Washington palm)

8K-15065 PG 912

# List of Shrubs, Vines, and Ground Covers Recommended for South Florida

(May, 1985)

<u>Acalypha hispida</u> * (Chemille plant)	<u>Disyodhrea kerchoveana</u> (False aralia)
<u>Acalypha wilkesiana</u> * (Copperleaf)	<u>Dodonaea viscosa</u> (Varnish leaf)
<u>Alocasia</u> spp. (Elephant ear)	<u>Dumbuya vellichihi</u> (Pink ball)
<u>Alpinia</u> spp. (Shell flower)	<u>Eranthemum nervosum</u> * (Blue sage)
<u>Anonlus</u> * (Torch flower)	<u>Eugenia acicularis</u> (White stopper)
<u>Aspidia crenata</u> (Christmas berry) Fertile	<u>Eugenia confusa</u> (Red berry)
<u>Asparagus</u> spp. (Asparagus fern)	<u>Eugenia foetida</u> (Spanish stopper)
<u>Begonia</u> spp.* (Red begonia)	<u>Eugenia myrsinoides</u> (Spanish stopper)
<u>Bauhinia</u> <u>recurvata</u> (Pony-tail)	<u>Forsteria acuminata</u> (Florida privet)
<u>Bougainvillea</u> spp. (Bougainvillea) Thorns	<u>Gardenia jasminoides</u> * (Gardenia)
<u>Brassia actinophylla</u> (Schefflera)	<u>Guzelia discolor</u> (Holly)
<u>Bryconia lucida</u> (Locustberry)	<u>Hamelia patens</u> (Scarletbush, firebush)
<u>Calliandra hirta</u> (Pouderpuff)	<u>Hedyotis coronarium</u> (Butterfly lily)
<u>Calliandra hirta</u> (American beautybush)	<u>Hedyotis flavum</u> (Yellow lily)
<u>Campsis radicans</u> * (Trumpet vine)	<u>Hedyotis galearifolium</u> (Kahlil lily)
<u>Cassia</u> spp.* (Cassia)	<u>Hedyotis</u> spp. (Ciner lily)
<u>Cassia bahamensis</u> * (Cassia)	<u>Hellanthus dibillus</u> (Beach sunflower)
<u>Chrysobalanus icaco</u> (Cocoplus)	<u>Hibiscus rosa-sinensis</u> * (Hibiscus)
<u>Cladium</u> (Sawgrass)	<u>Hydnocallis latifolia</u> * (Spider lily)
<u>Codigium variegatum</u> * (Croton)	<u>Ilex glabra</u> * (Galberry)
<u>Crotona</u> <u>reticulatus</u> (Green buttonwood)	<u>Ilex vomitoria</u> <u>nana</u> * (Dwarf yaupon holly)
<u>Crotona</u> <u>reticulatus</u> (Silver buttonwood)	<u>Ipomoea</u> spp. (Morning glories, railroad vine)
<u>Crotona</u> <u>reticulatus</u> (Silver buttonwood)	<u>Iva frutescens</u> (Marsh elder)
<u>Crotona</u> <u>reticulatus</u> (Silver buttonwood)	<u>Iva latifolia</u> (Seacoast marsh elder)

BK16065PC0913

*Jacquinia peruviana* (Jaevoed)  
*Jatropha multifida*\* (*Pereskia*)  
*Juncus chinensis columbicus*\* (Junipers)  
*Juncus confertus*\* (Shore juniper)  
*Keteleeria indica*\* (Crape-myrtle)  
*Lantana decussata* (Dwarf lantana)  
*Lantana rosea* (Dwarf lantana)  
*Lavatera* spp.\* (Pelvet)  
     *Pests*  
*Lilium muscari*\* (Lily) turf)  
*Moribantia laurina* (Stimpson stopper)  
*Moribantia lauriflora*\* (Jaboticaba)  
*Moribantia* (Southern wax myrtle, Bayberry)  
*Neobaptista bonifolia* (Boston fern)  
*Ophiochloa lauriflora*\* (Woods grass)  
*Peperomia obtusifolia* (*Peperomia*)  
*Pilea volubilis*\* (Queen's wreath)  
*Phacelia speciosa*\* (Torch ginger)  
*Philodendron* spp.\* (Cellophane, philodendron)  
*Pinus elliptica* variety *densa* (Dade County pine)  
*Platycladus australis*\* (Asterbush)  
*Plumeria* spp. (*Frangipani*)  
*Podocarpus* spp.\* (*Podocarpus*)

BK16065PG0914



## south florida regional planning council

3440 Hollywood Blvd. Suite 140 Hollywood Florida 33021

Broward (305) 951 2999  
Dade (305) 520 4200

July 18, 1988

Edwin Stacker, Esquire  
Ruden, Barnett, McClosky, Smith, et al.  
NCNB Plaza, Penthouse B  
110 East Broward Boulevard  
Post Office Box 1900  
Fort Lauderdale, FL 33302

RE: Plant List, Alandco DRI, Broward County, FL

Dear Mr. <sup>SA</sup>Stacker:

I have reviewed the proposed plant list for the Alandco Development of Regional Impact in Broward County. The species listed in the amended Exhibit A of the Application for Development Approval are those that are recommended for use in South Florida by the South Florida Regional Planning Council staff. The following species may also be used on the property in addition to the species in Exhibit A with any conditions that may be indicated:

<u>Scientific Name</u>	<u>Common Name</u>	<u>Condition</u>
<i>Bauhinia blakeana</i>	Hong Kong Bauhinia	Plant only in open areas away from roads, sidewalks and other infrastructure
<i>Dalbergia sissoo</i>	Rosewood	
<i>Eucalyptus torrelliana</i>	Eucalyptus	Plant only in naturally wet areas
<i>Ficus nitida</i>	Cuban Laurel	
<i>Ficus rubiginosa</i>	Rusty Leaf Fig	
<i>Ilex vomitoria</i>	Yaupon Holly	
<i>Ligustrum japonicum</i>	Glossy Privet	
<i>Livistona chinensis</i>	Chinese Fan Palm	
<i>Magnolia grandiflora</i>	Southern Magnolia	
<i>Manihara zapota</i>	Sapodilla	Plant only in naturally wet areas
<i>Phoenix canariensis</i>	Canary Island Date Palm	
<i>Phoenix reclinata</i>	Senegal Date Palm	

8K16065PC0915

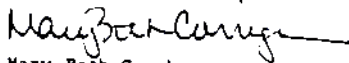


Edwin Stacker, Esquire  
Page 2  
July 18, 1988

<i>Phoenix roebelenii</i>	Pygmy Date Palm	Plant only in naturally wet areas
<i>Podocarpus gracilior</i>	Weeping Podocarpus	
<i>Pongamia pinnata</i>	Pongam	
<i>Prunus caroliniana</i>	Carolina Laurel	
	Cherry	
<i>Psidium cattleianum</i>	Cattley Guava	
<i>Quercus laurifolia</i>	Laurel Oak	
<i>Quercus nigra</i>	Water Oak	
<i>Washingtonia filifera</i>	California Fan Palm	
<i>Carissa grandiflora</i>	Carissa	
<i>Cycas</i> spp.	Sago Palm	
<i>Eugenia uniflora</i>	Surinam Cherry	Use only as a hedge
<i>Ixora "Nora Grant"</i>	<i>Ixora</i>	Plant only in naturally wet areas
<i>Jasminum multiflorum</i>	Downy Jasmine	
<i>Jasminum simplicifolium</i>	Wax Jasmine	
<i>Murraya paniculata</i>	Orange Jasmine	
<i>Pittosporum tobira</i>	Green Pittosporum	

Please call if you have any questions or comments.

Sincerely,



Mary Beth Corrigan  
Senior Planner

MBC/bh

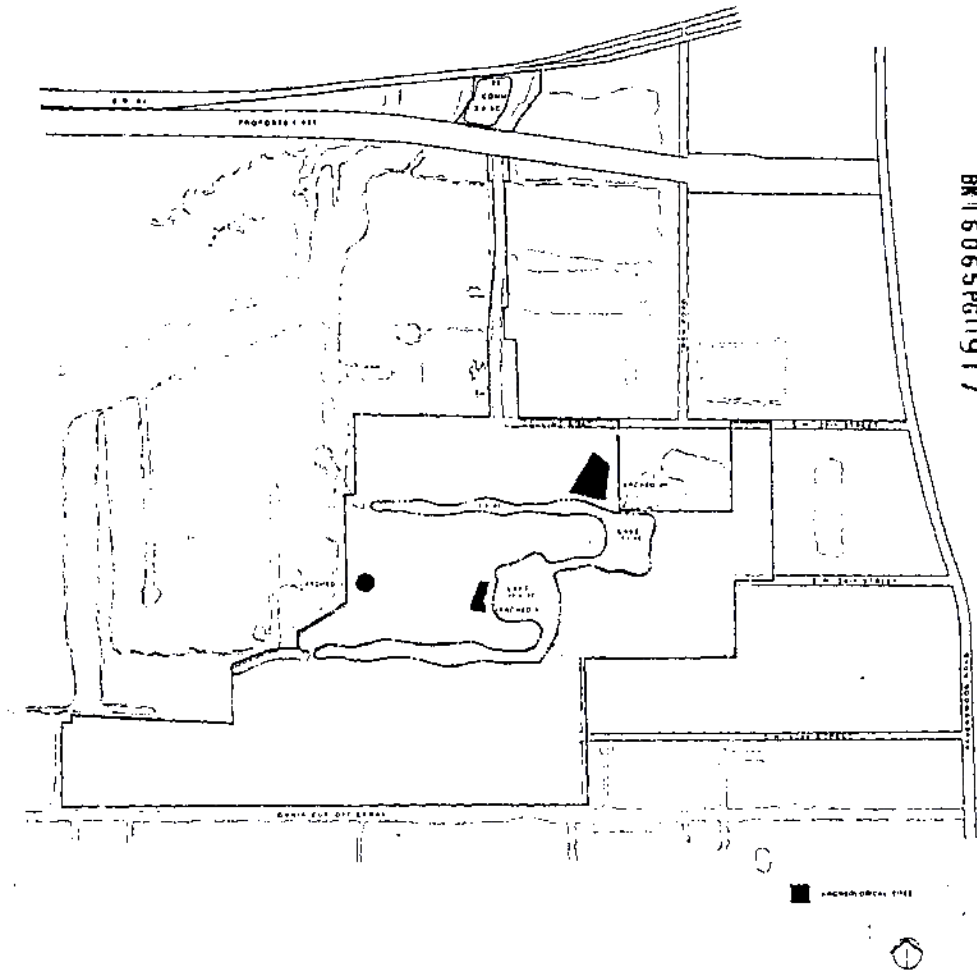
cc: Tony Leung

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Exhibit "G"

Alandco Broward County Property

Archeological Sites



BK 16065 PG 917

Exhibit "H"

## Alandco Broward County Property

### Wetland Areas

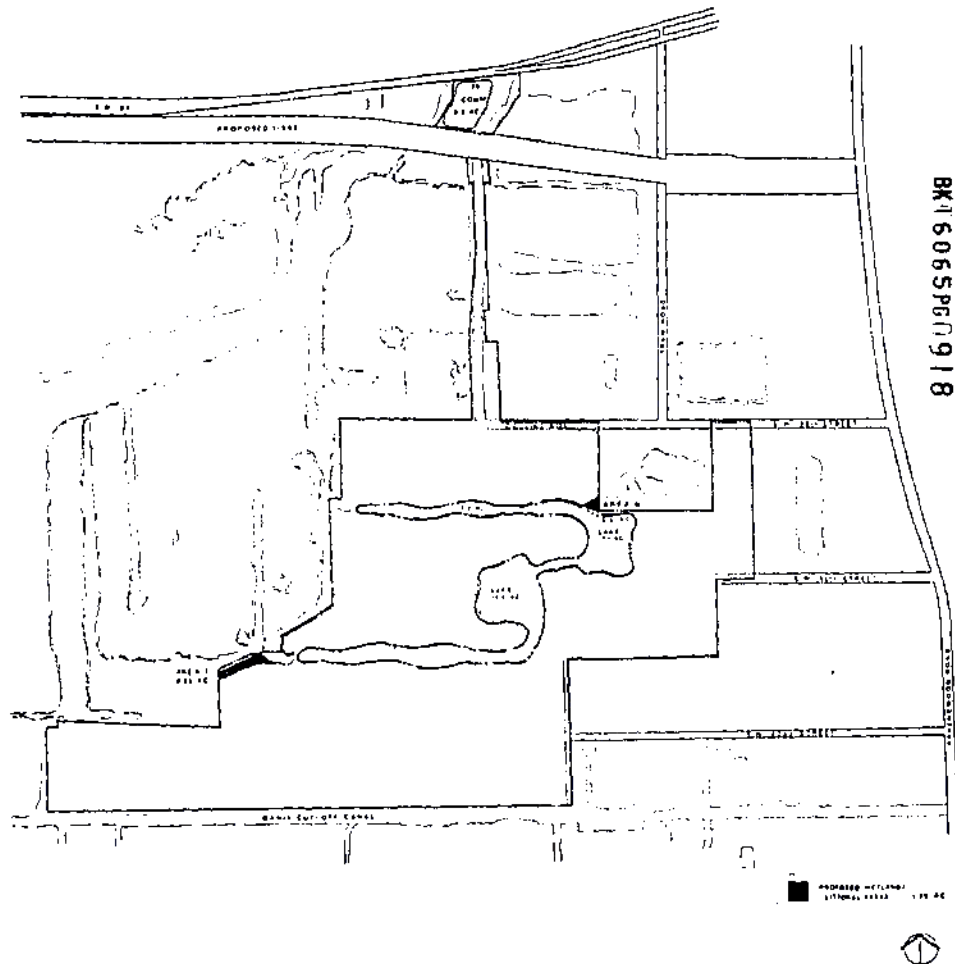


EXHIBIT I

TRIP GENERATION RATES

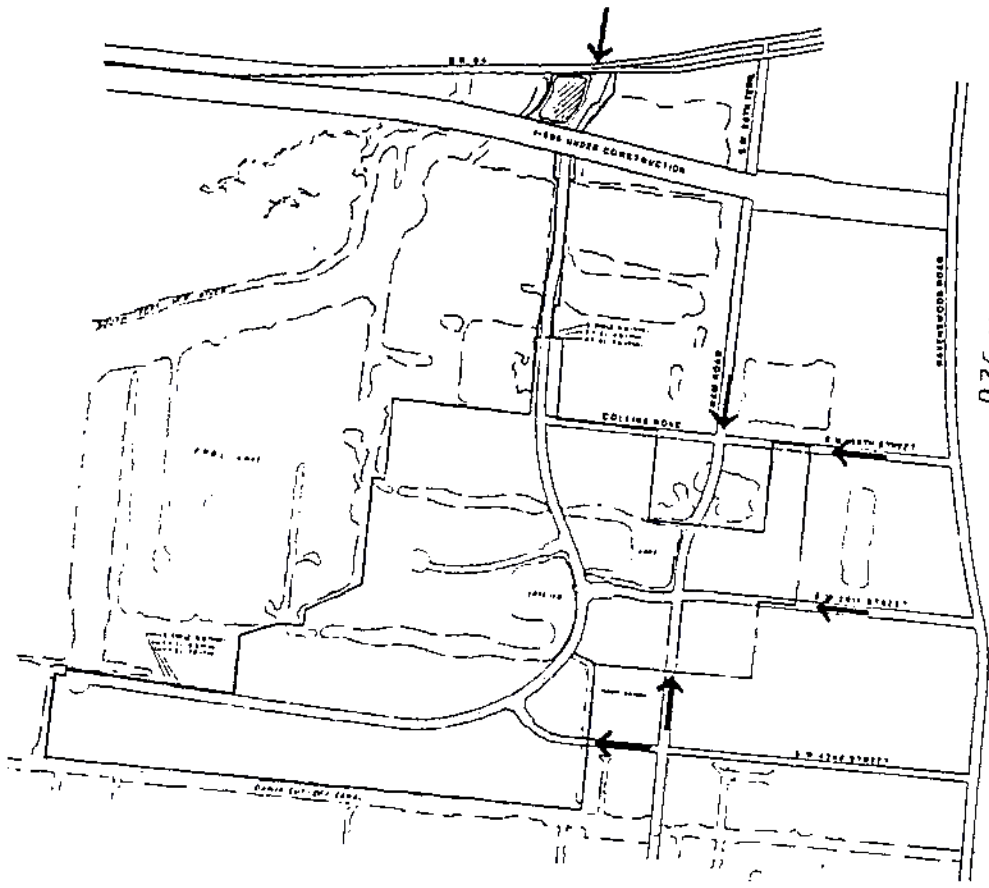
Land Use	Unit	P.M. Vehicle Trip Rates
Retail	1,000 GSF*	12.12
Office Park	1,000 GSF	1.14
Industrial Park	1,000 GSF	0.67

\* GSF = Gross Square Feet

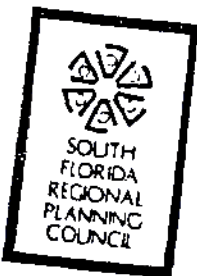
SOURCE: ADA

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Exhibit "J"



BK 16065P611920



PROJECT ACCESS

→ PROJECT ACCESS

Source: ADA

EXHIBIT 5

N

SCALE



**Exhibit "K"**

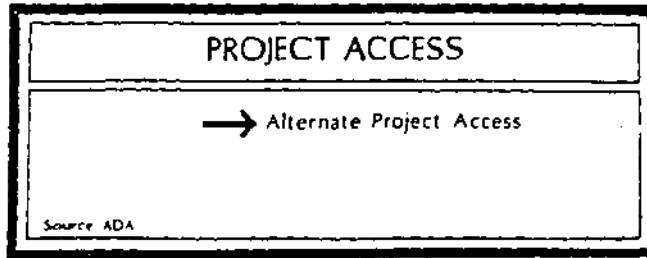
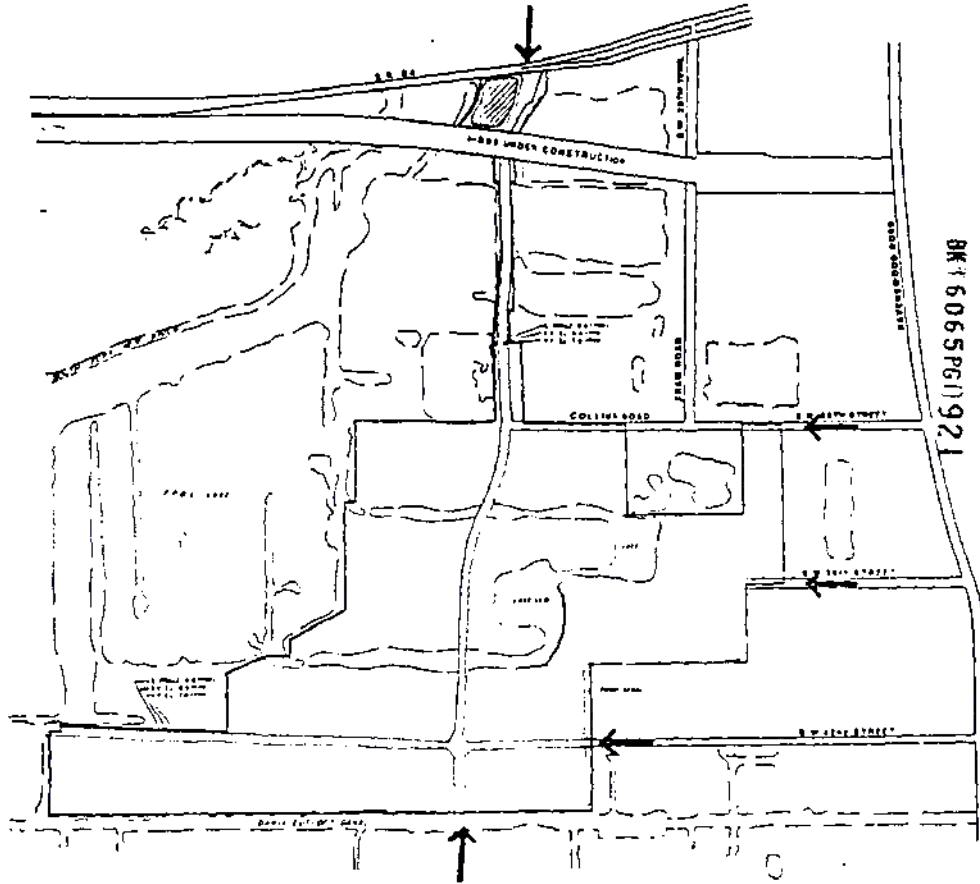


EXHIBIT "L"

OFF-SITE TRANSPORTATION IMPROVEMENTS

ALANDCO BROWARD COUNTY PROPERTY

<u>Recommended Improvement</u>	<u>Improvement Cost</u>
1. Tram Road from SW 36th Street to SR 84 - Roadway Improvement to a 2-lane standard	\$ 150,000 CST*
2. Tram Road from South Property Line to Griffin Road - Build 2 Lanes & Bridge	\$ 544,000 CST 156,000 ROW
3. Tram Road from South Property Line to Griffin Road - Build 4 Lane Divided & Bridge	1,746,000 CST 302,000 ROW
4. Relocated Tram Road from SW 42nd Street to Griffin Road - Build 2 Lanes & Bridge	635,000 CST 300,000 ROW
5. Relocated Tram Road from SW 42nd Street to Griffin Road - Build 4 Lane Divided & Bridge	** 1,580,000 CST 1,000,000 ROW
6. Relocated Tram Road from SW 42nd Street to SR 84 - Build 2 Lanes	1,420,000 CST
7. Relocated Tram Road from SW 42nd Street to SR 84 - Build 4 Lanes Divided	2,028,000 CST
8. Tram Road/SR 84 - NB Left Turn Lane and pay for Signalization if warranted	65,000 CST
9. Relocated Tram Road/SR 84 - NB Left Turn Lane and pay for Signalization if warranted	65,000 CST*
10. Tram Road/Griffin Road - SB Left Turn Lane	25,000 CST
11. Relocated Tram Road/Griffin Road - SB Left Turn Lane and pay for Signalization if warranted	65,000 CST*

\* For Safe & Adequate Access and Not Creditable toward Proportionate Share

\*\*Asphalt Pavement is to be limited to two lanes from Dania Cutoff Canal to Griffin Road until the traffic volume exceeds the capacity of the two lanes. All final design and construction shall be subject to approval by Broward County Engineering.

Revised: 10/31/88

BK 16065PC0922

EXHIBIT M

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF RESOURCE PLANNING AND MANAGEMENT  
BUREAU OF LAND AND WATER MANAGEMENT  
2571 Executive Center Circle, East  
Tallahassee, Florida 32301-8244  
(904) 488-4925

BLWM-07-85

Subsection 380.06(16), Florida Statutes, places the responsibility on the developer of an approved development of regional impact (DRI) for submitting an annual report to the local government, the Regional Planning Council, the Department of Community Affairs, and to all affected permit agencies, on the date specified in the Development Order. The failure of a developer to submit the report on the date specified in the development order may result in the temporary suspension of the development order by the local government until the annual report is submitted to the review agencies. This requirement applies to all developments of regional impact which have been approved since August 6, 1980. If you have any questions about this required report, call the DRI Enforcement Coordinator at, (904) 488-4925.

Please send the original completed annual report to the designated local government official stated in the development order with (1) copy to each of the following:

- a) The regional planning agency of jurisdiction;
- b) All affected permitting agencies;
- c) Division of Resource Planning and Management  
Bureau of Land and Water Management  
2571 Executive Center Circle, East  
Tallahassee, Florida 32301

BK16065PC1923

Please format your Annual Status Report after the format example provided below.

ANNUAL STATUS REPORT

Reporting Period: \_\_\_\_\_ to \_\_\_\_\_  
Month/Day/Year Month/Day/Year

Development: \_\_\_\_\_  
Name of DRI

Location: \_\_\_\_\_  
City County

Developer: Name: \_\_\_\_\_  
Company Name

Address: \_\_\_\_\_  
Street Location

\_\_\_\_\_  
City, State, Zip Code

EX-107-11  
Page Two

EXHIBIT M  
(Cont'd.)

1) Describe any changes made in the proposed plan of development, phasing, or in the representations contained in the Application for Development Approval since the Development of Regional Impact received approval. Please note any actions (substantial determinations) taken by local government to address these changes.

Note: If a response is to be more than one sentence, attach as Exhibit 'A' a detailed description of each change and copies of the modified site plan drawings. Exhibit 'A' should also address the following additional items if applicable.

- a) Describe changes in the plan of development or phasing for the reporting year and for the subsequent years;
- b) State any known Incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year and to be filed during the next year;
- c) Attach a copy of any notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the developer pursuant to Subsection 38C.06(14)(d), F.S.

2) Has there been a change in local government jurisdiction for any portion of the development since the development order was issued? If so, has the annexing local government adopted a new Development of Regional Impact development order for the project? Please provide a copy of the order adopted by the annexing local government.

3) Provide copies of any revised master plans, incremental site plans, etc., not previously submitted.

Note: If a response is to be more than one or two sentences, attach as Exhibit 'B'.

4) Provide a summary comparison of development activity proposed and actually conducted for the reporting year.

Example: Number of dwelling units constructed, site improvements, lots sold, acres mined, gross floor area constructed, barrels of storage capacity completed, permits obtained, etc.

Note: If a response is to be more than one sentence, attach as Exhibit 'C'.

5) Have any undeveloped tracts of land in the development (other than individual single-family lots) been sold to a separate entity or developer? If so, identify tract, its size, and the buyer. Please provide maps which show the tracts involved.

Tract

Buyer

BK16065PG0924

BLWM-07-85

Page Three

Note: If a response is to be more than one sentence, attach as Exhibit 'D'.

6) Describe any lands purchased or optioned adjacent to the original Development of Regional Impact site subsequent to issuance of the development order. Identify such land, its size, and intended use on a site plan and map.

Note: If a response is to be more than one sentence, attach as Exhibit 'E'.

7) List any substantial local, state, and federal permits which have been obtained, applied for, or denied, during this reporting period. Specify the agency, type of permit, and duty for each.

Note: If a response is to be more than one sentence, attach as Exhibit 'F'.

8) Assess the development's and local government's continuing compliance with any conditions of approval contained in the DRI development order.

Note: Attach as Exhibit 'G'. (See attached form)

9) Provide any information that is specifically required by the Development Order to be included in the annual report.

10) Provide a statement certifying that all persons have been sent copies of the annual report in conformance with Subsections 360.061(4) and (16), F.S.

Person completing the questionnaire: \_\_\_\_\_

Title: \_\_\_\_\_

Representing: \_\_\_\_\_

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 08-10-2010 BY 60324  
THIS DOCUMENT HAS BEEN  
MICROFILMED

BK16065PG0925



STATE OF FLORIDA     )  
                              SS  
COUNTY OF BROWARD    )

I, L. A. HESTER, County Administrator,  
in and for Broward County, Florida, and Ex-Officio Clerk  
of the Board of County Commissioners of said County,  
DO HEREBY CERTIFY that the above and foregoing is a true  
and correct copy of ordinance 88-82

as the same appears of record in the Minutes of a meeting  
of said Board of County Commissioners held on 18th day of  
October, 1988.

IN WITNESS WHEREOF, I have hereunto set  
my hand and official seal this 22nd day of December, 1988.

L. A. HESTER  
COUNTY ADMINISTRATOR

By Phyllis Hester  
Deputy Clerk

( S E A L )

CLERK OF THE BOARD OF COUNTY COMMISSIONERS  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

BK16065PG0926

90268564

NOTICE OF ADOPTION OF DEVELOPMENT ORDER

Pursuant to Section 380.06(15)(f), Florida Statutes, notice is hereby given of the adoption of a development order ("Development Order") pursuant to Chapter 380, Florida Statutes by the City of Hollywood, Florida. A copy of the Development Order is available for examination at the Office of the City Clerk, City of Hollywood, 2600 Hollywood Boulevard, Hollywood, Florida 33022.

The Development Order was enacted by the City of Hollywood, Florida on January 17, 1990. The Development Order constitutes a land development regulation applicable to the property described in Exhibit "A" attached hereto and made a part hereof.

Pursuant to Section 380.06(15)(f), Florida Statutes, recording of this Notice shall not constitute a lien, cloud, or encumbrance on real property, nor actual or constructive notice of any such lien, cloud, or encumbrance.

A development order applicable to the property described in Exhibit "A" was previously enacted by Broward County, Florida on October 18, 1988 and is recorded in Official Records Book 16065, at page 877 of the Public Records of Broward County, Florida. The property described in Exhibit "A" was annexed into the City of Hollywood pursuant to an ordinance adopted by the City of Hollywood, Florida on December 27, 1989. Pursuant to Section 380.06(15)(g), Florida Statutes, the City of Hollywood, Florida enacted the Development Order incorporating all previous rights and obligations specified in the development order enacted by Broward County, Florida on October 18, 1988. The Development Order enacted by the City of Hollywood, Florida is the effective development order for the property described in Exhibit "A" and supercedes the development order enacted by Broward County, Florida on October 18, 1988.

DEVELOPER:

ALANDCO, INC., a Florida corporation

By:

R. MICHAEL NUCKLES  
Southeast Regional  
Development Manager

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared R. MICHAEL NUCKLES, as Southeast Regional Development Manager of ALANDCO, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of JUNE, 1990.

*Kathleen K. Krollis* (SEAL)  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires March 10, 1992  
Bonded Thru TROY Public Insurance Co.

F/19EJE/2  
**RETURN TO**  
→ EDWIN J. STACKER ←  
RUDEN, BARNETT, McGLOSKY, SMITH,  
SCHUSTER & RUSSELL, P.A.  
P.O. BOX 1900  
FT. LAUDERDALE, FL 33302

1990 JUL -3 PM 3:48

BK17557PC0491

2/3

EXHIBIT "A"

ALANDCO PORT 95 COMMERCE PARK

LEGAL DESCRIPTION:

A PORTION OF SECTION 20, TOWNSHIP 30 SOUTH, RANGE 42 EAST, AND A PORTION OF SECTION 29, OF THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 30 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND ALSO BEING A PORTION OF SECTION 30, TOWNSHIP 30 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 20; THENCE NORTH 03°32'19" WEST, ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 20, A DISTANCE OF 44.64 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 84 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 86095-2404, SHEET 3 OF 6 SHEETS; THENCE NORTH 82°29'59" EAST, A DISTANCE OF 1143.12 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 82°29'59" EAST, A DISTANCE OF 229.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5829.65 FEET, A CENTRAL ANGLE OF 03°23'07" AND AN ARC DISTANCE OF 344.44 FEET, THE LAST THREE DESCRIBED COURSES BEING ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 84; THENCE SOUTH 01°34'32" EAST, ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 180.18 FEET; THENCE SOUTH 32°56'54" WEST, A DISTANCE OF 420.07 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF I-595 AS SHOWN ON THE AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; THENCE NORTH 83°30'21" WEST, A DISTANCE OF 50.00 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS POINT "A"; THENCE CONTINUE NORTH 83°30'21" WEST, A DISTANCE OF 102.63 FEET; THENCE NORTH 84°13'41" WEST, A DISTANCE OF 294.64 FEET TO A POINT, SAID POINT BEARING NORTH 06°10'39" EAST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 11367.66 FEET, A CENTRAL ANGLE OF 00°18'13" AND AN ARC DISTANCE OF 61.31 FEET, THE LAST FOUR DESCRIBED COURSES BEING ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF I-595; THENCE NORTH 42°50'02" EAST, ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 32.08 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 320.50 FEET, A CENTRAL ANGLE OF 44°41'09" AND AN ARC DISTANCE OF 405.94 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT "A"; THENCE SOUTH 01°51'24" EAST, A DISTANCE OF 228.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID I-595; THENCE CONTINUE SOUTH 01°51'24" EAST, A DISTANCE OF 6.33 FEET; THENCE SOUTH 06°24'10" EAST, A DISTANCE OF 179.36 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 20; THENCE SOUTH 89°20'02" WEST, ALONG THE SAID NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 44.20 FEET; THENCE SOUTH 02°51'05" EAST, A DISTANCE OF 15.01 FEET; THENCE SOUTH 00°58'17" EAST, A DISTANCE OF 388.12 FEET; THENCE SOUTH 02°43'26" EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE EAST ONE-HALF (E. 1/2)

SHEET 1 OF 4 SHEETS  
84-0217

EXHIBIT "A" TO NOTICE OF ADOPTION  
FOR PORT 95 COMMERCE CENTER  
DEVELOPMENT OF REGIONAL IMPACT

BN 17557PG0492

OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 679.30 FEET; THENCE SOUTH 89°34'05" WEST, ALONG A LINE PARALLEL WITH AND 60.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE NORTH ONE-HALF (N. 1/2) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 40.03 FEET TO A POINT ON THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE SOUTH 02°43'26" EAST, ALONG THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 280.77 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 89°38'51" EAST, ALONG THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 100.09 FEET; THENCE SOUTH 02°43'26" EAST, ALONG A LINE PARALLEL WITH AND 100.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 646.89 FEET; THENCE SOUTH 89°48'27" WEST, ALONG A LINE PARALLEL WITH AND 35.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 100.10 FEET TO A POINT ON THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE SOUTH 02°43'26" EAST, ALONG THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 33.03 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 89°48'27" EAST, ALONG THE SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 965.66 FEET TO THE NORTHWEST CORNER OF THE WEST ONE-HALF (W. 1/2) OF LOT 4, BLOCK 2, OF SAID PLAT OF SECTION 29; THENCE SOUTH 01°29'09" EAST, ALONG THE EAST LINE OF THE SAID WEST ONE-HALF (W. 1/2) OF LOT 4 AND A PORTION OF THE EAST LINE OF THE WEST ONE-HALF (W. 1/2) OF LOT 3, BOTH OF SAID BLOCK 2, A DISTANCE OF 742.81 FEET TO A POINT ON THE TOP OF BANK OF THAT CERTAIN LAKE LYING IN SAID LOTS 3 AND 4, AND ALSO LYING IN LOTS 9 AND 10, BLOCK 1, OF SAID PLAT OF SECTION 29; THENCE SOUTH 54°37'54" WEST, A DISTANCE OF 7.21 FEET; THENCE SOUTH 45°20'04" WEST, A DISTANCE OF 17.63 FEET; THENCE SOUTH 37°47'08" WEST, A DISTANCE OF 18.19 FEET; THENCE SOUTH 31°04'38" EAST, A DISTANCE OF 12.50 FEET; THENCE SOUTH 16°47'42" WEST, A DISTANCE OF 43.97 FEET, THE LAST FIVE (5) COURSES AND DISTANCES BEING ALONG THE MEANDERING WESTERLY TOP OF BANK OF SAID LAKE; THENCE SOUTH 76°44'01" EAST, A DISTANCE OF 24.62 FEET; THENCE SOUTH 88°58'16" EAST, A DISTANCE OF 268.99 FEET, THE LAST TWO (2) COURSES AND DISTANCES BEING ALONG THE MEANDERING SOUTHERLY TOP OF BANK OF SAID LAKE; THENCE NORTH 32°17'02" EAST, A DISTANCE OF 30.90 FEET; THENCE NORTH 54°38'05" EAST, A DISTANCE OF 27.21 FEET; THENCE NORTH 81°38'15" EAST, A DISTANCE OF 44.26 FEET; THENCE NORTH 72°24'51" EAST, A DISTANCE OF 24.06 FEET; THENCE NORTH 64°42'20" EAST, A DISTANCE OF 44.10 FEET TO A POINT, SAID POINT BEING 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 10; THENCE NORTH 88°25'05" EAST, ALONG A LINE PARALLEL WITH AND 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF LOT 10, A DISTANCE OF 577.84 FEET TO A POINT ON THE WEST LINE OF LOT 8, OF SAID BLOCK 1; THENCE NORTH 01°26'55" WEST, ALONG A PORTION OF THE SAID WEST LINE OF LOT 8, A DISTANCE OF 767.08 FEET TO THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 29; THENCE NORTH 88°18'55" EAST, ALONG A PORTION OF THE SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 29, ALSO BEING THE NORTH LINE

BM 17557PG0493

SHEET 2 OF 4 SHEETS  
84-0217

EXHIBIT "A" TO NOTICE OF ADOPTION  
FOR PORT 95 COMMERCE CENTER  
DEVELOPMENT OF REGIONAL IMPACT



OF SAID LOT 8, A DISTANCE OF 329.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 01°27'09" EAST, ALONG THE EAST LINE OF LOT 8, A DISTANCE OF 1335.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 88°30'48" WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 329.03 FEET TO THE NORTHEAST CORNER OF LOT 11, OF SAID BLOCK 1; THENCE SOUTH 01°27'29" EAST, ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 667.14 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 88°36'56" WEST, ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 657.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 88°39'26" WEST, ALONG THE SOUTH LINE OF LOT 2, OF SAID BLOCK 2, A DISTANCE OF 642.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 01°31'23" EAST, ALONG THE WEST LINE OF LOT 1, OF SAID BLOCK 2, A DISTANCE OF 669.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 01°31'31" EAST, ALONG A PORTION OF THE WEST LINE OF LOT 4, BLOCK 3, OF THE SAID PLAT OF SECTION 29, A DISTANCE OF 376.54 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 30; THENCE NORTH 01°41'18" WEST, ALONG A PORTION OF THE SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 707.60 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN 100 FOOT BY 200 FOOT PARCEL AS DESCRIBED IN A DEED RECORDED IN DEED BOOK 546, PAGE 259 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°09'16" EAST, ALONG THE SAID SOUTH LINE OF THAT CERTAIN 100 FOOT BY 200 FOOT PARCEL, A DISTANCE OF 100.01 FEET; THENCE NORTH 01°41'18" WEST, ALONG A PORTION OF THE EAST LINE OF SAID 100 FOOT BY 200 FOOT PARCEL, A DISTANCE OF 50.01 FEET TO A POINT, SAID POINT BEING ON THE SOUTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT AS RECORDED IN DEED BOOK 534, PAGE 64 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°09'16" EAST, ALONG A PORTION OF THE SAID SOUTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT, A DISTANCE OF 138.70 FEET TO A POINT, SAID POINT BEING 40.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30; THENCE SOUTH 88°12'52" EAST, ALONG A LINE PARALLEL WITH 40.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 1137.74 FEET; THENCE NORTH 01°41'18" WEST, ALONG A LINE PARALLEL WITH AND 1374.33 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 30, A DISTANCE OF 494.15 FEET TO A POINT ON A SOUTHERLY LINE OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 11773, PAGE 319 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE NORTH 87°10'50" EAST, A DISTANCE OF 146.03 FEET TO A POINT ON A NORTHERLY LINE OF SAID 100 FOOT CANAL EASEMENT; THENCE NORTH 64°25'31" EAST, A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 24°35'20" AND AN ARC DISTANCE OF 128.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°00'51" EAST, A DISTANCE OF 150.00 FEET, THE LAST THREE (3) COURSES AND DISTANCES BEING ALONG A PORTION OF THE SAID NORTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT; THENCE NORTH 00°59'09" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 58°55'24" EAST, A DISTANCE OF 313.52 FEET TO A POINT, SAID POINT BEING 100.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 29; THENCE NORTH 01°41'35" WEST, ALONG A LINE PARALLEL WITH 100.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SECTION 29, A DISTANCE OF 900.00 FEET; THENCE NORTH 89°34'28" EAST, A DISTANCE OF 100.02 FEET TO THE SOUTHWEST CORNER OF LOT 9, OF SAID BLOCK 2; THENCE NORTH 01°41'35" WEST, ALONG THE WEST LINE

BN 17557 PG 0494

SHEET 3 OF 4 SHEETS  
84-0217

EXHIBIT "A" TO NOTICE OF ADOPTION  
FOR PORT 95 COMMERCE CENTER  
DEVELOPMENT OF REGIONAL IMPACT



OF SAID LOT 9, A DISTANCE OF 878.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 9, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 29, THE LAST NINE (9) COURSES BEING ALONG THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 11773, PAGE 319; THENCE NORTH 89°48'27" EAST, ALONG A PORTION OF THE SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 20, A DISTANCE OF 1153.70 FEET TO A POINT, SAID POINT BEING 133.72 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 02°43'26" WEST, ALONG A LINE PARALLEL WITH 133.72 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 681.27 FEET TO A POINT ON THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 89°38'50" EAST, ALONG THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 0.48 FEET; THENCE NORTH 03°59'55" EAST, A DISTANCE OF 796.52 FEET; THENCE NORTH 02°43'26" WEST, ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 358.16 FEET TO A POINT ON THE SAID NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE SOUTH 89°20'02" WEST, ALONG THE SAID NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 42.39 FEET; THENCE NORTH 02°43'29" WEST, A DISTANCE OF 209.61 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF I-595, SAID POINT BEARING NORTH 07°29'14" EAST FROM THE RADIAL POINT OF THE NEXT HEREIN DESCRIBED CURVE; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 11350.46 FEET, A CENTRAL ANGLE OF 0°09'09" AND AN ARC DISTANCE OF 30.23 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°21'36" EAST, A DISTANCE OF 139.51 FEET TO THE POINT OF BEGINNING, THE LAST TWO (2) COURSES BEING ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF I-595.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 275.053 ACRES MORE OR LESS.

NOTE: THE ABOVE DESCRIPTION AS IT PERTAINS TO THE COURSES ALONG THE TOP OF BANK WAS BASED ON A FIELD LOCATION OF SAID TOP OF BANK DONE BY CRAVEN THOMPSON, INC. ON 16 FEB 1988.

SHEET 4 OF 4 SHEETS  
84-0217

RECORDED IN THE OFFICIAL RECORDS  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

BM17557P60495

EXHIBIT "A" TO NOTICE OF ADOPTION  
FOR PORT 95 COMMERCE CENTER  
DEVELOPMENT OF REGIONAL IMPACT

AFFIDAVIT

STATE OF FLORIDA     )  
                               )  
 COUNTY OF BROWARD    )

BEFORE ME, the undersigned Notary Public, personally appeared JON V. NOLTING, to me well known to be the person who made and subscribed the following Affidavit, who upon being first by me duly sworn under oath, deposes and says as follows:

1. Affiant is a registered land surveyor in the State of Florida under Registration Number 4499 and is employed by Craven Thompson & Associates, Inc. and as such employee has personal knowledge of the matters herein set forth.

2. Affiant has reviewed the Development Order, Ordinance No. 88-82 of the Board of County Commissioners of Broward County, Florida, which Development Order is recorded at Official Records Book 16065 at Page 877 of the Public Records of Broward County, Florida.

3. Affiant is personally familiar with the legal description of the real property ("Subject Property") which is the subject of the above-referenced Development Order and Affiant has conducted a physical survey of said property.

4. Affiant has determined that a scrivener's error was made in the legal description of the Subject Property attached as Exhibit "A" to the above-referenced Development Order on page 2 of 4 at line 27 the distance "956.66" feet should have been "965.66" feet.

5. Attached hereto as Exhibit A is the correct legal description for the Subject Property.

FURTHER AFFIANT SAYETH NAUGHT.

Craven Thompson & Associates, Inc.

THIS LETTER AND/OR AFFIDAVIT IS NOT VALID  
 UNLESS IT BEARS AN ORIGINAL SIGNATURE  
 AND AN EMBOSSED SURVEYOR SEAL

JON V. NOLTING  
 REGISTERED LAND SURVEYOR NO. 4499  
 STATE OF FLORIDA

SWORE TO, and subscribed before me this 16th day of  
 July, 1990.

*Patricia D. Joyce*  
 Notary Public

My Commission Expires: *mar* 23, 1994

RETURN TO:  
 RUDEN, BARNETT, McCLOSKEY, SMITH  
 SCHUSTER & RUSSELL, P.A.  
 POST OFFICE BOX 1900  
 FORT LAUDERDALE, FLORIDA 33302

SARAH STEWART  
 LEGAL ASSISTANT

90 JUL 18 PM 3:36

BM17599P60035

2/3

# EXHIBIT "A"

ALANDCO PORT 93 COMMERCE PARK

## LEGAL DESCRIPTION:

A PORTION OF SECTION 20, TOWNSHIP 30 SOUTH, RANGE 42 EAST, AND A PORTION OF SECTION 29, OF THE FLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 30 SOUTH, RANGE 42 EAST, ACCORDING TO THE FLAT THEREOF, AS RECORDED IN FLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND ALSO BEING A PORTION OF SECTION 30, TOWNSHIP 30 SOUTH, RANGE 42 EAST, ACCORDING TO THE FLAT THEREOF, AS RECORDED IN FLAT BOOK 14, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 20; THENCE NORTH 03°32'19" WEST, ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 20, A DISTANCE OF 44.64 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 84 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 86095-2404, SHEET 3 OF 6 SHEETS; THENCE NORTH 82°29'59" EAST, A DISTANCE OF 1149.12 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 82°29'59" EAST, A DISTANCE OF 229.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5829.63 FEET, A CENTRAL ANGLE OF 03°23'07" AND AN ARC DISTANCE OF 344.44 FEET, THE LAST THREE DESCRIBED COURSES BEING ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 84; THENCE SOUTH 01°54'32" EAST, ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 180.18 FEET; THENCE SOUTH 32°56'54" WEST, A DISTANCE OF 420.07 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF I-395 AS SHOWN ON THE AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; THENCE NORTH 83°30'21" WEST, A DISTANCE OF 50.00 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS POINT "A"; THENCE CONTINUE NORTH 83°30'21" WEST, A DISTANCE OF 102.63 FEET; THENCE NORTH 84°13'41" WEST, A DISTANCE OF 294.64 FEET TO A POINT, SAID POINT BEARING NORTH 06°10'39" EAST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 11367.66 FEET, A CENTRAL ANGLE OF 00°18'13" AND AN ARC DISTANCE OF 61.31 FEET, THE LAST FOUR DESCRIBED COURSES BEING ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF I-395; THENCE NORTH 42°50'02" EAST, ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 32.08 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 520.50 FEET, A CENTRAL ANGLE OF 44°41'09" AND AN ARC DISTANCE OF 405.94 FEET TO THE POINT OF BEGINNING.

## TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT "A"; THENCE SOUTH 01°51'24" EAST, A DISTANCE OF 128.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID I-395; THENCE CONTINUE SOUTH 01°51'24" EAST, A DISTANCE OF 6.33 FEET; THENCE SOUTH 06°24'10" EAST, A DISTANCE OF 179.38 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 20; THENCE SOUTH 89°20'02" WEST, ALONG THE SAID NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 44.20 FEET; THENCE SOUTH 02°31'03" EAST, A DISTANCE OF 15.01 FEET; THENCE SOUTH 00°58'17" EAST, A DISTANCE OF 388.12 FEET; THENCE SOUTH 02°43'26" EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE EAST ONE-HALF (E. 1/2)

MEMO: Legality of setting  
this document as a legal record

BK 1759960036

OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 679.30 FEET; THENCE SOUTH 89°34'03" WEST, ALONG A LINE PARALLEL WITH AND 60.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE NORTH ONE-HALF (N. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 40.03 FEET TO A POINT ON THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE SOUTH 02°43'26" EAST, ALONG THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 280.77 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 89°38'51" EAST, ALONG THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 100.09 FEET; THENCE SOUTH 02°43'26" EAST, ALONG A LINE PARALLEL WITH AND 100.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 646.89 FEET; THENCE SOUTH 89°48'27" WEST, ALONG A LINE PARALLEL WITH AND 35.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 100.10 FEET TO A POINT ON THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE SOUTH 02°43'26" EAST, ALONG THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 35.03 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 89°48'27" EAST, ALONG THE SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 965.66 FEET TO THE NORTHWEST CORNER OF THE WEST ONE-HALF (W. 1/2) OF LOT 4, BLOCK 2, OF SAID PLAT OF SECTION 29; THENCE SOUTH 01°29'09" EAST, ALONG THE EAST LINE OF THE SAID WEST ONE-HALF (W. 1/2) OF LOT 4 AND A PORTION OF THE EAST LINE OF THE WEST ONE-HALF (W. 1/2) OF LOT 3, BOTH OF SAID BLOCK 2, A DISTANCE OF 742.81 FEET TO A POINT ON THE TOP OF BANK OF THAT CERTAIN LAKE LYING IN SAID LOTS 3 AND 4, AND ALSO LYING IN LOTS 9 AND 10, BLOCK 1, OF SAID PLAT OF SECTION 29; THENCE SOUTH 54°37'54" WEST, A DISTANCE OF 7.21 FEET; THENCE SOUTH 45°20'04" WEST, A DISTANCE OF 17.63 FEET; THENCE SOUTH 37°47'08" WEST, A DISTANCE OF 18.19 FEET; THENCE SOUTH 31°04'38" EAST, A DISTANCE OF 12.50 FEET; THENCE SOUTH 16°47'42" WEST, A DISTANCE OF 43.97 FEET, THE LAST FIVE (5) COURSES AND DISTANCES BEING ALONG THE MEANDERING WESTERLY TOP OF BANK OF SAID LAKE; THENCE SOUTH 76°44'01" EAST, A DISTANCE OF 24.62 FEET; THENCE SOUTH 88°33'16" EAST, A DISTANCE OF 268.99 FEET, THE LAST TWO (2) COURSES AND DISTANCES BEING ALONG THE MEANDERING SOUTHERLY TOP OF BANK OF SAID LAKE; THENCE NORTH 32°17'02" EAST, A DISTANCE OF 30.90 FEET; THENCE NORTH 54°38'05" EAST, A DISTANCE OF 27.21 FEET; THENCE NORTH 81°38'15" EAST, A DISTANCE OF 44.26 FEET; THENCE NORTH 72°24'51" EAST, A DISTANCE OF 24.06 FEET; THENCE NORTH 64°42'20" EAST, A DISTANCE OF 44.10 FEET TO A POINT, SAID POINT BEING 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 10; THENCE NORTH 88°23'05" EAST, ALONG A LINE PARALLEL WITH AND 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF LOT 10, A DISTANCE OF 577.84 FEET TO A POINT ON THE WEST LINE OF LOT 8, OF SAID BLOCK 1; THENCE NORTH 01°26'55" WEST, ALONG A PORTION OF THE SAID WEST LINE OF LOT 8, A DISTANCE OF 767.08 FEET TO THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 29; THENCE NORTH 88°18'55" EAST, ALONG A PORTION OF THE SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 29, ALSO BEING THE NORTH LINE



OF SAID LOT 8, A DISTANCE OF 329.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 01°27'09" EAST, ALONG THE EAST LINE OF LOT 8, A DISTANCE OF 1335.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 88°30'48" WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 329.03 FEET TO THE NORTHEAST CORNER OF LOT 11, OF SAID BLOCK 1; THENCE SOUTH 01°27'29" EAST, ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 667.14 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 88°36'36" WEST, ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 657.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 88°59'26" WEST, ALONG THE SOUTH LINE OF LOT 2, OF SAID BLOCK 2, A DISTANCE OF 642.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 01°31'23" EAST, ALONG THE WEST LINE OF LOT 1, OF SAID BLOCK 2, A DISTANCE OF 669.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 01°31'31" EAST, ALONG A PORTION OF THE WEST LINE OF LOT 4, BLOCK 3, OF THE SAID PLAT OF SECTION 29, A DISTANCE OF 574.34 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 30; THENCE NORTH 01°41'18" WEST, ALONG A PORTION OF THE SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 707.60 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN 100 FOOT BY 200 FOOT PARCEL AS DESCRIBED IN A DEED RECORDED IN DEED BOOK 346, PAGE 259 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°09'16" EAST, ALONG THE SAID SOUTH LINE OF THAT CERTAIN 100 FOOT BY 200 FOOT PARCEL, A DISTANCE OF 100.01 FEET; THENCE NORTH 01°41'18" WEST, ALONG A PORTION OF THE EAST LINE OF SAID 100 FOOT BY 200 FOOT PARCEL, A DISTANCE OF 50.01 FEET TO A POINT, SAID POINT BEING ON THE SOUTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT AS RECORDED IN DEED BOOK 334, PAGE 64 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°09'16" EAST, ALONG A PORTION OF THE SAID SOUTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT, A DISTANCE OF 138.70 FEET TO A POINT, SAID POINT BEING 40.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30; THENCE SOUTH 88°12'52" EAST, ALONG A LINE PARALLEL WITH 40.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 1137.74 FEET; THENCE NORTH 01°41'18" WEST, ALONG A LINE PARALLEL WITH AND 1374.33 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 30, A DISTANCE OF 494.13 FEET TO A POINT ON A SOUTHERLY LINE OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 11773, PAGE 319 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE NORTH 87°10'30" EAST, A DISTANCE OF 146.05 FEET TO A POINT ON A NORTHERLY LINE OF SAID 100 FOOT CANAL EASEMENT; THENCE NORTH 64°25'31" EAST, A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 24°35'20" AND AN ARC DISTANCE OF 128.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°00'51" EAST, A DISTANCE OF 150.00 FEET, THE LAST THREE (3) COURSES AND DISTANCES BEING ALONG A PORTION OF THE SAID NORTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT; THENCE NORTH 00°59'09" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 58°55'24" EAST, A DISTANCE OF 513.52 FEET TO A POINT, SAID POINT BEING 100.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 29; THENCE NORTH 01°41'35" WEST, ALONG A LINE PARALLEL WITH 100.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SECTION 29, A DISTANCE OF 900.00 FEET; THENCE NORTH 89°34'28" EAST, A DISTANCE OF 100.02 FEET TO THE SOUTHWEST CORNER OF LOT 9, OF SAID BLOCK 2; THENCE NORTH 01°41'35" WEST, ALONG THE WEST LINE

SHEET 3 OF 4 SHEETS  
84-0217

MEMO: Legibility of writing:  
typing or printing unsatisfactory in  
this document when microfilmed

BK 1759960038

OF SAID LOT 9, A DISTANCE OF 878.08 FEET TO THE NORTHWEST CORNER OF SAID LOT 9, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 20, THE LAST NINE (9) COURSES BEING ALONG THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 11773, PAGE 319; THENCE NORTH 89°48'27" EAST, ALONG A PORTION OF THE SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 20, A DISTANCE OF 1153.70 FEET TO A POINT, SAID POINT BEING 133.72 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 01°43'26" WEST, ALONG A LINE PARALLEL WITH 133.72 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 681.27 FEET TO A POINT ON THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 89°39'30" EAST, ALONG THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 0.48 FEET; THENCE NORTH 03°39'55" EAST, A DISTANCE OF 796.32 FEET; THENCE NORTH 02°43'26" WEST, ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 368.16 FEET TO A POINT ON THE SAID NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE SOUTH 89°20'02" WEST, ALONG THE SAID NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 42.39 FEET; THENCE NORTH 02°43'29" WEST, A DISTANCE OF 209.61 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF I-595, SAID POINT BEARING NORTH 07°29'14" EAST FROM THE RADIUS POINT OF THE NEXT HEREIN DESCRIBED CURVE; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 11350.66 FEET, A CENTRAL ANGLE OF 0°09'09" AND AN ARC DISTANCE OF 30.23 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°21'36" EAST, A DISTANCE OF 139.31 FEET TO THE POINT OF BEGINNING, THE LAST TWO (2) COURSES BEING ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF I-595.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 275.053 ACRES MORE OR LESS.

NOTE: THE ABOVE DESCRIPTION AS IT PERTAINS TO THE COURSES ALONG THE TOP OF BANK WAS BASED ON A FIELD LOCATION OF SAID TOP OF BANK DONE BY CRAVEN THOMPSON, INC. ON 16 FEB 1988.

SHEET 4 OF 4 SHEETS  
84-0217

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

BK 1759960039



Return to:  
John H. Pelzer, Esq. ←  
Ruden, Barnett, McClosky, Smith,  
Schuster & Russell, P.A.  
P.O. Box 1900  
Ft. Lauderdale, FL 33302

89258902

DECLARATION OF RESTRICTIVE COVENANTS  
RUNNING WITH THE LAND  
IN FAVOR OF THE BROWARD COUNTY PROPERTY APPRAISER  
AND BROWARD COUNTY, FLORIDA,  
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

This Declaration of Restrictive Covenants running with the land is hereby made and entered this \_\_\_\_ day of March, 1989, by Alandco, Inc., a wholly-owned subsidiary of F.P.& L. Group (Alandco), in favor of the Broward County Property Appraiser and Broward County, Florida.

W I T N E S S E T H:

WHEREAS, Alandco, Broward County and the Broward County Property Appraiser have reached an agreement for settlement regarding the assessment for real property taxes for the year 1988 on certain property owned by Alandco, and described under parcel identification numbers 0220-00-034, 0229-01-095 and 0239-00-020; and

WHEREAS, the property is legally defined in Attachment 1 to this Declaration of Restrictive Covenants; and

WHEREAS, as part of the consideration for reaching a settlement regarding those taxes, Alandco has agreed for itself and its successors and assigns not to request any further classification of the lands identified in Exhibit 1 hereto for agricultural purposes under Section 193.461, Florida Statutes in 1989 or any subsequent years.

NOW, THEREFORE, Alandco does hereby file this Declaration of Restrictive Covenants running with the lands described in Exhibit 1 hereto which shall be binding upon Alandco and its successors and assigns in title and interest as follows:

1. The representations set forth above are incorporated by reference and are true and correct.

2. Alandco and its successors in interest in the lands identified in Exhibit 1 hereto shall not apply for or request and classification of the lands for agricultural purposes under Section 193.461, Florida Statutes commencing as of January 1, 1989 and in future years thereafter.

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3. Alandco shall record this Declaration of Restrictive Covenants in the Official Records of Broward County, Florida.

IN WITNESS WHEREOF, Alandco has signed and affixed its seal hereto on the date as written above.

ALANDCO, INC.

By: James E. Hertz  
President

ATTESTED TO:

By: G. P. Well  
Asst. Secretary

Witnesses:

Constance Borch  
Margaret Borch

STATE OF FLORIDA  
COUNTY OF Palm Beach SS:

The foregoing instrument was acknowledged before me on this 7 day of JUNE, 1949, by JAMES E. HERTZ, as President of Alandco, Inc.

Charles H. Bunker  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COM. EXPIRES: \_\_\_\_\_  
REVISED BY: \_\_\_\_\_

OK 6553 PG. 529

DESCRIPTION:

A PORTION OF SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AND A PORTION OF SECTION 29, OF THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND ALSO BEING A PORTION OF SECTION 30, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 20; THENCE NORTH 89°48'27" EAST, ALONG THE SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 965.66 FEET TO THE NORTHWEST CORNER OF THE WEST ONE-HALF (W. 1/2) OF LOT 4, BLOCK 2, OF SAID PLAT OF SECTION 29; THENCE SOUTH 01°29'09" EAST, ALONG THE EAST LINE OF THE SAID WEST ONE-HALF (W. 1/2) OF LOT 4 AND A PORTION OF THE EAST LINE OF THE WEST ONE-HALF (W. 1/2) OF LOT 3, BOTH OF SAID BLOCK 2, A DISTANCE OF 742.81 FEET TO A POINT ON THE TOP OF BANK OF THAT CERTAIN LAKE LYING IN SAID LOTS 3 AND 4, AND ALSO LYING IN LOTS 9 AND 10, BLOCK 1, OF SAID PLAT OF SECTION 29; THENCE SOUTH 54°37'54" WEST, A DISTANCE OF 7.21 FEET; THENCE SOUTH 45°20'04" WEST, A DISTANCE OF 17.63 FEET; THENCE SOUTH 37°47'08" WEST, A DISTANCE OF 18.19 FEET; THENCE SOUTH 31°04'38" EAST, A DISTANCE OF 12.50 FEET; THENCE SOUTH 16°47'42" WEST A DISTANCE OF 43.97 FEET, THE LAST FIVE (5) COURSES AND DISTANCES BEING ALONG THE MEANDERING WESTERLY TOP OF BANK OF SAID LAKE; THENCE SOUTH 76°44'11" EAST, A DISTANCE OF 24.62 FEET; THENCE SOUTH 88°58'16" EAST, A DISTANCE OF 268.99 FEET, THE LAST TWO (2) COURSES AND DISTANCES BEING ALONG THE MEANDERING SOUTHERLY TOP OF BANK OF SAID LAKE; THENCE NORTH 32°17'02" EAST, A DISTANCE OF 30.90 FEET; THENCE NORTH 54°38'05" EAST, A DISTANCE OF 27.21 FEET; THENCE NORTH 81°38'15" EAST, A DISTANCE OF 44.26 FEET; THENCE NORTH 72°24'51" EAST, A DISTANCE OF 24.06 FEET; THENCE NORTH 64°42'20" EAST, A DISTANCE OF 44.10 FEET TO A POINT, SAID POINT BEING 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 10; THENCE NORTH 88°25'05" EAST, ALONG A LINE PARALLEL WITH AND 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF LOT 10, A DISTANCE OF 577.84 FEET TO A POINT ON THE WEST LINE OF LOT 8, OF SAID BLOCK 1; THENCE NORTH 01°26'55" WEST, ALONG A PORTION OF THE SAID WEST LINE OF LOT 8, A DISTANCE OF 767.08 FEET TO THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 29; THENCE NORTH 88°18'55" EAST, ALONG A PORTION OF THE SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 29, ALSO BEING THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 329.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 01°27'09" EAST, ALONG THE EAST LINE OF LOT 8, A DISTANCE OF 1335.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 88°30'48" WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 329.03 FEET TO THE NORTHEAST CORNER OF LOT 11, OF SAID BLOCK 1; THENCE SOUTH 01°27'29" EAST, ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 667.14 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 88°36'56" WEST, ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 657.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 88°59'26" WEST, ALONG THE SOUTH LINE OF LOT 2, OF SAID BLOCK 2, A DISTANCE OF 642.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 01°31'25" EAST, ALONG THE WEST LINE OF LOT 1, OF SAID BLOCK 2, A DISTANCE OF 669.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 01°31'31" EAST, ALONG A PORTION OF THE WEST LINE OF LOT 4, BLOCK 3, OF THE SAID PLAT OF SECTION 29, A DISTANCE OF 576.54 FEET TO THE NORTH

BM 1658300 530

SHEET 1 OF 5 SHEETS  
84-0217  
COG09 D28-TAX  
17 MAY 89

EXHIBIT 1



MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 30; THENCE NORTH 01°41'18" WEST, ALONG A PORTION OF THE SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 707.60 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN 100 FOOT BY 200 FOOT PARCEL AS DESCRIBED IN A DEED RECORDED IN DEED BOOK 546, PAGE 259 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°09'16" EAST, ALONG THE SAID SOUTH LINE OF THAT CERTAIN 100 FOOT BY 200 FOOT PARCEL, A DISTANCE OF 100.01 FEET; THENCE NORTH 01°41'18" WEST, ALONG A PORTION OF THE EAST LINE OF SAID 100 FOOT BY 200 FOOT PARCEL, A DISTANCE OF 50.01 FEET TO A POINT, SAID POINT BEING ON THE SOUTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT AS RECORDED IN DEED BOOK 534, PAGE 64 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°09'16" EAST, ALONG A PORTION OF THE SAID SOUTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT, A DISTANCE OF 138.70 FEET TO A POINT, SAID POINT BEING 40.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30; THENCE SOUTH 86°12'52" EAST, ALONG A LINE PARALLEL WITH 40.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 1137.74 FEET; THENCE NORTH 01°41'18" WEST, ALONG A LINE PARALLEL WITH AND 1334.33 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 30, A DISTANCE OF 494.15 FEET TO A POINT ON A SOUTHERLY LINE OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 11773, PAGE 319 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, THENCE NORTH 87°10'50" EAST, A DISTANCE OF 146.05 FEET TO A POINT ON A NORTHERLY LINE OF SAID 100 FOOT CANAL EASEMENT; THENCE NORTH 64°25'31" EAST, A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 24°35'20" AND AN ARC DISTANCE OF 128.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°00'51" EAST, A DISTANCE OF 150.00 FEET, THE LAST THREE (3) COURSES AND DISTANCES BEING ALONG A PORTION OF THE SAID NORTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT; THENCE NORTH 00°59'09" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 58°55'51" EAST, A DISTANCE OF 513.52 FEET TO A POINT, SAID POINT BEING 100.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 29; THENCE NORTH 01°41'35" WEST, ALONG A LINE PARALLEL WITH 100.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SECTION 29, A DISTANCE OF 900.00 FEET; THENCE NORTH 89°34'28" EAST, A DISTANCE OF 100.02 FEET TO THE SOUTHWEST CORNER OF LOT 9, OF SAID BLOCK 2; THENCE NORTH 01°41'35" WEST, ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 678.23 FEET TO THE NORTHWEST CORNER OF SAID LOT 9, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 29, THE LAST NINE (9) COURSES BEING ALONG THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 11773, PAGE 319; THENCE NORTH 89°48'27" EAST, ALONG A PORTION OF THE SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 20, A DISTANCE OF 1153.70 FEET TO A POINT, SAID POINT BEING 133.72 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 02°43'26" WEST, ALONG A LINE PARALLEL WITH 133.72 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 681.27 FEET TO A POINT ON THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 89°38'50" EAST, ALONG THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 233.92

BN 65B3PG 531

FEET: THENCE SOUTH 02°43'26" EAST, ALONG A LINE PARALLEL WITH 100.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E.1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 646.89 FEET; THENCE SOUTH 89°48'27" WEST, ALONG A LINE PARALLEL WITH 35.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 100.10 FEET TO A POINT ON THE WEST LINE OF THE EAST ONE-HALF (E.1/2) OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE SOUTH 02°43'26" EAST, ALONG THE SAID WEST LINE OF THE EAST ONE-HALF (E.1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 35.03 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 265.322 ACRES MORE OR LESS.

NOTE: THE ABOVE DESCRIPTION AS IT PERTAINS TO THE COURSES ALONG THE TOP OF BANK WAS BASED ON A FIELD LOCATION OF SAID TOP OF BANK DONE BY CRAVEN THOMPSON, INC. ON 16 FEB 1986.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21NN-6.006(1), 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, AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN-THOMPSON & ASSOCIATES, INC.

*Jon V. Nolting*  
JON V. NOLTING  
REGISTERED LAND SURVEYOR NO. 4499  
STATE OF FLORIDA

SHEET 3 OF 5 SHEETS  
84-0217  
COG09 D28-TAX  
17 MAY 89

811 5503PC 532





# CRAVEN · THOMPSON & ASSOCIATES INC.

ENGINEERS PLANNERS SURVEYORS

5901 NW 31 AVENUE · FORT LAUDERDALE · FLORIDA 33309 · (305) 971-7770  
OFFICES FORT LAUDERDALE, WEST PALM BEACH

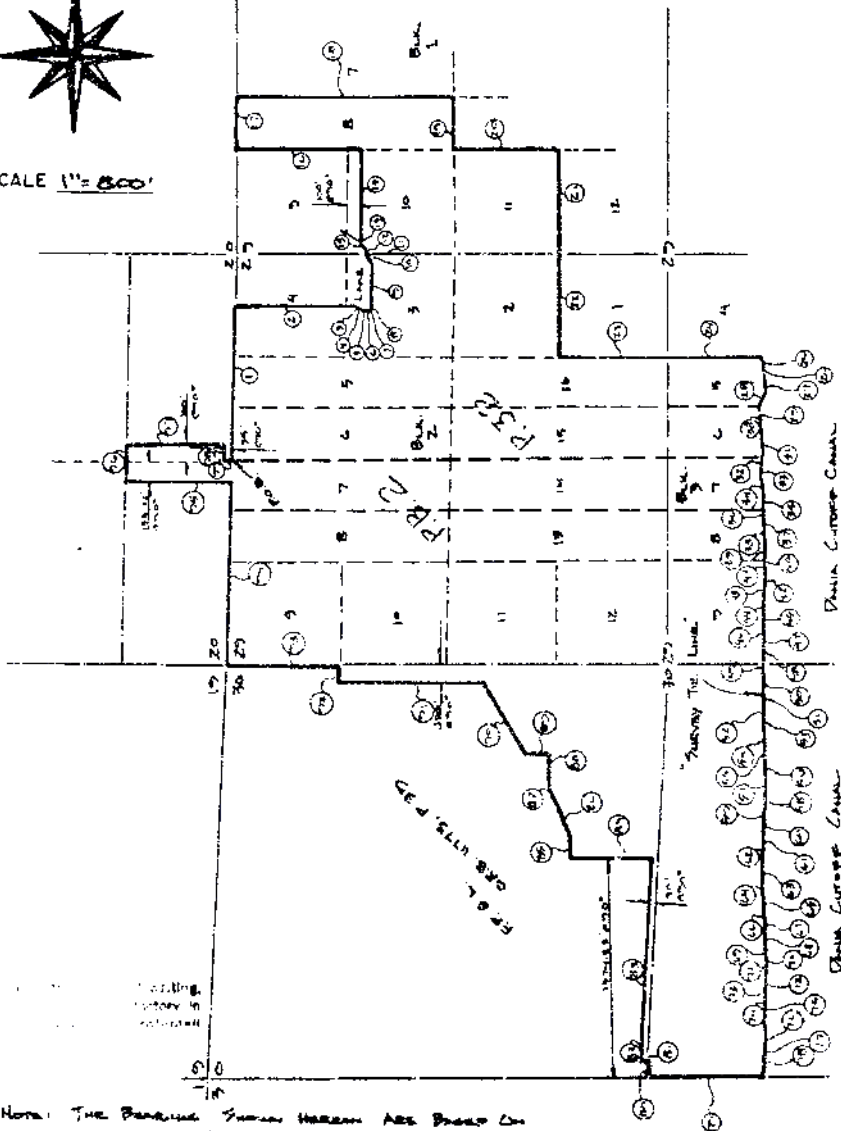
FOR: CASCADE

## NOTE

THIS IS NOT A SKETCH OF SURVEY, BUT WITH A GRAPHIC REPRESENTATION OF THE INFORMATION SHOWN THEREON. THERE HAS BEEN NO FIELD WORK, MEASURING OF THE SUBJECT PROPERTY, OR MEASUREMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.



SCALE 1" = 800'



NOTE: THE "TRAIL TO LINE" SURVEY HEREON IS A TRANSFER OF THE "TRAIL TO LINE" SURVEY FROM THE "TRAIL TO LINE" SURVEY.

NOTE: THE BEARING SURVEY HEREON WAS DONE ON F.D.O.T. R/W SECTION 80074-2404, SHEET 3 OF 6.

DATED: 17 May 87

SHEET 4 OF 5 SHEETS  
TURN TO ACCOMPANY DESCRIPTION

UPDATES and/or REVISIONS	DATE	BY	CHK'D

NOTE: The undersigned and CRAVEN · THOMPSON & ASSOCIATES, INC. make no representations or warranties as to the information reflected herein pertaining to easements, rights-of-way, set back lines, restrictions, encroachments and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and reflected by others through appropriate title verification.

NOTE: Lands shown herein were not constructed for right-of-way and/or easements of record.

JOB NO 84-1727 DRAWN BY JVL CHECKED BY SME CODE 238-TAM FILE NO



# Craven-Thompson & Associates Inc.

ENGINEERS PLANNERS SURVEYORS

5901 NW 31 AVENUE FORT LAUDERDALE, FLORIDA 33309 (305) 971-7770  
OFFICES FORT LAUDERDALE, WEST PALM BEACH

FOR: CRANE



SCALE: N.T.S.

1. N 89°48'27" E,	965.66'
2. S 01°29'09" E,	742.81'
3. S 54°37'54" W,	7.21'
4. S 45°20'04" W,	17.63'
5. S 37°47'08" W,	18.19'
6. S 31°04'38" E,	12.50'
7. S 16°47'42" W,	43.97'
8. S 76°44'11" E,	24.62'
9. S 88°58'16" E,	268.99'
10. N 32°17'02" E,	30.90'
11. N 54°38'05" E,	27.21'
12. N 81°38'15" E,	44.26'
13. N 72°24'51" E,	24.06'
14. N 64°42'20" E,	44.10'
15. N 88°25'05" E,	577.84'
16. N 01°26'55" W,	767.08'
17. N 88°18'55" E,	329.14'
18. S 01°27'09" E,	1335.34'
19. S 86°30'49" W,	329.03'
20. S 01°27'29" E,	667.14'
21. S 88°36'56" W,	657.97'
22. S 86°59'26" W,	642.02'
23. S 01°31'25" E,	669.03'
24. S 01°31'31" E,	576.54'
25. S 82°28'37" W,	75.07'
26. S 84°55'18" W,	91.77'
27. S 83°44'49" W,	53.62'
28. N 67°36'33" W,	72.88'
29. S 88°24'15" W,	120.71'
30. S 80°04'14" W,	59.40'
31. S 83°53'18" W,	71.67'
32. S 89°55'04" W,	73.79'
33. N 86°08'58" W,	65.06'
34. S 87°00'49" W,	102.15'
35. S 85°55'41" W,	109.07'
36. S 86°13'34" W,	96.42'
37. S 89°02'34" W,	67.59'
38. S 84°00'50" W,	67.49'
39. N 88°53'12" W,	40.04'
40. S 87°17'53" W,	41.24'
41. S 87°02'32" W,	79.89'
42. S 87°57'54" W,	69.53'
43. S 89°06'13" W,	82.97'
44. N 88°08'31" W,	131.76'

## NOTE

THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC REPRESENTATION OF THE DESCRIPTION SHOWN HEREIN. THERE HAS BEEN NO FIELD WORK, MEASURING OF THE SUBJECT PROPERTY, OR MEASUREMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREIN.

45. S 87°09'06" W,	113.74'
46. S 89°39'26" W,	108.64'
47. N 89°25'34" W,	84.35'
48. S 89°01'11" W,	115.75'
49. S 86°54'09" W,	54.72'
50. S 88°39'52" W,	68.21'
51. S 88°39'06" W,	106.58'
52. S 85°02'37" W,	110.22'
53. N 89°41'09" W,	78.40'
54. S 87°45'45" W,	75.22'
55. S 85°42'09" W,	96.48'
56. S 87°03'47" W,	86.09'
57. S 87°44'19" W,	69.80'
58. S 89°20'13" W,	85.81'
59. N 37°27'16" W,	79.57'
60. S 88°48'21" W,	91.89'
61. S 89°20'39" W,	110.76'
62. S 89°51'10" W,	106.98'
63. S 89°12'06" W,	110.17'
64. S 81°58'56" W,	76.45'
65. S 87°51'16" W,	73.48'
66. S 87°26'21" W,	65.76'
67. N 89°22'16" W,	88.20'
68. S 89°14'51" W,	89.25'
69. S 85°08'53" W,	113.65'
70. S 86°38'20" W,	102.44'
71. N 85°39'32" W,	99.11'
72. S 05°46'24" W,	72.91'
73. S 82°37'47" W,	71.30'
74. S 67°48'34" W,	64.75'
75. N 88°30'07" W,	52.05'
76. N 89°20'16" W,	56.94'
77. N 79°38'20" W,	59.96'
78. N 88°02'10" W,	65.58'
79. N 01°41'18" W,	707.60'
80. N 89°09'16" E,	100.01'
81. N 01°41'18" W,	50.01'
82. N 89°09'16" E,	138.70'
83. S 88°12'52" E,	1137.74'
84. N 01°41'18" W,	494.15'
85. N 87°10'50" E,	146.05'
86. N 64°25'31" E,	250.00'
87. R=300.00'	
Δ=24°35'20"	
Δ=128.75	
88. N 89°00'51" E,	150.00'
89. N 00°59'09" W,	150.00'
90. N 58°55'51" E,	513.52'
91. N 01°41'35" W,	900.00'
92. N 89°34'28" E,	100.02'
93. N 01°41'35" W,	678.23'
94. N 89°48'27" E,	1153.70'
95. N 02°43'26" W,	681.27'
96. N 89°38'51" E,	233.92'
97. S 02°43'26" E,	646.89'
98. S 89°48'27" W,	100.10'
99. S 02°43'26" E,	35.03'

NOTE: THE BEARINGS SHOWN HEREON ARE BASED ON  
F.L.D.D. R/W SECTION BEARINGS-2404  
SHEET 3 OF 6.

DATE: 6/6/90 534

DATED: 17 May 89

THREE 9 OF 9 SHEETS  
SYSTEM TO ACCOMPANY DESCRIPTION

UPDATES and/or REVISIONS	DATE	BY	CKD
RECORDS IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY			
L. A. HESER			
COUNTY ADMINISTRATOR			

NOTE: The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representation or guarantee as to the information reflected herein pertaining to easements, rights-of-way, set back lines, restrictions, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE: Lands shown hereon were not abstracted for right-of-way and/or easement of record.

JOB NO. 84-0217 DRAWN BY: JFM CHECKED BY: JAF COOR: FILE NO:

89302702

DOCUMENT PREPARED BY:

Robert H. Blank, Esq.  
PEEPLES, EARL & BLANK, P.A.  
One Biscayne Tower, Suite 3636  
Two South Biscayne Boulevard  
Miami, Florida 33131

MEMORANDUM OF DEVELOPMENT AGREEMENT  
AND AGREEMENT ESTABLISHING OPTION  
RIGHTS AND RESTRICTIONS ON DEVELOPMENT

This Memorandum of Development Agreement and Agreement Establishing Option Rights and Restrictions on Development is made as of this 27<sup>th</sup> day of July, 1989 by and between

ALANDCO INC., a Florida  
corporation ("Developer")

and

TCW LAND FUND I HOLDING COMPANY,  
a California corporation ("TCW"),

with reference to the following Recitals:

RECITALS

A. Developer owns that certain real property located in the County of Broward, State of Florida and more particularly described in Exhibit A attached hereto and incorporated herein ("Alandco Tract").

B. TCW owns that certain real property located in the County of Broward, State of Florida, and more particularly described in Exhibit B attached hereto and incorporated herein ("TCW Tract").

C. The Alandco Tract and TCW Tract comprise approximately 275 acres in Broward County, Florida known as the Port 95 Commerce Park ("Port 95 Commerce Park").

D. Port 95 Commerce Park is subject to that certain Alandco - Broward County Property DRI consolidated Application for Development Approval ("ADA") as amended, and Broward County Commissioners of Broward County, Florida Ordinance No. 88-82, enacted October 18, 1988 comprising a development order (the "Development Order") adopted pursuant to the ADA.

E. Pursuant to that certain Development Agreement and Agreement Establishing Option Rights and Restrictions on Development of even date herewith (the "Development Agreement"), Developer and TCW have agreed to certain land use allocations for the TCW and Alandco Tracts, defined their respective rights,

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responsibilities and obligations with regard to future development activities and compliance with the Development Order, agreed to certain purchase option rights with regard to the TCW Tract and Alandco Tract and further agreed to restrictions on development of the TCW Tract.

F. Developer and TCW desire to provide notice to third parties that the TCW Tract and Alandco Tract are subject to the terms, provisions and conditions of the Development Agreement.

G. All initially capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Development Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and TCW hereby agree as follows:

1. Land Use Allocation. The land use allocations for the TCW Tract and for the Alandco Tract (each of which may generally be referred to as "Tract") assigned as square feet, gross floor area ("SF") under subsection 4.01C of the Development Order are as follows:

Type	Total Available	TCW Tract	Alandco Tract
Retail/Commercial	100,000 S.F.	None	100,000 S.F.
Office	660,000 S.F.	297,000 S.F.	363,000 S.F.
Industrial	2,640,000 S.F.	1,188,000 S.F.	1,452,000 S.F.

Each party hereby covenants with the other that its Tract shall not be developed, subdivided, or used in any way which will violate said allocations. Subject to the provisions hereof, each party shall have the right to further allocate its share of the foregoing square footage among the various portions of its Tract through replatting or the recording of appropriate instruments with respect to all or any portion of its Tract. Any amendment of the foregoing allocation shall only be pursuant to governmental approval and agreement of the owner(s) of the lands affected by such amendment, provided however, no such amendment shall be applied for or entered into by either party hereto except in compliance with the provisions of Paragraph I(B) of the Development Agreement.

2. Declaration of Covenants, Restriction and Easements for Port 95 Commerce Park (the "Declaration"). Upon execution and recording of the Declaration, the applicability of certain provisions thereof to, and Declarant's (the parties contemplate that the Declaration will be executed and recorded by Developer as the Declarant thereunder and TCW as owner of the TCW Tract) and the Port 95 Commerce Park Association Inc.'s (the "Association") rights thereunder as to the TCW Tract shall be limited as follows:



a. Neither Declarant nor the Association shall have any right to designate, add to, eliminate, or otherwise alter any easements, common areas or other facilities situated on the TCW Tract without TCW's written consent or joinder, which consent or joinder may not be unreasonably withheld.

b. Neither Declarant nor the Association shall further subdivide, encumber, restrict the use of, replat, or in any other way affect title to any portion of the TCW Tract without TCW's written consent or joinder. TCW may further subdivide, encumber, restrict the use of, replat and otherwise deal in any way with the TCW Tract as if TCW were the "Declarant" under the Declaration without Declarant's or the Association's consent, provided, however, Declarant shall be entitled to review any subdivision documents to ensure that such subdivisions will conform to and comply with reasonable engineering and land use requirements for servicing the subdivided portions of the TCW Tract with utilities and ingress and egress.

c. Declarant shall not relocate, modify or vacate any portion of any Dedicated Roadway (as defined in the Declaration) located within or adjoining the TCW Tract, unless Declarant first obtains the written approval of TCW, which approval will not be unreasonably withheld.

d. No portion of the TCW Tract shall ever be subject to a lien for any assessment for the cost of construction of improvements the payment of which is provided for in the Development Agreement. No portion of the TCW Tract shall ever be subject to a lien for any assessment for the cost of maintenance of any improvement the payment of which is provided for in the Development Agreement.

e. Article XII (Declarant's Repurchase Option, and Article XIII (Declarant's Right of First Refusal) of the Declaration shall not apply to the TCW Tract.

f. TCW shall have the right to install curb cuts with respect to the TCW Tract as shown on the Plat (being a plat for Port 95 Commerce Park which the parties contemplate being recorded hereafter). Neither Declarant nor the Association shall have any right to limit the quantity of, approve the location of or otherwise restrict additional curb cuts or median cuts in any roadways serving the TCW Tract located east of S.W. 30th Avenue, except that Declarant's approval, not to be unreasonably withheld, shall be required for curb or median cuts in the areas adjacent to parcels 19 and 20 until such time as TCW and Declarant exchange ownership of the parcels. Declarant shall have the right to approve additional curb cuts or median cuts proposed to serve the TCW Tract along S.W. 30th Avenue, but only to the extent that any such additional curb cuts or median cuts may impair Declarant's rights with respect to obtaining necessary approval for additional curb cuts or median cuts along S.W. 30th Avenue, which approval

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shall not be unreasonably withheld or delayed. Likewise, TCW shall have the right to approve additional curb cuts or median cuts proposed to serve the Alandco Tract along S.W. 30th Avenue, but only to the extent that any such curb cuts or median cuts may impair TCW's rights with respect to obtaining necessary approval for additional curb cuts or median cuts along S.W. 30th Avenue, which approval shall not be unreasonably withheld or delayed.

g. Declarant shall not amend the Declaration without the express written approval of TCW, which approval shall not be unreasonably withheld, provided, however, TCW's approval shall not be required for amendments to the Declaration if such amendments will not impair or restrict development rights or uses within the TCW Tract or otherwise diminish or degrade the quality of tenants or construction within the Port 95 Commerce Park. TCW shall have the right to amend the Declaration with the express written approval of Declarant, which approval shall not be unreasonably withheld, provided, however, Declarant's approval shall not be required for amendments to the Declaration if such amendments will not impair or restrict development rights or uses within the Alandco Tract or otherwise diminish or degrade the quality of tenants or construction within the Port 95 Commerce Park.

h. Declarant shall not dissolve or otherwise initiate any actions to dissolve the Association for a period of ten (10) years from the date hereof, without the express written approval of TCW, which approval shall not be unreasonably withheld.

i. Neither Declarant nor any subsidiary, affiliate or otherwise related entity of Declarant shall be engaged by the Association to provide management services or any other services for the Association, without the express written approval of TCW, which approval shall not be unreasonably withheld.

j. The provisions of Paragraph XI(G) of the Declaration (excluding the first sentence thereof) shall not be applicable in any manner whatsoever, and such provisions shall have no force or effect with respect to any rights, duties, obligations, liabilities, representations or warranties granted to, imposed upon or made by, as the case may be, the Declarant or TCW under the Purchase Agreement, the Development Order, the Declaration or the Development Agreement.

The foregoing limitations contained in Paragraphs a, b, c, e, f and g of this Subsection 2 shall inure to the benefit of TCW's successors and assigns except to the extent TCW provides otherwise in the deed of conveyance, provided, however, upon conveyance to a third party of a portion of the TCW Tract that is less than forty (40) acres, such portion shall no longer have the benefit of the foregoing limitations.

3. Right of First Negotiation - TCW Tract. TCW agrees and hereby grants unto Developer a right of first negotiation, on the terms set forth herein and as more specifically set forth in the

Development Agreement, to repurchase the TCW Tract or any portion thereof or interest therein. Except as provided in Article XII of the Development Agreement, if at any time after the date which is the second (2nd) anniversary of the date hereof until the date which is the fifth (5th) anniversary of the date hereof, TCW desires to sell the TCW Tract, or any portion thereof or interest therein, to any person or entity, TCW agrees to give written notice of such intention to Developer and Developer shall thereafter have certain first rights of negotiation as set forth in the Development Agreement. The rights and obligations set forth in this Subsection 3 (and Article X of the Development Agreement) expire on the fifth (5th) anniversary of the date hereof.

4. Right of First Option - TCW Tract. TCW agrees and hereby grants unto Developer a right to first option to repurchase the TCW Tract or any portion thereof, on the terms set forth herein and as more specifically set forth in the Development Agreement. Except as provided in Article XII of the Development Agreement, if at any time after the date hereof until the date which is the fifth (5th) anniversary of the date of hereof, TCW receives a bona fide written offer to purchase the TCW Tract or any portion thereof, TCW shall promptly give notice to Developer and Developer shall have the first option to purchase such property subject to and in accordance with the terms of the Development Agreement. The rights and obligations set forth in this Subsection 4 (and Article XI of the Development Agreement) expire on the fifth (5th) anniversary of the date hereof.

5. Right of First Option - Alandco Tract. Developer agrees and hereby grants unto TCW a right of first option, on the terms set forth herein and as more specifically set forth in the Development Agreement to purchase the remaining portion of Port 95 Commerce Park owned by Developer (the "Remaining Property"). If at any time after the date hereof until the date which is the fifth (5th) anniversary hereof, Developer receives a bona fide written Offer, whether unsolicited or negotiated by Developer, to purchase a portion of the Remaining Property containing sixty (60) or more acres of land, or an interest in such a portion of the Remaining Property ("Developer's Sale Property"), from an Offeror who will not be an end user (as that term is defined in the Development Agreement), Developer promptly shall give written notice thereof to TCW, together with a copy of such Offer, and TCW shall have the first option and privilege to purchase the Developer's Sale Property for the price and upon the terms and conditions contained therein, as more specifically set forth in the Development Agreement. The rights and obligations set forth in this Subsection 5 (and Article XIII of the Development Agreement) expire on the fifth (5th) anniversary of the date hereof.

6. Restriction on Development. TCW hereby covenants and agrees that, for a period of five (5) years after the date hereof, it shall not develop (or lease to an entity for the purpose of developing or enter into any partnership or joint venture for the purpose of developing) all or any portion of the TCW Tract,

provided, however, that such restriction shall not preclude TCW from improving the TCW Tract with utilities, sewers, roads, or any other infrastructure components. The covenant contained in this Subsection 6 shall be binding upon the successors and assigns of TCW provided; however, such covenant contained in this Subsection 6 shall terminate and be of no force and effect as to any successor or assign (other than to an Affiliated Entity) four and one-half (4½) years from the date hereof. Developer shall have all of the remedies available to it at law and in equity for a breach of this covenant by TCW.

7. Priority of Development Agreement. The terms and conditions of the Development Agreement, including the specific terms set forth in this Memorandum, shall be superior to the Declaration notwithstanding the execution and recording of the Declaration by the parties hereto or the respective successors and assigns subsequent to the execution and recording of this Memorandum.

8. Conflict With Development Agreement. If any of the provisions in this Memorandum conflict or are inconsistent with the terms and provisions of the Development Agreement, the terms and provisions of the Development Agreement shall control.

9. Binding Effect. The covenants, conditions and terms of this Agreement shall be binding upon the successors and assigns of Developer and TCW. Developer and TCW shall have all of the remedies available to them at law and in equity for a breach of this Agreement.

IN WITNESS WHEREOF, Developer and TCW have caused their duly authorized representatives to execute this Memorandum as of the date first above written.

[Signature]  
[Signature]  
[Signature]  
[Signature]

TCW LAND FUND I HOLDING COMPANY,  
a California corporation

By: [Signature]  
Its Authorized Signatory

By: [Signature]  
Its Authorized Signatory

[Signature]  
[Signature]

ALANCO INC.,  
a Florida corporation

By: [Signature]  
Its President

STATE OF FLORIDA )  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 1989, by JAMES E. HERTZ, as President of Alandco Inc. on behalf of said corporation and he is the person known to me and described in and who executed the foregoing instrument; and who acknowledged the execution thereof by him to be his free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State, and on the day and year last aforesaid.

Rebecca E. Einhorn  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES OCT 26, 1991  
POWERED BY THE STATE OF FLORIDA

STATE OF FLORIDA )  
COUNTY OF DADE )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of JULY, 1989, by STANTON H. ZARROW and WILLIAM H. PAINE, as Authorized Signatories of TCW Land Fund I Holding Company on behalf of said corporation and they are to me known to be the persons described in and who executed the foregoing instrument; and who acknowledged the execution thereof by them to be their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State, and on the day and year last aforesaid.

Rebecca E. Einhorn  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES OCT 26, 1991  
POWERED BY THE STATE OF FLORIDA

MEMORANDUM.27B

BK 16636FC 119

EXHIBIT "A"

DESCRIPTION: (ALANDCO PROPERTY LESS THE TCW PROPERTY)

A PORTION OF SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AND A PORTION OF SECTION 29, OF THE PLAT OF SECTIONS 28, 29, 31 AND 32 TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND ALSO BEING A PORTION OF SECTION 30, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 20; THENCE NORTH 03°12'19" WEST, ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 20, A DISTANCE OF 41.64 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 84 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 86095-2404, SHEET 3 OF 6 SHEETS; THENCE NORTH 82°29'59" EAST, A DISTANCE OF 1143.12 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 82°29'59" EAST, A DISTANCE OF 229.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5829.65 FEET, A CENTRAL ANGLE OF 01°23'07" AND AN ARC DISTANCE OF 344.44 FEET, THE LAST THREE DESCRIBED COURSES BEING ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 84; THENCE SOUTH 01°54'32" EAST, ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 180.18 FEET; THENCE SOUTH 32°56'54" WEST, A DISTANCE OF 420.07 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF I-595 AS SHOWN ON THE AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; THENCE NORTH 03°30'21" WEST, A DISTANCE OF 50.00 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS POINT "A"; THENCE CONTINUE NORTH 03°30'21" WEST, A DISTANCE OF 102.63 FEET; THENCE NORTH 84°13'41" WEST, A DISTANCE OF 294.64 FEET TO A POINT, SAID POINT BEARING NORTH 06°10'39" EAST FROM THE RADIAL POINT OF THE NEXT DESCRIBED CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 11567.66 FEET, A CENTRAL ANGLE OF 00°18'13" AND AN ARC DISTANCE OF 61.31 FEET, THE LAST FOUR DESCRIBED COURSES BEING ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF I-595; THENCE NORTH 42°50'02" EAST, ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 32.08 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE NORTHWESTERLY; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 520.50 FEET, A CENTRAL ANGLE OF 44°41'09" AND AN ARC DISTANCE OF 405.94 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT "A"; THENCE SOUTH 01°51'24" EAST, A DISTANCE OF 228.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID I-595; THENCE CONTINUE SOUTH 01°51'24" EAST, A DISTANCE OF 6.53 FEET; THENCE SOUTH 06°24'10" EAST, A DISTANCE OF 179.36 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 20; THENCE SOUTH 89°20'02" WEST, ALONG THE SAID NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 44.20 FEET; THENCE SOUTH 02°51'05" EAST, A DISTANCE OF 15.01 FEET; THENCE SOUTH 00°58'17" EAST, A DISTANCE OF 388.12 FEET; THENCE SOUTH 02°43'26" EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 679.30 FEET; THENCE SOUTH 89°34'05" WEST, ALONG A LINE PARALLEL WITH AND 60.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE NORTH ONE-HALF (N. 1/2) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 40.03 FEET TO A POINT ON THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF

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SECTION 20; THENCE SOUTH 02°43'26" EAST, ALONG THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 280.77 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 89°38'51" EAST, ALONG THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 100.09 FEET, THENCE SOUTH 02°43'26" EAST, ALONG A LINE PARALLEL WITH AND 100.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 646.89 FEET; THENCE SOUTH 89°48'27" WEST, ALONG A LINE PARALLEL WITH AND 35.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 100.10 FEET TO A POINT ON THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE SOUTH 02°43'26" EAST, ALONG THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 35.03 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE SOUTH 89°48'27" WEST, ALONG A PORTION OF THE SAID NORTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4), ALSO BEING A PORTION OF THE NORTH LINE OF LOT 7, OF SAID BLOCK 2, A DISTANCE OF 20.02 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PROPOSED S.W. 10TH AVENUE; THENCE SOUTH 02°43'26" EAST, A DISTANCE OF 98.30 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2540.00 FEET, A CENTRAL ANGLE OF 29°41'59" AND AN ARC DISTANCE OF 1316.63 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2460.00 FEET, A CENTRAL ANGLE OF 28°38'07" AND AN ARC DISTANCE OF 1229.46 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 01°39'33" WEST, A DISTANCE OF 136.51 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON THE WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 30; THENCE NORTH 01°41'18" WEST, ALONG A PORTION OF THE SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 107.60 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN 100 FOOT BY 200 FOOT PARCEL AS DESCRIBED IN A DEED RECORDED IN DEED BOOK 546, PAGE 259 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°02'16" EAST, ALONG THE SAID SOUTH LINE OF THAT CERTAIN 100 FOOT BY 200 FOOT PARCEL, A DISTANCE OF 100.00 FEET; THENCE NORTH 01°41'18" WEST, ALONG A PORTION OF THE EAST LINE OF SAID 100 FOOT BY 200 FOOT PARCEL, A DISTANCE OF 50.01 FEET TO A POINT, SAID POINT BEING ON THE SOUTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT AS RECORDED IN DEED BOOK 534, PAGE 64 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°02'16" EAST, ALONG A PORTION OF THE SAID SOUTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT, A DISTANCE OF 138.70 FEET TO A POINT, SAID POINT BEING 40.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30; THENCE SOUTH 88°12'52" EAST, ALONG A LINE PARALLEL WITH 40.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 1137.74 FEET; THENCE NORTH 01°41'18" WEST, ALONG A LINE PARALLEL WITH AND 1374.23 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 30, A DISTANCE OF 494.15 FEET TO A POINT ON A SOUTHERLY LINE OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 11773, PAGE 319 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 87°10'50" EAST, A DISTANCE OF 146.05 FEET TO A POINT ON A NORTHERLY LINE OF SAID 100 FOOT CANAL EASEMENT; THENCE NORTH 64°25'31" EAST, A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE SOUTHEASTERLY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 24°35'20" AND AN ARC DISTANCE OF 128.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°00'51" EAST, A DISTANCE OF 150.00 FEET, THE LAST THREE (3) COURSES AND DISTANCES BEING ALONG A

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PORTION OF THE SAID NORTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT, THENCE NORTH 00°59'09" WEST, A DISTANCE OF 150.00 FEET; THENCE NORTH 58°55'24" EAST, A DISTANCE OF 513.52 FEET TO A POINT, SAID POINT BEING 100.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 29; THENCE NORTH 01°41'35" WEST, ALONG A LINE PARALLEL WITH 100.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SECTION 29, A DISTANCE OF 900.00 FEET; THENCE NORTH 89°34'28" EAST, A DISTANCE OF 100.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, OF SAID BLOCK 2; THENCE NORTH 01°41'35" WEST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 678.23 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 29, THE LAST NINE (9) COURSES BEING ALONG THE SOUTHEASTLY LINE OF SAID TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 11173, PAGE 319; THENCE NORTH 89°48'27" EAST, ALONG A PORTION OF THE SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29, A DISTANCE OF 1153.70 FEET TO A POINT, SAID POINT BEING 133.72 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 29; THENCE NORTH 02°43'26" WEST, ALONG A LINE PARALLEL WITH 133.72 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 29, A DISTANCE OF 681.21 FEET TO A POINT ON THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 29; THENCE NORTH 89°33'50" EAST, ALONG THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 29, A DISTANCE OF 0.48 FEET; THENCE NORTH 03°59'55" EAST, A DISTANCE OF 796.52 FEET; THENCE NORTH 02°43'26" WEST, ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 29, A DISTANCE OF 568.16 FEET TO A POINT ON THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 29; THENCE NORTH 02°43'29" WEST, A DISTANCE OF 209.61 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF 1-595, SAID POINT BEARING NORTH 07°29'14" EAST FROM THE RADIUS POINT OF THE NEXT HEREIN DESCRIBED CURVE; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 11355.66 FEET, A CENTRAL ANGLE OF 0°09'09" AND AN ARC DISTANCE OF 30.23 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°21'35" EAST, A DISTANCE OF 139.51 FEET TO THE POINT OF BEGINNING, THE LAST TWO (2) COURSES BEING ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF 1-595.

TOGETHER WITH THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS THE AIRPORT PARCEL:

A PORTION OF LOT 8, BLOCK 1, OF SECTION 29, OF THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID LOT 8, LESS THE SOUTH 375.00 FEET THEREOF.

TOGETHER WITH THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS PARCEL 20:

A PORTION OF LOTS 1 AND 8, BLOCK 3, OF SECTION 29, ACCORDING TO THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29; THENCE SOUTH 37°05'30" EAST, A DISTANCE OF 49.32 FEET; THENCE NORTH 88°43'02" EAST, ALONG A LINE PARALLEL WITH 40.00 FEET SOUTH

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OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29, A DISTANCE OF 657.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°43'02" EAST, ALONG THE LAST HEREIN DESCRIBED LINE, A DISTANCE OF 521.61 FEET; THENCE SOUTH 01°39'33" EAST, A DISTANCE OF 535.52 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE; THENCE NORTH 01°39'33" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE, A DISTANCE OF 531.16 FEET; THENCE NORTH 43°31'44" EAST, A DISTANCE OF 42.57 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS PARCEL 19:

A PORTION OF LOT 9, BLOCK 3, OF SECTION 29, ACCORDING TO THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29; THENCE SOUTH 37°05'30" EAST, A DISTANCE OF 49.32 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 88°43'02" EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 29, A DISTANCE OF 517.63 FEET; THENCE SOUTH 46°25'16" EAST, A DISTANCE OF 42.29 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE; THENCE SOUTH 01°39'33" EAST, ALONG THE SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 524.84 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON A LINE, SAID LINE BEING 547.62 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST RIGHT-OF-WAY LINE OF S.W. 30TH AVENUE; THENCE NORTH 01°39'33" WEST, ALONG THE LAST HEREIN DESCRIBED LINE, A DISTANCE OF 545.39 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS PARCEL 18

A PORTION OF SECTION 29, ACCORDING TO THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29, THENCE SOUTH 37°05'30" EAST, A DISTANCE OF 49.32 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 01°39'33" EAST, ALONG THE COINCIDENTAL LINE OF SAID PARCEL 19, AND THE HEREIN DESCRIBED PARCEL 18, A DISTANCE OF 545.39 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON A LINE, SAID LINE BEING 1087.14 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE; THENCE NORTH 01°39'33" WEST, A DISTANCE OF 519.49 FEET; THENCE SOUTH 88°12'52" EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 510.52 FEET; THENCE NORTH 88°43'02" EAST, A DISTANCE OF 29.93 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LIE AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 147.116 ACRES MORE OR LESS.

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EXHIBIT "B"  
(Page 1 of 4)

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A PORTION OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 2 OF SAID SECTION 29, THENCE NORTH 89°48'27" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 29, ALSO BEING ALONG THE NORTH LINE OF SAID LOT 6, LOT 5 AND A PORTION OF THE NORTH LINE OF LOT 4, ALL OF SAID BLOCK 2, A DISTANCE OF 965.66 FEET TO THE NORTHWEST CORNER OF THE WEST ONE-HALF (W. 1/2) OF SAID LOT 4, THENCE SOUTH 01°29'09" EAST, ALONG THE EAST LINE OF THE SAID WEST ONE-HALF (W. 1/2) OF LOT 4 AND A PORTION OF THE EAST LINE OF THE WEST ONE-HALF (W. 1/2) OF LOT 3, BOTH OF SAID BLOCK 2, A DISTANCE OF 742.81 FEET TO A POINT ON THE TOP OF BANK OF THAT CERTAIN LAKE LYING IN SAID LOTS 3 AND 4, AND ALSO LYING IN LOTS 9 AND 10, BLOCK 1, OF SAID PLAT OF SECTION 29; THENCE SOUTH 54°31'54" WEST, A DISTANCE OF 7.21 FEET; THENCE SOUTH 45°20'04" WEST, A DISTANCE OF 17.63 FEET; THENCE SOUTH 37°47'08" WEST, A DISTANCE OF 18.19 FEET; THENCE SOUTH 31°04'38" EAST, A DISTANCE OF 12.50 FEET; THENCE SOUTH 16°47'42" WEST, A DISTANCE OF 43.97 FEET, THE LAST FIVE (5) COURSES AND DISTANCES BEING ALONG THE MEANDERING WESTERLY TOP OF BANK OF SAID LAKE; THENCE SOUTH 76°44'11" EAST, A DISTANCE OF 24.62 FEET; THENCE SOUTH 88°58'16" EAST, A DISTANCE OF 258.99 FEET, THE LAST TWO (2) COURSES AND DISTANCES BEING ALONG THE MEANDERING SOUTHERLY TOP OF BANK OF SAID LAKE; THENCE NORTH 32°17'02" EAST, A DISTANCE OF 30.90 FEET; THENCE NORTH 54°38'05" EAST, A DISTANCE OF 27.21 FEET; THENCE NORTH 81°38'15" EAST, A DISTANCE OF 44.26 FEET; THENCE NORTH 72°24'51" EAST, A DISTANCE OF 24.06 FEET; THENCE NORTH 64°42'20" EAST, A DISTANCE OF 44.10 FEET TO A POINT, SAID POINT BEING 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 10; THENCE NORTH 88°25'05" EAST, ALONG A LINE PARALLEL WITH AND 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF LOT 10, A DISTANCE OF 577.84 FEET TO A POINT ON THE WEST LINE OF LOT 8, OF SAID BLOCK 1, THENCE NORTH 01°26'55" WEST, ALONG A PORTION OF THE SAID WEST LINE OF LOT 8, A DISTANCE OF 767.08 FEET TO THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 29; THENCE NORTH 83°18'55" EAST, ALONG A PORTION OF THE SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 29, ALSO BEING THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 329.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 8, THENCE SOUTH 01°27'09" EAST, ALONG THE EAST LINE OF LOT 8, A DISTANCE OF 1335.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 88°30'48" WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 329.03 FEET TO THE NORTHEAST CORNER OF LOT 11, OF SAID BLOCK 1; THENCE SOUTH 01°27'29" EAST, ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 667.14 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 83°36'56" WEST, ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 657.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 88°59'26" WEST, ALONG THE SOUTH LINE OF LOT 2, OF SAID BLOCK 2, A DISTANCE OF 642.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 01°31'25" EAST, ALONG THE WEST LINE OF LOT 1, OF SAID BLOCK 2, A DISTANCE OF 669.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 01°21'31" EAST, ALONG A PORTION OF THE WEST LINE OF LOT 4, BLOCK 3,

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EXHIBIT "B"

Page 2 of 43

OF THE SAID PLAT OF SECTION 29, A DISTANCE OF 576.54 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL, THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE; THENCE NORTH 01°39'33" WEST, A DISTANCE OF 736.51 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2460.00 FEET, A CENTRAL ANGLE OF 28°38'07" AND AN ARC DISTANCE OF 1229.46 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT, THENCE NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2540.00 FEET, A CENTRAL ANGLE OF 29°41'59" AND AN ARC DISTANCE OF 1316.63 FEET TO THE POINT OF TANGENCY; THENCE NORTH 02°43'26" WEST, A DISTANCE OF 98.30 FEET TO A POINT ON THE SAID NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SECTION 29, THE LAST FOUR (4) COURSES AND DISTANCES BEING ALONG THE SAID EAST RIGHT-OF-WAY LINE OF S.W. 30TH AVENUE; THENCE NORTH 89°48'27" EAST, ALONG A PORTION OF THE SAID NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4), ALSO BEING A PORTION THE NORTH LINE OF LOT 7, OF SAID BLOCK 2, A DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS PARCEL 19:

A PORTION OF LOT 9, BLOCK 3, OF SECTION 29, ACCORDING TO THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29, THENCE SOUTH 37°05'30" EAST, A DISTANCE OF 49.32 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 85°43'02" EAST, ALONG A LINE PARALLEL WITH AND 49.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 29, A DISTANCE OF 517.83 FEET, THENCE SOUTH 46°28'16" EAST, A DISTANCE OF 42.29 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE, THENCE SOUTH 01°39'33" EAST, ALONG THE SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 524.84 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON A LINE, SAID LINE BEING 547.62 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST RIGHT-OF-WAY LINE OF S.W. 30TH AVENUE; THENCE NORTH 01°39'33" WEST, ALONG THE LAST HEREIN DESCRIBED LINE, A DISTANCE OF 545.39 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS PARCEL 18:

A PORTION OF SECTION 29, ACCORDING TO THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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typing or printing unsatisfactory in  
this document when microfilm.

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EXHIBIT "B"  
(Page 3 of 4)

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29; THENCE SOUTH 37°05'30" EAST, A DISTANCE OF 49.32 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 01°39'33" EAST, ALONG THE COINCIDENTAL LINE OF SAID PARCEL 19, AND THE HEREIN DESCRIBED PARCEL 18, A DISTANCE OF 545.38 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON A LINE, SAID LINE BEING 1087.14 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE; THENCE NORTH 01°39'33" WEST, A DISTANCE OF 579.49 FEET; THENCE SOUTH 88°12'52" EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 510.52 FEET; THENCE NORTH 88°43'02" EAST, A DISTANCE OF 29.93 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS PARCEL 20:

A PORTION OF LOTS 7 AND 8, BLOCK 3, OF SECTION 29, ACCORDING TO THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29; THENCE SOUTH 37°05'30" EAST, A DISTANCE OF 49.32 FEET; THENCE NORTH 88°43'02" EAST, ALONG A LINE PARALLEL WITH 40.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 29, A DISTANCE OF 657.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°43'02" EAST, ALONG THE LAST HEREIN DESCRIBED COURSE, A DISTANCE OF 521.61 FEET; THENCE SOUTH 01°39'33" EAST, A DISTANCE OF 535.52 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE; THENCE NORTH 01°39'33" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE, A DISTANCE OF 523.16 FEET; THENCE NORTH 43°31'44" EAST, A DISTANCE OF 42.57 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS THE AIRPORT PARCEL.

A PORTION OF LOT 8, BLOCK 1, OF SECTION 29, OF THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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typing or printing unsatisfactory in  
this document when microfilmed

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EXHIBIT "B"  
(Page 4 of 4)

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 01°26'55" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°18'55" EAST, ALONG A LINE PARALLEL WITH AND 40.00 SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 329.14 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE SOUTH 01°27'09" EAST, ALONG A PORTION OF THE SAID EAST LINE OF LOT 8, A DISTANCE OF 920.34 FEET; THENCE SOUTH 85°30'48" WEST, ALONG A LINE PARALLEL WITH AND 275.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 8, ALSO BEING 1.97 FEET SOUTH OF THE SOUTHWEST CORNER OF THAT CERTAIN AIRPORT CLEAR ZONE AS SHOWN ON A SKETCH AND DESCRIPTION PREPARED BY WILLIAMS, HATFIELD AND STOWER, INC. TITLED "CLEAR ZONE - RUNWAY 9-L PART 77 F.A.R., DATED 7/28/88, A DISTANCE OF 329.13 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE NORTH 01°28'05" WEST, ALONG A PORTION OF THE SAID WEST LINE OF LOT 8, A DISTANCE OF 192.12 FEET TO A POINT; THENCE NORTH 01°26'55" WEST, ALONG SAID WEST LINE OF LOT 8, A DISTANCE OF 727.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA

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byline or printing unsatisfactory in  
this document when microfilmed.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

BR 16636PC 127

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RECORDING REQUESTED BY:

AND WHEN RECORDED RETURN TO:

✓ O'MELVENY & MYERS  
400 South Hope Street  
Los Angeles, California 90071-2899  
Attention: Jack B. Hicks III, Esq.  
File No. 848,941-009

FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT AND AGREEMENT  
ESTABLISHING OPTION RIGHTS AND RESTRICTIONS ON DEVELOPMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND AGREEMENT ESTABLISHING OPTION RIGHTS AND RESTRICTIONS ON DEVELOPMENT (this "First Amendment") is made as of January 31, 1993, by and between TCW LAND FUND I HOLDING COMPANY, a California corporation ("TCW"), and ALANDCO, INC., a Florida corporation ("Developer"), with reference to the following Recitals:

R E C I T A L S:

A. TCW and Developer entered into that certain Development Agreement and Agreement Establishing Option Rights and Restrictions on Development dated as of July 27, 1989 (the "Agreement"), a Memorandum of which, dated as of July 27, 1989, was recorded on July 28, 1989 in Book 16636, Page 113 of the Official Records of Broward County, Florida (the "Memorandum").

B. Pursuant to the Agreement, TCW and Developer agreed upon certain rights, obligations and restrictions affecting the Alandco Tract (as defined in the Agreement and as more particularly described in Exhibit A attached hereto) and the TCW Tract (as defined in the Agreement and as more particularly described in Exhibit B attached hereto), all as more particularly set forth in the Agreement.

C. TCW and Developer desire to amend the Agreement and Memorandum in certain respects, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TCW and Developer hereby agree as follows:

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MLM

1. All initially capitalized terms used in this First Amendment and not otherwise defined herein shall have the meaning given such terms in the Agreement, unless the context clearly indicates otherwise.

2. TCW and Developer hereby agree to amend the Agreement by deleting therefrom in their entirety Article X (Right of First Negotiation-TCW Tract), Article XI (Right of First Option-TCW Tract), Article XII (Submission of Offers; Sales-TCW Tract), Article XIII (Right of First Option-Alandco Tract), Article XIV (Submission of Offers; Sales-Alandco Tract), and Article XVII (Compliance) and, from and after the date hereof, such Articles are null and void and shall have no further force or effect.

3. TCW and Developer hereby agree to amend the Memorandum by deleting therefrom in their entirety Sections 3, 4 and 5, and, from and after the date hereof, such Sections are null and void and shall have no further force or effect.

4. TCW and Developer hereby agree to amend the Agreement by changing the title thereof to "Development Agreement", and further agree to amend the Memorandum by changing the title thereof to "Memorandum of Development Agreement", and, from and after the date hereof, said documents shall be referred to by such amended names.

5. Other than as expressly amended by this First Amendment, TCW and Developer hereby agree that the Agreement and the Memorandum are unmodified and remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, TCW and Developer have caused their duly authorized representatives to execute this First Amendment as of the date first set forth above.

"TCW"

TCW LAND FUND I HOLDING COMPANY,  
a California corporation

By: [Signature]

Its Authorized Signatory

By: [Signature]

Its Authorized Signatory

WITNESS

Karen Kakareka  
Christopher W. Pinn

Karen Kakareka  
Christopher W. Pinn  
KAREN KAKAREKA

"DEVELOPER"

ALANDCO, INC.,  
a Florida corporation

By: [Signature]

Its: Vice President

[Signature]  
[Signature]



STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 25 day of November, 1993, by S.M. Collins, as Vice President of Alandco, Inc., on behalf of said corporation and he is the person known to me and described in and who executed the foregoing instrument; and who acknowledged the execution thereof by him to be his free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State, and on the day and year last aforesaid.

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAY 6, 1994  
CORREDED THRU GENERAL INS. DIV.

Constance Bashin  
NOTARY PUBLIC

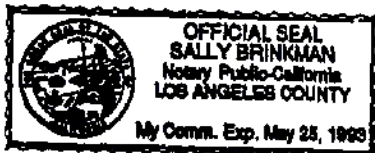
STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On May 4, 1993, before me, SALLY BRINKMAN, personally appeared Roger Schultz and Richard Liebermann personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Sally Brinkman  
Signature



## DESCRIPTION: (ALANDCO PROPERTY LESS THE TCM PROPERTY)

A PORTION OF SECTION 20, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AND A PORTION OF SECTION 29, OF THE PLAT OF SECTIONS 28, 29, 31 AND 32 TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND ALSO BEING A PORTION OF SECTION 30, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 14, PAGE 37 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 20; THENCE NORTH 03°32'19" WEST, ALONG THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 20, A DISTANCE OF 44.64 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 84 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 86095-2404, SHEET 1 OF 6 SHEETS; THENCE NORTH 82°29'59" EAST, A DISTANCE OF 1143.12 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 82°29'59" EAST, A DISTANCE OF 229.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 5829.69 FEET, A CENTRAL ANGLE OF 03°23'07" AND AN ARC DISTANCE OF 344.44 FEET, THE LAST THREE DESCRIBED COURSES BEING ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF STATE ROAD NO. 84, THENCE SOUTH 01°54'32" EAST, ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 180.18 FEET; THENCE SOUTH 32°56'54" WEST, A DISTANCE OF 420.07 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF I-595 AS SHOWN ON THE AFORESAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP; THENCE NORTH 83°30'21" WEST, A DISTANCE OF 50.00 FEET TO A POINT, SAID POINT HEREINAFTER TO BE KNOWN AS POINT "A"; THENCE CONTINUE NORTH 83°30'21" WEST, A DISTANCE OF 102.63 FEET; THENCE NORTH 84°13'41" WEST, A DISTANCE OF 294.64 FEET TO A POINT, SAID POINT BEARING NORTH 06°10'39" EAST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 11567.66 FEET, A CENTRAL ANGLE OF 00°18'13" AND AN ARC DISTANCE OF 61.31 FEET, THE LAST FOUR DESCRIBED COURSES BEING ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF I-595; THENCE NORTH 42°50'02" EAST, ALONG A LINE NOT RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 32.08 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE NORTHWESTERLY; THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 520.50 FEET, A CENTRAL ANGLE OF 44°41'09" AND AN ARC DISTANCE OF 405.94 FEET TO THE POINT OF BEGINNING.

## TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT "A"; THENCE SOUTH 01°51'24" EAST, A DISTANCE OF 228.01 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID I-595; THENCE CONTINUE SOUTH 01°51'24" EAST, A DISTANCE OF 6.53 FEET; THENCE SOUTH 06°24'10" EAST, A DISTANCE OF 179.36 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 20; THENCE SOUTH 89°20'02" WEST, ALONG THE SAID NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 44.20 FEET; THENCE SOUTH 02°51'05" EAST, A DISTANCE OF 15.01 FEET; THENCE SOUTH 00°58'17" EAST, A DISTANCE OF 368.12 FEET; THENCE SOUTH 02°43'26" EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 679.30 FEET; THENCE SOUTH 89°34'05" WEST, ALONG A LINE PARALLEL WITH AND 60.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE NORTH ONE-HALF (N. 1/2) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 40.03 FEET TO A POINT ON THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF

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SECTION 20, THENCE SOUTH 02°43'26" EAST, ALONG THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 280.77 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 89°33'51" EAST, ALONG THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 100.09 FEET. THENCE SOUTH 02°43'26" EAST, ALONG A LINE PARALLEL WITH AND 100.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 646.89 FEET; THENCE SOUTH 89°48'27" WEST, ALONG A LINE PARALLEL WITH AND 35.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 100.10 FEET TO A POINT ON THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20. THENCE SOUTH 02°43'26" EAST, ALONG THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 35.03 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE SOUTH 89°48'27" WEST, ALONG A PORTION OF THE SAID NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4), ALSO BEING A PORTION OF THE NORTH LINE OF LOT 7, OF SAID BLOCK 2, A DISTANCE OF 20.02 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE; THENCE SOUTH 02°43'26" EAST, A DISTANCE OF 98.30 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2540.00 FEET, A CENTRAL ANGLE OF 29°41'59" AND AN ARC DISTANCE OF 1316.63 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2460.00 FEET, A CENTRAL ANGLE OF 28°38'07" AND AN ARC DISTANCE OF 1229.46 FEET TO THE POINT OF TANGENCY. THENCE SOUTH 01°39'33" WEST, A DISTANCE OF 736.31 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 30; THENCE NORTH 01°41'11" WEST, ALONG A PORTION OF THE SAID WEST LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 187.60 FEET TO A POINT ON THE SOUTH LINE OF THAT CERTAIN 100 FOOT BY 200 FOOT PARCEL AS DESCRIBED IN A DEED RECORDED IN DEED BOOK 546, PAGE 259 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°09'16" EAST, ALONG THE SAID SOUTH LINE OF THAT CERTAIN 100 FOOT BY 200 FOOT PARCEL, A DISTANCE OF 100.01 FEET. THENCE NORTH 01°41'18" WEST, ALONG A PORTION OF THE EAST LINE OF SAID 100 FOOT BY 200 FOOT PARCEL, A DISTANCE OF 50.01 FEET TO A POINT, SAID POINT BEING ON THE SOUTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT AS RECORDED IN DEED BOOK 534, PAGE 64 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°09'16" EAST, ALONG A PORTION OF THE SAID SOUTHERLY LINE OF THAT CERTAIN 100 FOOT CANAL EASEMENT, A DISTANCE OF 136.70 FEET TO A POINT, SAID POINT BEING 40.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30; THENCE SOUTH 88°12'52" EAST, ALONG A LINE PARALLEL WITH 40.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 1137.74 FEET; THENCE NORTH 01°41'18" WEST, ALONG A LINE PARALLEL WITH AND 1374.33 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 30, A DISTANCE OF 494.15 FEET TO A POINT ON A SOUTHERLY LINE OF THAT CERTAIN TRACT OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 11773, PAGE 319 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. THENCE NORTH 87°10'50" EAST, A DISTANCE OF 146.03 FEET TO A POINT ON A NORTHERLY LINE OF SAID 100 FOOT CANAL EASEMENT; THENCE NORTH 64°25'31" EAST, A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE SOUTHEASTERLY; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 24°35'20" AND AN ARC DISTANCE OF 128.75 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°00'51" EAST, A DISTANCE OF 150.00 FEET, THE LAST THREE (3) COURSES AND DISTANCES BEING ALONG A

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PORTION OF THE SAID NORTHERLY LINE OF THAT CE-TAYV... CANAL EASEMENT, THENCE NORTH 00°59'39" WEST, A DISTANCE OF 150.00 FEET, THENCE NORTH 58°55'24" EAST, A DISTANCE OF 513.52 FEET TO A POINT, SAID POINT BEING 100.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 29; THENCE NORTH 01°41'15" WEST, ALONG A LINE PARALLEL WITH 100.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SECTION 29, A DISTANCE OF 900.00 FEET; THENCE NORTH 89°34'28" EAST, A DISTANCE OF 100.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9, A DISTANCE OF 678.23 FEET TO THE NORTHWEST CORNER OF SAID LOT 9, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 29, THE LAST NINE (9) COURSES BEING ALONG THE SOUTHEASTERLY LINE OF SAID TRACT OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 11773, PAGE 319; THENCE NORTH 89°44'27" EAST, ALONG A PORTION OF THE SAID SOUTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 20, A DISTANCE OF 1153.70 FEET TO A POINT, SAID POINT BEING 133.72 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 02°43'26" WEST, ALONG A LINE PARALLEL WITH 133.72 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 681.27 FEET TO A POINT ON THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE NORTH 89°38'50" EAST, ALONG THE SAID NORTH LINE OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTH ONE-HALF (S. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 0.48 FEET; THENCE NORTH 03°59'59" EAST, A DISTANCE OF 796.52 FEET; THENCE NORTH 02°43'26" WEST, ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST LINE OF THE EAST ONE-HALF (E. 1/2) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 368.16 FEET TO A POINT ON THE SAID NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20; THENCE SOUTH 89°20'02" WEST, ALONG THE SAID NORTH LINE OF THE SOUTH THREE-QUARTERS (S. 3/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 20, A DISTANCE OF 42.39 FEET; THENCE NORTH 02°43'29" WEST, A DISTANCE OF 209.61 FEET TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF I-595, SAID POINT BEARING NORTH 07°29'14" EAST FROM THE RADIUS POINT OF THE NEXT HEREIN DESCRIBED CURVE; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 11350.66 FEET, A CENTRAL ANGLE OF 0°09'09" AND AN ARC DISTANCE OF 30.23 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 82°21'36" EAST, A DISTANCE OF 139.51 FEET TO THE POINT OF BEGINNING, THE LAST TWO (2) COURSES BEING ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF I-595.

TOGETHER WITH THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS THE AIRPORT PARCEL:

A PORTION OF LOT 8, BLOCK 1, OF SECTION 29, OF THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF SAID LOT 8, LESS THE SOUTH 375.00 FEET THEREOF.

TOGETHER WITH THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS PARCEL 20:

A PORTION OF LOTS 7 AND 8, BLOCK 3, OF SECTION 29, ACCORDING TO THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29; THENCE SOUTH 37°05'30" EAST, A DISTANCE OF 49.32 FEET; THENCE NORTH 88°43'02" EAST, ALONG A LINE PARALLEL WITH 40.00 FEET SOUTH

OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTH-EAST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29, A DISTANCE OF 557.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°43'02" EAST, ALONG THE LAST HEREIN DESCRIBED LINE, A DISTANCE OF 521.61 FEET; THENCE SOUTH 01°39'33" EAST, A DISTANCE OF 535.52 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE; THENCE NORTH 01°39'33" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE, A DISTANCE OF 521.16 FEET; THENCE NORTH 43°31'44" EAST, A DISTANCE OF 42.57 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS PARCEL 19:

A PORTION OF LOT 9, BLOCK 3, OF SECTION 29, ACCORDING TO THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29; THENCE SOUTH 17°05'30" EAST, A DISTANCE OF 49.32 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 88°43'02" EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 29, A DISTANCE OF 517.83 FEET; THENCE SOUTH 46°28'16" EAST, A DISTANCE OF 42.29 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE; THENCE SOUTH 01°39'33" EAST, ALONG THE SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 524.84 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON A LINE, SAID LINE BEING 547.62 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST RIGHT-OF-WAY LINE OF S.W. 30TH AVENUE; THENCE NORTH 01°39'33" WEST, ALONG THE LAST HEREIN DESCRIBED LINE, A DISTANCE OF 545.39 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS PARCEL 18:

A PORTION OF SECTION 29, ACCORDING TO THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29, THENCE SOUTH 17°05'30" EAST, A DISTANCE OF 49.32 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 01°39'33" EAST, ALONG THE COINCIDENTAL LINE OF SAID PARCEL 19, AND THE HEREIN DESCRIBED PARCEL 18, A DISTANCE OF 545.38 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON A LINE, SAID LINE BEING 1087.14 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE; THENCE NORTH 01°39'33" WEST, A DISTANCE OF 579.49 FEET; THENCE SOUTH 88°12'52" EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 510.52 FEET; THENCE NORTH 88°43'02" EAST, A DISTANCE OF 29.93 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 147.116 ACRES MORE OR LESS.

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A PORTION OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 2 OF SAID SECTION 29, THENCE NORTH 89°48'27" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SAID SECTION 29, ALSO BEING ALONG THE NORTH LINE OF SAID LOT 6, LOT 5 AND A PORTION OF THE NORTH LINE OF LOT 4, ALL OF SAID BLOCK 2, A DISTANCE OF 965.66 FEET TO THE NORTHWEST CORNER OF THE WEST ONE-HALF (W. 1/2) OF SAID LOT 4, THENCE SOUTH 01°29'09" EAST, ALONG THE EAST LINE OF THE SAID WEST ONE-HALF (W. 1/2) OF LOT 4 AND A PORTION OF THE EAST LINE OF THE WEST ONE-HALF (W. 1/2) OF LOT 3, BOTH OF SAID BLOCK 2, A DISTANCE OF 742.81 FEET TO A POINT ON THE TOP OF BANK OF THAT CERTAIN LAKE LYING IN SAID LOTS 3 AND 4, AND ALSO LYING IN LOTS 9 AND 10, BLOCK 1, OF SAID PLAT OF SECTION 29; THENCE SOUTH 54°37'34" WEST, A DISTANCE OF 7.21 FEET; THENCE SOUTH 45°20'04" WEST, A DISTANCE OF 17.63 FEET; THENCE SOUTH 37°47'08" WEST, A DISTANCE OF 18.19 FEET; THENCE SOUTH 31°04'36" EAST, A DISTANCE OF 12.50 FEET; THENCE SOUTH 16°47'42" WEST, A DISTANCE OF 43.97 FEET, THE LAST FIVE (5) COURSES AND DISTANCES BEING ALONG THE MEANDERING WESTERLY TOP OF BANK OF SAID LAKE; THENCE SOUTH 76°44'11" EAST, A DISTANCE OF 24.62 FEET; THENCE SOUTH 88°58'16" EAST, A DISTANCE OF 268.99 FEET, THE LAST TWO (2) COURSES AND DISTANCES BEING ALONG THE MEANDERING SOUTHERLY TOP OF BANK OF SAID LAKE; THENCE NORTH 32°17'02" EAST, A DISTANCE OF 30.90 FEET; THENCE NORTH 54°38'05" EAST, A DISTANCE OF 27.21 FEET; THENCE NORTH 81°38'15" EAST, A DISTANCE OF 44.26 FEET; THENCE NORTH 72°24'51" EAST, A DISTANCE OF 24.06 FEET; THENCE NORTH 64°42'20" EAST, A DISTANCE OF 44.10 FEET TO A POINT, SAID POINT BEING 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLE TO THE NORTH LINE OF SAID LOT 10; THENCE NORTH 88°23'05" EAST, ALONG A LINE PARALLEL WITH AND 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLE TO THE SAID NORTH LINE OF LOT 10, A DISTANCE OF 577.84 FEET TO A POINT ON THE WEST LINE OF LOT 8, OF SAID BLOCK 1, THENCE NORTH 01°26'55" WEST, ALONG A PORTION OF THE SAID WEST LINE OF LOT 8, A DISTANCE OF 767.08 FEET TO THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SAID SECTION 29; THENCE NORTH 88°18'55" EAST, ALONG A PORTION OF THE SAID NORTH LINE OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 29, ALSO BEING THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 329.14 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 01°27'09" EAST, ALONG THE EAST LINE OF LOT 8, A DISTANCE OF 1335.34 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 88°30'48" WEST, ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 329.03 FEET TO THE NORTHEAST CORNER OF LOT 11, OF SAID BLOCK 1; THENCE SOUTH 01°27'29" EAST, ALONG THE EAST LINE OF SAID LOT 11, A DISTANCE OF 667.14 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 83°36'56" WEST, ALONG THE SOUTH LINE OF SAID LOT 11, A DISTANCE OF 657.97 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE SOUTH 88°59'26" WEST, ALONG THE SOUTH LINE OF LOT 2, OF SAID BLOCK 2, A DISTANCE OF 642.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 01°31'25" EAST, ALONG THE WEST LINE OF LOT 1, OF SAID BLOCK 2, A DISTANCE OF 669.03 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 01°31'31" EAST, ALONG A PORTION OF THE WEST LINE OF LOT 4, BLOCK 3,

OF THE SAID PLAT OF SECTION 29, A DISTANCE OF 576.54 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL, THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE; THENCE NORTH 01°39'33" WEST, A DISTANCE OF 736.51 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2460.00 FEET, A CENTRAL ANGLE OF 28°38'07" AND AN ARC DISTANCE OF 1229.46 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE TO THE LEFT, THENCE NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2540.00 FEET, A CENTRAL ANGLE OF 29°41'59" AND AN ARC DISTANCE OF 1316.63 FEET TO THE POINT OF TANGENCY; THENCE NORTH 02°43'26" WEST, A DISTANCE OF 98.30 FEET TO A POINT ON THE SAID NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF SECTION 29, THE LAST FOUR (4) COURSES AND DISTANCES BEING ALONG THE SAID EAST RIGHT-OF-WAY LINE OF S.W. 30TH AVENUE; THENCE NORTH 89°48'27" EAST, ALONG A PORTION OF THE SAID NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4), ALSO BEING A PORTION THE NORTH LINE OF LOT 7, OF SAID BLOCK 2, A DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS PARCEL 19:

A PORTION OF LOT 9, BLOCK 3, OF SECTION 29, ACCORDING TO THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29, THENCE SOUTH 37°05'30" EAST, A DISTANCE OF 49.32 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 85°43'02" EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 29, A DISTANCE OF 517.83 FEET; THENCE SOUTH 46°28'16" EAST, A DISTANCE OF 42.29 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE; THENCE SOUTH 01°39'33" EAST, ALONG THE SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 524.84 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON A LINE, SAID LINE BEING 547.62 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST RIGHT-OF-WAY LINE OF S.W. 30TH AVENUE; THENCE NORTH 01°39'33" WEST, ALONG THE LAST HEREIN DESCRIBED LINE, A DISTANCE OF 545.39 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS PARCEL 18:

A PORTION OF SECTION 29, ACCORDING TO THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29; THENCE SOUTH 37°05'30" EAST, A DISTANCE OF 49.32 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 01°39'33" EAST, ALONG THE COINCIDENTAL LINE OF SAID PARCEL 19, AND THE HEREIN DESCRIBED PARCEL 18, A DISTANCE OF 545.38 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON A LINE, SAID LINE BEING 1087.14 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID WEST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE; THENCE NORTH 01°39'33" WEST, A DISTANCE OF 579.49 FEET; THENCE SOUTH 88°12'52" EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 30, A DISTANCE OF 510.52 FEET; THENCE NORTH 88°43'02" EAST, A DISTANCE OF 29.93 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS PARCEL 20:

A PORTION OF LOTS 7 AND 8, BLOCK 3, OF SECTION 29, ACCORDING TO THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29; THENCE SOUTH 37°05'30" EAST, A DISTANCE OF 49.32 FEET; THENCE NORTH 88°43'02" EAST, ALONG A LINE PARALLEL WITH AND 40.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 29, A DISTANCE OF 657.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°43'02" EAST, ALONG THE EAST HEREIN DESCRIBED COURSE, A DISTANCE OF 521.61 FEET; THENCE SOUTH 01°39'33" EAST, A DISTANCE OF 535.52 FEET TO THE NORTH MEAN HIGH WATER LINE OF THE DANIA CUT-OFF CANAL; THENCE MEANDERING WESTERLY ALONG SAID MEAN HIGH WATER LINE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE; THENCE NORTH 01°39'33" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF PROPOSED S.W. 30TH AVENUE, A DISTANCE OF 523.16 FEET; THENCE NORTH 43°31'44" EAST, A DISTANCE OF 42.57 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PROPERTY WHICH IS ALSO KNOWN AS THE AIRPORT PARCEL:

A PORTION OF LOT 8, BLOCK 1, OF SECTION 29, OF THE PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BK20718PG1871



EXHIBIT "B"  
(Page 4 of 4)

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 01°26'55" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°18'55" EAST, ALONG A LINE PARALLEL WITH AND 40.00 SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 329.14 FEET TO A POINT ON THE EAST LINE OF SAID LOT 8; THENCE SOUTH 01°27'09" EAST, ALONG A PORTION OF THE SAID EAST LINE OF LOT 8, A DISTANCE OF 920.34 FEET; THENCE SOUTH 88°30'48" WEST, ALONG A LINE PARALLEL WITH AND 375.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 8, ALSO BEING 1.97 FEET SOUTH OF THE SOUTHWEST CORNER OF THAT CERTAIN AIRPORT CLEAR ZONE AS SHOWN ON A SKETCH AND DESCRIPTION PREPARED BY WILLIAMS, MATFIELD AND STONER, INC. TITLED "CLEAR ZONE - RUNWAY 9-L PART II F.A.R.", DATED 7/28/88, A DISTANCE OF 329.13 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE NORTH 01°28'05" WEST, ALONG A PORTION OF THE SAID WEST LINE OF LOT 8, A DISTANCE OF 192.12 FEET TO A POINT; THENCE NORTH 01°26'55" WEST, ALONG SAID WEST LINE OF LOT 8, A DISTANCE OF 727.08 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA

RECORDED BY THE BROWARD COUNTY CLERK  
IN BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATION

BK20718PG0872

91216881

CONSENT

PORT 95 COMMERCE PARK ASSOCIATION, INC. ("Association") is the grantee and holder of a certain Sidewalk, Drainage, Retention & Utility Easement ("Plat Easement") as dedicated to it on the Plat of Port 95 Commerce Park, pursuant to the Plat thereof, recorded in Plat Book 144, Page 2 of the Public Records of Broward County, Florida.

The Association, in recognition of the easements granted to the City of Hollywood, Florida and recorded simultaneously herewith under Clerk's File Numbers See Schedule A attached hereto (collectively "City Easements"), all of the Public Records of Broward County, Florida, for good and valuable consideration, the receipt of which is hereby acknowledged, agrees for the benefit of the City of Hollywood, Florida that the use of the Easement for the utility purposes described therein by the Association or any other party shall require the written consent of the City of Hollywood, Florida, which consent shall not be unreasonably withheld. The City of Hollywood shall approve or disapprove in writing such use within thirty (30) days of receipt of Association's request. It is recognized and understood that the City of Hollywood's rights under the City Easements shall be paramount to the Association's rights under the Plat Easement.

WITNESSES:

PORT 95 COMMERCE PARK ASSOCIATION, INC.,  
a Florida corporation not-for-profit

Peter D. Slavis  
Candace McQuillan

By: [Signature]

PORT 95 COMMERCE PARK ASSOCIATION, INC.

STATE OF **FLORIDA** )  
COUNTY OF **BROWARD** ) SS:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, JOHN R. Dewar, the President of PORT 95 COMMERCE PARK ASSOCIATION, INC., to me known to be the person who joined in to the foregoing instrument as such officer, and he acknowledged that the execution thereof was his free act and deed as such officer for the uses and purposes therein expressed and that the said instrument is the act and deed of said Association.

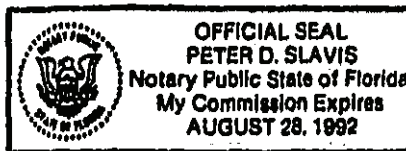
WITNESS my hand and official seal in the County and State last aforesaid, this 6th day of June, 1991.

Record and Return to:  
Peter D. Slavis, Esquire  
Ruden, Barnett, McClosky, Smith, Schuster &  
Russell, P.A.

5355 Town Center Road Suite 902  
Boca Raton, Florida 33486-1068

15S57/5

Peter D Slavis (SEAL)  
Notary Public  
My Commission Expires:



BR18448PG0336

958A



SCHEDULE A

CLERK'S FILE NUMBER:

91216876

91216877

91216880

91216879

BK18448P60337

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
L. A. HESTER  
COUNTY ADMINISTRATOR

Return recorded copy to:

Development Management Division  
115 S. Andrews Avenue, A240  
Fort Lauderdale, FL 33301

Document prepared by:

Paul D'Arelli, Esq.  
Greenberg Traurig, P.A.  
401 E. Las Olas Blvd.  
Fort Lauderdale, FL 33301

**AGREEMENT FOR AMENDMENT  
OF NOTATION ON PLAT**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

Prologis Development Services, Inc.\*, its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the Port 95 Commerce Park Plat, Plat No./Clerk's File No. 19 - UP - 88 hereinafter referred to as "PLAT;" which PLAT or delegation request was approved by the Board of County Commissioners of Broward County on April 1, 2003; and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to the Notation on the face of said PLAT; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of April 1, 2003;

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.

\*with Alandco, Inc. and James R. Hayes.

Approved BCC 4/1/03 #28

Submitted By Dev. Ingn

RETURN TO DOCUMENT CONTROL

2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."

3. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Development Management Division of Broward County  
115 South Andrews Avenue, Room A240  
Fort Lauderdale, FL 33301

For the DEVELOPER:

Prologis Development Services, Inc. Attn: Chuck Sullivan

207-D Kelsey Lane

Tampa, FL 33619

4. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER's expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.

5. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.

6. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.

7. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

8. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

9. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

10. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.

11. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

12. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.

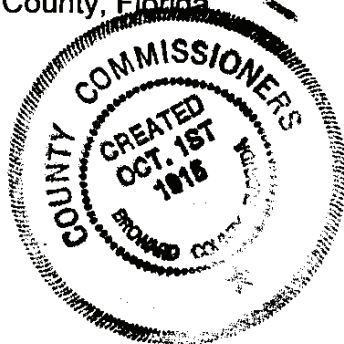
13. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the COUNTY and DEVELOPER have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its Board of County Commissioners, acting by and through its Chair or Vice Chair, authorized to execute same; Prologis Development Services, Inc. acting by and through its Senior Vice President, duly authorized to execute same, Alandco, Inc. acting by and through its Vice President, duly authorized to execute same; and James R. Hayes, individually.

ATTEST:

R. [Signature]  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida



COUNTY

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By [Signature]  
V-MAYOR

2<sup>nd</sup> day of October, 2003

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By [Signature]  
Assistant County Attorney  
26 day of September, 2003



**DEVELOPER-CORPORATION/PARTNERSHIP**

Witnesses (if partnership):

Diane Mikelonis  
(Signature)

Print name: Diane Mikelonis

Amada L. Jones  
(Signature)

Print name: AMANDA L. JONES

Prologis Development Services, Inc.

Name of Developer (corporation/partnership)

By: C. E. Sullivan  
(Signature)

Print Name: Charles E. Sullivan

Title: Senior Vice President

Address: 207-D Kelsey Lane

Tampa, FL 33619

18 day of September, 2003

ATTEST (if corporation):

(CORPORATE SEAL)

\_\_\_\_\_  
(Secretary Signature)

Print Name of Secretary: \_\_\_\_\_

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF Florida )  
COUNTY OF Hillsborough ) SS.

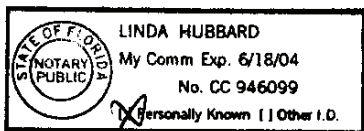
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2003, by Charles Sullivan, as SVP of Prologis Development Services, Inc., a Delaware corporation/partnership, on behalf of the corporation/ partnership. He or she is:

☒ personally known to me, or

☐ produced identification. Type of identification produced \_\_\_\_\_

(Seal)

My commission expires:



NOTARY PUBLIC:

Linda Hubbard

Print name:

LINDA Hubbard



**DEVELOPER (INDIVIDUAL)**

Witnesses:

Pamela E. Hayes  
(Signature)

Print name: Pamela E. Hayes

C. William Nielsen  
(Signature)

Print name: C. WILLIAM NIELSEN

James R. Hayes

Name of Developer (Individual)

James R. Hayes  
(Signature)

Print Name: James R. Hayes

Print address: 5572 NW 80 Terrace  
Parkland, FL 33067

19<sup>th</sup> day of September, 2003

**ACKNOWLEDGMENT - INDIVIDUAL**

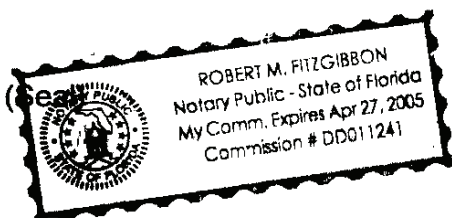
STATE OF FLORIDA )

COUNTY OF Brevard ) SS.

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of September, 2003, by James R. Hayes who is

☒ personally known to me, or

☐ produced identification. Type of identification produced \_\_\_\_\_.



My commission expires:

NOTARY PUBLIC:

Robert M. Fitzgibbon

Print name:

ROBERT M FITZGIBBON

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Port 95 Commerce Park, a portion of Section 20, a replat of a portion of Sections 29 and 30, and all of Township 50 South, Range 42 East, City of Hollywood, Broward County, Florida, Plat Book 144, Page 2.

**EXHIBIT "B"**

**AMENDMENT TO NOTATION ON PLAT**

The existing notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended from:

*The plat is restricted to 660,000 square feet of office, 2,640,000 square feet of industrial and 100,000 square feet of commercial use.*

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

*The plat is restricted to 660,000 square feet of office, 2,640,000 square feet of industrial, and 88,000 square feet of commercial use.*



**EXHIBIT "B" –CONTINUED**

**PLEASE CHECK THE APPROPRIATE BOX OR BOXES.**

**[ ] Expiration of Finding of Adequacy for Plat without an Expiration of a Finding of Adequacy notation or the Finding of Adequacy has expired.**

If a building permit for a principal building (excluding dry models, sales and construction offices) is not issued by \_\_\_\_\_, which date is five (5) years from the date of approval of this note amendment by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued for the amended uses until such time as Broward County makes a subsequent finding that the application satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; **and/or**

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads are not installed by \_\_\_\_\_ which date is five (5) years from the date of approval of the application by Broward County, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the application satisfies the adequacy requirements set forth within this Article. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

**[ ] Air Navigation Hazards.**

Any structure within this Plat shall comply with Section IV D 1. f., Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.

91216877

EASEMENT

THIS INDENTURE made this 6th day of June, 1991, between ALANDCO, INC., a Florida corporation, ("Grantor"), and the CITY OF HOLLYWOOD, a political subdivision of the State of Florida and its successors and/or assigns ("Grantee").

WITNESSETH

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

See Exhibit "A" attached hereto and made a part hereof ("Easement Areas").

and,

WHEREAS, Grantee desires a perpetual easement to operate, maintain, repair and/or replace all water and wastewater mains, pipes, connections, pumps and meters located on or within the Easement Areas; and

WHEREAS, the party of the first part is willing to grant such easement, and

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and one dollar and other good and valuable considerations, Grantor does hereby grant unto Grantee, its successors and assigns, full right and authority to operate, maintain, repair and/or replace all water and wastewater mains, pipes, connections, pumps and meters located on or within the Easement Areas and does hereby grant to Grantee a perpetual easement for the use of the Easement Areas for said purposes subject to all current matters of record. In the event Grantee excavates any portion of the Easement Areas, Grantee shall restore such portion of the Easement Areas to its former condition. Other utility use of the Easement Areas or the placement of above-ground structures upon the Easement Areas shall be subject to the written approval of Grantee, which approval shall not be unreasonably withheld. Grantee shall approve or disapprove such use or placement in writing within thirty (30) days of receipt of Grantor's request.

IN WITNESS WHEREOF, Grantor has caused its corporate name to be hereunto signed and its corporate seal affixed, by its proper officer thereunto duly authorized, on this 6th day of June, A.D. 1991.

WITNESSES:

ALANDCO, INC., a Florida corporation

Peter D. Slavis  
Carolyn McQuillan

By:

John P. Slavis V.P. ALANDCO, INC.  
(CORPORATE SEAL)

JOINED IN BY:

PORT 95 COMMERCE PARK ASSOCIATION, INC.,  
a Florida corporation not-for-profit

Peter D. Slavis  
Carolyn McQuillan

By:

John P. Slavis Pres.

Record and Return to:  
Peter D. Slavis, Esquire  
Ruden, Barnett, McClosky, Smith, Schuster & Russell, P.A.  
5355 Town Center Road Suite 902  
Boca Raton, Florida 33486-1068

91 JUN 6 PM 12 55

EX 18448PG0291

PORT 95 COMMERCE  
PARK ASSOCIATION, INC.

7/2/91

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS:

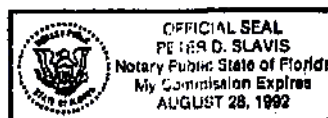
I HEREBY CERTIFY, That on this 6th day of June, 1991, before me personally appeared JOHN R. DEWAR, the Vice-President of ALANDCO, INC., a corporation under the laws of the State of Florida to be known to be the persons described in and who executed the foregoing easement to the City of Hollywood and acknowledged the execution thereof to be his free act and deed as such officer, for the use and purpose herein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature at Ft. Lauderdale in the County of Broward and State of Florida the day and year last aforesaid.

Peter D. Slavis  
Notary Public

My Commission Expires:

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS:

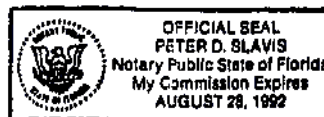


I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, JOHN R. DEWAR, the President of PORT 95 COMMERCE PARK ASSOCIATION, INC., to me known to be the person who joined in to the foregoing instrument as such officer, and he acknowledged that the execution thereof was his free act and deed as such officer for the uses and purposes therein expressed and that the said instrument is the act and deed of said Association.

WITNESS my hand and official seal in the County and State last aforesaid, this 6th day of June, 1991.

Peter D. Slavis (SEAL)  
Notary Public

My Commission Expires:



BK18448FC0292

## DESCRIPTION: EASEMENT FOR LIFT STN. #5 &amp; WASTEWATER METER

A PORTION OF PARCEL A, PORT 95 COMMERCE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 144, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL A; THENCE NORTH 82°29'59" EAST, ALONG A PORTION OF THE NORTH LINE OF SAID PARCEL A, ALSO BEING ALONG A PORTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 84, A DISTANCE OF 42.00 FEET; THENCE SOUTH 07°30'01" EAST, A DISTANCE OF 23.00 FEET; THENCE SOUTH 82°29'59" WEST, ALONG A LINE PARALLEL WITH AND 23.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF PARCEL A, A DISTANCE OF 31.19 FEET TO A POINT, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF MARINA ROAD AS SHOWN ON SAID PORT 95 COMMERCE PARK PLAT, SAID POINT BEARS NORTH 63°14'58" EAST FROM THE RADIUS POINT OF THE NEXT HEREIN DESCRIBED CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 123.00 FEET, A CENTRAL ANGLE OF 11°51'36" AND AN ARC DISTANCE OF 25.46 FEET TO THE POINT OF BEGINNING, THE LAST HEREIN DESCRIBED COURSE AND DISTANCE BEING ALONG THE SAID WEST RIGHT-OF-WAY LINE OF MARINA ROAD.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 830 SQUARE FEET MORE OR LESS.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21HH-6.006(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN NOVEMBER 1988, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN-THOMPSON & ASSOCIATES, INC.

THIS SKETCH IS NOT VALID UNLESS IT  
BEARS AN ORIGINAL SIGNATURE AND  
AN EMBOSSED SURVEYOR'S SEAL.

JON V. NOLTING  
REGISTERED LAND SURVEYOR NO. 4499  
STATE OF FLORIDA

SHEET 1 OF 2 SHEETS  
C00009 D28-A1  
84-0217  
12 NOV 90  
REV. CAPTION 3/21/91

BR18448PC0293



EXHIBIT 'A' - SHEET 2 OF 17  
**Craven Thompson & Associates Inc.**  
ENGINEERS - PLANNERS - SURVEYORS

3563 N.W. 53<sup>RD</sup> STREET, FORT LAUDERDALE, FLORIDA 33309 (305) 739-8400  
5154 OKEECHOBEE BOULEVARD, SUITE 1-D, WEST PALM BEACH, FLORIDA, 33417 (407) 684-1660

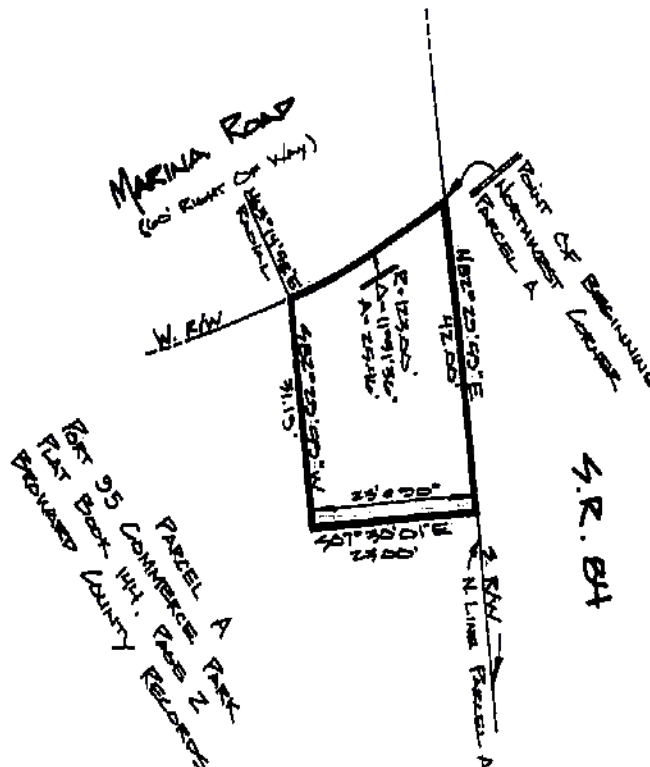
**NOTE**

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

FOR: CRAVEN



SCALE: 1" = 25'



BK 18448 PG 0294

R/W DENOTES RIGHT OF WAY

THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N82°23'49"E ALONG THE NORTH LINE OF PARCEL A, PORT 95 COMMERCIAL PARK, PLAT BOOK 144, PAGE 2, BERNARD COUNTY RECORDS.

DATED: 12 Nov 90

SHEET 2 OF 2  
SKETCH TO ACCOMPANY DESCRIPTION

UPDATES and/or REVISIONS	DATE	BY	CKD

**NOTE** The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

**NOTE** Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO: 84-6215 DRAWN BY: JYN CHECKED BY: T.S. F.E. PG: FILE NO: 84-6215-2



## DESCRIPTION: WATER &amp; FPL EASEMENT

A PORTION OF PARCEL A, PORT 95 COMMERCE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 144, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL A; THENCE NORTH 82°29'59" EAST, ALONG A PORTION OF THE NORTH LINE OF SAID PARCEL A, ALSO BEING ALONG A PORTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 84, A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 82°29'59" EAST, ALONG THE LAST HEREIN DESCRIBED COURSE, A DISTANCE OF 13.00 FEET; THENCE SOUTH 07°30'01" EAST, A DISTANCE OF 15.50 FEET; THENCE SOUTH 82°29'59" WEST, ALONG A LINE PARALLEL WITH AND 15.50 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF PARCEL A, A DISTANCE OF 13.00 FEET; THENCE NORTH 07°30'01" WEST, A DISTANCE OF 15.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 202 SQUARE FEET MORE OR LESS.

THE BEARING REFERENCED HEREIN ARE BASED ON A BEARING OF NORTH 89°29'59" EAST ALONG THE NORTH LINE OF PARCEL A, PORT 95 COMMERCE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 144, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21HH-6.006(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN NOVEMBER 1988, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN-THOMPSON & ASSOCIATES, INC.

THIS SKETCH IS NOT VALID UNLESS IT  
BEARS AN ORIGINAL SIGNATURE AND  
AN EMBOSSED SURVEYOR'S SEAL.

JON V. NOLTING  
REGISTERED LAND SURVEYOR NO. 4499  
STATE OF FLORIDA

SHEET 1 OF 2  
COG09 D28-A3  
84-0217  
18 FEB 91  
REV. CAPTION 3/21/91

BM 18448PC0295



EXHIBIT 'A' - SHEET 4 OF 17  
**Craven · Thompson & Associates Inc.**  
ENGINEERS - PLANNERS - SURVEYORS

3563 N.W. 53<sup>RD</sup> STREET, FORT LAUDERDALE, FLORIDA 33309 (305) 739-8400  
5164 OKEECHOBEE BOULEVARD, SUITE 1-D, WEST PALM BEACH, FLORIDA, 33417 (407) 684-1850

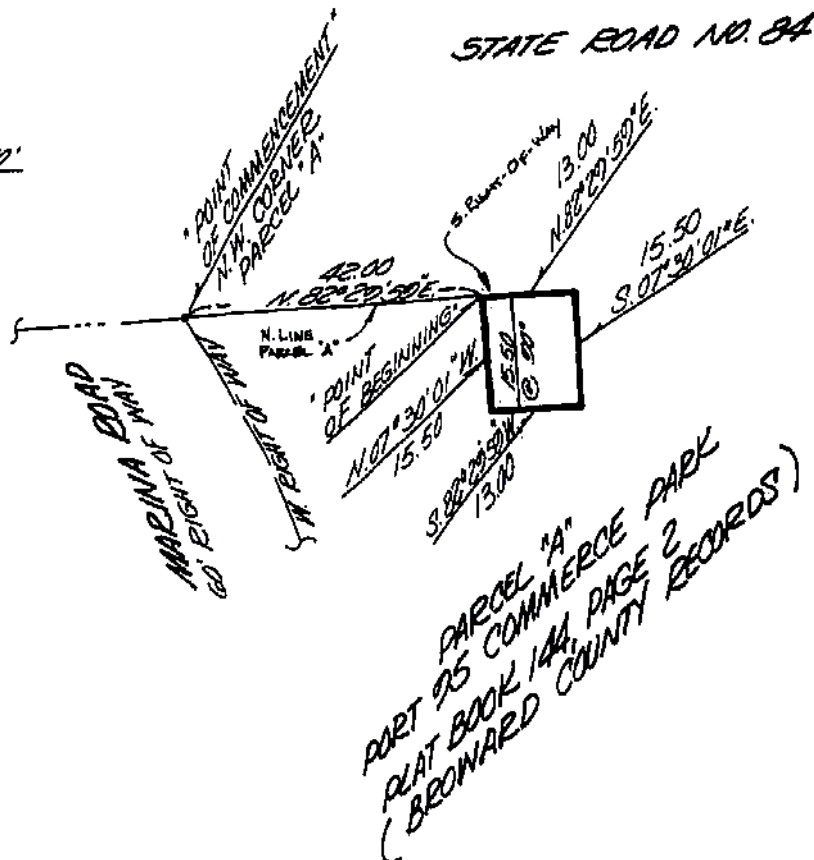
**NOTE**

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

FOR: CASCADE LAND DEVELOPMENT



SCALE: 1" = 20'



SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION

DATED: FEBRUARY 18, 1991

SEE SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CHKD

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO: 84-0217

DRAWN BY: JD

CHECKED BY: JYN

FILE NO: D-2-A3

BT 84-0217-0296

DESCRIPTION: MASTER WATER METER EASEMENT

A PORTION OF PARCEL A, PORT 95 COMMERCE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 144, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL A; THENCE NORTH 82°29'59" EAST ALONG A PORTION OF THE NORTH LINE OF SAID PARCEL A, ALSO BEING ALONG A PORTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD 84 A DISTANCE OF 123.60 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 82°29'59" EAST, ALONG THE LAST HEREIN DESCRIBED COURSE, A DISTANCE OF 30.00 FEET. THENCE SOUTH 07°30'01" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 82°29'59" WEST, ALONG A LINE PARALLEL WITH 30.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID NORTH LINE OF PARCEL A, A DISTANCE OF 30.00 FEET; THENCE NORTH 07°30'01" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 900 SQUARE FEET MORE OR LESS.

CERTIFICATE

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21HH-6.006(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN NOVEMBER 1988, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN-THOMPSON & ASSOCIATES, INC.

THIS SKETCH IS NOT VALID UNLESS IT  
BEARS AN ORIGINAL SIGNATURE AND  
AN EMBOSSED SURVEYOR'S SEAL

JON V. NOLTING  
REGISTERED LAND SURVEYOR NO. 4499  
STATE OF FLORIDA

SHEET 1 OF 2 SHEETS  
COG09 D28-A2  
84-0217  
12 NOV 90  
REV. CAPTION 3/21/91  
REV. 5 APR 91

BT 8448FC0297



EXHIBIT 'A' - SHEET 6 OF 17  
**GRAVEN · THOMPSON & ASSOCIATES INC.**  
ENGINEERS · PLANNERS · SURVEYORS

3583 N.W. 53<sup>RD</sup> STREET, FORT LAUDERDALE, FLORIDA 33309 (305) 730-6400  
5154 OKEECHOBEE BOULEVARD, SUITE 1-D, WEST PALM BEACH, FLORIDA, 33417 (407) 684-1650

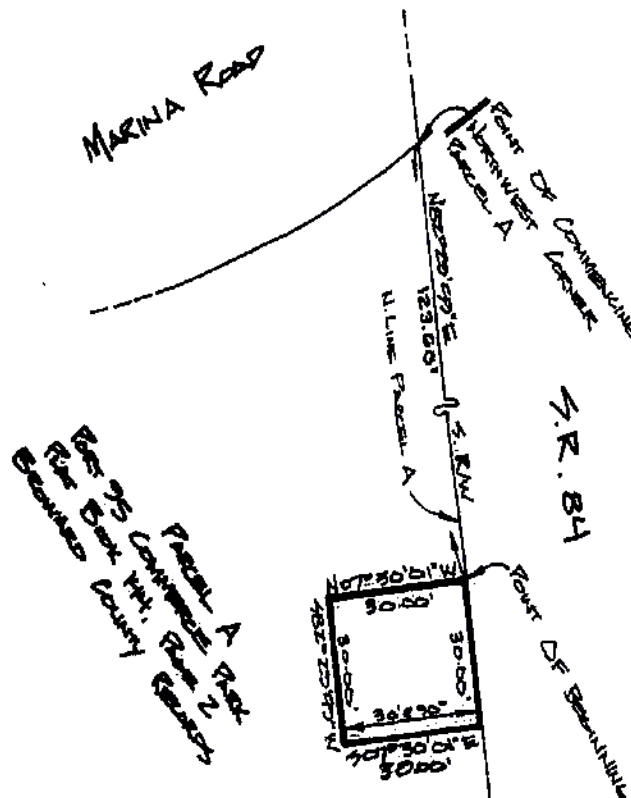
**NOTE**

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

FOR: CHICADE



SCALE: Not To Scale



R/W DENOTES RIGHT OF WAY

THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N 82° 20' 00" E ALONG THE NORTH LINE OF PARCEL A, PORT OF COMMERCIAL PARK, PLAT BOOK 144, PAGE 2, BROWARD COUNTY RECORDS.

DATED: 12 Nov 90

SHEET 2 OF 2  
APPROX TO ACCOMPANY DESCRIPTION

UPDATES AND/OR REVISIONS	DATE	BY	CHK'D
REVISION FROM 24-10-90	24-10-90	JVN	DS

**NOTE** The undersigned and GRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

**NOTE** Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO: 84-821 DRAWN BY: JVN CHECKED BY: T.S. P.E. PO:   FILE NO:  

DKT 84-821-8PC0298



3583 N.W. 53<sup>RD</sup> STREET, FORT LAUDERDALE, FLORIDA 33309 (305) 738-8400  
5154 OKEECHOBEE BOULEVARD, SUITE 1-D, WEST PALM BEACH, FLORIDA, 33417 (407) 684-1850

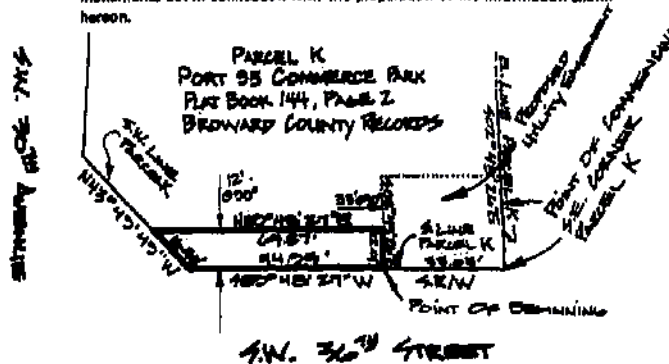
FOR: CHICAGO



SCALE: 1" = 40'

**NOTE**

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.



**DESCRIPTION: WATERMAIN EASEMENT**

A PORTION OF PARCEL K, PORT 95 COMMERCE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 144, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL K; THENCE SOUTH 89°48'27" WEST, ALONG A PORTION OF THE SOUTH LINE OF SAID PORTION K, A DISTANCE OF 33.03 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 33.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID PARCEL K; THENCE SOUTH 89°48'27" WEST, ALONG THE LAST HEREIN DESCRIBED COURSE, A DISTANCE OF 54.95 FEET TO THE SOUTH MOST SOUTHWEST CORNER OF SAID PARCEL K; THENCE NORTH 43°49'49" WEST, ALONG A PORTION OF THE SOUTHWEST LINE OF SAID PARCEL K, A DISTANCE OF 16.58 FEET; THENCE NORTH 89°48'27" EAST, ALONG A LINE PARALLEL WITH AND 12.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE SAID SOUTH LINE OF PARCEL K, A DISTANCE OF 65.87 FEET; THENCE SOUTH 02°43'26" EAST, ALONG A LINE PARALLEL WITH 33.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID EAST LINE OF PARCEL K, A DISTANCE OF 12.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 725 SQUARE FEET MORE OR LESS.

THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF S 89°48'27" W ALONG THE SOUTH LINE OF SAID PARCEL K.

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21HH-6.006(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN NOVEMBER 1988, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN-THOMPSON & ASSOCIATES, INC.

THIS SKETCH IS NOT VALID UNLESS IT  
BEARS AN ORIGINAL SIGNATURE AND  
AN EMBOSSED SURVEYOR'S SEAL

JON V. NOLTING  
REGISTERED LAND SURVEYOR NO. 4499  
STATE OF FLORIDA

DATED: 21 Nov 70

UPDATES and/or REVISIONS	DATE	BY	CKD
REV. CAPTION	3/21/91	REI	

**NOTE** The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected herein pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

**NOTE** Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO. 84-6217	DRAWN BY: JVN	CHECKED BY: T.S.	F.S.	PQ.	FILE NO. 62-84
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NOTE: THE BEARING SHOWN HEREON  
ARE BASED ON PLOT 99, COMMERCIAL  
PARK, PLAT BOOK 144, PAGE 2,  
BROWARD COUNTY RECORDS.

[illegible]

THIS SKETCH IS NOT VALID UNLESS IT  
BEARS A PERSONAL SIGNATURE AND  
AN EMBOSSED SURVEYOR'S SEAL  
JON V. WOLTING  
REGISTERED LAND SURVEYOR NO. 4499  
STATE OF FLORIDA

JOB NO. 84-0217	DRAWN BY: JVN	CHECKED BY: <i>[Signature]</i>	F.B.	PQ.	FILE NO. 84-0217-1
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AK-18448 PG0300

## DESCRIPTION: EASEMENT FOR LIFT STN. #1

A PORTION OF PARCEL B, PORT 95 COMMERCE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 144, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL B, SAID CORNER BEARING SOUTH 78°06'40" EAST FROM THE RADIUS POINT OF THE NEXT HEREIN DESCRIBED CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2460.00 FEET, A CENTRAL ANGLE OF 1°15'30" AND AN ARC DISTANCE OF 54.27 FEET; THENCE NORTH 79°22'29" WEST, ALONG A BEARING RADIAL TO THE LAST HEREIN DESCRIBED CURVE, A DISTANCE OF 12.00 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE BEING CONCENTRIC TO THE LAST HEREIN DESCRIBED CURVE; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2448.00 FEET, A CENTRAL ANGLE OF 2°35'56" AND AN ARC DISTANCE OF 111.04 FEET, THE LAST THREE (3) HEREIN DESCRIBED COURSES AND DISTANCES BEING ALONG THE EAST LINE OF SAID PARCEL B, ALSO BEING ALONG THE WEST RIGHT-OF-WAY LINE OF S.W. 30TH AVENUE AS SHOWN ON SAID PORT 95 COMMERCE PARK PLAT; THENCE NORTH 81°58'25" WEST, ALONG A BEARING RADIAL TO THE LAST HEREIN DESCRIBED CURVE, A DISTANCE OF 30.68 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWESTERLY CORNER OF THAT CERTAIN ACCESS EASEMENT AS SHOWN ON SAID PORT 95 COMMERCE PARK PLAT; THENCE NORTH 36°01'32" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 82°03'32" WEST, ALONG A BEARING RADIAL TO THE NEXT HEREIN DESCRIBED CURVE, A DISTANCE OF 11.84 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE BEING CONCENTRIC TO THE LAST HEREIN DESCRIBED CURVE; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2402.00 FEET, A CENTRAL ANGLE OF 0°41'08" AND AN ARC DISTANCE OF 28.74 FEET TO A POINT ON THE SOUTHEAST LINE OF TREE PRESERVATION AREA A, AS SHOWN ON A CONSERVATION COVENANT RECORDED IN OFFICIAL RECORDS BOOK 16603, PAGE 943 OF THE SAID PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 51°03'37" EAST, ALONG A PORTION OF SAID SOUTHEAST LINE OF TREE PRESERVATION AREA A, A DISTANCE OF 37.35 FEET TO A POINT ON THE WEST LINE OF THAT CERTAIN 20' SIDEWALK, DRAINAGE, RETENTION & UTILITY EASEMENT AS SHOWN ON SAID PORT 95 COMMERCE PARK PLAT, SAID POINT BEARING SOUTH 83°22'50" EAST FROM THE RADIUS POINT OF THE NEXT HEREIN DESCRIBED CURVE TO THE RIGHT, SAID CURVE BEING CONCENTRIC TO THE LAST HEREIN DESCRIBED CURVE; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2428.00 FEET, A CENTRAL ANGLE OF 1°09'23" AND AN ARC DISTANCE OF 49.00 FEET TO A POINT ON THE NORTHWEST LINE OF SAID ACCESS EASEMENT, THE LAST HEREIN DESCRIBED COURSE AND DISTANCE BEING ALONG THE SAID WEST LINE OF THAT CERTAIN 20' SIDEWALK, DRAINAGE, RETENTION & UTILITY EASEMENT; THENCE SOUTH 53°08'42" WEST, ALONG A PORTION OF THE SAID NORTHWEST LINE OF THAT CERTAIN ACCESS EASEMENT, A DISTANCE OF 15.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 1090 SQUARE FEET MORE OR LESS.

## CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21HH-6.006(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN NOVEMBER 1988, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN-THOMPSON & ASSOCIATES, INC.

THIS SKETCH IS NOT VALID UNLESS IT  
BEARS AN ORIGINAL SIGNATURE AND  
AN EMBOSSED SURVEYOR'S SEAL

JON V. NOLTING  
REGISTERED LAND SURVEYOR NO. 4499  
STATE OF FLORIDA

SHEET 1 OF 2  
00009 D28-B2  
84-0217  
29 NOV 90  
REV. CAPTION 3/21/91

BT 18648PC0301



EXHIBIT 'A' - SHEET 10 OF 17  
**CRAVEN · THOMPSON & ASSOCIATES INC.**  
 ENGINEERS - PLANNERS - SURVEYORS

3683 N.W. 53<sup>RD</sup> STREET, FORT LAUDERDALE, FLORIDA 33309 (305) 739-8400  
 5154 OKEECHOBEE BOULEVARD, SUITE 1-D, WEST PALM BEACH, FLORIDA, 33417 (407) 884-1850

**NOTE**

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

FOR: CASCADE

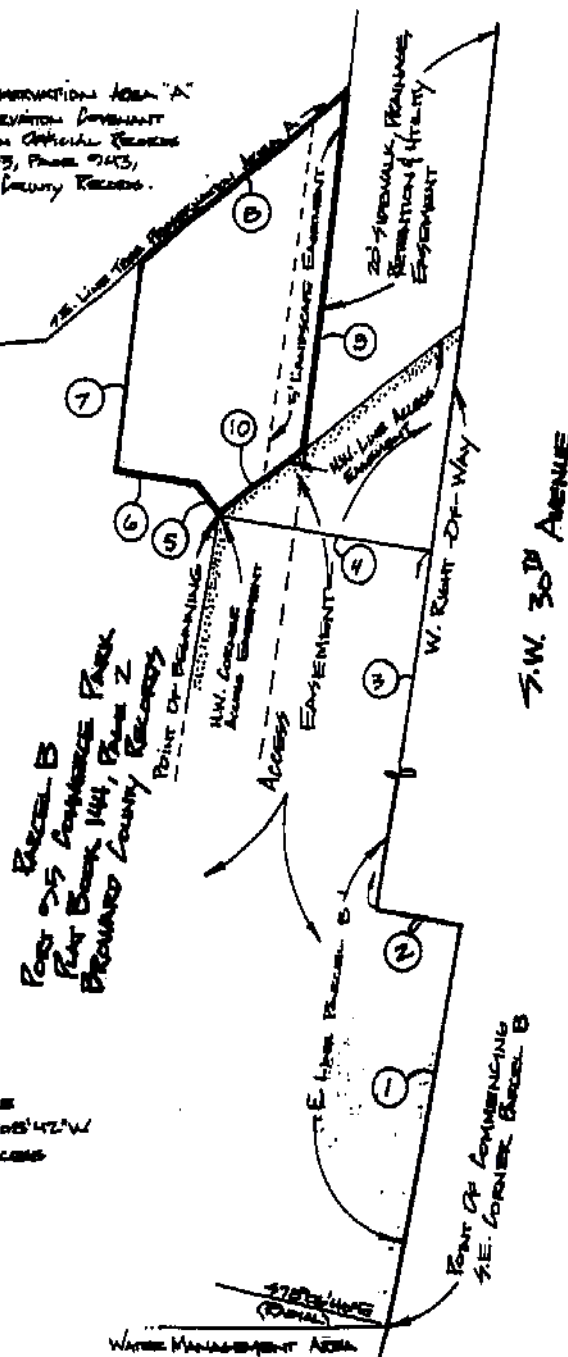


SCALE: 1" = 20'

1. R=2460.00'  
Δ=1°15'50"  
A=54.27'
2. N79°22'29"W, 12.00' (RADIAL)
3. R=2448.00'  
Δ=2°35'56"  
A=111.04'
4. N81°58'25"W, 30.68' (RADIAL)
5. N36°01'32"W, 5.00'
6. N82°03'32"W, 11.84' (RADIAL)
7. R=2402.00'  
Δ=0°41'08"  
A=28.74'
8. N51°03'37"E, 37.35'
9. R=2428.00'  
Δ=1°09'23"  
A=49.00'
10. S53°08'42"W, 15.04'

ALL INFORMATION SHOWN HEREON  
 IS BASED ON PORT OF COMMENCEMENT  
 PARK, PLAT BOOK 144, PAGE 2,  
 BROWARD COUNTY RECORDS.

THE BEGINNING SHOWN HEREON ARE  
 BASED ON A BEARING OF 44°08'42"W  
 ALONG THE N.W. LINE OF THE ACCESS  
 EASEMENT SHOWN HEREON.



BR18448PG0302

DATED: 23 Nov 90

SHEET 2 OF 2

SHEET TO ACCOMPANY DESCRIPTION

UPDATES and/or REVISIONS	DATE	BY	CHKD

**NOTE** The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

**NOTE** Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO: 84-6213 DRAWN BY: JVN CHECKED BY: DBF75 F.B. PG: FILE NO: 84-6213

## DESCRIPTION: WATER &amp; WASTEWATER EASEMENTS - PARCEL 'E'

A PORTION OF PARCEL E, PORT 95 COMMERCE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 144, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL E; THENCE SOUTH 17°50'28" WEST, ALONG A PORTION OF THE EAST LINE OF SAID PARCEL E, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF S.W. 30TH AVENUE AS SHOWN ON SAID PORT 95 COMMERCE PARK PLAT. A DISTANCE OF 50.41 FEET TO A POINT SAID POINT BEARING SOUTH 73°52'05" EAST FROM THE RADIUS POINT OF THE NEXT HEREIN DESCRIBED CURVE TO THE RIGHT; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2448.00 FEET, A CENTRAL ANGLE OF 4°32'32" AND AN ARC DISTANCE OF 194.07 FEET, THE LAST HEREIN DESCRIBED COURSE AND DISTANCE BEING ALONG THE SAID EAST LINE OF PARCEL E, ALSO BEING ALONG THE SAID WEST RIGHT-OF-WAY LINE OF S.W. 30TH AVENUE; THENCE NORTH 89°36'38" WEST, ALONG A BEARING NOT RADIAL TO THE LAST HEREIN DESCRIBED CURVE. A DISTANCE OF 21.33 FEET TO THE POINT OF BEGINNING. SAID POINT BEING ON THE WEST LINE OF THAT CERTAIN SIDEWALK, DRAINAGE, RETENTION AND UTILITY EASEMENT AS SHOWN ON SAID PORT 95 COMMERCE PARK PLAT. SAID POINT BEARING SOUTH 69°09'05" EAST FROM THE RADIUS POINT OF THE NEXT HEREIN DESCRIBED CURVE TO THE RIGHT, SAID CURVE BEING CONCENTRIC TO THE LAST HEREIN DESCRIBED CURVE; THENCE SOUTHWESTERLY, ALONG SAID WEST LINE OF THAT CERTAIN SIDEWALK, DRAINAGE, RETENTION AND UTILITY EASEMENT, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2428.00 FEET, A CENTRAL ANGLE OF 0°18'09" AND AN ARC DISTANCE OF 12.82 FEET; THENCE NORTH 89°36'38" WEST, ALONG A BEARING NOT RADIAL TO THE LAST HEREIN DESCRIBED CURVE, A DISTANCE OF 59.17 FEET; THENCE SOUTH 06°22'18" EAST, A DISTANCE OF 136.72 FEET TO A POINT ON THE SAID WEST LINE OF THAT CERTAIN SIDEWALK, DRAINAGE, RETENTION AND UTILITY EASEMENT, SAID POINT BEARING SOUTH 65°30'26" EAST FROM THE RADIUS POINT OF THE NEXT HEREIN DESCRIBED CURVE TO THE RIGHT, SAID CURVE BEING CONCENTRIC TO THE LAST HEREIN DESCRIBED CURVE; THENCE SOUTHWESTERLY, ALONG SAID WEST LINE OF THAT CERTAIN SIDEWALK, DRAINAGE, RETENTION AND UTILITY EASEMENT, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2440.00 FEET, A CENTRAL ANGLE OF 0°32'42" AND AN ARC DISTANCE OF 23.21 FEET; THENCE NORTH 06°22'18" WEST, ALONG A BEARING NOT RADIAL TO THE LAST HEREIN DESCRIBED CURVE, A DISTANCE OF 148.50 FEET; THENCE NORTH 89°43'08" WEST, A DISTANCE OF 507.49 FEET; THENCE SOUTH 00°10'20" EAST, A DISTANCE OF 277.51 FEET; THENCE NORTH 89°51'24" EAST, A DISTANCE OF 11.79 FEET; THENCE SOUTH 00°10'20" EAST, A DISTANCE OF 203.35 FEET; THENCE SOUTH 37°27'25" EAST, A DISTANCE OF 78.80 FEET; THENCE SOUTH 86°16'25" EAST, A DISTANCE OF 272.25 FEET TO A POINT ON THE SAID WEST LINE OF THAT CERTAIN SIDEWALK, DRAINAGE, RETENTION AND UTILITY EASEMENT, SAID POINT BEARING NORTH 71°17'20" WEST FROM THE RADIUS POINT OF THE NEXT HEREIN DESCRIBED CURVE TO THE LEFT; THENCE SOUTHWESTERLY, ALONG THE SAID WEST LINE OF THAT CERTAIN SIDEWALK, DRAINAGE, RETENTION AND UTILITY EASEMENT, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2572.00 FEET, A CENTRAL ANGLE OF 0°16'36" AND AN ARC DISTANCE OF 12.41 FEET; THENCE NORTH 86°16'25" WEST, ALONG A BEARING NOT RADIAL TO THE LAST HEREIN DESCRIBED CURVE, A DISTANCE OF 149.51 FEET; THENCE SOUTH 74°04'21" EAST, A DISTANCE OF 144.94 FEET TO A POINT ON THE SAID WEST LINE OF THAT CERTAIN SIDEWALK, DRAINAGE, RETENTION AND UTILITY EASEMENT. SAID POINT BEARING NORTH 72°16'12" WEST FROM THE RADIUS POINT OF THE NEXT HEREIN DESCRIBED CURVE. SAID RADIUS POINT BEING THE SAME RADIUS POINT AS THE LAST HEREIN DESCRIBED CURVE; THENCE SOUTHWESTERLY, ALONG THE SAID WEST LINE OF THAT CERTAIN SIDEWALK, DRAINAGE, RETENTION AND UTILITY EASEMENT, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2572.00 FEET, A CENTRAL ANGLE OF 0°16'03" AND AN ARC DISTANCE OF 12.01 FEET; THENCE NORTH 74°04'21" WEST, A DISTANCE OF 146.21 FEET; THENCE NORTH 86°21'15" WEST, A DISTANCE OF 111.01

BK18448FC0303



FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 27.02 FEET; THENCE  
 SOUTH 90°00'00" WEST, A DISTANCE OF 12.00 FEET; THENCE  
 NORTH 00°00'00" WEST, A DISTANCE OF 27.79 FEET; THENCE  
 NORTH 86°21'15" WEST, A DISTANCE OF 50.47 FEET; THENCE  
 SOUTH 00°10'20" EAST, A DISTANCE OF 7.53 FEET; THENCE  
 NORTH 89°11'32" EAST, A DISTANCE OF 22.54 FEET; THENCE  
 SOUTH 00°48'28" EAST, A DISTANCE OF 12.00 FEET; THENCE  
 SOUTH 89°11'32" WEST, A DISTANCE OF 34.68 FEET; THENCE  
 NORTH 00°10'20" WEST, A DISTANCE OF 361.74 FEET; THENCE  
 SOUTH 89°49'40" WEST, A DISTANCE OF 11.00 FEET; THENCE  
 NORTH 00°10'20" WEST, A DISTANCE OF 12.00 FEET; THENCE  
 NORTH 89°49'40" EAST, A DISTANCE OF 11.00 FEET; THENCE  
 NORTH 00°10'20" WEST, A DISTANCE OF 209.22 FEET; THENCE  
 NORTH 89°43'08" WEST, A DISTANCE OF 20.26 FEET; THENCE  
 NORTH 00°23'23" EAST, A DISTANCE OF 22.47 FEET; THENCE  
 SOUTH 89°36'37" EAST, A DISTANCE OF 182.06 FEET; THENCE  
 NORTH 00°23'23" EAST, A DISTANCE OF 15.68 FEET; THENCE  
 SOUTH 89°36'37" EAST, A DISTANCE OF 12.00 FEET; THENCE  
 SOUTH 00°23'23" WEST, A DISTANCE OF 15.68 FEET; THENCE  
 SOUTH 89°36'37" EAST, A DISTANCE OF 420.33 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA AND CONTAINING 0.796 ACRES MORE OR LESS.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21HH-6.006(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN NOVEMBER 1988, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN-THOMPSON & ASSOCIATES, INC.

THIS SKETCH IS NOT VALID UNLESS IT  
 BEARS AN ORIGINAL SIGNATURE AND  
 AN EMBOSSED SURVEYOR'S SEAL

JON V. MOLTING  
 REGISTERED LAND SURVEYOR NO. 4499  
 STATE OF FLORIDA

SHEET 2 OF 4  
 COG09 D28-E1  
 84-0217  
 18 JAN 91

BT18448PC0304





EXHIBIT 'A' - SHEET 13 OF 17  
**GRAVEN · THOMPSON & ASSOCIATES INC.**  
ENGINEERS - PLANNERS - SURVEYORS

• 3583 N.W. 53<sup>RD</sup> STREET, FORT LAUDERDALE, FLORIDA 33309 (305) 739-8400  
5154 OKEECHOBEE BOULEVARD, SUITE 1-D, WEST PALM BEACH, FLORIDA, 33417 (407) 684-1850

FOR: CASCADE

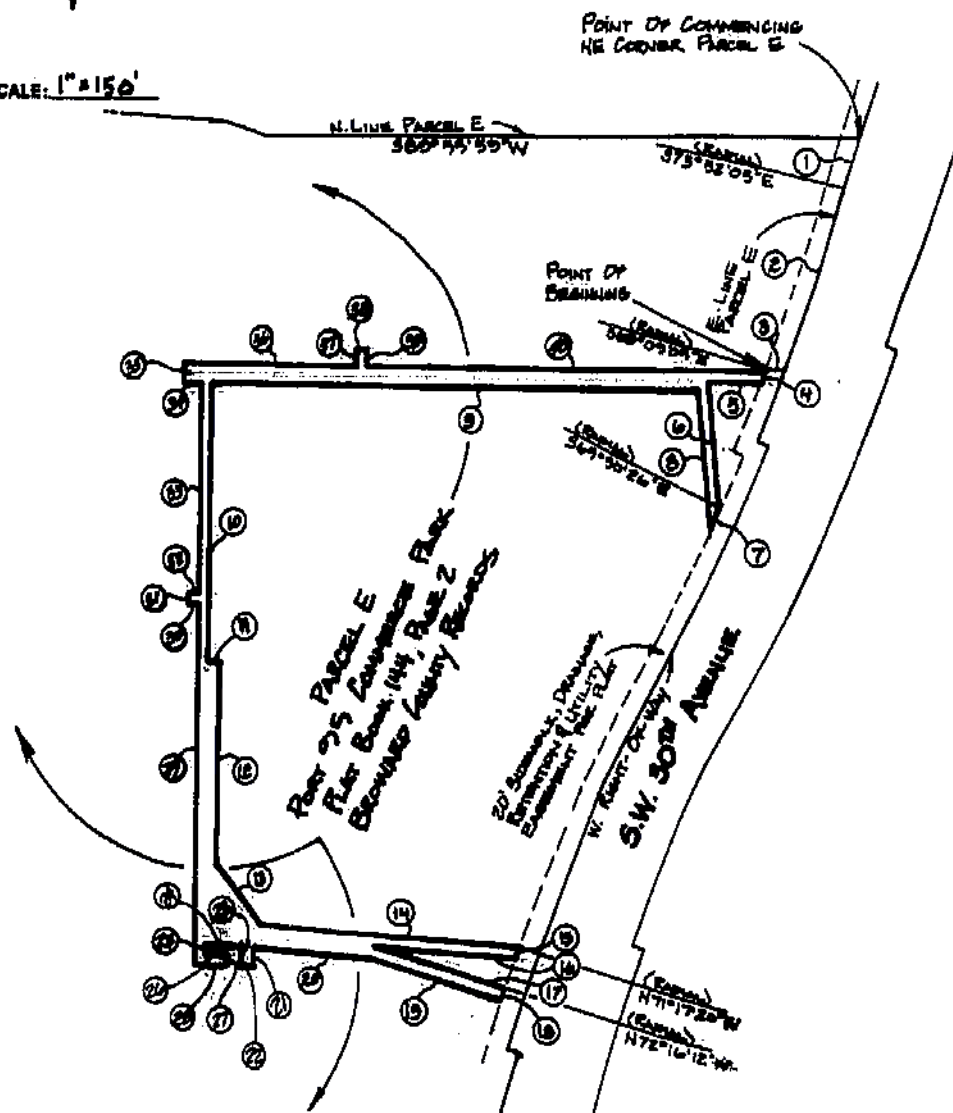


SCALE: 1" = 150'

**NOTE**

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

NOTE: THE BEARINGS REFERENCED HEREON ARE BASED ON A BEARING OF  $88^{\circ}55'50''$ W ALONG A NORTH LINE OF PARCEL E, PORT 95 COMMERCIAL PARK, PLAT BOOK 144.



BT 8448 PC0305

SHEET 3 OF 4

DATED: 18 Jan 91

**SKETCH TO ACCOMPANY DESCRIPTION**

UPDATES and/or REVISIONS	DATE	BY	CKD

**NOTE** The undersigned and GRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

**NOTE** Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO. 84-0217

DRAWN BY: JVN

CHECKED BY: T.I.

F.B.N.

PG.

FILE NO. 84-0217



EXHIBIT 'A' - SHEET 14 OF 17  
**Craven · Thompson & Associates Inc.**  
ENGINEERS · PLANNERS · SURVEYORS

3863 N.W. 53<sup>RD</sup> STREET, FORT LAUDERDALE, FLORIDA 33309 (305) 739-6400  
5154 OKEECHOBEE BOULEVARD, SUITE 1-D, WEST PALM BEACH, FLORIDA, 33417 (407) 684-1850

**NOTE**

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

FOR: CASCADE

1. S17°50'28"W, 50.41'
2. R=2448.00'  
=4°32'32"  
A=194.07'
3. N89°36'38"W, 21.33'
4. R=2428.00'  
=0°18'09"  
A=12.82'
5. N89°36'38"W, 59.17'
6. S06°22'18"E, 136.72'
7. R=2440.00'  
=0°32'42"  
A=23.21'
8. N06°22'18"W, 148.50'
9. N89°43'08"W, 507.49'
10. S00°10'20"E, 277.51'
11. N89°51'24"E, 11.79'
12. S00°10'20"E, 203.35'
13. S37°27'25"E, 78.80'
14. S86°16'25"E, 272.25'
15. R=2572.00'  
=0°16'36"  
A=12.41'
16. N86°16'25"W, 149.51'
17. S74°04'21"E, 144.94'
18. R=2572.00'  
=0°16'03"  
A=12.01'
19. N74°04'21"W, 146.21'
20. N86°21'15"W, 111.01'
21. S00°00'00"E, 27.02'
22. S90°00'00"W, 12.00'
23. N00°00'00"W, 23.79'
24. N86°21'15"W, 50.47'
25. S00°10'20"E, 7.53'
26. N89°11'32"E, 22.54'
27. S00°48'28"E, 12.00'
28. S89°11'32"W, 34.68'
29. N00°10'20"W, 361.74'
30. S89°49'40"W, 11.00'
31. N00°10'20"W, 12.00'
32. N89°49'40"E, 11.00'
33. N00°10'20"W, 209.22'
34. N89°43'08"W, 20.26'
35. N00°23'23"E, 22.47'
36. S89°36'37"E, 182.06'
37. N00°23'23"E, 15.68'
38. S89°36'37"E, 12.00'
39. S00°23'23"W, 15.68'
40. S89°36'37"E, 420.33'

BR18448PC0306

DATED: 15 Jan 01

SHEET 4 OF 4  
TABLE TO ACCOMPANY SKETCH

UPDATES AND/OR REVISIONS	DATE	BY	CHKD

**NOTE** The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

**NOTE** Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO: 44-22-17 DRAWN BY: JVN CHECKED BY:   P.E. N/A P.O.   FILE NO: N/A

## DESCRIPTION: EASEMENT FOR LIFT STN. #3

A PORTION OF PARCEL I, PORT 95 COMMERCE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 144 PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH MOST NORTHEAST CORNER OF SAID PARCEL I; THENCE SOUTH 88°43'02" WEST A DISTANCE OF 331.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 7693.97 FEET A CENTRAL ANGLE OF 1°43'00" AND AN ARC DISTANCE OF 230.51 FEET, THE LAST TWO (2) HEREIN DESCRIBED COURSES AND DISTANCES BEING ALONG THE NORTH LINE OF SAID PARCEL I, ALSO BEING ALONG THE SOUTH RIGHT-OF-WAY LINE OF S.W. 42ND STREET AS SHOWN ON SAID PORT 95 COMMERCE PARK PLAT THENCE SOUTH 00°26'01" WEST, ALONG A BEARING RADIAL TO THE LAST HEREIN DESCRIBED CURVE, A DISTANCE OF 29.79 FEET TO THE POINT OF BEGINNING SAID POINT BEING THE SOUTHWEST CORNER OF THAT CERTAIN ACCESS EASEMENT AS SHOWN ON SAID PORT 95 COMMERCE PARK PLAT; THENCE SOUTH 45°08'13" WEST, A DISTANCE OF 12.00 FEET, THENCE NORTH 89°51'47" WEST, A DISTANCE OF 13.51 FEET; THENCE SOUTH 00°08'13" WEST, A DISTANCE OF 16.51 FEET, THENCE NORTH 89°51'47" WEST, A DISTANCE OF 40.08 FEET; THENCE NORTH 00°53'30" EAST, ALONG A BEARING RADIAL TO THE LAST HEREIN DESCRIBED CURVE, A DISTANCE OF 35.36 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, SAID CURVE BEING CONCENTRIC TO THE LAST HEREIN DESCRIBED CURVE, SAID POINT BEING ON THE SOUTH LINE OF THAT CERTAIN 20' SIDEWALK, DRAINAGE, RETENTION & UTILITY EASEMENT AS SHOWN ON SAID PORT 95 COMMERCE PARK PLAT; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 7713.97 FEET, A CENTRAL ANGLE OF 00°23'03" AND AN ARC DISTANCE OF 51.72 FEET TO A POINT ON THE SOUTHWEST LINE OF SAID CERTAIN ACCESS EASEMENT AS SHOWN ON SAID PORT 95 COMMERCE PARK PLAT THE LAST HEREIN DESCRIBED COURSE AND DISTANCE BEING ALONG THE SAID SOUTH LINE OF THAT CERTAIN 20' SIDEWALK, DRAINAGE, RETENTION & UTILITY EASEMENT. THENCE SOUTH 45°00'55" EAST, ALONG SAID SOUTHWEST LINE, A DISTANCE OF 13.96 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY FLORIDA AND CONTAINING 1719 SQUARE FEET MORE OR LESS.

## CERTIFICATE

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21HH-6.006(1), MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, IN NOVEMBER 1988, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN-THOMPSON & ASSOCIATES, INC.

THIS SKETCH IS NOT VALID UNLESS IT  
BEARS AN ORIGINAL SIGNATURE AND  
AN EMBOSSED SURVEYOR'S SEAL

JON V. NOLTING  
REGISTERED LAND SURVEYOR NO. 4499  
STATE OF FLORIDA

SHEET 1 OF 2 SHEETS  
COG09 D28-11  
13 NOV 90  
84-0217  
REV. CAPTION 3/21/91

BE 18448P60307

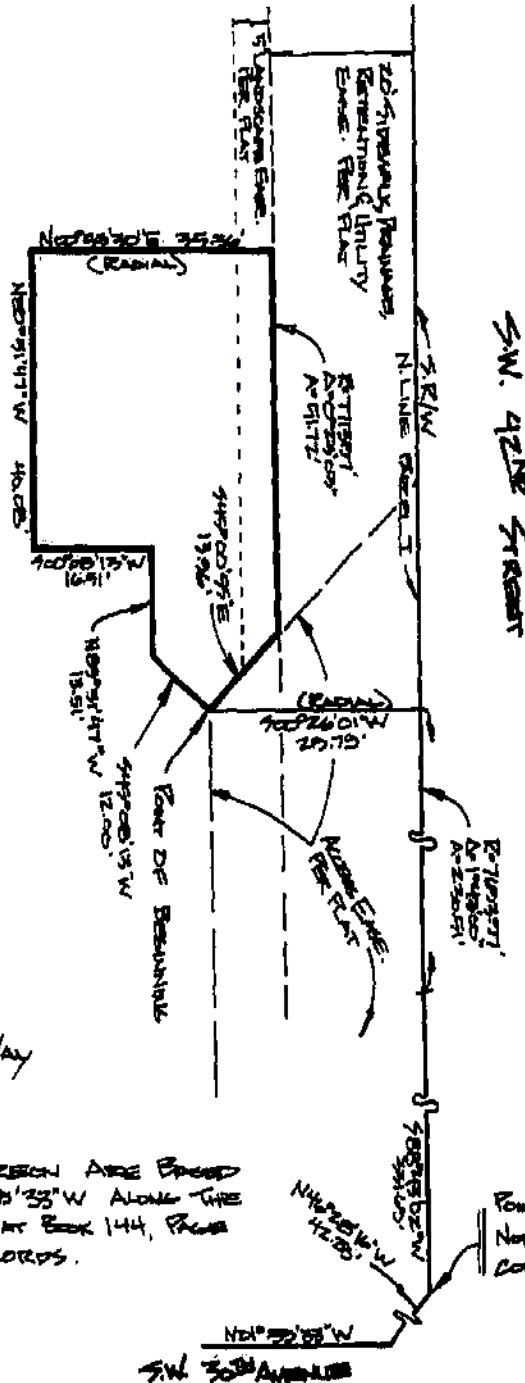
## ENGINEERS - PLANNERS - SURVEYORS

**NOTE**

FOR: ACADE



PARCEL I  
 POOR 95 LOWMEANS PARK  
 RIVER BRICK PATH, TRACT 2  
 BROWN COUNTY KANSAS



THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N10°33'33"W ALONG THE EAST LINE OF PARCEL I, PLAT BOOK 144, PAGE 2, BROWARD COUNTY RECORDS.

POINT OF COMMENCING  
NORTH MOST NORTHEAST  
CORNER PARCEL I.

SHEET 2 OF 2 SHEETS  
SHEET TO ACCOMPANY DESCRIPTION

UPDATES and/or REVISIONS	DATE	BY	CKD

**NOTE:** Lands shown hereon were not abstracted for right-of-way and/or easements of record.

**FILE NO:** C-90-17

**CRAVEN · THOMPSON & ASSOCIATES INC.**

ENGINEERS · PLANNERS · SURVEYORS

• 3683 N.W. 53<sup>RD</sup> STREET, FORT LAUDERDALE, FLORIDA 33309 (305) 739-8400  
 5154 OKEECHOBEE BOULEVARD, SUITE 1-D, WEST PALM BEACH, FLORIDA, 33417 (407) 684-1650

**FPL WATERMAIN EASEMENT**FOR: **ALANDCO, INC.****NOTE**

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.



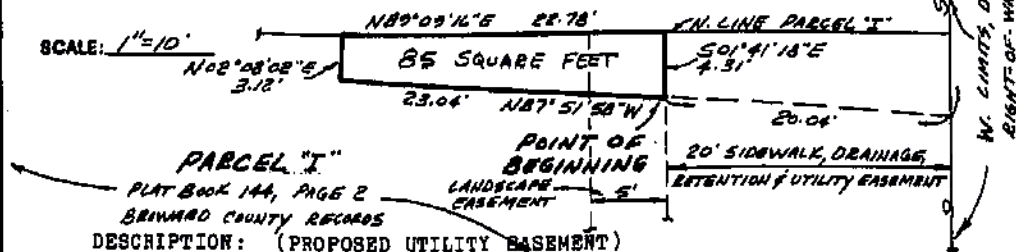
S. LINE N.E. 1/4 SECTION 30-50-42  
 N. LINE S.E. 1/4 SECTION 30-50-42

NOTE: THE BEARINGS AND DISTANCES ARE BASED ON A BEARING OF NORTH 01°41'18" EAST ALONG A NORTH LINE OF PARCEL "I", PLAT 94, COMMERCIAL PARK, PLAT BOOK 144, PAGE 2, BROWARD COUNTY RECORDS.

POINT OF COMMENCEMENT  
 N.W. CORNER, DEDICATED  
 RIGHT-OF-WAY

S.W. 42ND  
 STREET

SCALE: 1"=10'



**PARCEL "I"**  
 PLAT BOOK 144, PAGE 2  
 BROWARD COUNTY RECORDS  
 DESCRIPTION: (PROPOSED UTILITY EASEMENT)

A PORTION OF PARCEL "I", "PORT 95 COMMERCIAL PARK", ACCORDING TO THE PLAT THEREOF. AS RECORDED IN PLAT BOOK 144, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE DEDICATED RIGHT-OF-WAY FOR S. W. 42ND STREET AS SHOWN ON SHEET 6 OF THE SAID PLAT OF "PORT 95 COMMERCIAL PARK"; THENCE SOUTH 01°41'18" EAST, ALONG THE WEST LIMITS OF SAID DEDICATED RIGHT-OF-WAY LINE, A DISTANCE OF 55.37 FEET; THENCE NORTH 87°51'58" WEST, A DISTANCE OF 20.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING ON THE WEST LINE OF THE 20 FOOT SIDEWALK, DRAINAGE, RETENTION & UTILITY EASEMENT AS SHOWN ON THE SAID PLAT OF "PORT 95 COMMERCIAL PARK"; THENCE CONTINUE NORTH 87°51'58" WEST, A DISTANCE OF 23.04 FEET; THENCE NORTH 02°08'02" EAST, A DISTANCE OF 3.12 FEET TO A POINT ON A NORTHERLY LINE OF SAID PARCEL "I"; THENCE NORTH 89°09'16" EAST, ALONG A PORTION OF THE SAID NORTHERLY LINE, A DISTANCE OF 22.78 FEET; THENCE SOUTH 01°41'18" EAST, ALONG THE SAID WEST LINE THE 20 FOOT SIDEWALK, DRAINAGE, RETENTION & UTILITY EASEMENT, A DISTANCE OF 4.31 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA, CONTAINING 85 SQUARE FEET MORE OR LESS.

**CERTIFICATE:**

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO CHAPTER 21HH-6.006(1), 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 AS AMENDED, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CRAVEN-THOMPSON &amp; ASSOCIATES INC.

THIS SKETCH IS NOT VALID UNLESS IT  
 BEARS AN ORIGINAL SIGNATURE AND  
 AN EMBOSSED SURVEYOR'S SEAL

DATE: APRIL 23, 1991

RECORDED IN THE OFFICIAL RECORDS BOOK  
 OF BROWARD COUNTY, FLORIDA

L. A. HESTER

COUNTY ADMINISTRATOR

JON V. NOLTINO  
 PROFESSIONAL LAND SURVEYOR NO. 4499  
 STATE OF FLORIDA

DATED: 4-23-91

UPDATES and/or REVISIONS	DATE	BY	CHKD

NOTE The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, right-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.

NOTE Lands shown hereon were not abstracted for right-of-way and/or easements of record.

JOB NO: 84-8217

DRAWN BY: T.S.

CHECKED BY: WAT

P.B. N/A

PG.

FILE NO:

3188648

Code 9-028-14

BK 18448 PC0309



DECLARATION OF COVENANTS, AGREEMENTS AND  
RELEASE

This Declaration of Covenants, Agreements and Release is made this \_\_\_\_ day of December, 1993, by and between ALANDCO, INC., a Florida corporation ("Alandco") and KENNETH ZUGAR, JR. AND ARLENE E. ZUGAR, his wife ("Zugar")

R E C I T A T I O N S

- A. Alandco is the owner of the real property situate, lying and being in Broward County, Florida described on Exhibit "A" attached hereto and made a part hereof by this reference (the "Alandco Property");
- B. Zugar is the owner of the real property situate, lying and being in Broward County, Florida described on Exhibit "B" attached hereto and made a part hereof by this reference (the "Zugar Property");
- C. Portions of the Zugar Property are low lying and are subject to flooding from sheet flow and other sources.
- D. Alandco has agreed that any development on that portion of Parcel K of the Alandco Property which lies east of the right of way for 30th Street and west of and contiguous with the Zugar Property (the "Portion of Parcel K") shall be restricted as set forth herein.
- E. A flap gate (the "Flap Gate") has been installed on the Portion of Parcel K in the swale area (the "Swale Area");
- F. Alandco and Zugar desire to enter into this Agreement for the purpose of setting forth their agreements with respect to the Flap Gate and for the further purpose of subjecting the Zugar Property and the Portion of Parcel K to the terms and conditions hereof as covenants running with the land.

NOW THEREFORE, for Ten (\$10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged Alandco and Zugar agree as follows:

1. Zugar hereby agrees for themselves, their successors and assigns and any future owner or owners of all or any portion of the Zugar Property, personally and as covenants to run with the Zugar Property that:

EX21624PG0908

4  
OK

→ Katy Cannon, Squinters & Tange  
2699 South Bayshore Drive 7th Fl.  
Miami, FL 33133

- (a) Zugar acknowledges that Alandco has made no representation or warranty as to the effectiveness of the Flap Gate. Zugar further acknowledges that the Zugar Property may be subject to flooding in the future; and
- (b) Zugar does hereby remise, release, acquit, satisfy, and forever discharge (i) Alandco, its officers, directors, representatives, agents, successors and assigns, (ii) Florida Power & Light, its officers, directors, representatives, agents, successors and assigns and (iii) any future owner or owners of all or any portion of the Alandco Property, of and from all, and all matter of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, with respect to any past or future flooding of the Zugar Property; and
- (c) Zugar agrees not to assert any claims against any third party arising out of any past or future flooding of the Zugar Property where such third party may make a claim against Alandco as a result thereof.
2. Zugar may at his election from time to time maintain, repair and if necessary replace the Flap Gate and may maintain and clear the Swale Area. It is expressly acknowledged that Alandco shall have no obligation whatsoever with respect to the Flap Gate or the Swale Area. In the event that Zugar fails to maintain the Flap Gate or the Swale Area Alandco may, at its option, do so.
3. Alandco hereby agrees for itself, its successors and assigns, as a covenant to run with the Portion of Parcel K that:
- (a) Zugar is granted a limited easement over the Swale Area for the purpose of providing access to Zugar to electively maintain, repair and if necessary, replace the Flap Gate and to maintain and clear the Swale Area; and
- (b) future development of the Portion of Parcel K shall not be undertaken in a manner so as to create positive out fall or sheet flow drainage onto the Zugar Property.
4. Alandco and Zugar agree that at Alandco's option, upon 30 days written notice to Zugar, that Alandco shall have the right at

BK21624PG0909

Alandco's cost to cause the Flap Gate to be relocated to some other location on the Alandco Property or to change the configuration thereof, provided that the drainage afforded to the Zugar Property shall not be significantly impaired.

5. All matters set forth in paragraph 1(a)-(c) of this Declaration of Covenants, Agreements and Release to Run with the Land shall be binding upon Zugar, their successors and assigns, the Zugar Property and any future owner or owners of all or any portion of the Zugar Property and shall inure as covenants running with the Zugar Property to the benefit of Alandco, its successors and assigns, the Alandco Property and any future owner or owners of all or any portion of the Alandco Property. The matters set forth in paragraph 3 hereof shall be binding upon Alandco, its successors and assigns, the Portion of Parcel K and any future owner or owners of all or any portion of the Portion of Parcel K and shall inure as covenants running with the Portion of Parcel K to the benefit of Zugar, its successors and assigns, the Zugar Property and any future owner or owners of all or any portion of the Zugar Property.
6. The parties represent to each other with respect to the property each owns that the Portion of Parcel K and the Zugar Property are not encumbered by any mortgages or other liens.

IN WITNESS WHEREOF, have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in presence of:

ALANDCO, INC., a Florida  
corporation.

*Robert C. Almonaco Jr.*  
*General Counsel*

*Steph M. G.H.*  
By: *Vice-President*

*[Signature]*  
*[Signature]*

*Kenneth Zugar Jr.*  
KENNETH ZUGAR, JR.

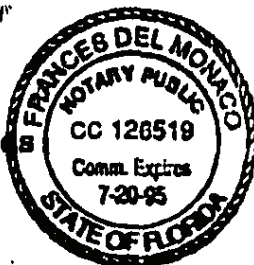
*[Signature]*  
*[Signature]*

*Arlene E. Zugar*  
ARLENE E. ZUGAR

BK21624PG0910

STATE OF FLORIDA  
COUNTY OF DADE

The foregoing instrument was acknowledged before me this 28th  
day of Dec, 1992, by Stephen Williams of  
Alandco, Inc., a Florida corporation, on behalf of the corporation.  
He/she produced FL DL C452-793-58-358 as  
identification and did not take an oath.



My Commission Expires

Frances Del Monaco  
Name: FRANCES DEL MONACO  
Notary Public, State of Florida

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29th  
day of December, 1992 by Kenneth Zugar, Jr. and Arlene E.  
Zugar, his wife and who produced Fla. Drivers Licenses  
and \_\_\_\_\_ as identification and who did not  
take an oath.

Name: Heila Ray  
Notary Public, State of Florida

My Commission Expires:

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

BR21624P60911

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR PORT 95 COMMERCE PARK

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PORT 95 COMMERCE PARK (hereinafter referred to as the "Declaration") is made this 17 day of October, 1990, by ALANDCO, INC., a Florida corporation, its successors and assigns (hereinafter referred to as "Declarant"), and joined by the "Association" (as hereinafter defined).

WHEREAS, Declarant intends to develop the real property described in Exhibit A attached hereto and made a part hereof ("Property") as an industrial/office/commercial development to be known as "Port 95 Commerce Park" (as hereinafter defined), in accordance with the "Development Order" (as hereinafter defined) for Port 95 Commerce Park adopted by the City of Hollywood, Florida and recorded in Official Records Book 17557, Page 491 of the Public Records of Broward County, Florida, and standards set herein or hereafter adopted; and

WHEREAS, Declarant desires to commit the Property to the provisions of this Declaration in order to provide for the preservation and enhancement of the values and amenities of the Property and to insure proper and uniform development, design and use thereof; and

WHEREAS, Declarant has caused to be formed, under the laws of the State of Florida, Port 95 Commerce Park Association, Inc. ("Association"), a corporation not for profit, the members of which shall be the owners of "Parcels" (as hereinafter defined) comprising a portion of the Property ("Owners"), which Association has joined in this Declaration, and to which there has been and will be delegated and assigned certain powers and duties of operation, maintenance, repair and administration of the Property, the enforcement of the covenants and restrictions, as hereinafter set forth, and the assessment, collection and disbursement of the "Common Expenses" (as hereinafter defined);

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, transferred, conveyed, demised, used, occupied and improved subject to the restrictions, covenants, servitudes, impositions, easements, charges, reservations, burdens and liens hereinafter set forth, all of which shall run with the Property and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

ARTICLE I  
DEFINITIONS

Definitions

The following words and phrases when used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

A. "ARC" shall mean the Architectural Review Committee more particularly described in Paragraph B of Article IV hereof.

Prepared By:

Peter D. Slavis, Esquire  
Ruden, Barnett, McClosky, Smith,  
Schuster & Russell, P.A.  
110 East Broward Boulevard, Penthouse B  
Fort Lauderdale, Florida 33301  
(305) 764-6660

BK21694PG0570



B. "Archaeological Sites" shall mean those designated portions of the Property as described in Exhibit G to the Development Order to be preserved pursuant to the terms of the Development Order. All Archaeological Sites are contained within the boundaries of a "Tree Preservation Area" (as hereinafter defined).

C. "Articles" shall mean the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit B.

D. "Association" shall mean the Port 95 Commerce Park Association, Inc., a Florida corporation not for profit, its successors and assigns.

E. "Board" shall mean the Board of Directors of the Association, elected in accordance with the "Bylaws" (as hereinafter defined) of the Association.

F. "Bylaws" shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit C.

G. "Common Areas" shall mean those designated portions of the Property owned by either the Declarant or the Association, as the case may be, identified as "Water Management Areas" and "Landscape and Retention Areas" on the "Plat" (as hereinafter defined). Notwithstanding this designation, the Declarant, without the consent of the Association or the Owners, expressly reserves the right until the "Turnover Date" (as hereinafter defined) to add or withdraw property located in Port 95 Commerce Park from this designation of "Common Areas," or to modify the uses thereof (after the Turnover Date, the Association shall have such right). No later than the Turnover Date, Declarant shall convey any Common Areas owned by Declarant to the Association who shall accept such conveyance.

H. "Common Expenses" shall mean the expenses for which the Owners are liable to the Association and includes, without limitation:

1. the costs and expenses incurred by the Association in administering, maintaining and replacing the Common Areas;

2. the expenses declared to constitute the Common Expenses by the "Port 95 Commerce Park Documents" (as hereinafter defined); and

3. any other expenses designated by the Board as Common Expenses in accordance with the Port 95 Commerce Park Documents.

It is specifically recognized that excluded from Common Expenses shall be real property taxes levied against a Parcel (unless owned by the Association), and the cost of utilities serving a Parcel (unless owned by the Association) which are separately metered.

I. "Declarant" shall mean ALANDCO, INC., a Florida corporation, its successors and assigns; but only if such successors and assigns should acquire any portion of the Property from Declarant for the purpose of development and resale and only if and to the extent that Declarant specifically assigns certain rights of Declarant hereunder as to specified portions of the Property to any such person by an express written assignment.

J. "Declaration" shall mean those covenants, conditions and restrictions and all other provisions hereinafter set forth.

K. "Dedicated Roadways" shall mean those portions of the Property designated as such on the Plat, or hereinafter dedicated by Declarant or by an Owner (with the written consent of Declarant and the Association) and owned by an appropriate governmental entity.

L. "Development Order" means that certain instrument recorded in Official Records Book 17557, Page 491 of the Public Records of Broward County, Florida ("Public Records") issued by the City of Hollywood, Florida pursuant to Chapter 380 of the Florida Statutes, as supplemented and amended, including by interpretive letters from applicable governmental agencies.

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M. "Drainage and Water Management Easements" (whether designated as a "Drainage Easement" or the "Sidewalk, Drainage, Retention and Utility Easements" on the Plat or "Replat" (as hereinafter defined) or other instrument recorded in the Public Records) shall mean any portion of the Property so designated as such by Declarant or after the Turnover Date by the Association.

N. "Improvements" shall mean all structures and appurtenances thereto of every type and kind and all plants and landscaping elements placed, constructed, or located on the Common Areas or on any easements in favor of the Association, including but not limited to, buildings, parking areas, walkways, loading areas, fences, roads, driveways, screening walls, retaining walls, poles, landscaping of any type or kind, and signs of any type or kind.

O. "Institutional Mortgagee" means (1) any person, firm, partnership or corporation which holds as of the date hereof a mortgage from Declarant upon all or any portion of the Property ("Current Mortgage"), and (2) any person, firm, partnership or corporation which subsequently makes, or has made, a loan to Declarant and receives a mortgage against all or any portion of the Property, and (3) any lending institution having a first mortgage lien upon a Parcel, including any of the following institutions: (a) a life insurance company or subsidiary thereof, (b) a federal or state savings and loan association or commercial bank, (c) a federal or state building and loan association, (d) a real estate investment trust or mortgage banking company, or any subsidiary thereof, (e) a pension or profit-sharing fund qualified under the Internal Revenue Code and having assets of not less than One Million Dollars (\$1,000,000), (f) any governmental authority, whether federal, state, county or municipal, when acting as an issuing authority for the purpose of issuing bonds secured by such first mortgage lien and said governmental authorities' successors and assigns, or (g) such other lenders as the Board shall hereafter approve in writing. Notwithstanding the foregoing, upon the satisfaction of the mortgage held by an "Institutional Mortgagee," the mortgagee thereof shall no longer be deemed to be an "Institutional Mortgagee" with respect to such mortgage for purposes of this Declaration.

P. "Landscape and Retention Areas" shall mean those portions of the Property as depicted on the Plat or any Replat (with the written consent of Declarant and the Association) for landscaping, stormwater retention and movement and other purposes benefiting Port 95 Commerce Park as may from time to time be designated by the Declarant before the Turnover Date and by the Association after the Turnover Date, with such areas constituting Common Areas.

Q. "Landscape Easements" shall mean those portions of the Property as depicted on the Plat or any Replat (with the written consent of Declarant and the Association) for landscape, signage and other purposes benefiting Port 95 Commerce Park as so designated by Declarant before the Turnover Date and by the Association after the Turnover Date.

R. "Member" shall mean any person or entity holding membership in the Association as provided herein.

S. "Owner" shall mean and refer to the person(s) or other legal entity(ies), including Declarant, holding fee simple interest of record to any Parcel, including sellers under executory contracts of sale. Excluded are person(s) or entity(ies) having an interest in a Parcel merely as security for the performance of an obligation. Each Owner shall have the non-exclusive use of all Common Areas in such manner as regulated by the Association and for the purposes served by such Common Areas as designated in the Port 95 Commerce Park Documents.

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T. "Parcel" shall mean one of the parcels of land into which the Property has been subdivided by the Plat or Replat or resubdivided by the Declarant or any Owner (with the written consent of the Declarant and the Association) in accordance with Paragraph F.2 of Article III hereof (except no Common Areas or "Streets" (as hereinafter defined) shall be a Parcel).

U. "Plat" means the document described as the Plat of Port 95 Commerce Park recorded amongst the Public Records, in Plat Book 144, Page 2, in which the Property is described.

V. "Port 95 Commerce Park" shall mean the industrial/office/commercial development known as Port 95 Commerce Park in accordance with the Plat thereof.

W. "Port 95 Commerce Park Documents" shall mean, in the aggregate, this Declaration, the Articles, the Bylaws, the rules and regulations, if any, promulgated by the Association, the Development Order, utility and development agreements with appropriate governmental authorities and utilities and all other laws, resolutions, rules and regulations of applicable governmental authorities.

X. "Replat" means an instrument filed for record in the Public Records executed by the Declarant or by Owner (and consented to in writing by Declarant and the Association) by written instrument recorded amongst the Public Records whereby a portion of the Property is further subdivided in accordance with this Declaration (alternatively, Declarant may subdivide the Property by metes and bounds description).

Y. "Streets" shall mean, in the aggregate, all Dedicated Roadways, and any private roadways that may serve portions of the Property.

Z. "Tree Preservation Areas" shall mean those designated portions of the Property as designated in and subject to that certain Conservation Covenant recorded in Official Records Book 16603, Page 943 of the Public Records ("Conservation Covenant").

AA. "Water Management Areas" shall mean those wetlands, drainage and irrigation channels, retention ponds, vegetated retention areas and any other drainage facilities serving Port 95 Commerce Park as so depicted on the Plat, and such other drainage facilities which the Declarant, in its sole discretion, designates as necessary to effectuate a drainage plan for all or any part of the Property. Declarant, without the consent of the Association or the Owners, expressly reserves the right until the Turnover Date to add or withdraw property located in Port 95 Commerce Park from this designation or to modify the uses thereof.

ARTICLE II  
PLAN FOR DEVELOPMENT;  
PROPERTY BENEFITED AND BURDENED

A. Plan for Development: Declarant has commenced and intends to complete the development of the Property as an industrial/ office/commercial development to be known as Port 95 Commerce Park. The Property shall be used, constructed, occupied and held in accordance with the Port 95 Commerce Park Documents, including the limitations and restrictions of the Development Order and all other applicable zoning, building and governmental regulations of the City of Hollywood, County of Broward, State of Florida or other appropriate governmental authorities.

B. Master Development Plan: The Master Development Plan for Port 95 Commerce Park is attached to the Development Order as Exhibit C (the "Development Plan"). The Development Plan is based upon the master land use plan for Port 95 Commerce Park as approved by zoning authorities. The boundary lines and dimensions shown on the Development Plan have been drawn for illustrative purposes only, and are not the actual dimensions or legal descriptions of the areas shown thereon nor do they constitute a commitment by the Declarant to develop or subdivide the land therein in the manner shown on the Development Plan. The actual boundaries for any portion of the Property

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and the committed use (including density allocations) for any such areas shown on the Development Plan will be set forth and determined only after the execution and filing by the Declarant of a Replat or other instrument in favor of an Owner for the portion of the Property described therein. The Declarant reserves the right to alter the Development Plan (subject to governmental approvals) except as to those portions of the Property previously conveyed by Declarant to Owners, without specifically amending this Declaration or the Development Plan itself.

C. Additions of Other Property: Declarant may from time to time determine to commit other property to the land use provisions and other benefits, burdens, restrictions, covenants and provisions contained in this Declaration. This determination shall be made in the sole discretion of the Declarant to be made by a recitation to that effect in any supplement of, or amendment to this Declaration, or in a Replat which shall include a legal description of the portion of the property then becoming Property as fully as though originally designated herein as Property. Declarant reserves the right to so amend and supplement this Declaration without the consent of the Association, any Owner or Institutional Mortgagee.

D. Withdrawal of Property: Declarant reserves the right, in its sole discretion, to determine at any time that all or any portion of the Property then owned by Declarant (and not then designated as Common Area) should be withdrawn from the provisions of this Declaration. The Declarant shall execute a statement (the "Statement") to that effect containing a legal description of such property. Upon the recording of this Statement amongst the Public Records, the property described therein shall no longer be a part of the Property and may be developed and/or used by Declarant for any purposes consistent with the applicable zoning regulations, but such Property shall remain burdened and benefitted by any easements imposed upon it or benefiting it by the provisions of this Declaration. Declarant reserves the right to so amend and supplement this Declaration without the consent of the Association, any Owner or Institutional Mortgagee.

### ARTICLE III LAND USE CLASSIFICATIONS AND RESTRICTIONS

Declarant does hereby declare that the following use provisions shall be applicable to the Property:

A. Permitted Uses: The uses which shall be permitted upon the Property are categorized into the following groups:

1. Industrial: Industrial facilities which may be so utilized in accordance with all applicable zoning regulations, provided such use is not otherwise prohibited by this Declaration, the Development Order or the Plat or any Replat.

2. Commercial: Commercial, business or any public and/or semi-public facilities which may be so utilized in accordance with all applicable zoning regulations, provided such use is not otherwise prohibited by this Declaration, the Development Order, the Plat or any Replat; and

3. Office: Office facilities which may be so utilized in accordance with all applicable zoning regulations, provided such use is not otherwise prohibited by this Declaration, the Development Order, the Plat or any Replat.

4. Common Areas.

5. Public Property:

(a) Dedicated Roadways: Dedicated Roadways are those portions of the Property presently dedicated as shown on the Plat or hereinafter dedicated by Declarant or by an Owner (with the written consent of Declarant and the Association) to the public as public streets. Notwithstanding the foregoing, the Declarant shall have the sole right on behalf of the Association and Owners, to seek to modify, relocate or vacate such Dedicated

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Roadways, provided that an Owner's access to his Parcel and the Common Areas is not materially restricted.

(b) Additional Public Property: Any portion of the Property designated as such by Declarant then owned by Declarant or then owned by the Association and designated as such by the Association or by any Owner as to its Parcel (with the written consent of Declarant and the Association) and accepted by the applicable government entity.

6. Tree Preservation Areas: Tree Preservation Areas may be owned by Declarant, any Owner or the Association. The maintenance obligations imposed by the Port 95 Commerce Documents as to the Tree Preservation Areas (including any Archaeological Sites contained within) shall be performed by the Association, the cost thereof being a Common Expense. The Association (and its assigns) shall have an easement as set forth in Article IX A. hereof to enter upon the Parcels to maintain the Tree Preservation Areas.

7. Pedestrian Right-of-Way: A pedestrian right-of-way ("Pedestrian Right-of-Way") may be developed throughout the Property by Declarant within the "Sidewalk, Drainage, Retention and Utility Easement(s)" shown on the Plat, portions which may be owned by Declarant, the Association or any Owners or portions may be located within Public Property as defined above. The Association shall maintain the Pedestrian Right-of-Way with the cost of maintenance to be a Common Expense.

B. Prohibited Uses of the Property: None of the following uses shall be permitted on the Property, nor shall any building be used for or in conjunction with any of the following (notwithstanding that the Property may be zoned for such uses):

1. Smelting of iron, tin, zinc or other ores;
2. Refining of petroleum or of its products;
3. Drilling for and/or the removal of oil, gas or other hydrocarbon substances;
4. Jails or any other forms of incarceration or holding facilities;
5. Dwellings, or any other residential uses, including trailer courts (except that Declarant expressly reserves the exclusive right to designate portions of the Property then owned by Declarant for residential use of Declarant's employees and/or agents);
6. Labor camps;
7. Dumping, disposal, incineration, reduction of garbage, sewage, offal, dead animals or refuse;
8. Animal slaughter yards or stockyards;
9. Fat rendering plants or distillation of bones;
10. Junk yards;
11. Mini-Warehouses (such term, as used herein, shall mean individual warehouse spaces within a building leased by an Owner to third persons or such other definition as provided pursuant to the Broward County Zoning Code);
12. Storage of hazardous or toxic waste or nuclear waste not merely incidental to a use permitted hereunder and not in strict compliance with Article III.F.14 hereof; and
13. No temporary structures, buildings, outhouses, sheds, tents or trailers of any kind shall be erected, altered, placed or permitted to remain on any portion of the Property. Temporary structures or trailers may be erected or placed on any Parcel only for a reasonable time during the period

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of construction of permanent improvements, for use as an office and supply shelter, and must be removed within thirty (30) days after completion of such construction.

C. Nuisances: No noxious or offensive activity shall be carried on upon any portion of the Property which may be reasonably construed to constitute a nuisance such as, but not limited to, unsightliness, the excessive emission of noise, odors, liquids, gases, dust, fumes or smoke, vibration, electromechanical disturbance and radiation, electromagnetic disturbance, radiation, or any form of air or water pollution, or the emission of odorous, toxic or noxious matter or hazardous effluents. Each Owner shall be liable to the Declarant, the Association, other Owners, or their tenants and/or other injured parties for any damage caused to the property of another due to the operation of his business, the conduct of his tenants, employees, invitees or licensees.

D. Disputes as to Use: Any dispute as to whether any use complies with the covenants and restrictions contained in this Declaration or whether such use constitutes a nuisance shall be referred to the Board. A determination rendered by the Board with respect to such disputes shall be final and binding on all parties; provided, however, that any use by Declarant in accordance with Paragraph G of this Article III shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the Board.

E. Unspecified Uses: Any proposed use which is not specifically prohibited pursuant to Paragraph B above, but which is not specifically permitted pursuant to Paragraph A of this Article, may be permitted within Port 95 Commerce Park but only upon the prior written approval of the Board. Such approval shall be obtained by the submission of written operational plans and specifications for the proposed use ("Use Plan"), containing all information and materials requested by the Board. The Board shall approve such Use Plan based upon finding that the Use Plan is in conformance with the Development Order and the proposed use will not have a detrimental effect upon: (i) the common scheme of development for Port 95 Commerce Park; or (ii) any portion of the Property. All decisions by the Board shall be final. Unless acted upon within ninety (90) days after submission to the Board of all materials requested by the Board, a Use Plan shall be deemed approved.

F. Additional Provisions for the Preservation of the Values and Amenities of Port 95 Commerce Park:

1. Adoption of Design Criteria Guidelines: The ARC shall adopt architectural, landscaping, signage, site lighting and other design guidelines ("Design Criteria Guidelines"), to which all Owners (other than Declarant as to any construction by it pursuant to its obligations under the Port 95 Commerce Park Documents) shall be subject. The Association shall enforce the Design Criteria Guidelines, with the cost of any such enforcement assessed against the applicable Parcel. Any such assessment by the Association shall be a lien on the Parcel and the personal obligation of the Owner, and shall become due and payable, together with interest and fees for the cost of collection, as provided for other assessments of the Association.

2. Restriction on Further Subdivision: No Parcel shall be re-subdivided by their Owner(s) nor shall any Owner convey a portion of his Parcel, unless consented to in writing by both the Declarant and the Association; provided, however, that Declarant shall have the right to subdivide or re-subdivide any portion of the Property which it owns in any manner consistent with applicable governmental requirements. The prohibitions against re-subdivision shall not be construed to limit:

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(a) The right of any Owner, upon prior written approval of the Declarant and the Board, to submit his Parcel or Improvements located thereon to a plan of condominium ownership, by the recordation of a declaration of condominium which has been approved by the Declarant and the Board subject to this Declaration; or

(b) The right of any Owner to rent or lease all or a portion of his Parcel or the Improvements located thereon in accordance with the provisions of Paragraph F.12 of Article III hereof.

3. Parking and Vehicular Restrictions: All parking within the Property shall be restricted to the parking areas constructed for such purpose in accordance with Article IV hereof or additional parking areas, if any, designated for such purpose by the Declarant and/or the Association. Parking on Streets or dedicated rights-of-way adjacent to the Property is strictly prohibited. The Board may allow an Owner to keep on the Owner's Parcel any vehicles which are ancillary to the business use of the Owner so long as such vehicles are screened from view or otherwise comply with the guidelines of the Association and all applicable laws and regulations. The Board may tow or otherwise remove any vehicles in violation hereof and any charges therefor shall be assessed to the Owner or party in violation. In the event such Owner fails to pay amounts so assessed, the Association may file a lien against such Owner's Parcel(s) and may enforce same in the same manner as a lien for Common Expenses. All parking facilities shall conform to the requirements of applicable governmental authorities; provided, however, the Association may require an Owner to construct and maintain more parking areas on Parcel(s) than is governmentally required. Owners shall be required to vacuum sweep all parking lots of eleven (11) or more parking spaces located upon their Parcels at least once per week.

4. Animals: No animals (including insects) of any kind shall be raised, bred or kept on the Property except in connection with laboratory or security use and then such animals must be kept within the confines of a Parcel and the keeping of the animals shall not become a nuisance to any other Owner.

5. Taxes and Insurance Rates: No Owner shall apply for or request any classification of the Property for agricultural purposes nor seek administrative relief or relief in the courts for denial of agricultural classification. Nothing shall be done or kept on the Common Areas or on any Parcel which may materially increase the rate of insurance paid by the Association or the Declarant (if any) without the written consent of the Board and the Declarant.

6. Installation of Utilities: Notwithstanding anything to the contrary contained within this Article, no electrical lines, drainage pipes, or other utility service lines or facilities for such utilities may be installed or relocated except underground unless written approval of the Board is obtained.

7. Casualty Destruction to Improvements: In the event any Improvements upon a Parcel are damaged or destroyed by casualty, hazard or other loss, then, the Owner shall within three (3) months: (i) promptly remove the damaged Improvements and landscape the Parcel in a sightly manner if the Improvements are not to be repaired or replaced; or (ii) commence to rebuild or repair the damaged Improvements in compliance with the "Plans" (as hereinafter defined) for those Improvements which were previously approved by the ARC and diligently continue such rebuilding or repairing activities to completion; or (iii) in the event an Owner wishes in any manner to deviate from the prior approved Plans, apply to the ARC for the approval of new Plans pursuant to Article IV.

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8. Construction: Construction of any Improvements shall commence no later than ninety (90) days following the written approval by the ARC of the Plans and issuance of a building permit by the appropriate governmental authority. Upon commencement, construction shall be prosecuted diligently until completion without stopping, completion to occur within a reasonable length of time not to exceed one (1) year unless a longer period is approved by the Board. During the period of construction, all construction debris and waste must be removed at regular intervals from the Parcel and adjoining Streets. Any surplus construction materials or equipment must be promptly removed from the Parcel and adjoining Streets at the end of such period. Construction shall be deemed complete upon the issuance of a certificate of occupancy by the appropriate governmental entity. Declarant retains the right to require Owners or their contractors to post a bond to secure their obligation to maintain the site during construction and leave the site free of all debris and waste when construction is completed. The Association, by its Board, shall have the right to promulgate and impose rules and regulations and thereafter to modify, alter, amend, rescind and augment any of the same collectively ("Construction Rules"), subject to the approval thereof by Declarant until Declarant no longer owns any portion of the Property, with respect to the construction of improvements on the Parcels.

9. Visual Barrier: The Declarant shall construct a visual barrier ("Visual Barrier") consisting of either dense landscape plantings and/or a landscape structural barrier along portions of the Property adjacent to the Dania Cut-Off Canal. Any site plan proposed by any Owner for any portion of the Property adjacent to the Dania Cut-Off Canal shall take into account the Visual Barrier. The Association shall maintain the Visual Barrier, including the portions located upon an Owner's Parcel, with the costs incurred by the Association being a Common Expense in accordance with the terms of the Port 95 Commerce Park Documents. The Association (and its assigns) shall have an easement as set forth in Article IX A. hereof to enter upon Parcels to maintain such Visual Barrier.

10. Water Supply Systems: No individual water supply system shall be permitted within the Property except for irrigation systems which must use non-potable water obtained from detention/retention areas or from shallow wells. However, water from shallow wells may be used only if deionized or if some other process or technique is used to prevent staining of any wall, sign, sidewalk or other structure such as using water from shallow wells only for areas with no structures. The application of pesticides and fertilizers in vegetated retention areas shall be limited to once per year for preventive maintenance and to emergencies, such as uncontrolled insect infestation.

11. Mechanic's Liens: No Owner shall cause or permit any mechanic's lien to be filed against his Parcel or any portion of Port 95 Commerce Park for labor or materials alleged to have been furnished or delivered to Port 95 Commerce Park or any Parcel on behalf of the Owner. In the event any such lien should attach, such Owner shall be obligated to discharge such lien within ten (10) business days after the recordation of the lien. In the event Owner fails to so discharge the lien, the Association may, at its option, discharge the lien. The cost of discharging any such lien and the expenses of collection (if any), including court costs and reasonable attorneys' fees at all trial and appellate levels, shall be assessed against the Owner of such Parcel, shall be deemed a lien against such Parcel, and shall be assessed, noticed, paid and enforced in accordance with Articles VI and VII hereof.

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12. Leasing: All lease agreements entered into by an Owner shall contain covenants: (i) that expressly incorporate into such instrument all the covenants and restrictions imposed pursuant to the Port 95 Commerce Park Documents; (ii) that the lessee accepts his leasehold estate subject to the Port 95 Commerce Park Documents and agrees to perform and comply with all provisions contained therein or to allow lessor or the Association to fulfill all obligations imposed pursuant thereto; and (iii) that any failure by the lessee to comply with the Port 95 Commerce Center Documents shall constitute a default under the lease.

13. Curb Cuts: It is intended that curb cuts and median cuts on the Streets be minimized. No Owner of any Parcel, other than the Declarant, shall be permitted to seek curb cuts or median cuts other than as provided in the Development Order or as the Declarant shall finalize with the Florida Department of Transportation and applicable local governmental entities without the written consent of the Declarant or, after the Turnover Date, the Association. In all events, curb cuts and median cuts must be approved by the Declarant and Association in accordance with Article IV hereof. The Board shall have the right to promulgate and enforce by legal means rules and regulations to comply with any vehicular access limitations required by the Development Order.

14. Hazardous Materials Accident Prevention, Mitigation and Response Standards: Use of the Property shall at all times comply with the hazardous materials accident prevention, mitigation and response standards attached to the Development Order, as same may be amended by any revisions to County and Regional Hazardous Waste Assessment Guidelines incorporated into the Development Order by Rule 17-31.03(2) of the Florida Administrative Code. All hazardous sludge materials generated by effluent pre-treatment shall be disposed of in a manner approved of by the Environmental Protection Agency. A monitoring program with the Broward County Environmental Quality Control Board will be established to assure compliance as required by Broward County, Florida.

15. Compliance with the Development Order: Use of the Property (use being defined herein as including site planning and any applications for any governmental approvals prior to commencement of any actual construction or thereafter) shall at all times comply with all requirements of the Development Order. Each Owner of a Parcel shall at all times monitor compliance with the Development Order as it relates to such Parcel. The Declarant and the Association shall have the right to inspect each Parcel and any improvements located thereon at reasonable times and upon reasonable notice to insure compliance with the Development Order by Owners. No Owner of any Parcel, except the Declarant, shall attempt to directly or indirectly amend the Development Order (specifically including any land use or zoning designation or any other form of density allocation as to any Parcel at the time such Owner obtains title to a Parcel from the Declarant, whether or not such land use or zoning designation or density allocation is specifically set in the Development Order) without the express written consent of Declarant. The provisions of this Paragraph may be enforced by the Declarant pursuant to Paragraph E of Article XI hereof.

G. Declarant Right of Use: Declarant hereby reserves, and the Association and all Owners agree, recognize and acknowledge that Declarant shall have the right, without cost, to the use of all the Common Areas and all other portions of the Property title to which has not been conveyed by Declarant, in conjunction with and as part of Declarant's program of selling, leasing, constructing and developing the Property, including the erection of

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signs. For purposes of this Article, the term "Declarant" shall include any Institutional Mortgagee (as defined in Article I hereof), which has loaned money to Declarant, or its successors and assigns, if such Institutional Mortgagee, or its successors or assigns, acquires title to any portion of the Property as the result of the foreclosure of any mortgage encumbering the Property securing any such loan to Declarant or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant herein set forth are in addition to, and in no way limit, other rights or privileges of Declarant under the Port 95 Commerce Park Documents, and shall terminate upon the earlier of: (i) Declarant's no longer owning any portion of the Property; or (ii) such date as Declarant shall notify the Association, in writing, of Declarant's voluntary election to relinquish the aforesaid rights and privileges of use.

H. Rights of Current Mortgagees: If Current Mortgagees acquire title to all or any portion of the Property as a result of foreclosure or deed in lieu of foreclosure of such mortgage, the rights and privileges of Declarant as set forth in this Declaration shall extend to, and inure to the benefit of such Current Mortgagees.

#### ARTICLE IV IMPROVEMENTS TO PARCELS

A. Requirement of Approval: In order to preserve the values and regulate the external design, appearance, use, location and maintenance of the Property in such manner as to maintain a harmonious standard of design in Port 95 Commerce Park, no "Improvement" (for the purposes of this Article IV, the word "Improvement" shall have the same meaning as the word "Improvement" is defined in Article I hereof, except that Improvements, in this case, are located on Parcels) and no addition, alteration, repair, change of color, excavation, elevation, change of grade or any other work altering or modifying the exterior of any Parcel or improvement of any kind (including, without limitation, any building, wall, fence and screening of any type, sewer, drain, disposal system, decorative building, landscaping and signs) whether or not the purpose thereof is purely decorative or otherwise, shall be erected, placed or maintained on any portion of the Property, without the prior written approval of the Association as set forth in this Article IV and the Port 95 Commerce Park Documents.

B. Architectural Review Committee: The architectural review and control functions of the Association and such other review and approval functions of the Association as may be delegated to the ARC by the Board shall be administered and performed by the ARC consisting of not less than three (3) nor more than seven (7) members who need not be Owners nor members of the Board. Any action of the ARC shall be final and binding. The members of the ARC shall be appointed by Declarant and Declarant shall have the right to remove any member of the ARC and to fill any vacancy occurring on the ARC for any reason whatsoever until the Turnover Date. Employees of Declarant and members of the Board may serve on the ARC. After the Turnover Date, the members of the ARC shall be appointed by the Board which shall have the right to remove any member of the ARC and to fill any vacancy occurring on the ARC for any reason whatsoever. Three (3) members of the ARC shall constitute a quorum and the action of the majority present at a meeting in which a quorum is present shall determine the action taken by the ARC.

1. Association Approval: The ARC shall administer and perform the architectural, landscaping, signage and site lighting design review and control functions, including but not limited to, approving "Plans" (as hereinafter defined), authorizing variances to the Design Criteria Guidelines and adopting rules and regulations in the manner set forth in the Bylaws.

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Unless acted upon within ninety (90) days after submission by an Owner of all materials requested by the ARC, an Improvement shall be deemed approved by the ARC.

2. Plans: No Improvement(s) shall be approved by the ARC until complete plans ("Plans") therefor are prepared in conformance with the Design Criteria Guidelines and submitted to the ARC. The ARC may require submission of additional plans, or of samples of building materials proposed for use on a Parcel, together with any additional information or detail reasonably necessary to completely evaluate the proposed Improvement prior to approving or disapproving submitted Plans. Plans for architectural or landscaping Improvements must bear the seal of a registered architect or landscape architect licensed in the State of Florida. All construction, erection, placement and maintenance must be in strict accordance with the approved Plans.

3. Fees: The Board may adopt a schedule of reasonable fees for processing applications for approval of proposed Plans. Such fees, if any, shall be payable to the Association at the time Plans are submitted to the ARC.

4. Inspection: The Association may inspect any construction, erection, placement and maintenance of Improvements and require the correction of defects not in compliance with approved Plans.

5. Miscellaneous: The ARC shall review and approve or disapprove Plans submitted to it for proposed Improvements solely on the basis of aesthetic considerations including the harmony of external design and location in relation to surrounding structures and topography and the overall benefit or detriment which would result to the immediate vicinity and Port 95 Commerce Park as a whole. The ARC may grant to any Owner a variance from the Design Criteria Guidelines. The Declarant, the Association, its Board and the ARC do not assume any responsibility for the quality of construction, and no obligation or liability relating to construction of any Improvements shall result from the ARC's review or approval of any Plans. Furthermore, the ARC does not evaluate Plans to determine whether the Plans satisfy all applicable governmental requirements, nor does the ARC determine if Improvements constructed pursuant to any Plans will be structurally sound, including but not limited to, whether or not the foundation plan is adequate for the subsoil conditions. The Declarant, the Association, its Board and the ARC do not assume any responsibility, and no obligation or liability shall result in this regard from the ARC's review or approval of any Plans. No member of the Board or the ARC nor the Board's or ARC's duly authorized representatives shall be liable to the Association, or to any Owner, or any other person or entity for any loss, damage, injury or expense arising out of or in any way connected with the performance of his duties hereunder, unless due to his willful misconduct.

C. The provisions of this Article IV shall not be applicable to any structures, improvements, landscaping or planting constructed, installed or placed by the Declarant pursuant to its obligations under the Port 95 Commerce Park Documents and additions, alterations, modifications and changes to any of the foregoing by the Declarant ("Declarant Improvements"), which Declarant Improvements are not subject to the approval of the ARC, the Board or the Association.

ARTICLE V  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD OF DIRECTORS  
OF THE ASSOCIATION

A. Membership: Every person or entity who is the record Owner of a Parcel and Declarant shall be a Member of the Association in accordance with the provisions of the Articles. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an

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obligation. No Owner shall have more than one (1) membership in the Association ("Membership"). Memberships in the Association shall not be assignable, except to a successor in interest of the Owner, and every Membership of an Owner in the Association shall be appurtenant to and may not be separated from fee ownership of his Parcel. Each Member shall be entitled to the benefit of and be subject to the provisions of the Port 95 Commerce Park Documents.

B. Classes: Classes of Membership shall be as provided in the Articles.

C. Voting Rights: Each Member shall have one (1) vote for each acre, or portion thereof, contained in said Member's Parcel. The voting rights of the Members of the Association shall be as set forth in the Articles. In the event there is more than one (1) Owner of fee simple interest of record of a Parcel ("Co-owners"), the vote(s) to which such Parcel is entitled shall be exercised, if at all, as a unit. The Co-owners shall name a voting representative ("Voting Representative") in a proxy signed by all Co-owners of such Parcel or, if appropriate, signed by properly designated officers, partners or principals of the respective legal entity ("Proxy"), and shall file such Proxy with the Secretary of the Association prior to the meeting at which the vote(s) is to be exercised. In the event the Proxy is not properly filed or if such designation is revoked by the filing of a statement with the Secretary of the Association by any Co-owner which evidences such intent, the vote(s) associated with such Parcel may not be exercised until such time as new Proxy is properly filed with the Secretary of the Association pursuant hereto. The Association must receive the written termination of the Proxy prior to the meeting at which the vote will be exercised by the Voting Representative or it shall be conclusively presumed that the Voting Representative is acting with the consent of the Co-owners. Notwithstanding the foregoing, all Co-owners shall be Members and may attend any meeting of the Association. Any lawful action taken by the Association in accordance with the voting percentages set forth in this Declaration, or in any of the Port 95 Commerce Park Documents, shall be deemed binding on all Owners, their successors and assigns.

D. Board of Directors: The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

E. Association's Duties and Powers: In addition to the powers set forth in Article IV of the Articles, the Association, acting through the Board, shall have the following powers and duties:

1. The power to make, establish, modify and enforce reasonable rules and regulations governing the use of Port 95 Commerce Park;

2. The power to suspend the voting rights of an Owner for any period during which a violation of any provision of the Port 95 Commerce Park Documents should continue, such as, but not limited to, any period during which "Assessments" (as hereinafter defined) against a Parcel remain unpaid, as hereinafter provided.

#### ARTICLE VI

##### COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

A. Affirmative Covenant to Pay Assessments: In order to: (i) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (ii) administer, maintain and preserve the Common Areas and other portions of the Property for the use and benefit of the Owners, there is hereby imposed upon each Owner the affirmative covenant and obligation to pay to the Association all assessments for Common Expenses including the "Individual Parcel Assessments" and "Capital Assessments" (as those terms are hereinafter defined) (all of the foregoing sometimes hereafter referred to generically or

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collectively as "Assessment(s)"). Each Owner by acceptance of a deed or other instrument of conveyance establishing record title to a Parcel, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Port 95 Commerce Park Documents, and further consents and agrees to the lien rights hereunder against such Parcel. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment, non-use, or lease of his Parcel. The obligation of an Owner to pay Assessments shall not abate or terminate in the event an improvement on his Parcel is subsequently destroyed or demolished.

B. Establishment of Liens: Any and all Assessments made by the Association in accordance with the provisions of the Port 95 Commerce Park Documents, together with interest thereon at the highest non-usurious rate allowed by law, any "Late Charge" (as hereinafter defined), and the costs of collection (including without limitation court costs and reasonable attorneys' fees through all trial and appellate levels) (all of the foregoing sometimes hereinafter collectively referred to as "Lien Costs"), are hereby declared to be a charge and continuing lien ("Lien") upon the Parcels against which each such Assessment is made.

1. Late Charge: The Board may, at its option, in order to defray additional administrative costs, require the delinquent Owner (a "Defaulting Owner," as hereinafter defined) to pay a late charge of ten percent (10%) of the amount of the delinquent Assessment or portion thereof ("Late Charge").

2. Notice of Lien: The Lien charges shall be the personal obligation of the Owner of each such Parcel assessed. Said lien shall be effective only from and after the time of the recordation amongst the Public Records, of a written acknowledged statement ("Notice of Lien") by an authorized agent of the Association setting forth the amount due to the Association as of the date the statement is signed, the legal description of the Parcel and the record Owner thereof. A copy of the Notice of Lien shall be mailed to the Owner in the manner hereinafter provided for giving notice.

3. Subsequent Purchasers: Any purchaser of a Parcel shall be entitled to a statement from the Association updating the Notice of Lien, setting forth the amount of the unpaid Assessments, Late Charge, and Lien Costs against a Parcel. Such purchaser shall continue to be liable for any Assessment(s) becoming due after the date of such statement.

4. Release of Lien: Upon full payment of all sums secured by such Lien or other satisfaction thereof, the Board shall cause to be recorded a Notice of Satisfaction and Release of Lien ("Notice of Release") stating the satisfaction and release of the amount claimed. The Board may demand from the applicable Owner payment of a reasonable fee, to be determined by the Association, to cover the cost of preparing and recording the Notice of Release prior to recording same. Any purchaser or Institutional Mortgagee who has acted in good faith and extended value may rely upon the Notice of Release as conclusive evidence of the full satisfaction of the sums stated in the Notice of Lien.

C. Liability of Owners for Assessments: By the acceptance of a deed or other instrument of conveyance of a Parcel, each Owner thereof acknowledges that each Owner(s) thereof, is jointly and severally liable for their own Individual Parcel Assessment, their applicable portion of any Capital Assessments, all other Assessments, and the Lien resulting therefrom, for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all

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"Parcels Subject to Assessment" (as hereinafter defined). Accordingly, it is recognized and agreed by each Owner and his heirs, executor, successors and assigns that in the event any Owners fail or refuse to pay their Individual Parcel Assessment or any portion thereof or their respective portions of any Capital Assessments or other Assessments then, the other Owners may be responsible for increased Individual Parcel Assessments or Capital Assessment or other Assessments due to the non-payment by such other Owners, and such increased Individual Parcel Assessment or Capital Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in this Declaration.

D. Enforcement of Liens: The Lien shall be subordinate to the lien of any first mortgage (meaning any recorded mortgage with first priority or seniority over other mortgages) made in good faith and for value and recorded prior to the date on which the Notice of Lien is recorded and all taxes, bonds, assessments or other levies which by law would be superior. As to third parties, a sale or transfer of any Parcel shall not affect a Lien; except, where an Institutional Mortgagee of record, its successors or assigns, obtains title to a Parcel as a result of foreclosure of its mortgage or deed in lieu of foreclosure, it shall not be liable for the Assessments pertaining to such Parcel or chargeable to the former Owner thereof which became due prior to such acquisition of title unless the Lien is recorded prior to the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. The unpaid share of Common Expenses or Assessments shall be collectible from all of the Owners, including such acquirer and his successors and assigns.

E. Collection of Assessments by Association: If any Assessment or installment thereof remains delinquent beyond its due date, the Board shall notify the Owner as to the default ("Notice of Default") and afford an opportunity for a hearing. If the Institutional Mortgagee of such Owner has requested notification of default pursuant to Paragraph E of Article XII hereof, such mortgagee shall also be sent the Notice of Default.

1. Notice Contents: The Notice of Default shall state: (i) that the Assessment or an installment thereof is delinquent; (ii) all action necessary to cure the default; (iii) a date not less than fifteen (15) days from the date the Assessment or installment thereof was due by which such default must be cured; and (iv) that the failure to cure the default on or before the date specified in the notice may result in the Association invoking one of the remedies hereinafter provided.

2. Interest: In the event any Owner fails to pay an Assessment, or installment thereof within fifteen (15) days after the same becomes due, such Assessment, or installment, shall bear interest from its due date at the highest non-usurious rate allowable by law.

3. Remedies: The Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are in addition to all other remedies available to the Association:

(a) To accelerate, if applicable, the entire amount of any Assessments due to be paid in installments.

(b) To advance, on behalf of the Owner(s) in default, funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association. Monies so advanced, together with interest at the highest non-usurious rate, any Late Charge, and all costs of collection thereof (including without limitation reasonable attorneys' fees through all trial and appellate levels), may thereupon be collected by the Association and such advance by the Association shall not

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waive the default.

(c) To file an action in equity to foreclose its Lien at any time after the effective date thereof. The Lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property. In the event of any such foreclosure, the Owner may be required to pay a reasonable rental for the Parcel and the Association or plaintiff in such foreclosure action shall be entitled to the appointment of receiver to collect the same. The Association shall have the right to purchase such Parcel at any foreclosure sale, and to retain, lease, mortgage or convey the same.

(d) To file an action at law to collect the Lien, without waiving any lien rights or rights of foreclosure of the Association.

F. Collection by Declarant: If for any reason the Association should fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant using the remedies available to the Association as set forth above. These remedies (including, but not limited to, recovery of attorneys' fees at all trial and appellate levels) are hereby declared to be available to Declarant.

G. Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement: Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments against a Parcel which are in default and which may or have become a Lien against any Parcel. Declarant and any Institutional Mortgagees paying overdue Assessments on behalf of an Owner will be entitled to immediate reimbursement, together with interest thereon at the highest non-usurious rate allowed by law and all costs of collection including attorney's fees at all trial, appellate and postjudgment proceedings, from the party on whose behalf the payment was made, and such party shall execute an instrument in recordable form to this effect and deliver the original of such instrument to the Declarant and each Institutional Mortgagee so entitled.

H. Right to Pay Taxes: If any taxes shall be delinquent or shall become a lien on the Common Areas or any part thereof, such taxes may be paid by the Association or Declarant. An Owner shall be obligated to reimburse the Association or Declarant, as the case may be, for all taxes levied by any taxing authority against the Common Areas located on his Parcel (if any) which are paid by the Association or Declarant, as the case may be, together with interest thereon at the highest non-usurious rate allowed by law and all costs of collection including attorney's fees at all trial, appellate and postjudgment proceedings.

#### ARTICLE VII

##### METHOD OF DETERMINING ASSESSMENTS; ALLOCATION OF ASSESSMENTS

A. Determining Amount of Individual Parcel Assessments: The total anticipated Common Expenses for each calendar year shall be set forth in a budget ("Budget") prepared by the Board, if at all possible, not later than December 1 of the calendar year preceding the calendar year for which the Budget is to be adopted.

B. Budget: The Board shall adopt the annual Budget for the coming year, by a two-thirds (2/3) vote, to provide for allocation of Common Expenses in such a manner that the obligations imposed by this Declaration shall be met.

C. Budget Allocation: Costs and expenses set forth in the Budget shall be allocated among the Owners as follows:

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- 1) For the purposes of this Article, all Tree Preservation Areas, all Common Areas, Dedicated Roadways and other Public Property shall be excluded from square footage calculations to determine both the total square footage of each Parcel and the total square footage of all Parcels comprising the Property ("Parcels Subject to Assessment");
- 2) The total costs and expenses set forth in the Budget shall be assessed to each Parcel according to the proportion of each such Parcel's square footage to the square footage of all Parcels Subject to Assessment ("Individual Parcel Assessment").

By way of illustration, the allocation of Common Expenses is as follows:

Square Footage of Parcel Subject to Assessment	<u>EQUALS</u>	Individual Parcel Assessment
Square Footage of All Parcels Subject to Assessment		

D. Individual Parcel Assessment Payments: The Individual Parcel Assessments shall be payable quarterly, in advance, on the first day of January, April, July and October of each year or such other times as the Association shall fix.

E. Capital Assessments: Assessments for the capital expenses of the Association are levies for improvements to the Common Areas ("Capital Assessments"), including the costs (whether in whole or in part) of constructing, reconstructing or acquiring fixtures, personal property, or improvements for or relating to the Common Areas. Capital Assessments are in addition to Individual Parcel Assessments. Capital Assessments shall be allocated and assessed according to the proportion of: each Parcel Subject to Assessment's square footage to the square footage of all Parcels Subject to Assessment. Capital Assessments not in excess of Five Hundred Dollars (\$500) per Parcel per Capital Assessment may be made and assessed by the Board without the approval of the Owners. A Capital Assessment of greater than Five Hundred Dollars (\$500) per Parcel per Capital Assessment shall require the assent of a majority of the votes cast by Members who are voting in person or by proxy at a meeting duly called for this purpose. Capital Assessments shall be paid in a lump sum, or in such installments, as the Association or Board shall, from time to time, determine.

F. Adjustment of Payments: The Individual Parcel Assessments, the Capital Assessments, the quarterly installments thereof, and all other Assessments provided for herein shall be adjusted from time to time by the Board to reflect: changes in the number of Parcels Subject to Assessment, thus apportioning all such Assessments and installments thereof among all the Parcels Subject to Assessment at the time such installment is due; changes in the Budget; or, in the event that the Board determines that the Assessments, or any installment thereof, is either less than or more than the amount actually required. When a Parcel becomes a Parcel Subject to Assessment during a period with respect to which an Assessment or installment thereof has already been assessed, such Parcel shall be deemed assessed the amount of such Assessment (or installment thereof) prorated from the date the Parcel became a Parcel Subject to Assessment through the end of the period in question. If the payment of such Assessment or installment thereof was due prior to or at the time such Parcel Subject to Assessment came into existence said prorated amount thereof shall be immediately due and payable.

G. Exempt Property: The Board shall have the right to exempt any Parcel or portion thereof from the Assessments created herein provided that such

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Parcel or portion thereof exempted is used (and as long as it is used) for any of the following purposes:

1. For public use and dedicated in fee or by an easement in favor of local public authority (or taxing district) and accepted by such local public authority (or taxing district);

2. As Common Area as defined in Article I hereof;

3. As a Parcel or portion thereof exempted from ad valorem taxation by the laws of the State of Florida.

Notwithstanding any provisions herein, no Parcel or portion thereof devoted to industrial, commercial or office use shall be exempt from Assessments. Any Parcel which is exempt from Assessments pursuant to the provisions of this Paragraph G of Article VII shall not be a Parcel for purposes of determining the amount of Assessments as set forth in the other Paragraphs of this Article VII.

#### ARTICLE VIII COMMON EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Common Areas and the Association are hereby declared to be common expenses ("Common Expenses") which the Association is obligated to assess and to collect, and which the Owners are obligated to pay as provided herein or in the Port 95 Commerce Park Documents.

A. Utility Charges: Except as otherwise provided for herein, all charges levied for utilities providing services for the Common Areas, including, without limitation, all charges for water, gas, electricity, telephone, sewer, and any other type of utility or any other type of service charge.

B. Insurance: The premiums on the policy or policies of insurance which the Association, in its sole discretion, determines to obtain, provided, however, that the Association shall obtain and maintain the following insurance coverage:

(a) Property insurance in an amount equal to the then full replacement cost (exclusive of land, foundation, excavation and other items normally excluded from such coverage) of all improvements and personal property owned by the Association. Such insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to similar improvements in developments similar to Port 95 Commerce Park in construction, location and use.

(b) A comprehensive policy of public liability insurance and, if appropriate, owners, landlord and tenant policies naming the Association and, until Declarant's ownership of property within Port 95 Commerce Park ceases, Declarant as named insureds, insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Areas and any improvements located thereon, and for any other risks insured against by such policies; with limits of: not less than One Million Dollars (\$1,000,000) for damages incurred or claimed by any one person for any one occurrence; not less than Five Million Dollars (\$5,000,000) for damages incurred or claimed for any one occurrence; and, for not less than Two Hundred Fifty Thousand Dollars (\$250,000) property damage per occurrence with no separate limits stated for the number of claims.

(c) Such other forms of insurance, in such coverages, as the Association shall determine to be in the best interests of Port 95 Commerce Park. The Association may obtain adequate fidelity coverage to protect against actions of those who handle or are responsible for handling funds of the Association.

C. Insurance Trustee: The Association, acting through the Board, shall act as a trustee of the interest of all named insureds under policies of

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insurance purchased and maintained by the Association ("Insurance Trustee"). All insurance policies provided for herein shall be deposited with the Insurance Trustee and any proceeds thereof shall be paid to the Insurance Trustee in accordance with the terms hereof. The Insurance Trustee is hereby irrevocably appointed agent for each Owner to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Owners and Institutional Mortgagees and shall have the right to adjust all claims arising under insurance policies or to surrender, cancel or modify all such insurance policies. The signature of any two (2) directors on a claim or release form in connection with a settlement of any loss shall be binding on all the named insureds. The Insurance Trustee shall not be liable for payment of premiums, the renewal, or the sufficiency of the policies, nor for any failure to collect any insurance proceeds. All insurance proceeds shall be applied to the repair or replacement of the Common Areas and the Improvements located thereon for which the insurance was carried or shall be otherwise disbursed in the following manner:

(a) Any difference between the amount of insurance proceeds received with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct any Common Areas or any Improvements so damaged shall be a Common Expense, and the subject of a Capital Assessment, to be levied by the Association within ninety (90) days from the date such damage was incurred so that, together with all insured proceeds, the funds collected will equal the cost of repair, replacement, construction or reconstruction of damaged improvements. The Association shall go forward with all deliberate speed so that such repair, replacement, construction or reconstruction shall be completed as soon as is reasonably possible after the date of the damage.

(b) Should the insurance proceeds be sufficient to repair, replace or reconstruct the Common Area or Improvements damaged, and there remains an excess after payment for repair, replacement and reconstruction, then any excess shall be held by the Association in a reserve account as a contingency for replacement or repair of the Common Area.

(c) In the event that repairs and replacements were paid for by any Capital Assessment as well as insurance proceeds, then, if after the completion of and payment for the repair, replacement or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds shall be deemed to be remaining Capital Assessments which shall be returned to the Owners by means of a distribution pro rata in accordance with the collection of that Capital Assessment(s).

(d) Notwithstanding the foregoing, in the event there is any conflict between the provisions of this Paragraph C and the provisions of any mortgage held by an Institutional Mortgagee now or hereinafter encumbering any portion of the Property, the provisions of any such mortgage shall control as to the property encumbered thereby.

D. Maintenance, Repair and Replacement of the Common Areas and Other Property: Any and all expenses necessary to:

(a) maintain and preserve the Common Areas and Pedestrian Right-of-Way including, without limitation, such expenses as acquisition and installation of replacement landscaping materials, grass cutting, tree trimming, sprinkling, fertilizing, spraying and the like and the purchasing of necessary supplies.

(b) maintain, repair and replace all signs, decorative walls, fences and other structures installed, placed or erected by Declarant or the

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Association within the Common Areas constituting signs and entry features for Port 95 Commerce Park or any part thereof. Notwithstanding the foregoing, an Owner shall be responsible for maintaining any sign approved by the ARC which identifies his project.

(c) maintain and operate any street signs or lights within or adjacent to Dedicated Roadways to the extent any of such costs and charges are not paid for by governmental authority or the utility company; including, without limitation: (i) all charges of any utility company providing electric service for such street lights where individual Parcel charges are indeterminable; and (ii) costs for repair or replacement of damaged street lights.

(d) Maintain the Tree Preservation Areas and the Visual Barrier.

(e) Maintain all landscaping located within the "Sidewalk, Drainage, Retention and Utility Easement(s)", the "Landscape Easement(s)" and the "Drainage Easement(s)" (as those easements are shown on the Plat).

(f) Maintain all signs required by Dredge and Fill Permit #061428609 issued by the Florida Department of Environmental Regulation.

(g) Maintain certain portions of the Property as specifically authorized herein if the Owner thereof fails to fulfill his obligations hereunder.

E. Administrative and Operational Expenses: The costs of administration for the Association in the performance of its functions and duties under the Port 95 Commerce Park Documents (including any reporting requirements under the terms of the Development Order) shall include, but not be limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Association may retain a management company or companies, contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or an otherwise-related entity of Declarant), or professional consultants to assist in the operation of the Association and the Common Areas, or portions thereof, and to perform or assist in the performance of certain obligations of the Association under the Port 95 Commerce Park Documents. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Common Expenses.

F. Compliance with Laws: The Association shall take such action as it determines necessary or appropriate in order for the Common Areas and Improvements thereon to be in compliance with all laws, statutes, ordinances and regulations of any governmental authority, whether Federal, state or local, including, without limitation, the Development Order and any other regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Common Expense.

G. Public Services: Payment for all reasonable and necessary public services including, but not limited to, fire and police protection.

H. Indemnification: The Association covenants and agrees that it will indemnify and hold harmless Declarant from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Property and Improvements thereof and thereon, and from and against all costs, expenses, court costs, attorneys' fees through all trial and appellate levels, expenses and liabilities incurred by Declarant arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Declarant for any expense Declarant may incur in bringing any suit or action for the purpose of

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enforcing the rights of Declarant under any of the Port 95 Commerce Park Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Port 95 Commerce Park Documents to be kept or performed by the Association or the Owners. The costs and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be a Common Expense.

I. Failure or Refusal of Owners to Pay Assessments: Funds needed for Common Expenses due to the failure or refusal of the Owners to pay Assessments levied shall, themselves, be deemed to be Common Expenses and properly the subject of an Assessment; provided, however, that any Assessment for any such sums needed to make up a deficiency due to the failure of the Owners to pay a Capital Assessment shall, itself, be deemed to be a Capital Assessment subject to the limitations thereon with respect to Parcels owned by Declarant.

J. Extraordinary Items: Extraordinary items of expense under the Port 95 Commerce Park Documents such as, without limitation, expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Capital Assessment.

K. Costs of Reserves: Funds necessary to establish an adequate reserve fund ("Reserves") for depreciation and/or deferred maintenance of the Common Areas and the Improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be a Common Expense. The Board may elect, in its sole discretion, for any calendar year that no reserve shall be collected. The Reserves shall be deposited in a separate account. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

L. Taxes: All real and/or personal property taxes levied or assessed at any time upon the Common Areas or any Improvements thereto or thereon by any and all taxing authorities, including, without limitation, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and in general all taxes and tax liens which may be assessed against the Common Areas and against any and all Improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

M. Private Security: The funds necessary to provide for private security and such other services the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto (although neither the Declarant nor the Association shall have any obligation to provide for private security).

N. Maintenance and Repair of Adjacent Properties: Any and all expenses to perform maintenance and repair of real property adjacent to Port 95 Commerce Park determined necessary and appropriate by the Board including, but not limited to, maintenance of any canal rights-of-way and any dedicated road rights-of-way.

O. Miscellaneous Expenses: All costs and expenses relating to the administration, maintenance and repair of all easements benefitting the Association and the Improvements located thereon if designated by the Board as a Common Expense. All costs and expenses pertaining to or for the benefit of the Association or Common Areas, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Common Expense by the Board shall be a Common Expense.

#### ARTICLE IX GRANT AND RESERVATION OF EASEMENTS

Declarant hereby declares, grants and/or reserves the following easements on, upon, over, across, through and under certain specified portions of the

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Property for the duration of the term of this Declaration (except as hereinafter provided) and for the benefit of the parties or properties as hereinafter specified for the following purposes:

A. Inspection, Maintenance and Repair Easements: A nonexclusive easement is hereby declared, granted and reserved for ingress and egress in favor of the Association, appropriate governmental authorities and all agents or other designees of the Board to enter upon any portion of the Property for the purpose of fulfilling their respective duties and responsibilities of administration, maintenance, and repair in accordance with the Port 95 Commerce Park Documents. The Association and appropriate governmental authorities shall also have the right to enter any Parcel when reasonably necessary in the case of an emergency originating in or threatening such Parcel or Improvements thereon, or neighboring property or Parcels, whether or not the Owner of such Parcel is present. A nonexclusive easement for ingress and egress is hereby declared, granted and reserved in favor of the Declarant, the Association and all agents, employees or other designees of the Declarant and the Association to enter upon each Parcel for the purpose of inspecting any construction of Improvements or to determine compliance with the Development Order and all applicable laws and regulations or to maintain and inspect any Tree Preservation Areas located upon a Parcel or to maintain and inspect portions of the Visual Barrier located upon such Parcel, and taking whatever corrective action is deemed necessary or proper as provided for in this Declaration. However, nothing contained therein or herein shall be interpreted to impose any obligation upon the Declarant or the Association to maintain, repair or construct any Improvement which the Owner is required to maintain, construct or repair. A nonexclusive easement for ingress and egress is hereby declared, granted and reserved in favor of the City of Hollywood, Broward County, the Environmental Quality Control Board, the Broward Water Resources Management Division and the Department of Environmental Regulation to enter upon each Parcel to determine compliance with the Development Order and all applicable laws and regulations.

B. Sign Easements: A nonexclusive easement is hereby declared, granted and reserved in favor of Declarant or its assignees and the Association to erect and maintain such signs as they deem necessary, including an easement for ingress and egress to the areas for erection and maintenance of signs, over such portions of the Property owned and designated by Declarant prior to the conveyance thereof or over such portions of the Common Areas designated by the Association.

C. Drainage and Water Management Easements: A nonexclusive easement in favor of the Declarant, the Association, all Owners and appropriate governmental authorities for the purposes of drainage, stormwater retention and movement and water management is hereby declared, granted and reserved over the Water Management Areas, the Landscape and Retention Areas and all portions of the Property subject to Drainage and Water Management Easements, and a nonexclusive easement in favor of the Declarant, the Association and appropriate governmental authorities for ingress and egress to enter any portion of the Property in order to construct, maintain and/or repair any drainage or water management facilities are hereby declared, granted and reserved; provided, however, such easements are subject to the requirements of Paragraph D of Article IX hereof. No structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of drainage and water management facilities or

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which may obstruct or retard the flow of water through drainage channels and easements or otherwise interfere with any easement provided for in this Article. Prior to the Turnover Date, Drainage and Water Management Easements may be relocated among portions of the Property then owned by Declarant or among portions of the Common Areas.

D. Utility & Governmental Services Easements: The Declarant hereby reserves unto itself and its designees, assignees and licensees until the Turnover Date the right to impose nonexclusive easements over specified portions of the Property to provide for installation, service, repair and maintenance of equipment required to provide utility services, including (but not limited to) power, electric transmission, television cable, light, telephone, gas, water, sewer, drainage, and governmental services (including police and fire protection), together with reasonable rights of access for persons and equipment necessary for such purpose, in favor of the appropriate utility companies, agencies, franchisees or governmental agencies; provided, however, no such easement will be granted with respect to any part of the Property lying beneath any "Improvements" (for the purposes of this Article IX defined in the same manner as defined in Article IV hereof), except that this limitation shall not preclude the holder of such easement from making minor alterations to then existing Improvements (other than buildings) provided that such Improvement is repaired and/or restored, as the case may be, by the entity holding such easement at its expense within a reasonable time (such as the removal and replacement of a fence). In the event the entity holding such easement does not fully repair and restore any Improvements or any portions of the Property damaged by reason of use of such easement, and such easement is for the benefit of only certain Owners, then such Owners shall be responsible for any repairs and/or restoration required by the failure of the entity holding such easement to properly repair and restore any Improvements or any portion of the Property damaged by reason of use of such easement. If, on the other hand, such easement is for the benefit of the Common Areas or substantially all of the Property, then the cost of repair and restoration of any Improvements or any Portions of the Property not undertaken by the entity holding such easement shall be a Common Expense. Notwithstanding anything to the contrary, the term "utility services" as used herein shall not include a central, master or cable telecommunications and/or security receiving and/or distribution system.

E. Easement for Master Telecommunications and Security System: The Declarant hereby reserves unto itself and its designees, assignees and licensees until the Turnover Date the right (though no obligation is hereby assumed) to construct and/or install (and maintain) over, across and upon portions of the Property as specified by Declarant for the use of the Owners and their lessees a central or master telecommunications/ security receiving and distribution system ("System") the exact description, location and nature of which have not yet been fixed nor determined (provided such easement is subject to the requirements of Paragraph D of Article IX hereof) for such lawful rates, fees and charges and upon such terms and conditions as may be fixed from time to time by the Declarant, its successors or assigns, provided that same shall be uniformly applicable to the similarly situated Owners and occupants of the Property.

F. Assignments: The easements reserved hereunder unto Declarant may be assigned by Declarant in whole or in part to the Association, an appropriate governmental authority, including any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any

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other designee of Declarant. The Property shall also be subject to such easements as are shown on the Plat or any Replat.

ARTICLE X  
MAINTENANCE OF PORT 95 COMMERCE PARK; MAINTENANCE ASSESSMENTS

A. Maintenance of Parcels: The Owners covenant that they shall at all times maintain the exterior portions of their Parcels, and any improvements which they own (except such portions of Parcels over which the Association shall have the responsibility to maintain as specifically set forth in this Declaration) in an aesthetically pleasing and proper condition, especially along the perimeters of each Parcel, at all times, including during construction or remodeling of any improvements to such Parcel.

1. Trash: All trash or other waste shall be regularly removed from each Parcel by Owner and shall not be permitted to accumulate by Owner. Landscape areas shall be kept free of trash, leaves and dead landscaping materials. All trash shall be placed in designated containers, or within the Owner's contained service area and all trash areas shall be screened and properly landscaped. If the Association has not contracted for common trash collection and declared the cost thereof to be a Common Expense, each Owner shall pay all costs for trash collection and removal from his Parcel.

2. Landscaping: All landscaped areas shall be regularly irrigated and shall receive regular maintenance including trimming, fertilization, mowing and replacement of diseased plant materials by Owner. All irrigation systems shall be underground, automatic, kept in good repair, and shall not discolor any wall, sign surface or other structure. Landscaping shall be maintained so as to preserve the quality and value of Port 95 Commerce Park and to maintain a uniform and sightly appearance.

3. Parking and Sidewalks: All parking lots, sidewalks (unless otherwise designated by the Board as an obligation of the Association), and other hard surface areas located upon a Parcel shall be swept and cleaned regularly by such Owner and cracks and damaged areas of sidewalks shall be repaired or replaced by such Owner as required. Broken bumper stops and/or curbing shall be replaced by Owner and drainage inlets, storm sewers and any surface drainage facilities shall be maintained by Owner in good repair and shall remain clear of debris so as to enable the proper flow of water.

4. Lighting: Levels of light intensity in any private roadways, the parking areas and all exterior walkways shall be maintained at appropriate levels and bulbs shall be replaced expeditiously as failure occurs. Light standards shall be maintained in good repair and shall be kept functional at all times.

The Association, by its Board, shall have the right to promulgate and impose rules and regulations and thereafter to modify, alter, amend, rescind and augment any of the same subject to the approval thereof by Declarant until Declarant no longer owns any portion of the Property, with respect to the maintenance of improvements on the Parcels and landscaping and in furtherance of the provisions set forth in the Port 95 Commerce Park Documents, provided that no such rule so promulgated shall be in conflict with the provisions of the Port 95 Commerce Park Documents.

B. Maintenance of the Common Areas and Other Property: The Common Areas and the Visual Barrier and the Tree Preservation Areas and landscaping located within the "Sidewalk, Drainage, Retention and Utility Easement(s)", the "Landscape Easement(s)" and the "Drainage Easement(s)" (as those easements are shown on the Plat) shall be maintained by the Association, with the cost thereof treated as a Common Expense to be assessed to the Owners as provided in this Declaration.

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C. Failure of Owners to Maintain Parcels: In the event any Owner fails to properly maintain his Parcel, including, but not limited to, any improvement(s) located thereon, as required by the Port 95 Commerce Park Documents, as shall be determined by Declarant in its sole discretion for so long as Declarant owns any portion of the Property or by the Association in its sole discretion, thereafter, Declarant or the Association shall have, within fifteen (15) days after a notice of default was sent to the "Defaulting Owner" (as hereinafter defined), the right, but not the obligation, to enter the Parcel of the Defaulting Owner for the purpose of performing necessary maintenance to the Parcel. All necessary maintenance shall be described in the notice of default, and shall include, without limitation, mowing, removing waste, cleaning, cutting or pruning underbrush, weeds or other growth, staining, painting, or other maintenance, repairs to or replacement of the exterior surfaces of improvements including the roof, downspouts and gutters. The cost of performing such maintenance and any expenses of collection (including court costs and reasonable attorneys' fees at all trial and appellate levels), shall be assessed against the Defaulting Owner, to be noticed, paid and enforced pursuant to Articles VI and VII of this Declaration.

D. Damage by Owners: Maintenance, repair, or replacement within the Common Areas or the Improvements thereon, arising out of or caused by the willful or negligent act of an Owner, his tenants, licensees, or invitees, shall be done by the Association at the responsible Owner's expense, noticed, paid and enforced pursuant to Articles VI and VII of this Declaration, shall be assessed against such Owner's Parcel(s).

#### ARTICLE XI GENERAL PROVISIONS

A. Lawful Use of the Property: Each portion of the Property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County of Broward, and any and all other governmental and public authorities and boards or officers of the same relating to the Property, any Improvements thereon, or the use thereof and no illegal or immoral purpose or use shall be permitted on the Property.

B. Incorporation of Documents: Any and all deeds conveying a Parcel, or any other portion of the Property shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Port 95 Commerce Park Documents, including, but not limited to, this Declaration. Whether the incorporation of the terms and conditions of the Port 95 Commerce Park Documents is specifically set forth by reference in such deed, acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the Port 95 Commerce Park Documents.

C. Notices: Any notice or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing, or, in the absence of any specific address, at the address of any Parcel owned by such Owner or such other address as an Owner shall hereinafter notify Declarant and the Association of in writing; (ii) the Association, at 3020 S.W. 36th Street, Fort Lauderdale, Florida 33312, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant at 3020 S.W. 36th Street, Fort Lauderdale, Florida 33312, or such other address or addresses as Declarant shall hereinafter notify the

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Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

D. Violations: It shall be the duty of the Board to receive complaints from Declarant, the Association or any Owner that an Owner has violated any provision(s) contained within the Port 95 Commerce Park Documents or the rules and regulations of the Association ("Defaulting Owner"). If a determination (after notice and an opportunity for a hearing is granted to the Defaulting Owner) is made by vote of two-thirds (2/3) of the Board that such violation in fact occurred, the Board may take one or more of the actions or remedies provided for in Port 95 Commerce Park Documents. Any costs incurred pursuant to such undertaking shall be deemed a lien against the Parcel of the Defaulting Owner, and shall be enforceable in accordance with the provisions of Article VI hereof.

E. Enforcement: The covenants and restrictions herein contained or contained in any of the Port 95 Commerce Park Documents may be enforced by Declarant, the Association, any Owner and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees and court costs at all trial and appellate levels. The Association may avail itself of any and all legal remedies, including the enforcement of a lien on behalf of the Association upon the Parcel owned by the Defaulting Owner for all expenses incurred by the Association in pursuing any legal remedies and such lien may be enforced in the same manner as a lien for Common Expenses.

F. No Waiver: The failure of any party to enforce any provision within the Port 95 Commerce Park Documents or the rules and regulations of the Association, shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and as otherwise provided by the Port 95 Commerce Park Documents shall be cumulative.

G. Non-liability of Declarant: Declarant shall not in any way or manner be held liable or responsible for any violations of these restrictions by any person other than himself. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREAS, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES, ASSESSMENTS OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

H. Owner Compliance: The covenants, restrictions, and servitudes imposed by this Declaration shall apply not only to the Owners, but also to any person or persons, entity or entities, occupying portions of the Property by permission or invitation of the Owner. Failure of the Owner to notify such persons or occupants of the existence of said restrictions shall not in any way act, eliminate or divest the right of Declarant or the Association to enforce these restrictions. The Owner shall be responsible for all violations of these restrictions by its tenants, licensees, invitees or guests and by the guests, licensees and invitees of its tenants at any time.

I. Captions, Headings and Titles: Article and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or

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titles define, limit, or in any way affect the subject matter of this Declaration.

J. Context: Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

K. Attorneys' Fees: Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' or paralegal services at all trial and appellate levels and postjudgment proceedings and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

L. Severability: In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. The invalidation of any of the covenants, restrictions, terms or conditions of this Declaration, reduction in scope or term by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision, each of which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

M. No Implied Dedication: Nothing contained within the Port 95 Commerce Park Documents shall be deemed or construed to be a gift or dedication of all or any portion of Port 95 Commerce Park to the public for any public use, nor shall it be deemed to be an agreement by Declarant for itself or on behalf of the Association to maintain or pay for maintenance of any portion of Port 95 Commerce Park which a public body has an obligation to maintain.

N. Subordination: Declarant and the Association agree that their respective interests as provided for in this Declaration shall be and are subordinated to the lien, encumbrance and operation of any existing mortgages obtained by Declarant encumbering any portion of the Property, and to the lien of any additional, replacement, subsequent mortgages obtained by Declarant for the purpose of financing any construction to be performed or caused to be performed by Declarant pursuant to its obligations under the Port 95 Commerce Park Documents. While the provisions of this Paragraph are self-operative, the Association nevertheless agrees to execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of its interests to any such mortgages and shall do so forthwith upon request of Declarant.

O. Condemnation: The taking of a Parcel or portion thereof, by condemnation proceedings shall entitle the Owner of such Parcel, together with his Institutional Mortgagees and the Association and the Declarant with respect to any Common Areas owned by either, as the case may be, located on the portion of the Parcel to be taken, to have the exclusive right to prosecute the proceedings for the respective taking awards and to retain the proceeds thereof. If at any time all or any portion of the Common Areas owned by the Association or the Declarant, or any interest therein, are taken for any public or quasi-public use under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the award in condemnation shall be paid to the Association or the Declarant, as the case may be, and no Owner shall be entitled to participate as a party or otherwise in any proceeding relating to such condemnation.

P. Right to Examine Books and Records: Upon written request, any Owner or Institutional Mortgagee shall have the right to examine the books and records of the Association during normal business hours.

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Q. Amendment and Modification: Except as to certain matters otherwise specifically set forth herein, the process of amending or modifying this Declaration shall be as follows:

1. Until the Turnover Date, all amendments or modifications shall be made only by Declarant without the requirement of consent by the Association, the Owners, the Institutional Mortgagees (unless required pursuant to this Paragraph Q or as hereinafter set forth). The Association shall join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall request.

2. After the Turnover Date, this Declaration may be amended: (i) by affirmative vote of two-thirds (2/3) of the votes to be cast by the Owners of all Parcels; together with (ii) the consent of the Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Parcels encumbered by first mortgages held by Institutional Mortgagees; and (iii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws, and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

3. Amendments for correction of scrivener's error or other nonmaterial changes may be made by Declarant alone until the Turnover Date, and the Board thereafter, without the need for the consent of the Owners or the Institutional Mortgagees.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall materially impair the rights or priorities of Declarant or of any Institutional Mortgagee without the specific written approval of Declarant or any Institutional Mortgagee affected thereby. No amendment hereto shall violate the terms of the Development Order.

5. A true copy of any amendment to this Declaration shall be sent certified mail (herein called the "Mailing") by the Association to Declarant, all Owners and to all Institutional Mortgagees who previously requested in writing the Association to give such notice to it. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification, amongst the Public Records; provided that the Certificate of Amendment shall not be recorded until fifteen (15) days after the Mailing unless such fifteen (15) day period is waived in writing by Declarant and all Institutional Mortgagees.

6. Turnover Date: The Turnover Date shall be the earlier to occur of either of the following events:

(a) Within sixty (60) days of the date Declarant no longer owns any portion of the Property; provided, however, that in the event Declarant no longer owns any portion of the Property as a result of foreclosures or deeds in lieu of foreclosure with respect to any mortgages held by Current Mortgagees, then in such event, the Turnover Date shall be within sixty (60) days of the date none of the Current Mortgagees or their assigns own any portion of the Property; or

(b) When Declarant elects to relinquish control of the Board and all of the Current Mortgagees holding first mortgages consent thereto, in writing, which consent shall not be unreasonably withheld.

R. Term: This Declaration shall run with and bind the Property covered thereby and shall inure to the benefit of and be enforceable by Declarant and its legal representatives, heirs, successors and assigns, the Association, the Owners and their Institutional Mortgagees until January 1, 2019, at which time said covenants and restrictions shall automatically be extended for successive

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periods of ten (10) years, unless an instrument signed by the Owners then owning a majority of the Parcels has been recorded agreeing to change or terminate this Declaration in whole or in part. An Owner, by accepting the deed to a Parcel, accepts the same subject to said covenants, restrictions and servitudes, and agrees for himself, his heirs, legal representatives, administrators and assigns, to be bound by each of said covenants, restrictions and servitudes jointly, separately and severally.

S. Conflict Among the Documents: In the event of a conflict between the provisions of this Declaration and the provisions of the Articles or Bylaws, the provisions of this Declaration shall control.

T. Exclusion of Other Lands of Declarant: The provisions of this Declaration are not intended, either expressly or by implication, and shall not be construed, to restrict, limit or otherwise affect the use or disposition by Declarant, its successors or assigns of any other land of Declarant, whether or not contiguous to the Property (unless such land is expressly made subject to this Declaration in the manner previously provided herein).

U. Dissolution of the Association: Declarant reserves the right to dissolve the Association prior to the Turnover Date without the necessity of the vote or consent of any Owner or any Institutional Mortgagee provided all Common Areas and all assets of the Association are transferred to an appropriate public entity and such public entity accepts such transfer.

#### ARTICLE XII DECLARANT'S REPURCHASE OPTION

A. Declarant shall have the exclusive right and option to repurchase ("Repurchase Option") from each Owner his Parcel at any time during the "Repurchase Option Term" (as hereinafter defined) if on or before twenty-four (24) months after the sale of the Parcel by Declarant to Owner, Owner shall not have obtained approval of the plans and specifications for the Intended Improvements by the "ARC", a building permit and actually commenced construction of the intended Improvements upon the Parcel, as evidenced by completion of concrete "footers" and the poured concrete floor slab. The Repurchase Option Term shall commence twenty-four (24) months after such sale and shall expire sixty (60) days thereafter; provided, however, in the event Owner is adjudged bankrupt, makes an assignment for the benefit of creditors, becomes insolvent or reorganizes pursuant to applicable State or Federal reorganization statutes, Declarant may accelerate the time period in which Declarant may exercise the Repurchase Option. Owner shall be obligated to provide Declarant with notice of all such events, in which event the Repurchase Option Term shall commence on the date Declarant receives notice from Owner or Declarant obtains actual knowledge thereof and terminate, unless exercised by Declarant, sixty (60) days thereafter. Failure of Owner to provide Declarant with notice shall not in any manner divest Declarant of its ability to accelerate the commencement date of the Repurchase Option Term. Upon termination of the Repurchase Option Term, Declarant agrees, at Owner's request, to execute and deliver to Owner within ten (10) days of Owner's request, a termination of Repurchase Option, in recordable form.

B. The purchase price to be paid by Declarant to Owner upon exercise of the Repurchase Option ("Repurchase Option Price") shall be equal to the sum of the price theretofore paid by Owner to Declarant for the Parcel, exclusive of Owner's closing costs.

C. Declarant may exercise the Repurchase Option by giving to Owner notice in writing by Certified Mail, Return Receipt Requested, expressing Declarant's intention to so exercise the Repurchase Option. Owner shall, within fifteen (15) days following the receipt of Declarant's notice of

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exercise of the Repurchase Option, deliver to Declarant an abstract continuation prepared by a reputable abstract firm purporting to be an accurate synopsis of the instruments affecting title to the Parcel from the date of Closing through the date of Declarant's notice of exercise of the Repurchase Option, showing good, marketable and insurable title in Owner, subject to only the Permitted Exceptions. The said abstract continuation shall show that Owner is vested with and can convey to Declarant title to the Parcel of equal dignity with and absolutely unencumbered, except as the title was conveyed by Declarant to Owner. Declarant shall have a period of fourteen (14) days after receipt of the abstract continuation within which to cause the same to be examined and to notify Owner of any objections, liens or encumbrances ("Objectionable Encumbrances") which render the title of a dignity less than, or encumber the title beyond that conveyed by Declarant to Owner. If no Objectionable Encumbrances are shown, or if Declarant shall fail to notify Owner in writing of any Objectionable Encumbrances within such fourteen (14)-day period, then Owner's title shall be deemed to be of equal dignity with the title conveyed by Declarant to Owner and Declarant shall close the purchase of the real property subject to the Repurchase Option at the time and in the manner herein specified. If Owner's title shall not be shown by the abstract continuation to be of equal dignity with the title conveyed by Declarant to Owner, then Owner, upon written notification thereof within such fourteen (14)-day period, shall remove, discharge or correct any Objectionable Encumbrances and shall have a period of sixty (60) days after receipt of notice thereof in which to do so. Owner agrees that up to the entire amount of the Repurchase Option Price may, at Declarant's option, be applied to cure any Objectionable Encumbrances and loans which may exist on the real property subject to the Repurchase Option. If Objectionable Encumbrances are not removed within such sixty (60) days from the date of said written objections thereto, Declarant may, at its election, take such action, including instigation of legal process (in which Owner agrees to participate) to remove any Objectionable Encumbrances, and deduct all costs thereof from the consideration to be paid for the real property subject to the Repurchase Option. If Declarant is unable to remove the Objectionable Encumbrances in title or elects not to attempt such remedy, neither party shall be held liable for damages to the other party and both parties shall be released from all liabilities and obligations under this Article XII, or Declarant may elect to close and take title as it then is and receive a credit against the Repurchase Option Price in an amount equal to the cost of removing any Objectionable Encumbrances.

D. The Repurchase Option shall be closed at Declarant's office in the County, or at such other place in the County, as Declarant and Owner may agree, by payment of the Repurchase Option Price and delivery of the deed of conveyance on or before sixty (60) days after termination of the Repurchase Option Term (unless otherwise extended, as set forth herein). The conveyance shall be by special warranty deed with documentary stamps due thereon to be paid by Owner or credited to Declarant against the Repurchase Option Price. Owner shall deliver with the deed, an affidavit showing that title to the property is free and clear of all liens and encumbrances and that no other person, corporation or association other than Owner has possession or any right to possession thereof. The Repurchase Option Price shall be paid in full at the time of closing by cash or cashier's check(s), adjusted to reflect a proration of taxes and the Repurchase Option Price shall be reduced by the

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amount of any existing mortgage or mortgages which Declarant may agree to take title subject to provided Owner delivers appropriate estoppel information and shall also be reduced to the extent necessary to remove any Objectionable Encumbrances. Notwithstanding the foregoing, unless the title company issuing the commitment and subsequent policy agrees to delete the gap exception, there shall be an escrow closing which shall be pursuant to such terms and conditions acceptable to Declarant, in Declarant's sole discretion. Notwithstanding anything in this Article XII to the contrary, Declarant shall not be obligated to exercise the Repurchase Option or to repurchase such land. The provisions of this Article XII shall survive the transfer of title from Declarant to Owner and shall be a binding covenant running with the Parcel.

ARTICLE XIII  
DECLARANT'S RIGHT OF FIRST REFUSAL

Declarant shall have the right of first refusal to purchase an Owner's Parcel if a building has not been constructed on the Parcel (as evidenced by a final Certificate of Occupancy). Therefore, if a building has not been constructed on the Parcel (as evidenced as aforesaid), neither the Parcel nor any interest therein shall be sold or transferred unless and until Owner shall have first offered to sell or transfer to Declarant, and Declarant has waived, in writing, its right to purchase the same.

Each time Owner intends to make a bona fide sale or transfer of the Parcel or any interest therein, Owner shall give Declarant notice of such intention together with a fully executed copy of the bona fide "Proposed Contract." Within fifteen (15) days of receipt of any such notice and information, Declarant shall either waive or exercise its right of first refusal. If Declarant elects to exercise its right of first refusal, Declarant shall, within thirty (30) days after notice to Owner of Declarant's exercise of Declarant's right of first refusal, deliver to Owner an agreement to purchase the Parcel, or portion thereof, upon the following terms:

A. The purchase price shall be the lesser of: (i) the consideration contained in the bona fide Proposed Contract; or (ii) the amount of the original Purchase Price for such Parcel (or portion thereof as established on a pro rata basis if less than all of the Parcel is purchased hereunder) plus one percent (1%) above the prime rate of interest established from time to time by Southeast Bank, N.A. for the period from the transfer of title to the Parcel from Declarant to Owner to the notice to Owner of Declarant's election to exercise Declarant's rights under this Article XIII. Notwithstanding the foregoing, at such time as Owner has commenced construction of improvements upon the Parcel (as evidenced by completion of concrete "footers" and the poured concrete floor slab), the consideration to be paid by Declarant (if Declarant exercises Declarant's right of first refusal as aforesaid) shall be the amount set forth in the bona fide Proposed Contract.

All of the provisions regarding conveyance by the Deed and evidence of title shall be as set forth in Article XII hereof including, without limitation, Owner's obligation to deliver (at Owner's expense) an abstract continuation and the obligation of Owner to remove Objectionable Encumbrances.

B. If Declarant shall fail to exercise or waive exercise of its right of first refusal within the said fifteen (15) days after receipt by Declarant from Owner of all the required information, then Declarant's right of first refusal shall be deemed to have been waived and Declarant shall furnish a certificate of waiver as hereinafter provided.

C. If Declarant shall elect to waive its right of first refusal, or shall fail to exercise said right within the applicable time period, Declarant's waiver shall be evidenced by a certificate executed by Declarant

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in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded amongst the Public Records at the expense of Owner.

D. Any sale of the Parcel or portion thereof, or any interest therein, upon which a building has not been constructed (as evidenced as aforesaid), without written notice to Declarant and waiver of Declarant's right of first refusal as aforesaid, shall be void.

E. This Article XIII shall not apply to a sale or transfer by any Institutional Mortgagee which acquired its title as a result of owning a mortgage upon the Parcel concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article XIII apply to a sale by any such institution which so acquires title (provided any such mortgage was a bona fide arms length transaction rather than a device to avoid the operation of this Article XIII). Neither shall this Article XIII require the waiver by Declarant as to any transfer of title to the Parcel or portion thereof at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

F. If Owner is a corporation, a general partnership or a limited partnership, a sale of the majority of the shares of the corporation or a sale of a majority (or a controlling interest) of the partnership interests in the general or limited partnership shall constitute a transfer for purposes of this Article XIII. The provisions of this Article XIII shall survive the transfer of title from Declarant to Owner and shall be a binding covenant running with the Parcel.

#### ARTICLE XIV COMMUNITY DEVELOPMENT DISTRICT

Substantially all of the Property has become part of the Port 95 Commerce Park Community Development District ("Port 95 Community Development District"), a community development district created under the authority of Chapter 190, Florida Statutes ("Act") and other applicable law. Under the Act, a community development district is empowered to acquire, construct, own, maintain and operate certain infrastructure improvements and facilities more fully described in the Act (collectively, "CDD Improvements"). In order to finance the acquisition, construction, maintenance and operation of such CDD Improvements, the Act authorizes a community development district to impose special assessments, benefit and maintenance taxes and, under certain circumstances, ad valorem taxes, on property within its boundaries and to charge fees to users of the CDD Improvements (the foregoing taxes, assessments and fees being hereinafter referred to collectively as the "CDD Assessments"). EACH PARCEL COMPRISING THE PROPERTY MAY BECOME SUBJECT TO CDD ASSESSMENTS IMPOSED BY THE PORT 95 COMMUNITY DEVELOPMENT DISTRICT. Each Owner, by accepting a deed to his Parcel from Declarant, shall be deemed to have consented to the creation of the Port 95 Community Development District.

In the event the Port 95 Community Development District is ultimately dissolved, ownership of such portions of the Property which were to be, or which were, owned by the Port 95 Community Development District, will be transferred, at the discretion of Declarant or the Port 95 Community Development District, to a governmental body having appropriate jurisdiction, to the Association, or to any combination of the foregoing. Such governing body and/or the Association, as applicable, shall thereafter be responsible for operation and maintenance of such portions of the Property, same thereby becoming part of the Common Area and maintained by the assessment of Common Expenses if conveyed to the Association, to the same force and effect as if originally made part of the Common Area hereunder.

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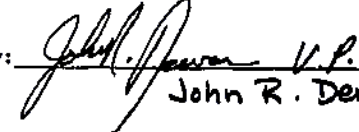
All Owners are further hereby placed on notice that, if and for so long as the Port 95 Community Development District is in existence, the Act requires that all contracts for sales of Parcels contain the following language immediately prior to the space reserved in the contract for the signature of the purchaser in boldfaced and conspicuous type which is larger than the type in the remaining text of the contract: "THE DISTRICT IMPOSES TAXES AND/OR ASSESSMENTS ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES PAY THE CONSTRUCTION, OPERATION, AND/OR MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES WITHIN THE DISTRICT."

IN WITNESS WHEREOF, this Declaration has been signed by Declarant and the Association on the day and year first above set forth.

Signed, sealed and delivered

  
 Verby Land  
 Dane G. Theodore

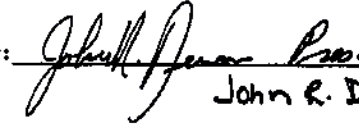
ALANDCO, INC., a Florida corporation

By:  V.P.  
 John R. Dewar, V.P.

JOINED IN BY:

PORT 95 COMMERCE PARK ASSOCIATION, INC.,  
 a Florida corporation not-for-profit

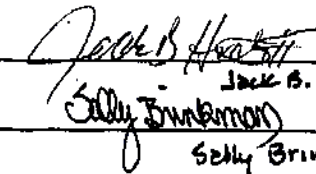
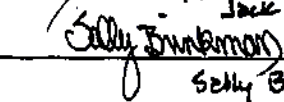
  
 Verby Land  
 Dane G. Theodore

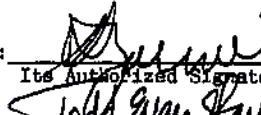

By:  P.O.  
 John R. Dewar, V.P.

TCW LAND FUND I HOLDING COMPANY, A  
 CALIFORNIA CORPORATION ("TCW") HAS  
 JOINED IN THIS DECLARATION SOLELY FOR  
 THE PURPOSE OF CONSENTING TO THE  
 IMPOSITION OF THIS DECLARATION UPON THE  
 PORTION OF THE PROPERTY OWNED BY IT,  
 AND TCW'S JOINDER HEREIN SHALL NOT IN  
 ANY WAY BE CONSTRUED TO IMPOSE UPON TCW  
 ANY OF THE DECLARANT'S OBLIGATIONS  
 UNDER THIS DECLARATION

JOINED IN BY:

TCW LAND FUND I HOLDING COMPANY, a  
 California corporation

  
 Jack B. Hackett  
  
 Selby Brinkman

By:  Its Authorized Signatory Stanton H. Zarrow  
 By:  Its Authorized Signatory Todd Evan Stark

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STATE OF FLORIDA

COUNTY OF BROWARD

SS:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, John R. Dewar, the Vice President of ALANDCO, INC., a Florida corporation, to me known to be the person who signed the foregoing instrument as such officer, and he severally acknowledged that the execution thereof was his free act and deed as such officer for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17<sup>th</sup> day of October, 1990.

Katherine O'Connell (SEAL)  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires March 10, 1992  
Bonded Thru Tary Fols - Insurance Inc.

STATE OF FLORIDA

COUNTY OF BROWARD

SS:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, John R. Dewar, the President of PORT 95 COMMERCE PARK ASSOCIATION, INC., to me known to be the person who joined in to the foregoing instrument as such officer, and he acknowledged that the execution thereof was his free act and deed as such officer for the uses and purposes therein expressed and that the said instrument is the act and deed of said Association.

WITNESS my hand and official seal in the County and State last aforesaid, this 17<sup>th</sup> day of October, 1990.

Katherine O'Connell (SEAL)  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires March 10, 1992  
Bonded Thru Tary Fols - Insurance Inc.

STATE OF

COUNTY OF

SS:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Stanley H. Brown and Todd Green, the Authorized Signatories of TOW LAND FUND I HOLDING COMPANY, to me known to be the persons who joined in to the foregoing instrument as such Authorized Signatories, and they acknowledged that the execution thereof was their free act and deed for the uses and purposes therein expressed and that the said instrument is the act and deed of said Company.

WITNESS my hand and official seal in the County and State last aforesaid, this 12 day of October, 1990.



Sally Brinkman (SEAL)  
Notary Public

My Commission Expires: 5/25/93

8K21694P80603

EXHIBIT "A"

Parcels A, B, C, D, E, F, G, H, I and J of "Port 95 Commerce Park" according to the Plat thereof recorded in Plat Book 144, Page 2 of the Public Records of Broward County, Florida.

BK21694PG0604

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PORT 95 COMMERCE PARK ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on May 11, 1989, as shown by the records of this office.

The document number of this corporation is N32249.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
12th day of May, 1989.



CR2EO22 (6-88)

*Jim Smith*

Jim Smith  
Secretary of State

PK21694PG0605



EXHIBIT B

ARTICLES OF INCORPORATION  
OF  
PORT 95 COMMERCE PARK ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)

In order to form a corporation not for profit under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation ("Articles"), certify as follows:

ARTICLE I

DEFINITIONS

As used herein, the following terms have the following meanings:

A. "Articles" shall mean these Articles of Incorporation of the "Association" (as hereinafter defined).

B. "Association" shall mean the Port 95 Commerce Park Association, Inc., a Florida corporation not for profit, its successors and assigns.

C. "Board" shall mean the Board of Directors of the Association, elected in accordance with the "Bylaws" (as hereinafter defined) of the Association.

D. "Bylaws" shall mean the Bylaws of the Association.

E. "Common Areas" shall mean those designated portions of the Total Property more particularly described in the Declaration, to be used for the purposes described therein.

F. "Common Expenses" shall mean the expenses for which the "Owners" are liable to the Association as described in the Declaration and in any other "Port 95 Commerce Park Documents" (as those terms are hereinafter defined), and includes, but is not limited to, the costs and expenses properly incurred by the Association in administering, maintaining and replacing the Common Areas; expenses declared to constitute the Common Expenses in the Port 95 Commerce Park Documents; and any other expenses designated by the Board as Common Expenses in accordance with the Port 95 Commerce Park Documents.

G. "Declarant" shall mean ALANDCO, INC., a Florida corporation, its successors and assigns, but only if such successors and assigns should acquire any portion of the Total Property from Declarant for the purpose of development and resale and only if such successors and assigns are specifically so designated by Declarant in a deed on in any other instrument executed by Declarant. Mere acquisition of title to a portion of the Total Property shall not render such acquirer of title a successor or assignee of Declarant.

H. "Declaration" shall mean the Declaration of Covenants, Restrictions and Easements for Port 95 Commerce Park.

I. "Institutional Mortgage" means (1) any person, firm, partnership or corporation which holds a mortgage upon all or any portion of the Total Property at the time of the recordation of the Declaration, and (2) any person, firm, partnership or corporation which subsequently makes, or has made, a loan to Declarant and receives a mortgage against all or any portion of the Total Property, and (3) any lending institution having a first mortgage lien upon a Lot, including any of the following institutions: (a) a life insurance company or subsidiary thereof doing business in the State of Florida which is approved by the Commissioner of Insurance of the State of Florida, (b) a federal or state savings and loan association or commercial bank doing business in the State of Florida, (c) a federal or state building and loan association, (d) a real estate investment trust or mortgage banking company

licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida, (e) a pension or profit-sharing fund qualified under the Internal Revenue Code, (f) any governmental authority, whether federal, state, county or municipal when acting as an issuing authority for the purpose of issuing bonds secured by such first mortgage lien and said governmental authorities' successors and assigns, or (g) such other lenders as the Board shall hereafter approve in writing. Notwithstanding the foregoing, upon the satisfaction of the mortgage held by an "Institutional Mortgagee," the mortgagee thereof shall no longer be deemed to be an "Institutional Mortgagee" with respect to such mortgage for purposes of the Declaration or these Articles.

J. "Lot" shall mean one of the parcels of land into which the Total Property has been subdivided for use as a portion of Port 95 Commerce Park as more particularly described in the Declaration.

K. "Member" shall mean any person or entity holding membership in the Association as provided herein, including Declarant.

L. "Owner" shall mean and refer to the person or persons or other legal entity or entities, including Declarant, holding fee simple interest of record to any Lot, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

M. "Port 95 Commerce Park" shall mean the planned industrial/office/commercial development known as Port 95 Commerce Park planned for development upon the "Total Property" (as hereinafter defined).

N. "Port 95 Commerce Park Documents" shall mean, in the aggregate, the Declaration, these Articles, the Bylaws and all of the instruments and documents referred to herein or therein and all applicable laws and governmental regulations.

O. "Total Property" shall mean and refer to all real property which is legally described in Exhibit A to the Declaration and which is subject to the Declaration.

## ARTICLE II

### NAME

The name of this Association shall be PORT 95 COMMERCE PARK ASSOCIATION, INC., whose present address is Suite 500, 1500 N.W. 49th Street, Fort Lauderdale, Florida 33309.

## ARTICLE III

### PLAN FOR DEVELOPMENT AND PURPOSES OF ASSOCIATION

A. Declarant has acquired and is presently the owner of the Total Property described on Exhibit A to the Declaration upon which Declarant intends to develop Port 95 Commerce Park. Attached to the Declaration as an exhibit is a copy of the document which is the master land use plan ("Land Use Plan") for Port 95 Commerce Park. Declarant shall record the Declaration which shall set forth use covenants and maintenance obligations for the Total Property.

B. The purpose for which the Association is organized is to maintain, manage and operate the Common Areas (now so designated or as designated by Declarant in the future) in accordance with the terms, provisions and conditions contained in the Declaration and to carry out the covenants and enforce the provisions relative to the Association as set forth in the Port 95 Commerce Park Documents.

#### ARTICLE IV

##### POWERS

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Port 95 Commerce Park Documents.

B. The Association shall have all of the powers reasonably necessary to implement its purposes, including, but not limited to, the following:

1. to make, establish and enforce the architectural, landscape, sign and site lighting design guidelines including the granting of variances thereto and reasonable rules and regulations governing the use of the Common Areas;

2. to make, levy and collect assessments for the purpose of obtaining funds from the Members to pay for the Common Expenses, including the operational and administrative expenses of the Association and the costs of collection; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder;

3. to maintain, administer and repair the Common Areas in accordance with the Port 95 Commerce Park Documents;

4. to enforce by legal means the obligations of the Members of the Association and the provisions of the Port 95 Commerce Park Documents;

5. to employ personnel, retain independent contractors and contract for professional personnel required for the management and operation of the Association's duties and enter into any other agreements consistent with the purposes of the Association; and

6. to administer and carry out the obligations of the Association as set forth in the Declaration.

#### ARTICLE V

##### MEMBERS

The qualification of the Members, the manner of their admission to membership in the Association ("Membership"), the termination of such Membership and voting by the Members shall be as follows:

A. The Membership of the Association shall be comprised of the Owners, and Declarant, for so long as it owns any portion of the Total Property.

B. Membership of Declarant is hereby established. Membership of Owners other than Declarant shall be established as follows:

1. Every person or entity who is a record Owner of a Lot shall become a Member effective upon the date such Lot was conveyed by Declarant.

2. Change of Membership in the Association shall be established by the recording amongst the Public Records of Broward County, Florida of a deed or other instrument of conveyance establishing the record title to a Lot of the new Owner and the delivery to the Association of a true copy of such instrument. Thereupon, all rights derived from ownership of said Lot shall be terminated as to such prior Owner including Membership if said prior Owner is not otherwise entitled thereto.

C. Each and every Member shall be entitled to the benefits of Membership, and shall be bound to abide by the provisions of the Port 95

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Commerce Park Documents.

D. Membership in the Association shall be divided into classes with the Owners comprising one class and Declarant constituting a separate class until sixty (60) days after Declarant no longer owns any portion of the Total Property.

E. With respect to voting, the following provisions shall prevail:

1. Either the Membership as a whole shall vote or the class members shall vote, which determination shall be made in accordance with Subparagraph E.2 and E.3 immediately below. In any event, however, there shall be only one vote for each acre, or portion thereof, of the Total Property owned by the Member. Should such Member own less than an acre of the Total Property, such Member shall be entitled to one vote. In any event, where a Lot is owned by more than one owner as a result of the fee interest in such Lot being held by more than one person, such owners collectively shall be entitled to only one vote per acre or portion thereof (or one vote only if less than an acre is owned).

2. The Members shall have no voting rights other than: (i) with respect to amending these Articles (but subject to subparagraph E.3.(b) below of this Article and Paragraph E of Article XIII); (ii) the setting of fees, if any, for members of the Board ("Directors") commencing with the "First Elected Board" (as described herein); and (iii) electing and removing the Directors commencing with the First Elected Board.

3. In matters that require a vote, voting shall take place as follows:

(a) Commencing with the First Elected Board, matters relating to the setting of fee for Directors and of electing and removing Directors shall be voted upon by the Membership and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

(b) Matters pertaining to the amending of these Articles shall be determined by vote of the Membership as provided in the Port 95 Commerce Park Documents; provided, however, any such determination shall also be presented for a vote of the Declarant's class and no such amendment shall be effective unless affirmatively approved by the Declarant.

ARTICLE VI

TERM

The term for which the Association is to exist shall be perpetual.

ARTICLE VII

INCORPORATOR

The name and street address of the Incorporator to these Articles is as follows:

NAME

R. Michael Nuckles

ADDRESS

1500 N.W. 49th Street  
Suite 500  
Fort Lauderdale, Florida 33309



## ARTICLE VIII

### OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by one or several Vice Presidents, the Secretary and the Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as defined in the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or President and Assistant Secretary be held by the same person.

## ARTICLE IX

### FIRST OFFICERS OF THE BOARD

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	R. Michael Nuckles
Vice President	Charles Kelley
Treasurer	Glenn Weller
Secretary	Glenn Weller

## ARTICLE X

### BOARD OF DIRECTORS

A. There shall be three (3) members on the first Board ("First Board") who are to serve until the First Elected Board.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
R. Michael Nuckles	1500 N.W. 49th Street Suite 500 Fort Lauderdale, Florida 33309
Charles Kelley	1500 N.W. 49th Street Suite 500 Fort Lauderdale, Florida 33309
Glenn Weller	1500 N.W. 49th Street Suite 500 Fort Lauderdale, Florida 33309

C. The First Board shall be the Board of the Association until the "Turnover Date" (as hereinafter defined). The Declarant shall have the right to appoint, designate and elect all of the Directors of the First Board. The Declarant has the right to substitute and or remove Directors of the First Board with or without cause and to appoint replacements in the event a vacancy is created on the First Board. The Declarant shall relinquish its right to appoint Directors and cause the First Board to resign on the Turnover Date.



Thereupon, the Declarant shall cause all of its appointed Directors to resign and the Members shall be entitled to elect Directors by a vote ("First Elected Board"). Thereafter, at the Annual Members' Meeting in the month of February of each year, the Members shall designate Directors by a plurality vote. The term of each Director's service shall extend until the next Annual Members Meeting and until his successor is duly elected and qualified, or until he is removed in the manner hereinafter provided.

After the Turnover Date, a Director may, for any reason deemed to be in the best interests of the Owners, be removed from office with or without cause upon the affirmative vote of Owners entitled to cast a majority of votes. A meeting of the Owners to so remove a Director shall be held upon the written request of ten percent (10%) of the Owners.

D. Turnover Date: The Turnover Date shall be the earlier to occur of either of the following events:

(a) Within sixty (60) days of the date Declarant no longer owns any portion of the Total Property; provided, however, that in the event any Institutional Mortgagees or their assigns acquire title to any portion of the Total Property as a result of foreclosures or deeds in lieu of foreclosure with respect to any mortgages given by Declarant or its successors or assigns, then in such event, the Turnover Date shall be within sixty (60) days of the date none of such Institutional Mortgagees or their assigns own any portion of the Total Property; or

(b) When Declarant elects to relinquish control of the Board and has obtained the prior written consent of all of the Institutional Mortgagees holding first mortgages, which consent shall not be unreasonably withheld.

E. The Board shall control the operation of the Association and shall possess all of the powers of the Association. All decisions of the Board, except the amendment of these Articles, shall be by a majority vote of the Directors present at a meeting of the Board and each Director shall be entitled to one (1) vote.

#### ARTICLE XI

##### INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees at all trial and appellate levels reasonably incurred by or imposed upon him in connection with the proceeding, litigation or settlement to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which such a Director or officer may be entitled by common or statutory law. Any costs incurred by the Association pursuant to this Article XI shall be a Common Expense.

#### ARTICLE XII

##### BYLAWS

Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of a majority of the Board.

## ARTICLE XIII

### AMENDMENTS

#### A. Amendment of the Articles

1. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice").

3. At such meeting a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon unless any Class of Members is entitled to vote thereon as a Class, in which event the proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each Class entitled to vote thereon as a Class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

4. An amendment may be adopted by a written statement signed by all Directors and all Members setting forth their intention that an amendment to the Articles be adopted.

B. No proposal to amend these Articles shall be presented for a vote of the Members unless such proposal is first approved by the Board.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and shall not be effective until recorded amongst the Public Records of Broward County, Florida, as part of an amendment to the Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Declarant, including, but not limited to, the right to designate and select Directors of the First Board as provided in Article X hereof, without the prior written consent thereto by Declarant.

## ARTICLE XIV

### REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1500 N.W. 49th Street, Suite 500, Fort Lauderdale, Florida 33309, and the initial registered agent of the Association at that address shall be R. Michael Nuckles, who shall also be the resident agent.

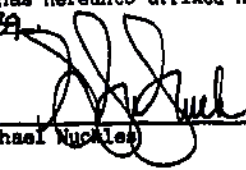
## ARTICLE XV

### DISSOLUTION

In the event of dissolution or final liquidation of the Association, the assets utilized in connection with the surface water management and drainage system, both real and personal, of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes of nearly as practicable the same as those to which they were required to be devoted by the

Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in him under the recorded covenants and deeds applicable to Port 95 Commerce Park unless made in accordance with the provisions of such covenants and deeds.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 1 day of May, 1989.

  
R. Michael Nuckles

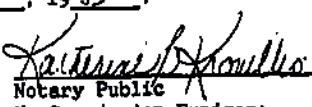
The undersigned hereby accepts the designation of Registered Agent and Resident Agent of Port 95 Commerce Park Association, Inc. as set forth in Article XIV of these Articles.

By:   
R. Michael Nuckles

STATE OF FLORIDA     }  
COUNTY OF Broward   } SS:

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared R. MICHAEL NUCKLES, to me known to be the person described as Incorporator in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature this 1 day of May, 1989.

 (SEAL)  
Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires March 10, 1992  
Bonded thru Tidy Fair - Insurance Inc.

BK21694P60613

AMENDMENT TO  
ARTICLES OF INCORPORATION  
OF  
PORT 95 COMMERCE PARK ASSOCIATION, INC.

We, the Directors and Members of PORT 95 COMMERCE PARK ASSOCIATION, INC., a Florida corporation not for profit ("Association"), do hereby certify under the seal of said Association as follows:

1. This Association was originally incorporated on May 11, 1989, under Chapter 617 of the laws of the State of Florida; and
2. That the Association is the association responsible for operating Port 95 Commerce Park, according to the Declaration of Covenants, Restrictions and Easements for Port 95 Commerce Park ("Declaration"), to be recorded amongst the Public Records of Broward County, Florida; and
3. That the Articles of Incorporation ("Articles") for the Association will be attached as Exhibit B to the Declaration; and
4. That the Directors and Members of the Association wish to amend the Articles in accordance with the requirements of Article XIII of the Articles; and
5. That Paragraph E of Article XIII of the Articles requires that "Declarant" consent in writing to any amendment regarding the "First Board" (as such terms are defined in the Articles);

NOW THEREFORE, this is to certify that:

1. The Resolution attached as Exhibit A hereto is a true copy of the Resolution amending the Articles. This Resolution was adopted and approved by all of the Directors and the Members of the Association by Consent in Lieu of Joint Meeting of the Board of Directors and Members executed on the 30<sup>th</sup> day of April, 1990;
2. The adoption and approval of the Resolution appears in the Minutes of the Association and is unrevoked; and
3. Declarant has indicated its consent to the Resolution by its execution hereof.

IN WITNESS WHEREOF, this Amendment has been executed by the Directors and Members of the Association and Declarant, this 30<sup>th</sup> day of April, 1990.

WITNESSES:

PORT 95 COMMERCE PARK ASSOCIATION, INC.

DIRECTORS:

Steph M. Wills  
Constance Bruhn

R. Michael Nuckles

Steph M. Wills  
Constance Bruhn

JAMES E. HERTZ  
James E. Hertz

Steph M. Wills  
Constance Bruhn

Glenn Weller  
Glenn Weller

(Corporate Seal)

BK21694P60614

WITNESSES:

John M. Liles  
Christine Brahm

John M. Liles  
Sally Brahm

John M. Liles  
Christine Brahm

MEMBERS:

ALANDCO, INC.

By: [Signature]  
(Corporate Seal)

TOW LAND FUND I HOLDING COMPANY

By: [Signature]  
(Corporate Seal)

DECLARANT:

ALANDCO, INC.

By: [Signature]  
(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS.

I HEREBY CERTIFY that on this day personally appeared before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, R. Michael Nuckles, a Director of PORT 95 COMMERCE PARK ASSOCIATION, INC., to me known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of March, 1990.

Charles H. Busby (SEAL)  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB. 25, 1992  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS.

I HEREBY CERTIFY that on this day personally appeared before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, James E. Hertz, a Director of PORT 95 COMMERCE PARK ASSOCIATION, INC., to me known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of March, 1990.

Charles H. Busby (SEAL)  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB. 25, 1992  
BONDED THRU GENERAL INS. UND.

BR21694P00615



STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS.

I HEREBY CERTIFY that on this day personally appeared before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, Glenn Weller, a Director of PORT 95 COMMERCE PARK ASSOCIATION, INC., to me known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of March, 1990.

Charles H. Busby (SEAL)  
Notary Public

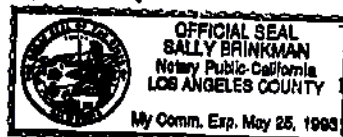
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB. 25, 1992  
BONDED THRU GENERAL INS. UND.

STATE OF )  
COUNTY OF ) SS.

I HEREBY CERTIFY that on this day personally appeared before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, Robert C. Schultz, Authorized Secretary of TCW LAND FUND I HOLDING COMPANY, to me known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of April, 1990.



Sally Brinkman (SEAL)  
Notary Public

My Commission Expires: 5/25/93

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS.

I HEREBY CERTIFY that on this day personally appeared before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, Glenn R. Weller, Vice President of ALANDCO, INC., to me known to be the person who signed the foregoing instrument as such officer, and acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of March, 1990.

Charles H. Busby (SEAL)  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. FEB. 25, 1992  
BONDED THRU GENERAL INS. UND.

BK21694P80616

EXHIBIT A

RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
PORT 95 COMMERCE PARK ASSOCIATION, INC.

RESOLVED, that the Articles of Incorporation of Port 95 Commerce Park Association, Inc. ("Articles"), are amended as follows:

1. Paragraph A of Article X of the Articles is hereby revised as follows:

"A. There shall be three (3) four (4) members on the first Board ("First Board") who are to serve until the First Elected Board."

2. Paragraph B of Article X of the Articles is hereby revised to include the following name and address:

"John Calvin

3129 North 29th Avenue  
Hollywood, Florida 33020"

As amended hereby, the Articles shall remain in full force and effect.

Coding: words lined through are deletions; words underlined are additions.

## EXHIBIT C

### BYLAWS OF PORT 95 COMMERCE CENTER ASSOCIATION, INC.

#### Section 1. Identification of Association

These are the Bylaws of Port 95 Commerce Park Association, Inc. (hereinafter referred to as the "Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes for the purpose of managing, operating and administering the planned commercial/industrial/office development known as "Port 95 Commerce Park."

1.1. The office of the Association shall be for the present at 1500 N.W. 49th Street, Suite 500, Fort Lauderdale, Florida 33309, and thereafter may be located at any place in Broward County, Florida, designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not For Profit."

#### Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Restrictions and Easements for Port 95 Commerce Park ("Declaration") are incorporated herein by reference. All terms defined in the Articles or Declaration shall be in quotation marks with initial capital letters the first time that each term appears in these "Bylaws."

#### Section 3. Membership; Members Meetings; Voting and Proxies

3.1. The qualification of "Members," the manner of their admission to "Membership" in the Association, the termination of such Membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in Broward County as the Board may determine and designate in the notice of such meeting, in the month of February of each year commencing with the February following the year in which the Declaration is recorded. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of the Declaration and the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings of the Members (meetings other than the Annual Members' Meeting) shall be held at any place within Broward County whenever called by the President or Vice-President or by a majority of the Board. A special meeting must be called by such President or Vice-President upon receipt of a written request from one-third (1/3) of the entire Membership.

3.4. A written notice of all Members' meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Member at his last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of "Directors" of the Association to be designated by "Declarant" or the number

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of Directors to be elected or designated by the Members, if applicable. All notices shall be signed by an officer of the Association or reflect a facsimile of such a signature. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the "Port 95 Commerce Park Documents" and except as to the election of Directors which shall be accomplished by a plurality vote, the decision of a majority of the Members (as evidenced by written response to be solicited in the notice) shall be binding on the Membership provided a quorum of the Membership submits a response. The notice shall set forth a time period during which the written responses must be received by the Association.

3.6. A quorum of the Members shall consist of Members entitled to cast a majority of the total number of votes of the Members. Any Member may join in the action of any Meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written "Proxy" shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Port 95 Commerce Park Documents, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purpose. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the Board shall appoint an election committee consisting of Members of the Association and one (1) officer of the Association to supervise the election, prepare ballots, count and verify ballots and Proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board ("Election Committee"). The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of its members but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

3.10. Voting rights of Members shall be as stated in the Declaration and Articles with respect to the election of all Boards other than the "First Board." Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated

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in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter if such request is made prior to the vote in question. The presiding officer of the Meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.12. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval by the vote of Members entitled to cast fifty-one percent (51%) of the votes of the entire Membership (at a duly called meeting of the Members at which a quorum is present whether by Proxy or otherwise) prior to the payment of or contracting for legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (i) the collection of "Individual Lot Assessments" and "Capital Assessments";
- (ii) the collection of other "Assessments" and/or charges which Members are obligated to pay pursuant to the Declaration;
- (iii) the enforcement of the use and occupancy restrictions contained in the Declaration; and
- (iv) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the "Common Areas," the "Lots" or to the Members.

#### Section 4. Board of Directors; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election, removal and, if applicable, designation of Directors shall be conducted in accordance with the Articles. The term of a Director's service shall be as stated in the Articles.

4.3. Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.5. Regular meetings of the Board may be held at such times and places in Broward County, Florida, as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice-President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Board. Such special meeting may be held in Broward County, Florida, at such time and place as determined by the Board or in such other place as all Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or

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by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, or elsewhere within the Port 95 Commerce Park Documents. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.8. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.9. Directors' fees, if any, shall be determined by the Members.

4.10. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

4.11. The Board may form executive committees ("Executive Committees") consisting of members of the Board to have and exercise such powers of the Board as may be delegated to such Executive Committees by the Board.

4.12. Meetings of the Board may be open to all the Members on such terms as the Board may determine. The Board may also hold closed meetings.

4.13. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

#### Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Port 95 Commerce Park Documents, as well as all of the powers and duties of a director of a corporation not for profit.

The powers and duties of the Board shall include, but not be limited to, architectural, landscaping and signage and site lighting design review and control which shall be established as provided in the Declaration. These duties may be delegated to an "Architectural Review Committee" as provided in the Declaration. The Declaration should be consulted for the method of obtaining Architectural Review Committee Approval.

5.1. Board to Adopt Rules and Regulations: The Board shall promulgate such further rules and regulations as it deems necessary. Such rules, regulations and revisions thereto shall be subject to the approval of Declarant, so long as Declarant owns any portion of the Total Property.

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5.2. Responsibility for Construction: The Board does not assume any responsibility for the quality of construction of any Improvements which result from the Board's review of any Plans.

5.3. Guidelines: The Board shall adopt and may modify from time to time guidelines as to architectural and landscape design as well as signage and site lighting guidelines ("Guidelines"). Such Guidelines are in addition to the requirements of all applicable governmental entities.

#### Section 6. Officers of the Association

6.1. Executive officers of the Association shall be the President, who shall be a Director, the Vice-President(s), a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously except where the functions of such offices are incompatible; but no person shall hold the office of President and any of the following offices simultaneously: Vice-President, Secretary or Assistant Secretary.

6.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of a corporation not for profit, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association.

6.3. In the absence or disability of the President, a Vice-President shall exercise the powers and perform the duties of the President. The Vice-President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice-President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the presidency in such order.

6.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. He shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

6.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

6.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director

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for the management or performance of contract services for all or any part of Port 95 Commerce Park.

#### Section 7. Accounting Records; Fiscal Management

7.1. The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by the Members and "Institutional Mortgagees" or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the Members. Such records shall include, but not be limited to, (i) a record of all receipts and expenditures; and (ii) an account for each Member which shall designate the name and address of the Member, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

7.2. The Board shall adopt the Budget (as provided for in the Declaration) of the anticipated "Common Expenses" of the Association for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, the proposed Budget for the Common Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member who shall be given notice of the Individual Lot Assessment applicable to his Lot. The copy of the Budget shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to Member at his last known address as shown on the records of the Association.

7.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Common Expenses and for all unpaid Common Expenses previously incurred; and (v) items of Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the assessments for Common Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

7.4. The Individual Lot Assessment shall be payable as provided for in the Declaration.

7.5. No Board shall be required to anticipate revenue from assessments or expend funds to pay for Common Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than monies from assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the

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subject of an adjustment to the applicable assessment (e.g., Individual Lot Assessment).

7.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

7.7. A report of the accounts of the Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report shall be furnished to each Member no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member shown on the records of the Association at his last known address shown on the records of the Association.

#### Section 8. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of any of the Common Areas; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Port 95 Commerce Park Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members shown on the records of the Association at the time of such delivery or mailing at the last known address for such Members as shown on the records of the Association and shall not take effect until forty-eight (48) hours after such delivery or mailing.

#### Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members of the Association and the Board; provided, however, if such rules of order are in conflict with any of the Port 95 Commerce Park Documents, Robert's Rules of Order shall yield to the provisions of such instruments.

#### Section 10. Amendment of the Bylaws

10.1. These Bylaws may be amended as hereinafter set forth in this Section 10.


10.2. Any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by the affirmative vote of a majority of Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all Directors as is permitted by these Bylaws.

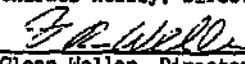
10.3. Notwithstanding any provision of this Section 10 to the contrary, these Bylaws shall not be amended in any manner which shall amend, modify or affect any provision, terms, conditions, rights or obligations set forth in any other of the Port 95 Commerce Park Documents, as the same may be amended from time to time in accordance with the provisions thereof, including, without limitation, any rights of Declarant or of an Institutional Mortgagee, without the prior written consent thereto by Declarant or the Institutional Mortgagee, as the case may be.

10.4. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of Broward County, Florida, in order to become effective.

The foregoing Bylaws of Port 95  
Commerce Park Association, Inc. are  
hereby adopted by all of the Directors  
of Port 95 Commerce Park Association,  
Inc. and constituting the Board of  
Directors of said Association this  
1 day of May, 1989.

  
R. Michael Nickles, Director

  
Charles Kelley, Director

  
Glenn Weller, Director

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

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09-21-95 09:39AM

DOCUMENT COVER PAGE

**AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR PORT 95 COMMERCE PARK**

EXECUTED BY:

ALANDCO, INC.  
11770 U.S. Highway #1  
North Palm Beach, FL 33408  
"DECLARANT"

SUBJECT PROPERTY:

A portion of Parcel I, Port 95 Commerce Park, according to the plat thereof, as recorded in Plat Book 144, Page 2 of the Public Records of Broward County, Florida, and being more particularly described in Exhibit "A" hereto.

BK 23935 PG 0394

RECORD AND RETURN TO:  
Robert H. Blank, Esquire  
Earl, Blank, Kavanaugh & Stotts, P.A.  
One Biscayne Tower, Suite 3636  
Miami, Florida 33131

142996 9-18-95

(S) 10/4 3/2

**AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR PORT 95 COMMERCE PARK**

THIS AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR PORT 95 COMMERCE PARK ("Amendment") is made as of the 13<sup>TH</sup> day of September, 1995 by ALANDCO, INC. ("Declarant").

**WITNESSETH:**

**WHEREAS**, on January 28, 1994, Declarant recorded that certain Declaration of Covenants, Restrictions and Easements of Port 95 Commerce Park recorded in Official Records Book 21694, Page 570 of the Public Records of Broward County, Florida as amended ("Declaration"), and

**WHEREAS**, Paragraph D of Article II of the Declaration provides that Declarant, so long as Declarant owns any portion of the "Subject Property" (as such term is defined in the Declaration), has the right to amend the Declaration without the consent of any "Owner" or the "Association" (as such terms are defined in the Declaration), for the purpose of deleting any property from the Subject Property; and

**WHEREAS**, Declarant is the owner of all of the real property ("Land") described in Exhibit A attached hereto and made a part hereof, and

**WHEREAS**, the Land was included in Exhibit A to the Declaration and is part of the Subject Property; and

**WHEREAS**, Declarant desires to remove the Land from the Subject Property; and

**WHEREAS**, the site plan attached hereto as Exhibit B and made a part hereof ("Site Plan") depicts the revised plan of development for the remaining portions of the Subject Property; and

**WHEREAS**, Declarant desires to change its plans for the development of the Land, which plan is different from the development of the remaining portions of the Subject Property.

**NOW, THEREFORE**, Declarant hereby states and declares:

1. The foregoing recitations are true and correct and incorporated herein by reference.
2. All defined terms used herein shall have their meaning as defined in the Declaration.

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3. The Land described on Exhibit A hereto shall no longer be subjected to the terms and provisions of the Declaration. The Land described on Exhibit A hereto shall no longer be part of the Subject Property.

IN WITNESS WHEREOF, this Amendment has been executed by Declarant the day and year first above set forth.

WITNESSES:

Lisa Matys

William C. Dill

DECLARANT:

Stephen M. Collins  
ALANDCO, INC

By: Stephen M Collins  
Printed Name

STATE OF Florida )  
COUNTY OF Palm Beach ) SS:

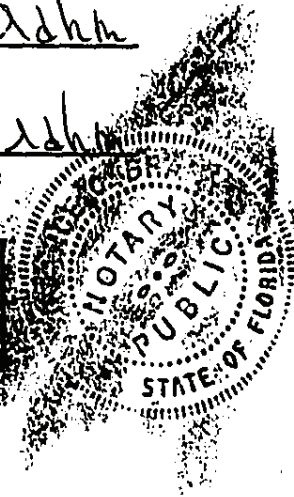
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Stephen M. Collins, the Vice President [title] of Alandco, Inc., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally know to me (or has produced \_\_\_\_\_ as identification).

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of September, 1995.

Constance C. Brahm  
Notary Public

Constance C. Brahm  
Printed name of Notary Public

OFFICIAL NOTARY SEAL  
CONSTANCE C BRAHM  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC36562  
MY COMMISSION EXP. MAY 6, 1998



BK23935PG0396

**EXHIBIT A**

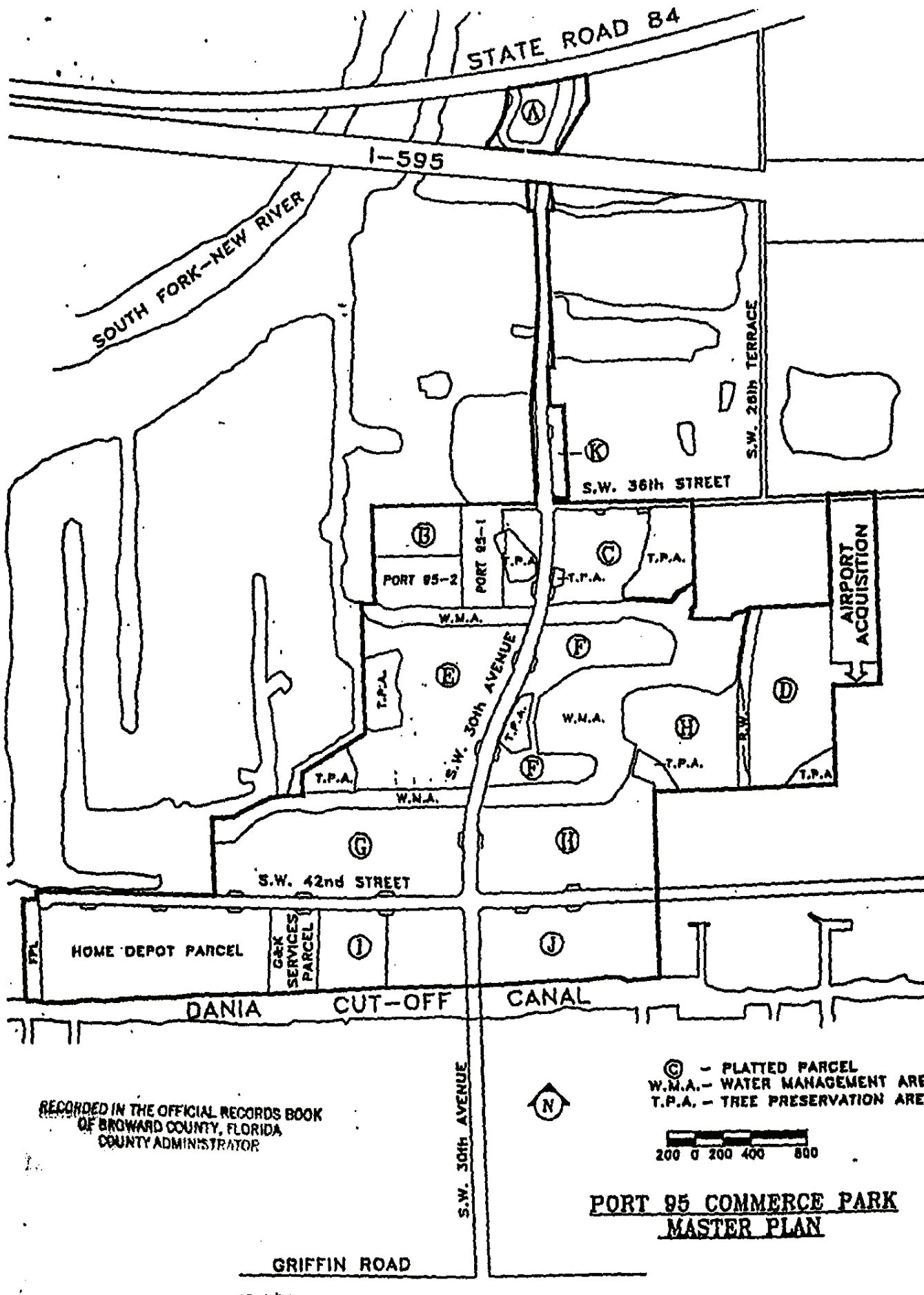
**LEGAL DESCRIPTION**

**A PORTION OF PARCEL I, PORT 95 COMMERCE PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 144, PAGE 2 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL I; THENCE NORTH 01°41'18" WEST, ALONG THE WESTERLY BOUNDARY OF SAID PARCEL I, A DISTANCE OF 707.60 FEET; THENCE NORTH 89°09'16" EAST, A DISTANCE OF 100.01 FEET; THENCE SOUTH 01°41'18" EAST, A DISTANCE OF 16.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 43°20'35" AND AN ARC LENGTH OF 41.61 FEET, THE LAST THREE DESCRIBED COURSES BEING COINCIDENT WITH THE NORTHERLY BOUNDARY OF SAID PARCEL I; THENCE SOUTH 01°41'18" EAST, ALONG A NON-TANGENT LINE LYING 115.00 FEET EAST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE WESTERLY BOUNDARY OF SAID PARCEL I, A DISTANCE OF 667.05 FEET; THENCE NORTH 79°38'20" WEST, ALONG A SOUTHERLY BOUNDARY OF SAID PARCEL I, A DISTANCE OF 50.67 FEET; THENCE NORTH 88°02'10" WEST, ALONG SAID SOUTHERLY BOUNDARY, A DISTANCE OF 65.58 FEET TO THE POINT OF BEGINNING.**

**SAID LANDS LYING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA, CONTAINING 1.865 ACRES (81,254 SQUARE FEET) MORE OR LESS.**

BK23935PG0397



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

© - PLATTED PARCEL  
W.M.A. - WATER MANAGEMENT AREA  
T.P.A. - TREE PRESERVATION AREA

200 0 200 400 800

**PORT 95 COMMERCE PARK  
MASTER PLAN**

BK23935PC0398



509828900 *AN*  
WILL CALL  
TITLE INSURANCE CO.  
2701 GATEWAY DRIVE  
POMPANO BEACH, FLORIDA 33069

INSTR # 101334200  
OR BK 32119 PG 0854

RECORDED 09/18/2001 11:15 AM  
COMMISSION  
BROWARD COUNTY  
DEPUTY CLERK 1923

**AMENDMENT TO DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR PORT 95 COMMERCE PARK**

This Amendment ("Amendment") to Declaration of Covenants, Restrictions and Easements for Port 95 Commerce Park is made as of this 14 date of September, 2001 by Alandco, Inc. ("Declarant").

**RECITALS**

WHEREAS, on January 29, 1994 Declarant recorded that certain Declaration of Covenants, Restrictions and Easements of Port 95 Commerce Park, in Official Records Book 21694, Page 570 of the Public Records of Broward County, Florida ("Original Declaration");

WHEREAS, by Amendment to Declaration of Covenants, Restrictions and Easement for Port 95 Commerce Park dated as of September 13, 1995 and recorded in Official Records Book 23935, Page 394 ("First Amendment") Declarant caused the Original Declaration to be amended (the Original Declaration, as amended by the First Amendment is hereinafter referred to as the "Declaration");

WHEREAS, Paragraph C of Article II of the Declaration entitled "Additions of Other Property" provides that so long as Declarant owns any portion of the "Property" (as such term is defined in the Declaration), Declarant, has the right to amend the Declaration without the consent of any "Owner" or the "Association" (as such terms are defined in the Declaration), for the purpose of adding other property to the land use provisions and other benefits, burdens, restrictions, covenants and provisions contained in the Declaration;

WHEREAS, Declarant is the owner of the real property described in Exhibit A attached hereto and made a part hereof;

WHEREAS, the land described in Exhibit A hereto was included in the Declaration and remains a part of the Property;

WHEREAS, ProLogis Development Services Corporation, a Delaware corporation ("ProLogis"), is the owner of a certain parcel of unimproved Real Estate adjacent to certain portions of the Property which land ("ProLogis Property") is legally described on Exhibit B attached hereto and made a part hereof;

WHEREAS, ProLogis and Declarant desires that the ProLogis Property becomes subject to the benefits, burdens, restrictions, covenants and other provisions contained in the Declaration;

WHEREAS, ProLogis has agreed to join in this Amendment for purposes of consenting and agreeing that the ProLogis Property shall become subject to their benefits, burdens, restrictions, covenants and other provisions contained in the Declaration.

NOW, THEREFORE, Declarant hereby states and declares as follows:

1. That the foregoing recitals are true and correct and are incorporated herein by reference.
2. All defined terms used herein shall have the same meaning and definition as set forth in the Declaration, unless defined differently in this Amendment.
3. The ProLogis Property shall from and after the date hereof be subject to the terms and provisions of the Declaration and is part of the Property.
4. By its signature below, ProLogis joins in this Amendment and agrees that the ProLogis Property hereinafter shall be subject to the land use provisions and other benefits, burdens, restrictions, covenants and provisions contained in the Declaration.

IN WITNESS WHEREOF, this Amendment has been executed by Declarant and ProLogis on the day and year first above set forth.

WITNESSES:

Donna M. Rodabaugh  
SPDR

ALANDCO, INC.,

a Florida corporation

By: SMC

Name: Stephen M. Collins

Title: Vice-President

**JOINDER**

The undersigned ProLogis Development Services Incorporated, having an office address of 14100 East 35th Place, Aurora, Colorado 80011, hereby joins in the execution of this Amendment for the uses and purposes set forth in Paragraph 4, above.

WITNESSES:

corporation,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROLOGIS DEVELOPMENT SERVICES  
INCORPORATED, a Delaware

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ALANDCO, INC.,  
a Florida corporation

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

**JOINDER**

The undersigned ProLogis Development Services Incorporated, having an office address of 14100 East 35th Place, Aurora, Colorado 80011, hereby joins in the execution of this Amendment for the uses and purposes set forth in Paragraph 4, above.

WITNESSES:

corporation,

Wendy Whalen  
Supreme Green

PROLOGIS DEVELOPMENT SERVICES  
INCORPORATED, a Delaware

By: Scott Strine

Name: Scott Strine

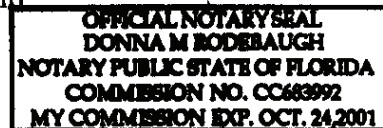
Title: Vice President

STATE OF FLORIDA )  
 ) SS.  
 COUNTY OF PALM BEACH )

I hereby certify that on this 14th day, <sup>of September, 2001</sup> before me, an officer duly authorized in the state of foresaid and the county of foresaid to take acknowledgments, the foregoing instrument was acknowledged before me by Stephen M Collins, the Vice President of Alandco, Inc., a Florida corporation, freely and voluntarily under the authority invested in him/her by said corporation and that he/she is personally known to me (or produced \_\_\_\_\_ as identification).

Donna M Rodebaugh  
 Witness my Hand and Seal in the county and state last foresaid

Date: September \_\_\_\_, 2001



STATE OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

I hereby certify that on this \_\_\_\_ day, before me, an officer duly authorized in the state of foresaid and the county of foresaid to take acknowledgments, the foregoing instrument was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of ProLogis Development Services Incorporated, a Delaware corporation, freely and voluntarily under the authority invested in him/her by said corporation and that he/she is personally known to me (or produced \_\_\_\_\_ as identification).

\_\_\_\_\_  
 Witness my Hand and Seal in the county and state last foresaid

Date: September \_\_\_\_, 2001



STATE OF FLORIDA                     )  
   ) SS.  
 COUNTY OF PALM BEACH            )

I hereby certify that on this \_\_\_\_ day, before me, an officer duly authorized in the state of foresaid and the county of foresaid to take acknowledgments, the foregoing instrument was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of Alandco, Inc., a Florida corporation, freely and voluntarily under the authority invested in him/her by said corporation and that he/she is personally known to me (or produced \_\_\_\_\_ as identification).

\_\_\_\_\_  
 Witness my Hand and Seal in the county and state last foresaid

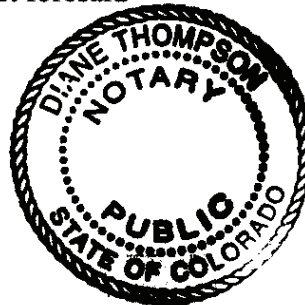
Date: September \_\_\_\_, 2001

STATE OF Colorado                     )  
   ) SS.  
 COUNTY OF Adams                     )

I hereby certify that on this 13<sup>th</sup> day, before me, an officer duly authorized in the state of foresaid and the county of foresaid to take acknowledgments, the foregoing instrument was acknowledged before me by Scott Brine, the Vice President of ProLogis Development Services Incorporated, a Delaware corporation, freely and voluntarily under the authority invested in him/her by said corporation and that he/she is personally known to me (or produced \_\_\_\_\_ as identification).

Diane Thompson  
 Witness my Hand and Seal in the county and state last foresaid

Date: September 13, 2001



\\fil-srv01\MAUSC\359926v01\7PPY011.DOC:9/12/01

My Commission Expires 11/01/2004

**EXHIBIT "A"**

**Legal Description**

Parcels A and K in Port 95 Commerce Park, according to plat thereof recorded in Plat Book 144, Page 2, public records of Broward County, Florida.

**EXHIBIT "B"**

**PROLOGIS PROPERTY LEGAL DESCRIPTION**

Parcel "A" of Edgewater Farms, according to plat thereof, as recorded in Plat Book 143, Page 33, of the Public Records of Broward County, Florida.

\\fil-srv01\MAUSC\359926\01\7PPY01\1.DOC\9/12/01

Prepared by and after Recording

Return to:

Seth S. Sheitelman, Esq.  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, Florida 33408

**EASEMENT**  
(Corporate)

KNOW ALL MEN BY THESE PRESENTS that Lis Holdings, LLC, a Florida limited liability company ("**Grantor**"), whose address is 3715 N. 37<sup>th</sup> Terrace, Hollywood, Florida 33021, in considerations, receipt of which is hereby acknowledged, does hereby grant to the Florida Power & Light Company, a Florida corporation, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420, and to its successors and assigns ("**Grantee**") (the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under the Agreement or a portion of such rights with Grantee or its other assigns retaining and exercising the other rights), an easement forever for a right-of-way to be used for the construction, operation and maintenance of one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, "H" frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind (all of the foregoing hereinafter referred to as "**facilities**"), over, under, in, on, upon and across the lands of the Grantor situated in the County of Broward and the State of Florida and being more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Easement Area**");

together with the right and privilege from time to time to reconstruct, inspect, alter, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate such facilities or any part of them upon, across, over or under the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes, including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Easement Area and on lands of Grantor adjoining the Easement Area that may interfere with the proper construction, operation and maintenance of such facilities or any part of them, the right to mark the location of any underground facilities by above ground and other suitable markers and the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder.

Grantor, however, reserves the right and privilege to use the Easement Area for agricultural and such other purposes except as herein granted or as might interfere or be inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its successors or assigns, or as might cause a hazardous condition; provided, however, and by the execution and delivery hereof Grantor so expressly agrees that no portion of the Easement Area shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of Grantee, or its successors or assigns, and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over,

RETURN TO: FILE NO. 39863  
**Chicago Title Insurance Agency, Inc.**  
3067 East Commercial Boulevard  
Fort Lauderdale, Florida 33308



LS

under, upon or across the Easement Area by Grantor, or the heirs, personal representatives, successors or assigns of Grantor.

By the execution hereof, Grantor covenants that it has the right to convey this easement and that Grantee and its successors and assigns shall have quiet and peaceful possession, use and enjoyment of this easement and the rights granted hereby.

(Signature and Notary on Following Page)

IS



IN WITNESS WHEREOF, Grantor has executed this Agreement this 6 day of April, 2016.

Signed, sealed and delivered  
in the presence of:

Signature

Print Name: ALBERT CHAYEN

Signature:

Print Name: Laura Duran

**Grantor:**

Lis Holdings, LLC,  
a Florida limited liability company

Israel Savir, Managing Member

**ACKNOWLEDGMENT**

STATE OF FLORIDA )

COUNTY OF Broward )

) ss:

On this 6<sup>th</sup> day of April, 2016 before me, the undersigned notary public, personally appeared Israel Savir, as Managing Member of Lis Holdings, LLC, a Florida limited liability company, personally known to me to be the person who subscribed to the foregoing instrument or who has produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



NOTARY PUBLIC, STATE OF FLORIDA

Print name: Laura Duran

Commission No.: FF030965

My Commission Expires: 06/25/2017

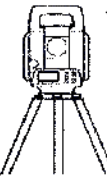
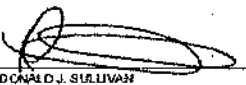
**EXHIBIT A****Legal Description of Easement Area****"EXHIBIT A"  
SKETCH & DESCRIPTION****DESCRIPTION:**

THE EAST 6.00 FEET OF THE SOUTH 20 FEET OF PARCEL K, PORT 95 COMMERCE PARK  
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 144, PAGE 2, OF THE PUBLIC  
RECORDS OF BROWARD COUNTY, FLORIDA.

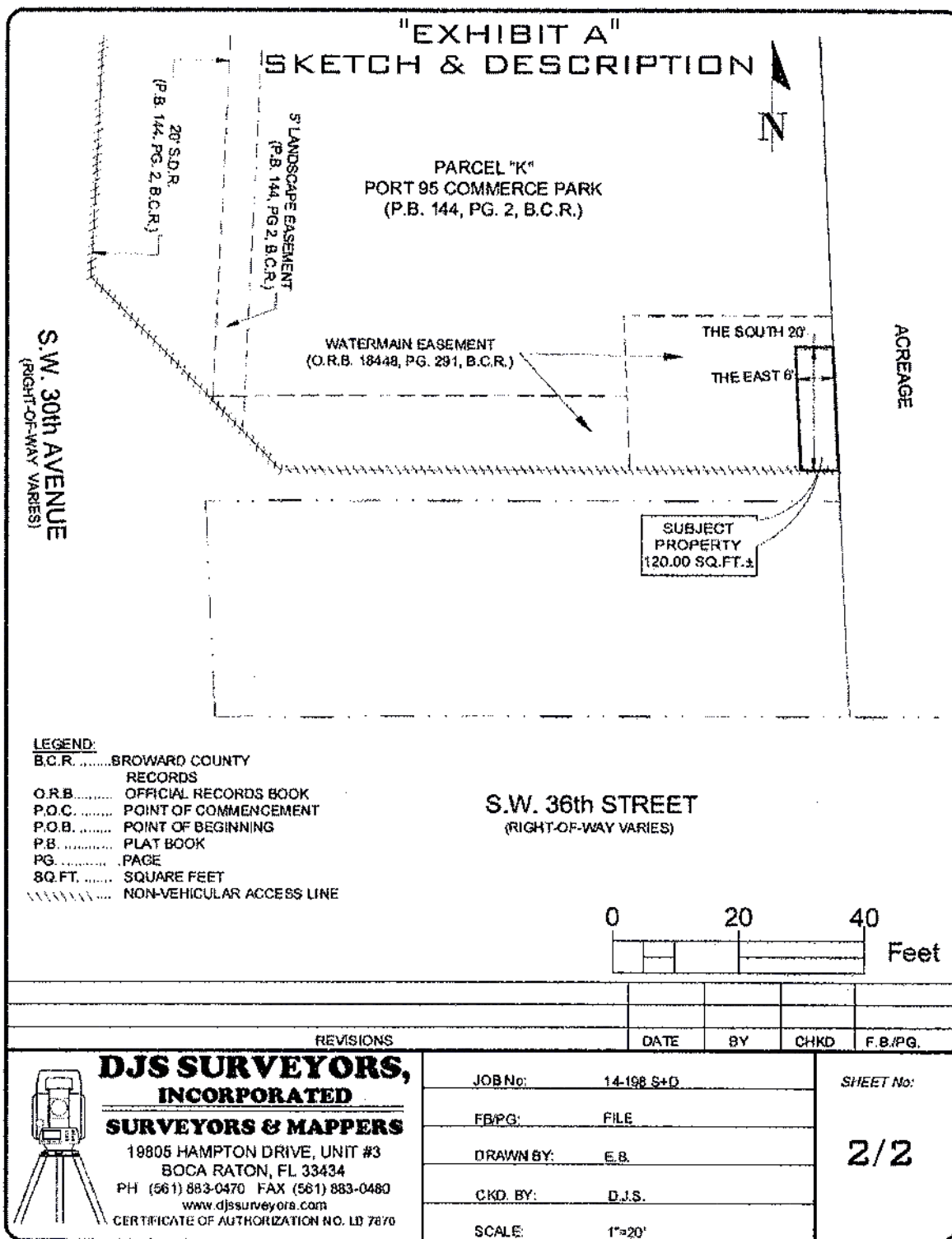
SAID LANDS SITUATE, LYING AND BEING IN AND BROWARD COUNTY, FLORIDA, CONTAINING  
120.00 SQUARE FEET MORE OR LESS.

**NOTES:**

1. THIS IS NOT A MAP OF BOUNDARY SURVEY, BUT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
2. NO MONUMENTATION WAS SET DURING THE PREPARATION OF THIS INSTRUMENT.
3. THE UNDERSIGNED & DJS SURVEYORS, INC., MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS RECORD.

REVISIONS		DATE	BY	CHKD	F.B./PG.	
 <b>DJS SURVEYORS, INCORPORATED</b> <b>SURVEYORS &amp; MAPPERS</b> 19806 HAMPTON DRIVE, UNIT #3 BOCA RATON, FL 33434 PH (561) 883-0470 FAX (561) 883-0480 www.djsurveyors.com CERTIFICATE OF AUTHORIZATION NO. LB 7870		NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER  DONALD J. SULLIVAN PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 6422 DATED: 10/10/14		JOB No: 14-198 S+D FB/PG: FILE DRAWN BY: E.B. CKD BY: D.J.S. SCALE: N/A		SHEET No:  <b>1 / 2</b>

IS



69- 10391

RESOLUTION DESIGNATING AREA OF  
OPERATION OF BROWARD COUNTY  
WATER AND SEWER SYSTEM NO. 3

WHEREAS, Broward County owns and operates a water and sewer system known and designated as Broward County Water and Sewer System No. 3; and

WHEREAS, it is deemed advisable that the area served and to be served by said water and sewer system be designated as the area of operation of said water and sewer system pursuant to the provisions of Chapter 63-1181, Laws of Florida, Special Acts of 1963, as amended; now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS  
OF BROWARD COUNTY, FLORIDA:

Section 1. The area described as:

All of Sections 32-50-42 and 31-50-42, the E 1/2 of Section 36-50-41, the N 3/4 of the NW 1/4 of Section 36-50-41, that portion of Section 25-50-41 and Section 30-51-41 South of the Dania Cut-Off Canal, all of Section 29-50-42, all that portion of Section 20-50-42 that lies South of the New River Canal, that portion of the SE 1/4 of Section 7-50-42 that lies South of the New River Canal, that portion of Section 28-50-42 that lies West of the West Right of Way of the Seaboard Air Line Railroad and that portion of Section 33-50-42 that lies West of the West Right of Way of the Seaboard Air Line Railroad.

The above described land is also known as that portion of land limited to the South by Stirling Road (S. W. 60th Street) to the West by State Road No. 7 and the Florida State Turnpike, to the North by the Dania Cut-Off Canal and the New River Canal, and to the East by the West Right of Way of the Seaboard Air Line Railroad.

is hereby designated as the area of operation to be served by and in which Broward County Water and Sewer System No. 3 will operate.

Section 2. The Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners is authorized and directed to record a certified copy of this resolution in the public records of Broward County, Florida.

Section 3. This resolution shall take effect immediately.

ADOPTED this 10th day of December, 1968.

Per County Commission  
Water & Sewer System #3  
Return to County Secretary

23 PM 4:33

Fee

STATE OF FLORIDA     )  
                              ) SS  
COUNTY OF BROWARD )

I, Jack Wheeler, Clerk of the Circuit Court in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at its regular meeting held on the 10th day of December, 19 68, as appears in record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 23rd day of January, A. D., 19 69.

JACK WHEELER, CLERK

By James M. Gray  
Deputy Clerk

NOTED: DEPT. OF REVENUE  
OF FLORIDA  
JACK WHEELER  
CLERK OF CIRCUIT COURT



71- 33818

RESOLUTION CORRECTING RESOLUTION  
DESIGNATING AREA OF OPERATION OF  
BROWARD COUNTY WATER AND SEWER  
SYSTEM NO. 3.

WHEREAS, it has come to the attention of the Board of County Commissioners of Broward County, Florida, that there is a typographical error in that certain resolution adopted the 10th day of December, 1968, recorded in O. R. Book 3843 at page 410 of the public records of Broward County, Florida, which resolution designated the area served and to be served by Water and Sewer System No. 3; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS  
OF BROWARD COUNTY, FLORIDA:

Section 1. Section 1 of said resolution of December 10, 1968, is corrected to read as follows:

"Section 1. The area described as:

All of Sections 32-50-42 and 31-50-42, the E 1/2 of Section 36-50-41, the N 330 feet of the NW 1/4 of Section 36-50-41, that portion of Section 25-50-41 and Section 30-51-41 South of the Dania Cut-Off Canal, all of Section 29-50-42, all that portion of Section 20-50-42 that lies South of the New River Canal, that portion of the SE 1/4 of Section 17-50-42 that lies South of the New River Canal, that portion of Section 28-50-42 that lies West of the West Right of Way of the Seaboard Air Line Railroad and that portion of Section 33-50-42 that lies West of the West Right of Way of the Seaboard Air Line Railroad,

The above described land is also known as that portion of land limited to the South by Stirling Road (S. W. 60th Street) to the West by State Road No. 7 and the Florida State Turnpike, to the North by the Dania Cut-Off Canal and the New River Canal, and to the East by the West Right of Way of the Seaboard Air Line Railroad.

is hereby designated as the area of operation to be served by and in which Broward County Water and Sewer System No. 3 will operate."

Section 2. The Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners is authorized and directed to record a certified copy of this resolution in the public records of Broward County, Florida.

Section 3. This resolution shall take effect immediately.

ADOPTED this 9th day of March, A. D. 1971.

*Per Board of County Com - WYSS # 3  
Return County Atty.*

71 MAR 10 AM 11:22

OFF 4442 REC 847

*File*

STATE OF FLORIDA     )  
                              ) SS  
COUNTY OF BROWARD )

I, Jack Wheeler, Clerk of the Circuit Court in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at its regular meeting held on the 9th day of March, 1971, as appears in record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of March, A. D., 1971.

JACK WHEELER, CLERK

By *Janet M. Krey*  
Deputy Clerk



RECORDED IN OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
JACK WHEELER  
CLERK OF CIRCUIT COURT

OFF 4442  
REC 4442 PAGE 848

RESOLUTION CORRECTING RESOLUTION  
DESIGNATING AREA OF OPERATION OF  
BROWARD COUNTY WATER AND SEWER  
SYSTEM NO. 3.

WHEREAS, it has come to the attention of the Board of County Commissioners of Broward County, Florida, that there is a typographical error in that certain resolution adopted the 10th day of December, 1968, recorded in O. R. Book 3843 at page 410 of the public records of Broward County, Florida, which resolution designated the area served and to be served by Water and Sewer System No. 3; NOW, THEREFORE,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

Section 1. Section 1 of said resolution of December 10, 1968, is corrected to read as follows:

"Section 1. The area described as:

All of Sections 32-50-42 and 31-50-42, the E 1/2 of Section 36-50-41, the N 330 feet of the NW 1/4 of Section 36-50-41, that portion of Section 25-50-41 and Section ~~30-51-41~~ South of the Dania Cut-Off Canal, all of Section 29-50-42, all that portion of Section 20-50-42 that lies South of the New River Canal, that portion of the SE 1/4 of Section 17-50-42 that lies South of the New River Canal, that portion of Section 28-50-42 that lies West of the West Right of Way of the Seaboard Air Line Railroad and that portion of Section 33-50-42 that lies West of the West Right of Way of the Seaboard Air Line Railroad.

The above described land is also known as that portion of land limited to the South by Stirling Road (S. W. 60th Street) to the West by State Road No. 7 and the Florida State Turnpike, to the North by the Dania Cut-Off Canal and the New River Canal, and to the East by the West Right of Way of the Seaboard Air Line Railroad.

is hereby designated as the area of operation to be served by and in which Broward County Water and Sewer System No. 3 will operate."

Section 2. The Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners is authorized and directed to record a certified copy of this resolution in the public records of Broward County, Florida.

Section 3. This resolution shall take effect immediately.

ADOPTED this 9th day of March, A. D. 1971.

*Per Bd of County Com - W&SS No. 3*  
*Return County Attorney*

JACK WHEELER, COUNTY RECORDER

71 JUL 27 PM 2:31

OFF 4563 PAGE 472

*File 6-11*

STATE OF FLORIDA     )  
                              ) SS  
COUNTY OF BROWARD )

I, Jack Wheeler, Clerk of the Circuit Court in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners at its regular meeting held on the 9th day of March, 1971, as appears in record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10th day of March, A. D., 1971.

JACK WHEELER, CLERK

By Juanita D. King  
Deputy Clerk

RECORDED IN OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
JACK WHEELER  
CLERK OF CIRCUIT COURT

OFF. 4563 PAGE 473