

REQUESTED COMMISSION ACTION:

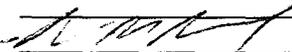
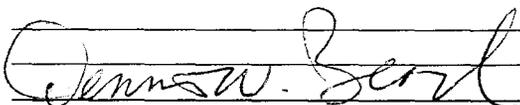
Consent     Ordinance     Resolution     Consideration/Discussion     Presentation

SHORT TITLE OR MOTION: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPERTY CITY OFFICIALS TO EXECUTE A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN THE CITY OF POMPANO AND SUMMAN WESTERN INVESTMENTS, INC. PROVIDING AN EFFECTIVE DATE.

**Summary of Purpose and Why:**

Summary: The City Commission approved a Tri-Party Agreement July 23, 2013 by Resolution No. 340 (Attached) to provide for a public roadway connecting NW 31<sup>st</sup> Avenue to the Residences of Palm Aire site and to properties north and south, including the 12-acre City Park. This Temporary Construction Easement Agreement will permit the developer to construct the road and a new water line.

- (1) Origin of request for this action: Debbie Orshefsky, Esq. of Holland & Knight, LLP
- (2) Primary staff contact: Maggie Barszewski/ Robin Bird Ext. 7921
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: N/A

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	8/24/15	Approval	
City Attorney	7/6/2015		CAC: #2015-1360
<input type="checkbox"/> Advisory Board			
<input checked="" type="checkbox"/> City Manager			

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1 <sup>st</sup> Reading _____	1 <sup>st</sup> Reading _____	Results: _____	Results: _____
2 <sup>nd</sup> Reading _____	_____	_____	_____



**City Attorney's Communication #2015-1360**  
August 3, 2015

**TO:** Robin M. Bird, Development Services Director  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Resolution - Temporary Construction Easement Agreement

As requested, I have prepared and attached herewith a resolution captioned as follows:

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SUMMAN WESTERN INVESTMENTS, INC.; PROVIDING AN EFFECTIVE DATE.**

Please carefully review the form of easement agreement before placing before the City Commission to determine if it is satisfactory for your purposes.

  
GORDON B. LINN

GBL/jrm  
l:cor/dev-srv/2015-1360

Attachment

RESOLUTION NO. 2015- \_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SUMMAN WESTERN INVESTMENTS, INC.; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Temporary Construction Easement Agreement between the City of Pompano Beach and Summan Western Investments, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Summan Western Investments, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

This instrument was prepared by  
and after recording return to:

Lauren Deutch, Esq.  
Broad and Cassel  
7777 Glades Road, Suite 300  
Boca Raton, Florida 33434

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 201\_, by the City of Pompano Beach, Florida, a Florida municipal corporation, whose mailing address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060 (the "City") and Summan Western Investments, Inc., a Florida corporation, whose mailing address is 449 Sunset Drive, Hallandale Beach, Florida 33009 ("Summan"), in favor of West Atlantic Boulevard Apartments Investors LLC, a Delaware limited liability company, whose mailing address is 2001 Summit Park Drive, Suite 300, Orlando, Florida 32810 (the "Grantee").

### WITNESSETH:

WHEREAS, the City is the owner of that real property located in Broward County, Florida, described on Exhibit "A" attached hereto and made a part hereof ("City Property"); and

WHEREAS, Summan is the owner of that real property located in Broward County, Florida, located adjacent to the City Property and described on Exhibit "B" attached hereto and made a part hereof (the "Summan Property");

WHEREAS, the Grantee is the owner of that real property located in Palm Beach County, Florida, located to the west of the City Property (the "Grantee Property");

WHEREAS, the Grantee will be constructing on the City Property certain improvements consisting of a water line (the "New Water Line") and a road (the "Road" and together with the New Water Line, collectively the "Improvements") to provide access to and from the Grantee Property for access and ingress and egress ultimately to NW 31<sup>st</sup> Avenue in Broward County, Florida;

WHEREAS, the City has agreed to grant to the Grantee a temporary construction easement over the City Property to facilitate the construction of the Improvements on the City Property;

WHEREAS, Summan has agreed to grant to the Grantee a temporary construction easement over the Summan Property to facilitate the construction of the Improvements on the City Property; and

WHEREAS, the City, Summan and the Grantee desire to enter into this Agreement to set forth the terms of their agreement as to easements for the construction of the Improvements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agrees as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Temporary Construction Easements. The City hereby grants to the Grantee, its employees, contractors, subcontractors, licensees, vendors, material suppliers, agents, successors and assigns, a temporary, non-exclusive easement in, over and across the City Property, together with any and all other rights of ingress, egress, regress, use and access which are reasonably necessary or appropriate to permit the full, non-exclusive use of the City Property to facilitate the construction of the Improvements (including any warranty work necessary after completion of the Improvements) on the City Property, including an easement and right to store materials and equipment on the City Property as necessary in connection with such construction. Summan hereby grants to the Grantee, its employees, contractors, subcontractors, licensees, vendors, material suppliers, agents, successors and assigns, a temporary, non-exclusive easement in, over and across the Summan Property, together with any and all other rights of ingress, egress, regress, use and access which are reasonably necessary or appropriate to permit the full, non-exclusive use of the Summan Property to facilitate the construction of the Improvements (including any warranty work necessary after completion of the Improvements) on the City Property, including an easement and right to store materials and equipment on the Summan Property as necessary in connection with such construction. The Grantee agrees that the use of the City Property and the Summan Property shall at all times be in accordance with and in full compliance with any and all applicable laws, rules and regulations including, without limitation, the governmental regulations of the City, Broward County and the State of Florida.

3. Term. This Agreement shall automatically terminate upon the earlier to occur of (a) one year after the completion of the installation of the Improvements and final acceptance of same by the City, or (b) two (2) years from the date of recordation of this Agreement. Notwithstanding the preceding sentence, upon the request of any of the parties hereto after the completion of the installation of the Improvements and expiration of any warranty period, all of the parties hereto agree to join in and execute a written termination of this Agreement and all easements contained herein in recordable form to be recorded within the public records of Broward County in order to terminate and discharge this Agreement from such public records.

4. Indemnification by Grantee. The Grantee hereby agrees to indemnify, save and hold the City and Summan, harmless from and against any and all claims, liens, actions, cause of action, loss, damage, injury, liability, cost or expense, including without limitation reasonable attorney's fees, arising or resulting from or in connection with the use of the easements granted herein by the Grantee or any of its employees, contractors, subcontractors, licensees, vendors, material suppliers, agents, and/or successors and assigns, and/or the construction of the Improvements. The Grantee, at its expense, shall maintain commercial general liability and property damage insurance in an amount not less than \$1,000,000 combined single limits, which insurance shall be underwritten by an insurance company licensed to do business in Florida, and which policy shall name the City and Summan as additional insureds. The Grantee shall furnish the City and Summan with certificates of insurance evidencing the initial coverage, and with

renewal certificates prior to the expiration of each policy period. The Grantee also agrees to cause its contractors performing any work with respect to the construction of the Improvements to obtain and maintain workers' compensation insurance as required by law and commercial general liability insurance in an amount not less than \$1,000,000 combined single limits.

5. Miscellaneous.

(a) Amendment: This Agreement constitutes the entire agreement between the parties, and supersedes any other agreement or understanding of the parties with respect to the easements herein contained. This Agreement may not be amended or modified in whole or in part except by an instrument in writing signed by the City, Summan and the Grantee, and recorded in the Public Records of Broward County, Florida. No waiver of any term, provision, condition, covenant or agreement herein contained by a party shall be effective unless set forth by writing signed by such party, and any such waiver shall be effective only to the extent set forth in such writing. No failure by a party to exercise nor a delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any right or remedy provided at law or in equity. No right, power or remedy of any party is intended to be exclusive of any other right, power or remedy, but each and every such right, power or remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing in law or in equity or by statute.

(b) Successors and Assigns: The rights and obligations described herein are intended as, and shall be, covenants running with the land described herein and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. All obligations of the City, Summan and the Grantee, respectively hereunder, shall be binding upon their respective successor-in-title and assigns.

(c) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and exclusive venue for any proceeding arising herefrom shall be in Broward County, Florida. Whenever in this Agreement one of the parties is named or referred to, the heirs, legal representatives, successors and/or assigns of such party shall be included, and all covenants and agreements contained in this Agreement by or on behalf of any party shall bind and inure to the benefit of such party's respective heirs, legal representatives, successors and/or assigns, whether so expressed or not.

(d) Headings: The headings used in this Agreement are for convenience of reference only and shall not be deemed to vary the content of this Agreement or the covenants and agreements herein set forth, or limit the provisions or scope of any provisions hereof.

(e) Severability: If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

**[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]**

“CITY”:

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

WITNESSES:

SUMMAN WESTERN INVESTMENT, INC., a Florida corporation

*[Signature]*  
 Name: T. H. E. Jacobs  
*[Signature]*  
 Name: GERALD E. COWEN

By: *[Signature]*  
 Harry T. Hurley, President

STATE OF FLORIDA     )  
   )  
 COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2011, by Harry T. Hurley, as President of Summan Western Investment, Inc., on behalf of said company. He is personally known to me or has produced \_\_\_\_\_ as identification.

*[Signature]*  
 Notary Public, State of Florida  
 Name: \_\_\_\_\_  
 Commission Expires: \_\_\_\_\_



Exhibit "A"  
Legal Description of the City Property

# SKETCH AND LEGAL DESCRIPTION

(THIS IS NOT A SURVEY)

NOT VALID WITHOUT SHEETS 1 & 2 OF 2

## LEGAL DESCRIPTION:

A PORTION OF PARCEL C, RESIDENCES OF PALM AIRE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 181, PAGES 178 THROUGH 182, INCLUSIVE, AND A PORTION OF PARCEL G, GIBSON'S PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 99, PAGE 45, BOTH PLATS HAVING BEEN RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

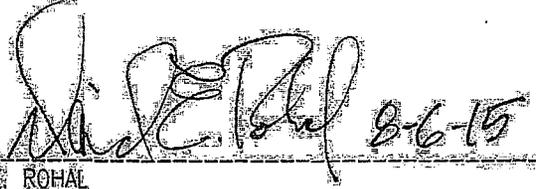
BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL C, THENCE ALONG THE WEST LINE OF SAID PARCEL C, NORTH 01°22'47" WEST A DISTANCE OF 122.00 FEET; THENCE ALONG A LINE 122.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF SAID PARCEL C, NORTH 88°48'35" EAST A DISTANCE OF 101.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 64.00 FEET, A CENTRAL ANGLE OF 73°58'01" AND AN ARC LENGTH OF 82.62 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 41.00 FEET, A CENTRAL ANGLE OF 38°00'59" AND AN ARC LENGTH OF 27.20 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 35°57'02" AND AN ARC DISTANCE OF 12.55 FEET TO THE POINT OF TANGENCY; THENCE ALONG A LINE 50.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF SAID PARCEL C, NORTH 88°48'35" EAST A DISTANCE OF 184.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 287.00 FEET, A CENTRAL ANGLE OF 03°27'51" AND AN ARC LENGTH OF 17.35 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87°43'34" EAST A DISTANCE OF 196.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 287.00 FEET, A CENTRAL ANGLE OF 03°27'51" AND AN ARC LENGTH OF 17.35 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88°48'35" EAST A DISTANCE OF 118.73 FEET; THENCE ALONG THE EAST LINE OF SAID PARCEL G, GIBSON'S PLAT, BEING COINCIDENT WITH THE WEST RIGHT-OF-WAY LINE OF N.W. 31ST AVENUE, SOUTH 01°17'49" EAST A DISTANCE OF 70.00 FEET; THENCE SOUTH 88°48'35" WEST A DISTANCE OF 13.22 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE THROUGH SAID POINT BEARS NORTH 26°51'11" EAST; THENCE ALONG THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS, BOOK 50890, PAGE 1798 OF SAID PUBLIC RECORDS OF BROWARD COUNTY THE FOLLOWING FIVE (5) COURSES: WESTERLY ALONG THE ARC OF THE AFORESAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE 28°09'00" AND AN ARC LENGTH OF 12.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 88°42'11" WEST A DISTANCE OF 79.87 FEET; THENCE NORTH 78°47'52" WEST A DISTANCE OF 56.33 FEET; THENCE NORTH 85°35'22" WEST A DISTANCE OF 56.38 FEET; THENCE NORTH 73°35'46" WEST A DISTANCE OF 41.55 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL C; THENCE ALONG THE SOUTH LINE OF SAID PARCEL C, SOUTH 88°48'35" WEST A DISTANCE OF 468.56 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 1.1482 ACRES (50,017 SQUARE FEET), MORE OR LESS.

## NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENTS, RIGHTS-OF-WAY OR OTHER INSTRUMENTS THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST BROWARD COUNTY, FLORIDA, HAVING A BEARING OF NORTH 01°22'47" WEST.
4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

CALVIN, GIORDANO & ASSOCIATES, INC.

SIGNED:  8-6-15  
DAVID E. ROHAL  
PROFESSIONAL SURVEYOR AND MAPPER NO. 4315  
STATE OF FLORIDA



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS  
260 Village Boulevard • Suite 340 • West Palm Beach, FL 33409  
Phone: 561.884.6161 • Fax: 561.884.6360

SKETCH AND LEGAL DESCRIPTION  
RESIDENCES AT PALM AIRE  
CITY OF POMPANO BEACH, FLORIDA

SCALE	PROJECT No	SHEET
NONE	13-5823	1
DATE	CAD FILE	

# SKETCH AND LEGAL DESCRIPTION

(THIS IS NOT A SURVEY)

NOT VALID WITHOUT SHEETS 1 & 2 OF 2

SCALE: 1" = 100'

N.W. 31st AVENUE

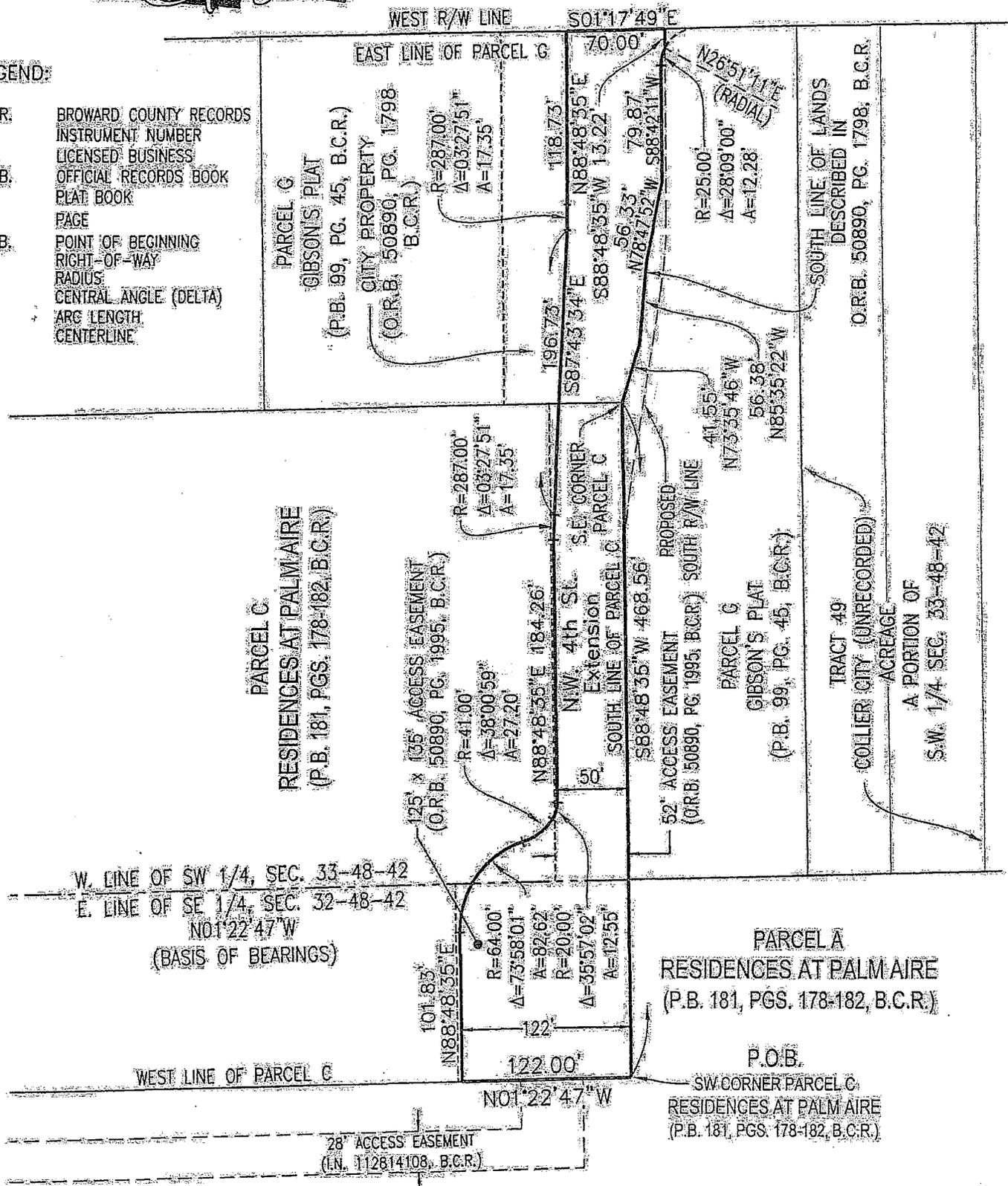
53'



### LEGEND:

- B.C.R. BROWARD COUNTY RECORDS
- I.N. INSTRUMENT NUMBER
- L.B. LICENSED BUSINESS
- O.R.B. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- R/W RIGHT-OF-WAY
- R RADIUS
- Δ CENTRAL ANGLE (DELTA)
- L ARG LENGTH
- C CENTERLINE

Projects \2015\135823\_Palm Aire\_Boundary Survey\Sketch\4th Street Extension CAD file\13-582324-V-S1-4th Street Extension.dwg



Calvim Giordano & Associates, Inc.  
 EXPERT TO REAL ESTATE  
 560 Village Boulevard • Suite 340 • West Palm Beach, FL 33409  
 Phone: 561.694.6161 • Fax: 561.694.6960

**SKETCH AND LEGAL DESCRIPTION**  
**RESIDENCES AT PALM AIRE**  
 CITY OF POMPANO BEACH, FLORIDA

SCALE  
 1" = 100'  
 DATE

PROJECT No.  
 13-5823  
 CAD FILE

SHEET  
 2

Exhibit "B"

Legal Description of the Summan Property

4810-6663-5007, v. 1

LAND DESCRIPTION  
SUMMAN PARCEL  
RESIDENCES AT PALM AIRE  
CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA

PARCEL "G", LESS THE NORTH 170.38 FEET THEREOF OF THAT PORTION OF PARCEL "G" LYING IN THE MOST NORTHEASTERN PORTION OF SAID PARCEL "G", "GIBSON'S PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

ALSO LESS THEREFROM THE FOLLOWING DESCRIBED PARCEL AS SHOWN IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 50890, PAGE 1798 OF THE PUBLIC RECORDS OF BROWARD COUNTY AND BEING DESCRIBED AS FOLLOWS: A PORTION OF "PARCEL G, GIBSON'S PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS MORE PARTICULARLY DESCRIBED AS: COMMENCE AT THE SOUTHWEST CORNER OF PARCEL G, GIBSON'S PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99 AT PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE WEST LINE SAID PARCEL "G" NORTH  $01^{\circ}22'47''$  WEST 127.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL "G"; THENCE ALONG THE NORTH LINE OF THE WESTERN PORTION OF SAID PARCEL "G" NORTH  $88^{\circ}48'35''$  EAST 333.55 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF THE NORTHERN PORTION OF SAID PARCEL "G" NORTH  $01^{\circ}20'18''$  WEST 84.77 FEET; THENCE NORTH  $88^{\circ}47'11''$  EAST 255.73 FEET TO THE EAST LINE OF SAID PARCEL "G" AND THE WEST RIGHT OF WAY LINE OF N.W. 31ST AVENUE AS SHOWN ON SAID "GIBSON'S PLAT"; THENCE ALONG THE EAST LINE OF SAID PARCEL "G" AND THE SAID WEST RIGHT OF WAY LINE SOUTH  $01^{\circ}17'49''$  EAST 139.83 FEET TO A POINT OF CUSP BEING A TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , AND AN ARC DISTANCE OF 39.27 FEET; THENCE SOUTH  $88^{\circ}42'11''$  WEST, A DISTANCE OF 79.87 FEET; THENCE NORTH  $78^{\circ}47'52''$  WEST, A DISTANCE OF 56.33 FEET; THENCE NORTH  $85^{\circ}35'22''$  WEST, A DISTANCE OF 56.38 FEET; THENCE NORTH  $73^{\circ}35'46''$  WEST, A DISTANCE OF 41.55 FEET TO THE POINT OF BEGINNING.

AND TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

Prepared By:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
January 27, 2015

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\Legal Descriptions\ADDITIONAL EASEMENTS\SUMMAN PROPERTY.docx

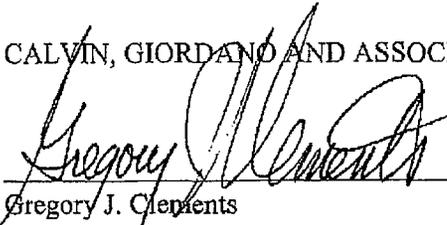
THE NORTH ONE-QUARTER (N1/4) OF THE SOUTH FOUR-FIFTHS (S 4/5) OF THE NORTHWEST ONE-QUARTER (NW ¼) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF THE SOUTHWEST ONE-QUARTER (SW ¼) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 75.00 FEET THEREOF AND LESS THE WEST 125.00 FEET OF THE NORTH 60.00 FEET THEREOF.

SAID LANDS SITUATE WITHIN THE CITY OF POMPANO BEACH, BROWARD COUNTY FLORIDA.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Broward County. The Descriptions contained herein were taken from Special Warranty Deed recorded in Official Records Book 50890, Page 1798 Record Plats and other documents located in the Public Records of Broward County, Florida.
3. Bearings shown hereon are based on an assumed bearing of North 01°22'47"West on the East line of Section 32, Township 48 South, Range 42 East, Broward County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

 Date: 1-29-2015  
Gregory J. Clements  
Professional Surveyor and Mapper  
Florida Registration Number LS 4479

Prepared By:  
CALVIN, GIORDANO AND ASSOCIATES, INC.  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
January 27, 2015  
P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\Legal Descriptions\ADDITIONAL EASEMENTS\SUMMAN PROPERTY.docx

P:\Projects\2013\135823 Polm Air Boundary Survey\Sketch\ADDITIONAL EASEMENTS 12-2014\135823-V-SUMMANLAND.dwg Jan 30, 2015 - 10:22am

# "SUMMAN LAND"

GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

**LEGEND:**

- P.B. = PLAT BOOK
- PG. = PAGE
- B.C.R. = BROWARD COUNTY RECORDS
- A = ARC LENGTH
- D = DELTA
- R = RADIUS
- RGE = RANGE
- SEC. = SECTION
- TWN = TOWNSHIP

ACREAGE  
SEC. 33-48-42

S01'22'47"E 637.41'



N.W. 31ST AVENUE (R/W VARIES)

S88°48'35"W  
135'

S88°48'35"W  
333.56'

170.38'  
PARCEL G  
GIBSON'S PLAT  
P.B. 99, PG. 45, B.C.R.  
NOT INCLUDED

170.38'  
PARCEL OF LAND  
DESCRIBED IN  
O.R.B. 50890, PG. 1798, B.C.R.  
NOT INCLUDED

127.50'  
P.O.C.  
OUT PARCEL

PARCEL G  
GIBSON'S PLAT  
P.B. 99, PG. 45, B.C.R.

A=39.27'  
R=25.00'  
D=90°00'00"

60'  
125'  
NOT INCLUDED  
125.00'  
S88°49'20"W  
67.50'

N. LINE  
OF N. 1/4 OF S. 4/5 OF NW1/4  
OF SW 1/4 OF SW 1/4  
OF SEC. 33 TWN 48S RGE 42E

S88°49'20"W  
3.0'

E. LINE  
SEC. 32  
TWN 48S  
RGE 42E

W. LINE  
SEC. 33 TWN 48S  
RGE 42E

N88°48'35"E 588.73'

DIMENSIONS SHOWN HEREON WERE CALCULATED FROM RECORD DATA  
AND DO NOT REPRESENT A FIELD BOUNDARY SURVEY

Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS™

1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316  
Phone 954.921.7781 • Fax 954.921.0807

Certificate of Authorization 6791

## SKETCH AND LEGAL DESCRIPTION

SCALE AS SHOWN	PROJECT No. 13-5823.17	SHEET 3 of 3
DATE 01-27-2015	CAD FILE SEE LEFT	

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A TRI-PARTY AGREEMENT AMONG THE CITY OF POMPANO BEACH, PALM AIRE ASSOCIATES LIMITED PARTNERSHIP AND SUMMAN WESTERN INVESTMENT, INC.; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

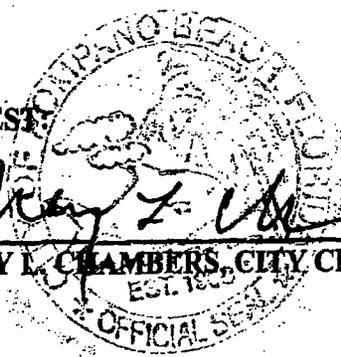
**SECTION 1.** That an Agreement among the City of Pompano Beach, Palm Aire Associates Limited Partnership and Summan Western Investment, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement among the City of Pompano Beach, Palm Aire Associates Limited Partnership and Summan Western Investment, Inc.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 23rd day of July, 2013.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST**  
  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**  


Prepared by:  
Tracy H. Lautenschlager, Esq.  
Greenberg Traurig, P.A.  
401 E. Las Olas Blvd., Suite 2000  
Fort Lauderdale, FL 33301

### TRI PARTY AGREEMENT

This Tri Party Agreement ("Agreement") is made and entered into this 26th day of July, 2013, by and between the CITY OF POMPANO BEACH, FLORIDA, a Florida municipal corporation ("City"), PALM AIRE ASSOCIATES, LIMITED PARTNERSHIP, a Delaware Limited Partnership, its successors and assigns ("Palm Aire") and SUMMAN WESTERN INVESTMENT, INC., a Florida corporation, its successors and assigns ("Summan"). City, Palm Aire and Summan are referred to herein as the "Parties."

WHEREAS, Palm Aire owns that certain 85+/- acre parcel of land located north of Atlantic Blvd., between N.W. 31<sup>st</sup> Avenue and the Florida Turnpike, more particularly described in **Exhibit "A,"** attached hereto (the "Property"); and

WHEREAS, Palm Aire owns that certain 10+/- acre parcel of land within the Property, more particularly described in **Exhibit "A-1,"** attached hereto (the "Original Park Property"), which it is obligated to dedicate to the City for park purposes upon certain terms set out in a Declaration of Restrictive Covenants dated July 8, 2010, and recorded at Official Records Book 47427, Page 1280, of the Public Records of Broward County, Florida ("Original Declaration"); and

WHEREAS, the City has requested and Palm Aire has agreed to dedicate certain additional land adjacent to the Original Park Property of approximately 2-acres, more particularly described in **Exhibit "A-2,"** attached hereto. The property depicted on Exhibits A-1 and A-2 are hereinafter referred to collectively as the "Park Property," and

WHEREAS, Summan owns two certain parcels of substantially vacant land lying adjacent to and south of the Park Property totaling approximately 3.14 acres, more particularly described in **Exhibit "B,"** attached hereto (the "Summan Property"); and

WHEREAS, the City owns a certain strip of land located between the two Summan Property parcels ("City Utility Parcel") which is utilized by City for access to the generator and for a raw water line ("Water Line"), a portion of which City Utility Parcel described in **Exhibit "C"** is referred to herein as the "Swap Parcel," and

WHEREAS, future development of the Property, the Park Property, and the Summan Property will require access between said properties and N.W. 31<sup>st</sup> Avenue; and

WHEREAS, the Parties wish to provide for permanent access to N.W. 31<sup>st</sup> Avenue in accordance with the conceptual plan attached hereto as **Exhibit E** (the "New Road"), which plan requires the conveyance to the City for roadway use and related drainage purposes of a portion of the Summan Property located on the northern portion of the Summan Property between the Park Property and N.W. 31<sup>st</sup> Avenue more particularly described on **Exhibit "D,"** attached hereto (the "Road Parcel"); and

WHEREAS, the Summan Property, the Park Property and the Property will be enhanced and improved by the relocation of the Water Line to the Road Parcel (the "New Water Line") and construction of a new public road extending N.W. 4<sup>th</sup> Street westerly across N.W. 31<sup>st</sup> Avenue to the Property and the Park Property, as shown on Exhibit E; and

WHEREAS, in the event the preliminary design of the New Water Line is performed by Palm Aire and is acceptable to the City as described herein, the City is willing to declare the Swap Parcel surplus and offer same for sale, subject to an easement for access and utility purposes, in accordance with Section 253 of the City Charter, as more particular described herein; and

WHEREAS, Palm Aire and the City wish to modify the Original Declaration with regard to the timing of the dedication of the Park Property and the matters set forth in this Agreement, as set out in that certain Amendment to Declaration executed of even date herewith ("Amended Declaration").

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Preliminary Design of New Water Line.

Within eighteen (18) months following the Effective Date of the this Agreement, Palm Aire may elect to proceed with preliminary design of the New Water Line. If Palm Aire elects to proceed with preliminary design, Palm Aire shall at its sole expense cause to be prepared and provided to the City: (i) a survey depicting all existing utility infrastructure that may be affected by the Construction (as hereinafter defined). City shall cooperate fully in the preparation of such survey, including providing access to City-owned lands and sharing all available information regarding existing City-owned facilities ("Existing Facility Survey"); and (ii) preliminary plans of the New Water Line, completed to approximately 60% completion ("60% Plans"). The Existing Facility Survey and 60% Plans must include all items reasonably required by the City. City shall evaluate the 60% Plans and advise Palm Aire within 45 days whether the 60% Plans are acceptable or shall identify specific revisions required which, when made, will render the 60% Plans acceptable. If the City determines, after the review and revision process described above, that the 60% Plans cannot be revised and thereafter completed to result in Construction Plans that meet all applicable codes and reasonable requirements of the City, City shall notify Palm Aire in writing of such determination and this Agreement shall terminate. If Palm Aire

b. Following completion of the plans for the Construction and approval of same by the applicable permitting agencies (the "Construction Plans"), Palm Aire shall cause to be prepared for execution by City and Summan, as applicable, a form of temporary construction easement and sketch and legal description of such property as is needed for construction of the New Water Line and the New Road. Palm Aire shall provide same, together with the approved Construction Plans, to Summan and City for review and approval. The temporary construction easement shall, at a minimum, provide that Palm Aire or its designees or contractors shall indemnify and save City and Summan, as applicable, harmless from or on account of the construction of the New Water Line and the New Road and related work upon the described area and shall save and protect such parties from the claims of any potential construction lienors. The temporary construction easement shall further require that all persons and entities, including contractors and invitees, utilizing the easement areas shall keep and maintain workers' compensation insurance as required by law and commercial general liability insurance in such reasonable limits as may be required by Summan and City. Summan and City shall have thirty (30) days to review the temporary construction easement and shall thereafter execute and deliver same to Palm Aire, together with any and all other documents, permits or notices required to be executed by the owner of the affected property to permit the construction of the New Water Line and the New Road.

c. ~~The Construction Plans must be complete and permitted and construction of the New Road must be commenced prior to the issuance of the first building permit for a principal building for development within the Property.~~ Construction of the New Water Line and New Road and all related work depicted on the Construction Plans (hereinafter referred to as the "Improvements") must be complete and accepted by the City prior to the issuance of the first certificate of occupancy for any development within the Property.

d. Following completion of the Improvements and all of such Construction passing final inspection by the City and all other permitting agencies having jurisdiction, Palm Aire shall deliver or cause to be delivered to the City: (i) executed waivers or releases of lien from all contractors for the New Water Line and the New Road, (ii) an executed bill of sale for all of the Improvements, (iii) documents evidencing a 1-year warranty of the Improvements from the contractors, and (iv) a warranty bond for the New Water Line equal to 10% of the construction cost of the New Water Line (hereinafter the "Improvements Turnover"). In addition, in connection with the Improvements Turnover, Palm Aire shall deliver to the City an executed easement for vehicular and pedestrian access over and across any portions of the entire New Road, as shown on Exhibit E, including the cul-de-sac and access road(s) to the City Utility Parcel, located upon property that is not at the time of the Improvements Turnover owned by the City, or, at the direction of the City, shall dedicate the entire New Road to the public by instrument acceptable to the City Attorney.

6. Dedication of Park Property. Simultaneously with the Closing, Palm Aire will dedicate or convey to the City good and marketable title to the Park Property; provided, however, Palm Aire shall retain, for itself, its successors and assigns, as an appurtenance to the Property, an access easement over and across the Park Property for pedestrian and vehicular access. The foregoing retained easement shall not impose any affirmative obligation upon the City to develop or improve the Park Property; it is the intent of the City and Palm Aire that, when and if the Park Property is improved as a public park, the Property shall have direct access to the Park Property

at a location acceptable to the City in its discretion, and Palm Aire, its successors and assigns, shall have the right to access and use the Park Property in common with the public. If this Agreement terminates pursuant to paragraphs 2, 3 or 4, above, then Palm Aire will dedicate or convey to the City the Park Property (subject to the retained access easement described in the immediately preceding sentence) within six (6) months following such termination. Palm Aire shall accomplish the dedication by whatever form of instrument reasonably requested by the City Attorney and shall deliver with the instrument a certificate of title for the Park Property.

7. Release from Declaration. Following acceptance by the City of the Park Property, Palm Aire shall be deemed to have fully performed all requirements of the Original Declaration and Amended Declaration with regard to "Park Dedication," and, upon request, City agrees to and shall execute a partial release in recordable form setting forth the performance and completion of the park requirements of the Original and Amended Declarations.

8. Relocation of Additional City Facilities from Swap Parcel. If the Existing Facilities Survey reveals that certain City facilities (such as concrete pad or fuel tanks or both) associated with the City's generator ("Additional City Facilities") are actually located in part upon the Swap Parcel, then, following the Closing and prior to the Improvements Turnover, Summan shall cause all such Additional City Facilities to be relocated from the Swap Parcel to City-owned property at locations acceptable to the City ("Summan Work"). The Summan Work shall be planned and performed in compliance with all applicable City, County and State of Florida requirements and regulations and must be acceptable to the City in every respect. It is understood and agreed by the Parties that the City's retained easement for access and utility use upon the Swap Parcel shall not be vacated until all City facilities are relocated from the Swap Parcel. If this Agreement terminates prior to the Closing, there shall be no duty to perform the Summan Work.

9. Force Majeure. No Party will be considered in breach of or in default of any of their respective obligations under this Agreement (including, without limitation, the commencement or completion of the Work) as a result of unavoidable delay due to strikes, lockouts, acts of God, archaeological excavation required by law, inability to obtain labor or materials due to government restrictions, epidemics, quarantine restrictions, freight embargoes, fire, lightning, riot, war, hurricane, floods, extremely abnormal and excessively inclement weather or similar causes beyond the commercially reasonable control of a Party (in each case, an event of "Force Majeure"). Upon occurrence of a Force Majeure, the applicable time period will be extended for the period of the Force Majeure event.

10. Notices. Any notice, demand or other communication required or permitted to be given by the terms of this Agreement must be in writing and must be sent by (a) a recognized overnight delivery service which provides confirmation of delivery; (b) certified or registered mail, return receipt requested; (c) hand-delivery, with a delivery receipt provided to the sender; or (d) facsimile or email, provided that the notice is also sent by one of the three foregoing methods. Notice will be effective upon delivery or refusal of delivery. A party may change its address for notice by sending written notice of the new address in accordance with this provision. The addresses of the parties for the giving of notice are as follows:

If to the City:                   City of Pompano Beach  
  P.O. Box 1300

Pompano Beach, FL 33061  
Attention: City Manager

With copy to: Gordon Linn, Esq., City Attorney  
P.O. Box 2083  
Pompano Beach, FL 33061-2083

If to Palm Aire: Palm Aire Associates Limited Partnership  
10231 Blue Heron Cove  
West Palm Beach, FL 33412  
Attention: Ben Goldman

With copy to: Debbie M. Orshefsky, Esq.  
Greenberg Traurig, P.A.  
401 E. Las Olas Blvd., Suite 2000  
Fort Lauderdale, FL 33301

If to Summan: Summan Western Investment, Inc.  
449 Sunset Drive  
Hallandale Beach, FL 33009  
Attention: Harry Hurley, Pres.

With copy to: Gerald E. Cowan, Esq.  
2432 Hollywood Boulevard  
Hollywood, FL 33020

11. Amendment. No modification or amendment of this Agreement will be of any force or effect unless in writing executed by all Parties to this Agreement.

12. Covenant Running with the Land. This Agreement shall be recorded in the Public Records of Broward County, Florida, and the rights and obligations set forth herein shall be binding upon the Parties, their successors and assigns. It is intended that this Agreement and the rights and obligations herein shall run with the Property and the Summan Property and shall bind every person acquiring any fee, leasehold, easement or other interest therein, and shall inure to the benefit of the Parties, their successors and assigns.

13. Construction of Agreement. All parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations set forth in this Agreement.

14. Counterparts. This Agreement may be signed in any number of counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

does not submit the Survey and 60% Plans within eighteen months following the Effective Date of this Agreement, this Agreement shall terminate.

3. Consideration of Swap Property.

Following acceptance of the 60% Plans, City agrees to consider adoption of a resolution declaring the Swap Parcel to be surplus. If the City adopts such a resolution, it will thereafter offer the Swap Parcel for sale or exchange and publish notice as required by Section 253 of the City Charter. The terms of the Swap Parcel offer shall include establishment upon the Swap Parcel of an access and utility easement in favor of the City. ~~At such time as the Swap Parcel is no longer used for public or City access and utility purposes (not later than the Improvements Turnover, as defined below), the City will promptly process a vacation of the easement in accordance with City procedures.~~ If the City, after consideration of all responsive proposals, elects to accept a proposal by which Summan will acquire the Swap Parcel and the City will acquire the Road Parcel it will notify Summan and Palm Aire of such decision (the "Property Decision"), and the provisions of paragraphs 4, 5, 6, 7 and 8 of this Agreement shall become effective. If the City, for any reason, elects to accept any other proposal or reject all proposals, then this Agreement shall terminate.

4. Exchange of Parcels.

In the event the City elects to accept a proposal, pursuant to paragraph 3, above, and notifies Palm Aire of the Property Decision, City and Summan will proceed to negotiate or finalize a contract for purchase and sale and undertake to perform the conditions set out in such contract and, if all conditions of the purchase and sale contract are satisfied, proceed to closing, including exchange of deeds transferring marketable title to the Road Parcel to the City and marketable title to the Swap Parcel to Summan (subject to the retained easement for access and utility purposes described in paragraph 3, above), in accordance with the terms of the resolution and other terms and conditions established by the City in connection with the notice of sale ("Closing").

~~5. Completion of Design and Construction of New Water Line and New Road~~

a. Promptly following the Closing, Palm Aire shall at its sole cost complete or cause the completion of the design, permitting and construction of all the necessary improvements to implement: (i) the relocation and re-routing of the New Water Line from the City Utility Parcel to the Road Parcel and (ii) construction of the New Road, which shall be designed and constructed to right-of-way standards (collectively the "Construction"). The Construction shall be undertaken in compliance with all applicable City, County and State of Florida requirements and regulations for such facilities and must be acceptable to the City in every respect. It is acknowledged that the plans for the New Water Line must adequately address relocation of the stub-out facility for raw water line clean-out. Dimensions, turning radii and all other design features of access areas and access roads to and within the City Utility Parcel must be acceptable to the City in every respect. City agrees to and shall review the plans for the Construction and any revised or resubmitted Construction plans promptly after receipt from Palm Aire.

15. Entire Agreement. This Agreement sets forth the entire agreement and understanding among the parties relating to the subject matter of the Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the parties, concerning the matters addressed herein.

16. Governing Law; Venue; Waiver of Jury Trial. This Agreement will be interpreted and enforced in accordance with Florida law. Venue for any litigation arising out of this Agreement will be Broward County, Florida. The parties hereby voluntarily waive any right to a trial by jury in any litigation which may arise out of or in connection with this Agreement or the performance hereof.

17. No Third Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

18. Section and Paragraph Headings. The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.

19. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable law. If any provisions of this Agreement, or the application of any provisions of this Agreement, to any person or circumstance is for any reason and to any extent, invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the bargain between the parties contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected, and will be enforced to the fullest extent permitted by law.

20. Signatories' Authority. The individuals signing this Agreement represent and warrant that they have the authority and approval to execute this Agreement on behalf of the party they are identified as representing below. The undersigned representatives represent that they are agents of their respective parties duly authorized to execute contracts generally and this Agreement in particular.

21. Successors and Assigns. This Agreement and all obligations of the parties under this Agreement will be binding upon and will inure to the benefit of the City, Palm Aire and Summan, and their permitted legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties have executed the foregoing Agreement.

**(Signatures appear on the following pages.)**

WITNESSES: William Setzer  
Print name: William Setzer

Alexis Stewart  
Print name: Alexis Stewart

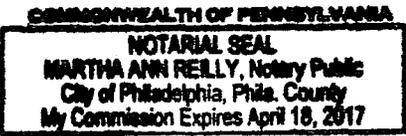
STATE OF PA  
COUNTY OF Philadelphia

PALM AIRE ASSOCIATES, LIMITED PARTNERSHIP  
By: [Signature]  
Name:  
Title:

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2013, by Jeffrey P. Orleans as President of Resort at Palm Aire, Inc., the general partner of Palm Aire Associates Limited Partnership, on behalf of said company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

[Signature]  
Notary public name: Martha Ann Reilly  
My commission expires: 4/18/2017



WITNESSES:

[Signature]  
Print name: TERESA SOLM & MAET. NJZ

[Signature]  
Print name: \_\_\_\_\_

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 2013, by Harry T. Hurley as President of Summan Western Investment, Inc., on behalf of said company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

SUMMAN WESTERN INVESTMENT, INC., a Florida corporation

By [Signature]  
Name: Harry T. Hurley  
Title: Pres.

[Signature]  
Notary public name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



WITNESSES:

CITY OF POMPANO BEACH, FLORIDA

\_\_\_\_\_  
Print name:

By SEE PAGE 10-A ATTACHED

Name:

Title:

\_\_\_\_\_  
Print name:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_ as \_\_\_\_\_ of the CITY OF POMPANO BEACH, FLORIDA. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(Notarial Seal)

\_\_\_\_\_  
Notary public name:

My commission expires: \_\_\_\_\_

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Moses

By: [Signature]  
LAMAR FISHER, MAYOR

Shelley F. Bartholomew

By: [Signature]  
DENNIS W. BEACH  
CITY MANAGER

Attest:

[Signature]  
MARY L. CHAMBERS  
CITY CLERK



Approved As To Form:

[Signature]  
GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 26th day of July, 2013 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA



KRYSTAL AARON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE674865  
Expires 2/14/2017

Krystal Aaron  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number

**Exhibit List**

- Exhibit A – Property
- Exhibit A-1 – Original Park Property
- Exhibit A-2 – Additional Dedication Land
- Exhibit B – Summan Property
- Exhibit C – Swap Parcel
- Exhibit D – Road Parcel
- Exhibit E – New Road Plan

# EXHIBIT A

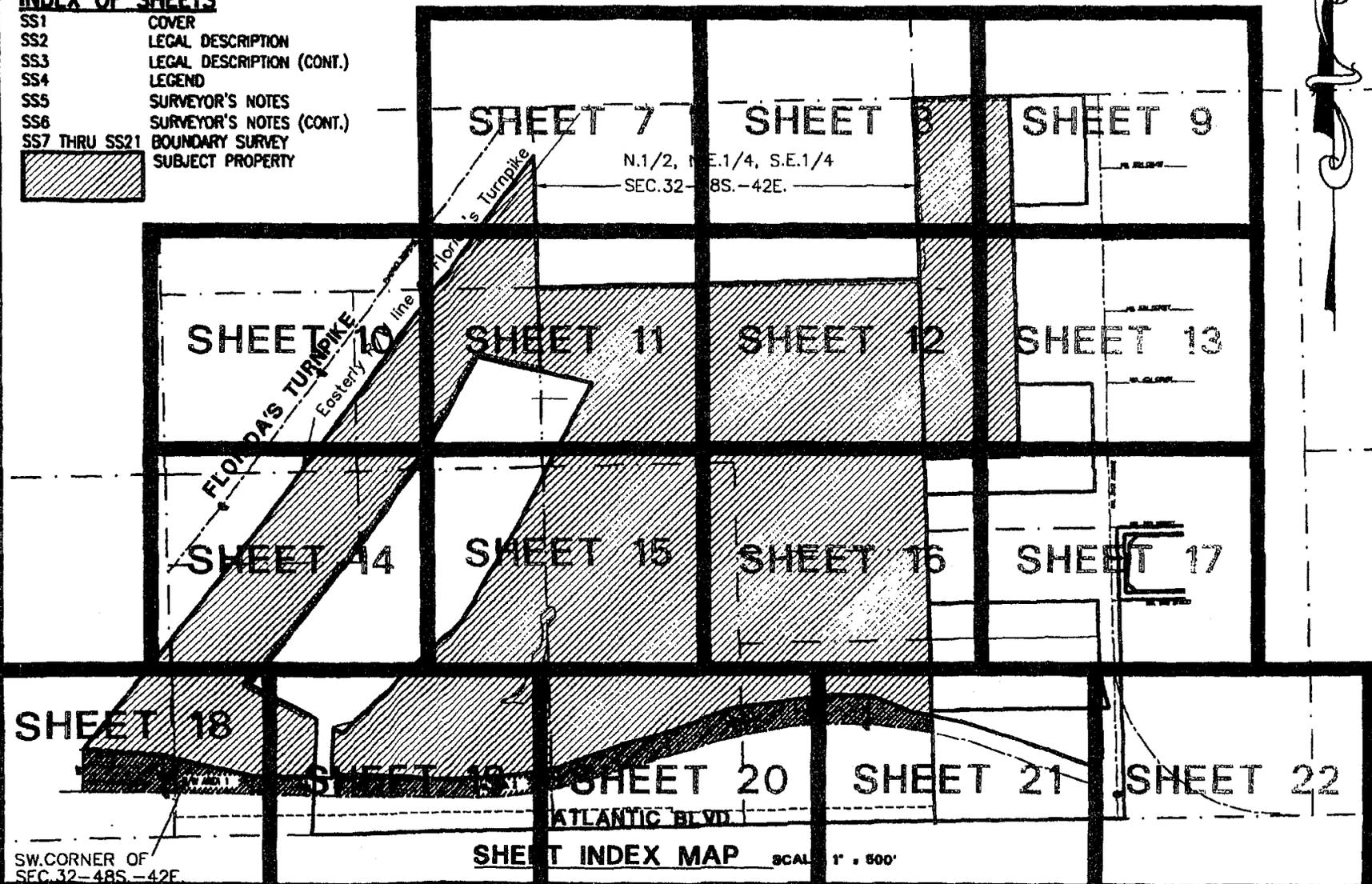
## PALM AIRE - GOLF COURSE

### AREA CALCULATIONS

R/W AREA 1 =	1.685 ACRES
R/W AREA 2 =	3.857 ACRES
TOTAL FRONTAGE R/W AREA =	5.542 ACRES
SITE AREA =	84.881 ACRES
TOTAL GROSS AREA =	90.423 ACRES

### INDEX OF SHEETS

SS1	COVER
SS2	LEGAL DESCRIPTION
SS3	LEGAL DESCRIPTION (CONT.)
SS4	LEGEND
SS5	SURVEYOR'S NOTES
SS6	SURVEYOR'S NOTES (CONT.)
SS7 THRU SS21	BOUNDARY SURVEY SUBJECT PROPERTY



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS  
1800 Deer Drive, Suite 200, Fort Lauderdale, Florida 33316  
Phone: 954.921.7781 Fax: 954.921.8807  
Certificate of Authorization 6781

BOUNDARY SURVEY

SCALE	N. T. S.
DATE	06-24-13
PROJECT No.	13-5823.2
CAD FILE	
SHEET	1 of 22

SW CORNER OF  
SEC. 32-48S-42E

**LAND DESCRIPTION:**

**EXHIBIT A**

A PARCEL OF LAND IN THE SOUTH ONE-HALF (S. 1/2) OF SECTION 32, AND IN THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 01°22'47" WEST ALONG THE EAST LINE OF SAID SECTION 32, SAME BEING THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 365.78 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF WEST ATLANTIC BOULEVARD, A 124.00 FOOT RIGHT-OF-WAY ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP NUMBER 410055, SECTION 86130-2504, SHEET 12 OF 18, SAME BEING THE SOUTHWEST CORNER OF TEXACO-POMPANO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 124, PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,587.89 FEET (A RADIAL LINE TO SAID POINT BEARS NORTH 11°21'03" EAST), SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE NORTHWESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°27'04", AN ARC DISTANCE OF 67.93 FEET; THENCE NORTH 67°56'40" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 164.17 FEET; THENCE NORTH 89°26'43" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 160.24 FEET; THENCE SOUTH 76°08'26" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 54.19 FEET; THENCE SOUTH 82°47'08" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 240.26 FEET; THENCE SOUTH 76°36'32" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 42.62 FEET; THENCE SOUTH 69°19'34" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 238.14 FEET; THENCE SOUTH 73°55'06" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 182.76 FEET; THENCE SOUTH 71°12'48" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 211.47 FEET TO A POINT ON A ARC OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 2,231.83 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH 10°39'02" EAST); THENCE WESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°32'32", AN ARC DISTANCE OF 449.60 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 0.13 FEET; THENCE NORTH 85°20'44" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 180.40 FEET; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 150.00 FEET; THENCE NORTH 43°17'14" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 43.03 FEET TO A POINT ON THE EAST LINE OF TRACT A, PALM AIRE NORTH COURSE ESTATES 4TH SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 122, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 02°32'02" EAST ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 130.51 FEET; THENCE SOUTH 62°23'43" EAST ALONG A SOUTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 36.49 FEET; THENCE NORTH 47°31'48" EAST ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 590.60 FEET; THENCE NORTH 30°51'09" EAST CONTINUING ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 405.20 FEET; THENCE NORTH 27°20'21" EAST CONTINUING ALONG SAID EAST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 549.07 FEET TO THE NORTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION; THENCE NORTH 77°03'57" WEST ALONG SAID NORTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 411.09 FEET TO THE WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION; THENCE SOUTH 29°11'22" WEST ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 436.70 FEET; THENCE SOUTH 37°13'57" WEST CONTINUING ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 273.27 FEET; THENCE SOUTH 38°34'48" WEST CONTINUING ALONG SAID WEST LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 711.82 FEET; THENCE SOUTH 62°23'43" EAST ALONG A SOUTH LINE OF SAID PALM AIRE NORTH COURSE ESTATES 4TH SECTION, 266.57 FEET; THENCE SOUTH 02°32'02" WEST, 173.88 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF THE AFORESAID WEST ATLANTIC BOULEVARD; THENCE SOUTH 46°42'42" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 41.81 FEET; THENCE NORTH 89°06'30" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 187.78 FEET; THENCE NORTH 77°47'54" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 305.94 FEET; THENCE NORTH 84°51'04" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 270.92 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FLORIDA TURNPIKE A 300.00 FOOT RIGHT-OF-WAY ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION MAP NUMBER 410055, SECTION 86130-2504, SHEET 1 OF 18; THENCE

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\Sketch\081623-V-BS-EXB-A.dwg Jun 27, 2013 3:54pm



Calvin, Giordano & Associates, Inc.  
 1500 West ...  
 Phone ...  
 Certificate of Authorization 6781

**BOUNDARY SURVEY**

SCALE	PROJECT No.	SHEET
N. T. S.	13-5823.2	2 of 22
DATE	CAD FILE	
06-24-13		

# EXHIBIT A

NORTH 39°31'03" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 2,632.45 FEET TO A POINT ON THE WEST LINE OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE SOUTH 01°10'12" WEST ALONG SAID WEST LINE, 464.92 FEET TO THE SOUTHWEST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE NORTH 88°45'32" EAST, 1,332.35 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) SAID SECTION 32; THENCE NORTH 01°22'47" WEST, 637.52 FEET TO THE NORTHEAST CORNER OF THE NORTH ONE-HALF (N. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 32; THENCE NORTH 88°41'12" EAST, 334.48 FEET TO THE NORTHEAST CORNER OF THE WEST ONE-HALF (W. 1/2) OF THE WEST ONE-HALF (W. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 01°20'18" EAST ALONG THE WEST LINE OF TRACT A, LLOYD E. OLSON PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF PARCEL A, C.C.H. SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 84, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF PARCEL G, GIBSON'S PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 1,275.77 FEET TO THE SOUTHEAST CORNER OF THE WEST ONE-HALF (W. 1/2) OF THE WEST ONE-HALF (W. 1/2) OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 88°48'35" WEST ALONG A NORTH LINE OF SAID PARCEL G, GIBSON'S PLAT, 333.56 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SAID SECTION 33; THENCE SOUTH 01°22'47" EAST ALONG THE WEST LINE OF TRACTS 47, 48 AND 49 OF COLLIER CITY LOTS (UNRECORDED) AND ALONG THE WEST LINE OF TRACTS 1-3, PANTON FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGE 9, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND ALONG THE WEST LINE OF SAID TEXACO-POMPANO PLAT, 909.26 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATED IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 3,697,414 SQUARE FEET, 84.881 ACRES, MORE OR LESS.

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed: \_\_\_\_\_

DANIEL C. LAAK  
Professional Surveyor and Mapper No. 5118  
State of Florida

FB/PG: 853/05-13

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Certificate of Authorization 8791

## BOUNDARY SURVEY

SCALE N. T. S.	PROJECT No. 13-5823.2	SHEET 3 of 22
DATE 06-24-13	CAD FILE	

# EXHIBIT A

## LEGEND:

33-48-42 SECTION-TOWNSHIP-RANGE  
 AKA ALSO KNOWN AS  
 ALUM ALUMINUM  
 ASSOC ASSOCIATES  
 B.C.R. BROWARD COUNTY RECORDS  
 BLDG BUILDING  
 C CENTERLINE  
 CBS CINDER BLOCK  
 CGA CALVIN GIORDANO & ASSOCIATES  
 CLF CHAIN LINK FENCE  
 CM CONCRETE MONUMENT  
 CONC CONCRETE  
 (C) CALCULATED  
 D.B. DEED BOOK  
 Δ CENTRAL (DELTA) ANGLE  
 (D) DEED DESCRIPTION  
 EL ELEVATION  
 FND FOUND  
 FT. FEET  
 FDOT FLORIDA DEPARTMENT OF TRANSPORTATION  
 FF FINISHED FLOOR  
 ID IDENTIFICATION  
 INT. INTERSECTION  
 INV INVERT  
 IP IRON PIPE  
 IR IRON ROD  
 IRC IRON ROD AND CAP  
 L LENGTH  
 L.B. LICENSED BUSINESS  
 LW LAKE WATER  
 L&E LANDSCAPE EASEMENT  
 MON MONUMENT  
 N/A NOT APPLICABLE  
 N.T.A. NOT TO SCALE  
 OHW OVERHEAD WIRES  
 O.R.B. OFFICIAL RECORD BOOK  
 PCP PERMANENT CONTROL POINT  
 PG. PAGE  
 P.B. PLAT BOOK  
 PLS PUBLIC LAND SURVEYOR  
 PRM PERMANENT REFERENCE MONUMENT  
 P.O.A. POINT OF COMMENCEMENT  
 P.O.B. POINT OF BEGINNING  
 PSM PROFESSIONAL SURVEYOR AND MAPPER  
 R RADIUS  
 R/W RIGHT-OF-WAY  
 RGE. RANGE  
 RLS REGISTERED LAND SURVEYOR  
 SEC. SECTION  
 SQ. SQUARE  
 TOB TOP OF BANK  
 TR. TRACT  
 TWP. TOWNSHIP  
 (TYP) TYPICAL  
 W/ WITH



SUBJECT PROPERTY

- CALCULATED AREA OF RIGHT-OF-WAY FRONTAGE
- BOLLARD
- BELLSOUTH MANHOLE
- BRICK PAVED ROADWAY
- CABLE TELEVISION BOX
- CATCH BASIN
- CONCRETE
- CONCRETE UTILITY POLE
- CURB INLET
- WOOD POWER POLE
- DECORATIVE LIGHT POLE
- DRAINAGE MANHOLE
- ELECTRICAL SERVICE OUTLET
- ELECTRIC HANDHOLE
- MISCELLANEOUS SIGN
- FLORIDA POWER AND LIGHT CABINET
- GAS VALVE
- FOUND CORNER
- PERMANENT REFERENCE MONUMENT
- EXISTING ELEVATION
- HYDRANT
- GUY ANCHOR
- IRRIGATION CONTROL VALVE
- MAIL BOX
- METAL POWER POLE W/LIGHT
- NAIL AND DISC
- MONITORING WELL
- SANITARY CLEANOUT
- TRAFFIC SIGNAL CABINET
- TRAFFIC SIGNAL HANDHOLE
- WATER METER
- WATER VALVE
- WOOD POWER POLE W/LIGHT
- ALUMINUM FENCE
- NON-VEHICULAR ACCESS LINE
- 6' CHAIN LINK FENCE

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## BOUNDARY SURVEY

SCALE	PROJECT No.	SHEET
N. T. S.	13-5823.2	4 of 22
DATE	CAD FILE	
06-24-13		

**SURVEYOR'S NOTES:**

# EXHIBIT A

1. NOT VALID UNLESS SIGNED AND EMBOSSED WITH A SURVEYOR'S SEAL. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE EXPRESS WRITTEN CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
2. SOME SYMBOLS SHOWN HEREON HAVE BEEN ALTERED IN SIZE FOR THE BENEFIT OF VISUAL DEPICTION.
3. IT IS A VIOLATION OF RULE 5J17-050 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS DOCUMENT INVALID.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY CALVIN GIORDANO AND ASSOCIATES, INC. FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
5. THE SUBJECT PROPERTY, AS SHOWN HEREON, MAY BE SUBJECT TO ANY EXISTING RIGHT-OF-WAY, RESTRICTIONS, AND SETBACK LINES WHETHER OR NOT THEY MAY BE SHOWN HEREON, OR WHETHER OR NOT INSTRUMENT IS RECORDED IN THE PUBLIC RECORDS.
6. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE UNDERGROUND UTILITIES, FOOTINGS AND/OR FOUNDATIONS.
7. FIELD SURVEY LAST CONDUCTED ON APRIL 24, 2013.
8. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
9. SURVEY PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
10. THIS SURVEY DOES NOT IDENTIFY THE LIMITS OR EXTENTS OF POTENTIAL JURISDICTIONAL BOUNDARIES.
11. BEARINGS SHOWN HEREON ARE BASED UPON AN ASSUMED DATUM. REFERENCE BEARING OF NORTH 88°47'22" EAST ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) SECTION 32 TOWNSHIP 48S RANGE 42E.
12. THE SURVEY DEPICTED HEREON IS A BOUNDARY SURVEY AS DEFINED IN SECTION 5J17-050(10)(b) AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17-050, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027 FLORIDA STATUTES.
13. THE LOCATION OF GOLF COURSE FEATURES: TEES, GREENS, PAVED CART PATHS, SPRINKLER HEADS, SAND TRAPS, LAKES, ETC. ARE NOT SHOWN ON THIS SURVEY AT THE CLIENT'S REQUEST.
14. THE ONE STORY CBS IRRIGATION PUMP HOUSE BUILDING NEAR THE NORTHWEST PROPERTY CORNER ENCLOSES 3.60 FEET ONTO THE TRAILER PARK SITE.
15. THE UTILITIES CONSTRUCTED ON THE HEREON DESCRIBED PROPERTY AND SERVICING THE TRAILER PARK TO THE NORTH ARE INCLUDED WITHIN THE NON-EXCLUSIVE EASEMENT DESCRIBED IN O.R.B. 9969, PAGE 94, BROWARD COUNTY RECORDS.
16. THE CLIENT DID NOT PROVIDE AN EASEMENT FOR THE TUNNEL CROSSING TRACT 'A', PALM AIRE NORTH COURSE ESTATES 4TH SECTION, PLAT BOOK 122, PAGE 21, BROWARD COUNTY RECORDS AT THE ENTRANCE FROM ATLANTIC BOULEVARD.
17. THE TUNNEL CROSSING UNDER ATLANTIC BOULEVARD FROM THE HEREON DESCRIBED PROPERTY IS COVERED BY A PERPETUAL EASEMENT BETWEEN BROWARD COUNTY AND PALM AIRE GOLF COURSE AND IS SHOWN ON FDOT RIGHT-OF-WAY MAP FOR ATLANTIC BOULEVARD, SECTION 86130-2509 (SHEET 12 OF 18).
18. BEARINGS FOR SOME PARCELS, PLATS AND EASEMENTS SHOWN HEREON MAY HAVE BEEN ROTATED FROM THE ORIGINAL BASIS OF BEARINGS RECITED IN THE RECORDED SUPPORTING DOCUMENT.
19. DESCRIPTION IN OFFICIAL RECORD BOOK 13521, PAGE 783 THROUGH 799 CONTAINS ERRORS. THE UNDERSIGNED SURVEYOR HAS REVIEWED SAID DOCUMENT, FIELD CONDITIONS IN THE VICINITY OF SAID DOCUMENT AND HAS SHOWN ON THIS SURVEY THE LOCATION OF THE LAKES AND EASEMENTS REFERRED TO IN SAID DOCUMENT AND THE POSITION THAT BEST APPEAR TO MATCH THE EXISTING FIELD CONDITIONS AND INTENT OF SAID DOCUMENT.
20. EDGE OF WATER SHOWN ON MAP SHEETS WERE LOCATED ON MARCH 18, 2008.
21. FLOOD ZONE INFORMATION:  
 COMMUNITY NAME: POMPANO, CITY OF                      COMMUNITY NUMBER: 120055  
 COUNTY NAME: BROWARD COUNTY                      STATE: FLORIDA MAP & PANEL NUMBER: 0115  
 SUFFIX: F  
 F.I.R.M. INDEX DATE: AUGUST 18, 1992  
 FLOOD ZONE: AH
22. 15' LANDSCAPE EASEMENT PER O.R.B.13065, PG.291, B.C.R. AFFECTS SUBJECT PROPERTY AND IS PLOTTED.

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 Certificate of Authorization 8791

## BOUNDARY SURVEY

SCALE	PROJECT No.	SHEET
N. T. S.	13-5823.2	5 of 22
DATE	CAD FILE	
06-24-13		

# EXHIBIT A

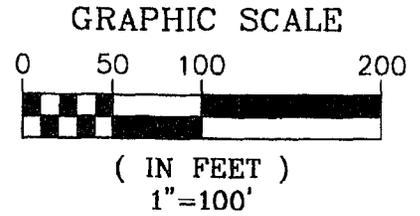
## continued SURVEYOR'S NOTES:

23. F.P.L. EASEMENT PER O.R.B.19611, PG.288, B.C.R. DOES NOT AFFECT SUBJECT PROPERTY AS IT PLOTS SOUTH OF ATLANTIC BLVD.
24. IN REGARDS TO MAINTENANCE AND EASEMENT AGREEMENT PER O.R.B.23116, PG.473, B.C.R., SUBJECT PARCEL IS INCLUDED IN LANDS DESCRIBED IN EXHIBIT 'A', BUT EASEMENTS DESCRIBED IN THIS DOCUMENT DO NOT DIRECTLY AFFECT SUBJECT PREMISES.
25. IN REFERENCE TO THE SUBORDINATION DOCUMENT PER O.F.B.23123, PG.926, B.C.R., THE SUBJECT PARCEL IS INCLUDED IN THE LAND ENCUMBERED BY THIS DOCUMENT, BUT AFFECTS THE EASEMENT AREA'S DEFINED IN O.R.B.23116, PG. 473, B.C.R. (SEE NOTE No.24).
26. IN EASEMENT AGREEMENT DESCRIBED IN O.R.B.32639, PG.1453, B.C.R., EXHIBIT 'A' CONTAINING THE LEGAL DESCRIPTION WAS NOT ATTACHED, AND UPON RESEARCHING THE PUBLIC RECORDS OF BROWARD COUNTY, LEGAL DESCRIPTION WAS NOT FOUND.
27. THE MODIFICATION OF MAINTENANCE AND EASEMENT AGREEMENT PER O.R.B.38397, PG. 1157, B.C.R., MODIFIES AGREEMENT RECORDED IN O.R.B.23116, PG.473, B.C.R. (SEE NOTE No.24).

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 <p>Calvin Gioiardo &amp; Associates, Inc.                  ENGINEERS &amp; SURVEYORS                  10000 W. BIRCHWOOD BLVD., SUITE 100                  WEST PALM BEACH, FL 33411                  Telephone: 561-833-1100                  Fax: 561-833-1101                  www.gai.com</p> <p>Certificate of Authorization 6791</p>	<h2>BOUNDARY SURVEY</h2>	SCALE	PROJECT No.	SHEET
		N. T. S.	13-5823.2	
		DATE	CAD FILE	<h2>6 of 22</h2>
		06-24-13		

# EXHIBIT A





Ciprin, Gioiardo & Associates, Inc.  
 135823 Palm Aire Boundary Survey  
 EXHIBIT A  
 06-24-13

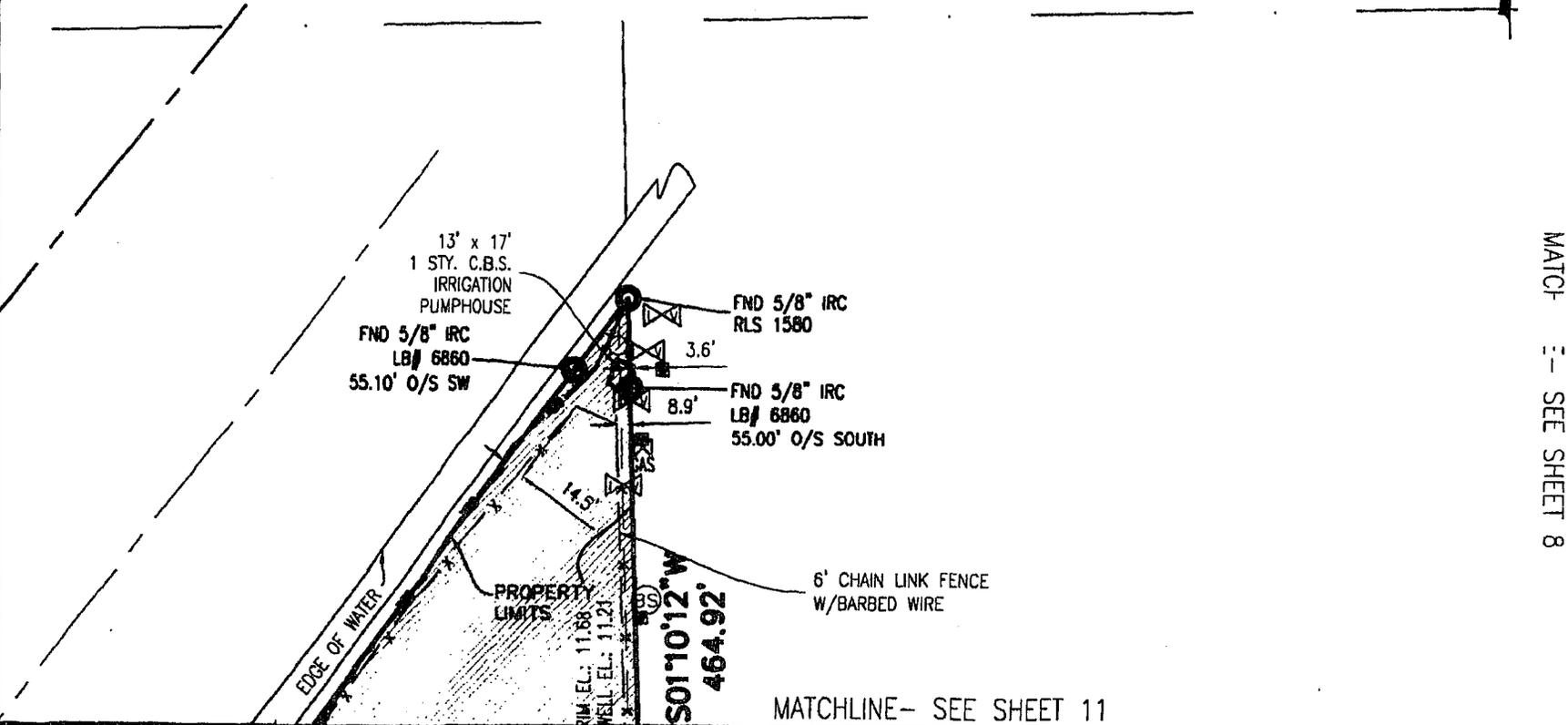
Certificate of Authorization 0791

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**BOUNDARY SURVEY**

SCALE	AS SHOWN	PROJECT No.	13-5823.2
DATE	06-24-13	CAD FILE	

SHEET  
**7 of 22**

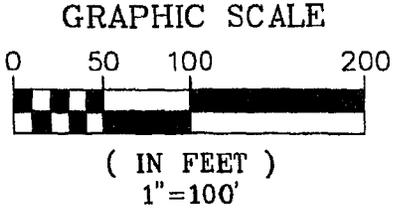


MATCH - SEE SHEET 8

# EXHIBIT A



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 Palm Bay, Florida 32909  
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 Fax: (321) 937-1112  
 Certificate of Authorization #7901



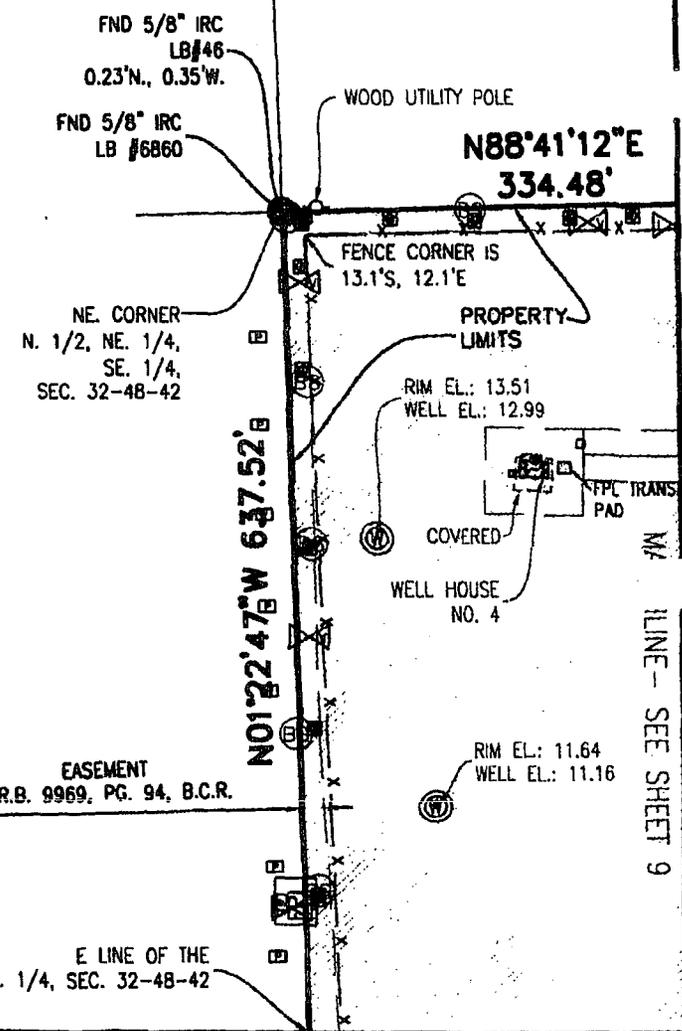
**BOUNDARY SURVEY**

MATCHLINE - SEE SHEET 7

SCALE	PROJECT NO.	SHEET
AS SHOWN	13-5823.2	8 of 22
DATE	QUAD	
06-24-13		

ACREAGE A PORTION OF  
 E 1/2, NE 1/4, SE 1/4  
 SEC. 32-48-42

MATCHLINE - SEE SHEET 12



MATCHLINE - SEE SHEET 9

# EXHIBIT A



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 135823 Palm Aire Boundary Survey  
 Project 135823  
 Certificate of Authorization 0781

## BOUNDARY SURVEY

SCALE	AS SHOWN	PROJECTION	13-5823.2
DATE	06-24-13	CAD FILE	

SHEET  
**9 of 22**

FND 5/8" IRC  
 RLS# 1580  
 FND PRM  
 4"x4"CM  
 RLS# 1580  
 15.81' W.

FENCE CORNER IS  
 14.9'S, 9.9'W

10' UTILITY EASEMENT  
 P.B. 103, PG. 9, B.C.R.

NE CORNER  
 W. 1/2, N. 1/2  
 NW 1/4, SW 1/4  
 SEC. 33-48-42

RIM EL. 12.24  
 WELL EL. 11.83

PROPERTY LIMITS

MATCHLINE - SEE SHEET 8

PROPERTY LIMITS

WEST LINE OF TRACT A  
 P.B. 103, PG. 9, B.C.R.

10' UTILITY EASEMENT  
 P.B. 103, PG. 9, B.C.R.

TRACT A  
 LLOYD E. OLSON PLAT  
 P.B. 103, PG. 9, B.C.R.

0.9' W

MATCHLINE - SEE SHEET 13

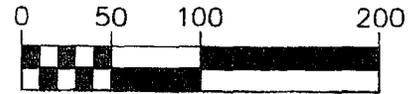
NW. 6TH COURT

12' U.E.  
 P.B. 129,  
 PG. 47, B.C.R.

10' L.E.  
 P.B. 129, PG. 47, B.C.R.

"HORN PLAT NO.2"  
 PARCEL "A"  
 P.B. 129, PG. 47, B.C.R.

### GRAPHIC SCALE



( IN FEET )  
 1"=100'



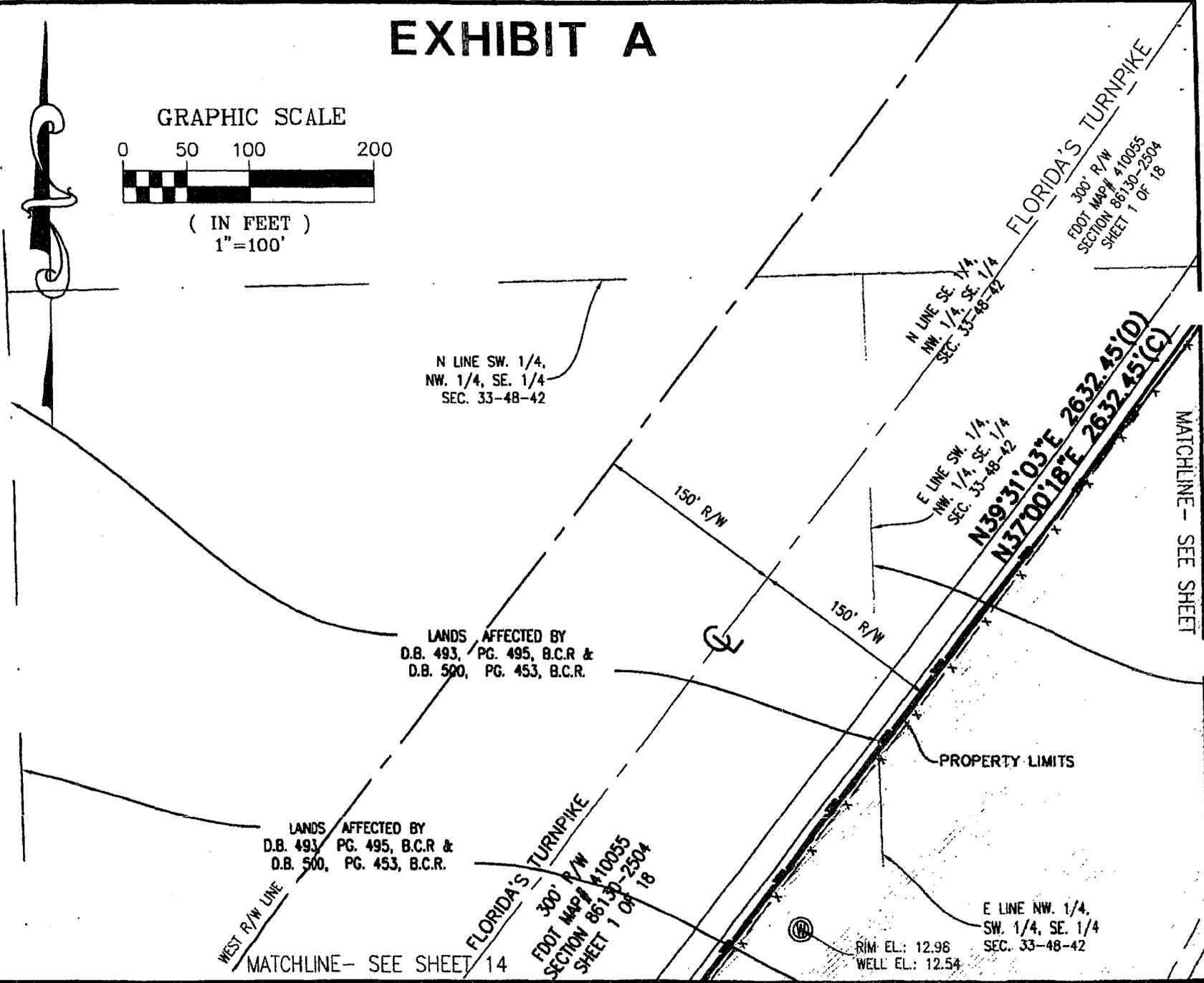
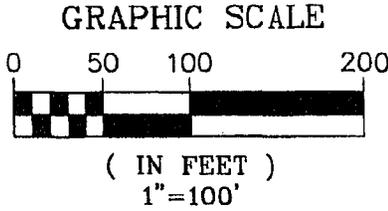
# EXHIBIT A



Calton, Gianfranco & Associates, Inc.  
 REGISTERED PROFESSIONAL ENGINEERS  
 STATE OF FLORIDA  
 No. 11195  
 Certificate of Authorization 0791

## BOUNDARY SURVEY

SCALE	AS SHOWN	PROJECT NO.	13-5823.2	SHEET	10 of 22
DATE	06-24-13	CAD FILE			



N LINE SW. 1/4,  
NW. 1/4, SE. 1/4  
SEC. 33-48-42

LANDS AFFECTED BY  
D.B. 493, PG. 495, B.C.R. &  
D.B. 500, PG. 453, B.C.R.

LANDS AFFECTED BY  
D.B. 493, PG. 495, B.C.R. &  
D.B. 500, PG. 453, B.C.R.

FLORIDA'S TURNPIKE  
300' R/W  
FOOT MAP # 410055  
SECTION 86130-2304  
SHEET 1 OF 18

N LINE SW. 1/4,  
NW. 1/4, SE. 1/4  
SEC. 33-48-42

N39°31'03"E 2632.45'(D)  
N37°00'18"E 2632.45'(C)

MATCHLINE - SEE SHEET

PROPERTY LIMITS

E LINE NW. 1/4,  
SW. 1/4, SE. 1/4  
SEC. 33-48-42

RIM EL.: 12.96  
WELL EL.: 12.54

MATCHLINE - SEE SHEET 14

FLORIDA'S TURNPIKE  
300' R/W  
FOOT MAP # 410055  
SECTION 86130-2304  
SHEET 1 OF 18



Certificate of Authorization 6791

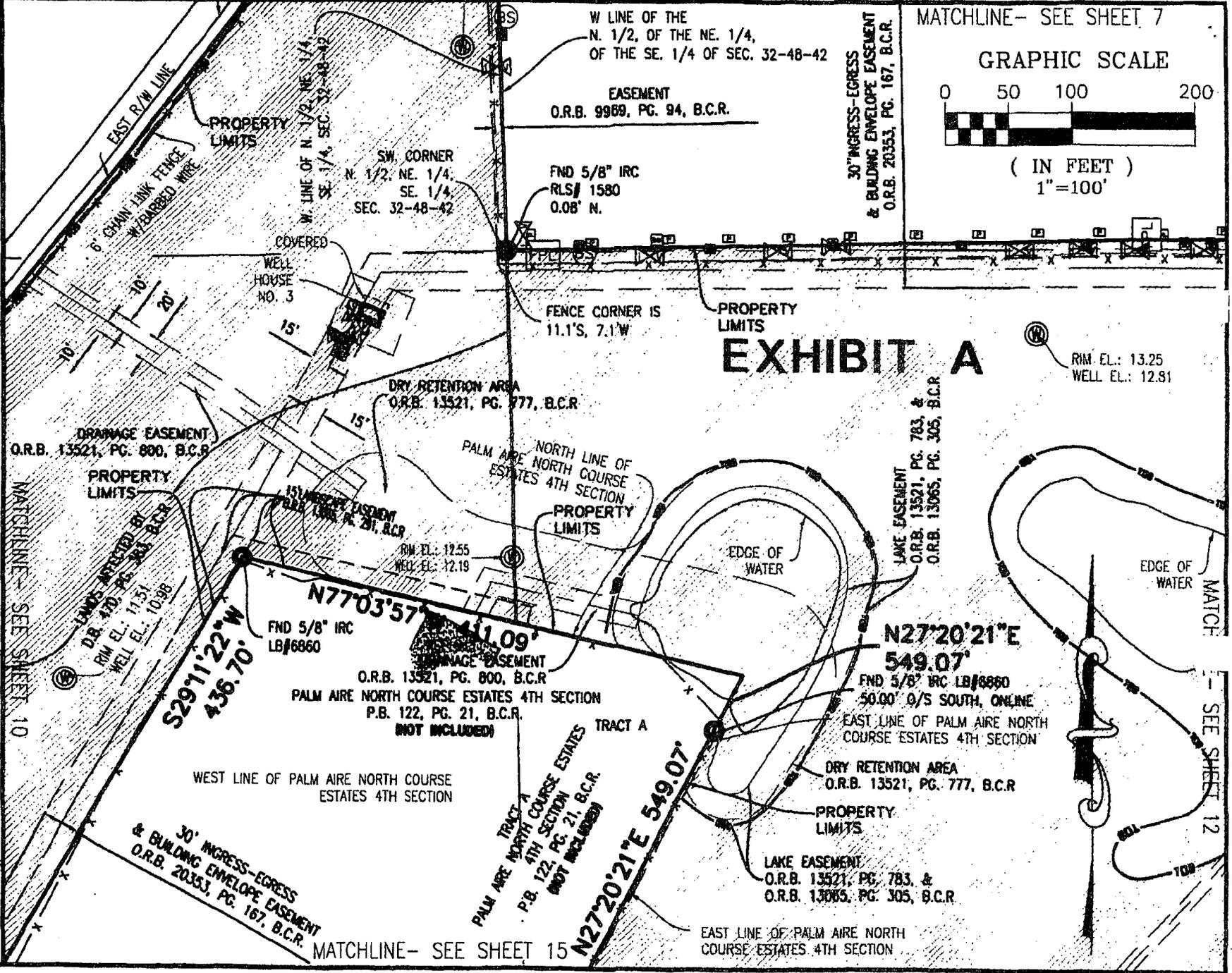
Calkin, Giordano & Associates, Inc.  
 1515 W. 15th Street  
 Suite 100  
 Fort Lauderdale, FL 33304  
 Phone: (954) 561-1111  
 Fax: (954) 561-1112

**BOUNDARY SURVEY**

SCALE  
 AS SHOWN  
 DATE 06-24-13

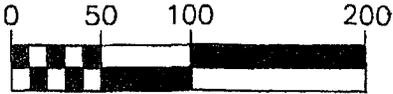
PROJECT NO.  
 13-5823.2  
 QUOTE

SHEET  
 11 of 22



MATCHLINE- SEE SHEET 7

GRAPHIC SCALE



( IN FEET )  
 1"=100'

**EXHIBIT A**

RIM EL.: 13.25  
 WELL EL.: 12.81

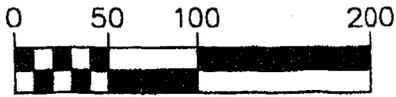
MATCH SEE SHEET 12

MATCHLINE- SEE SHEET 15

MATCHLINE- SEE SHEET 8

# EXHIBIT A

GRAPHIC SCALE



( IN FEET )  
1"=100'

**N88°45'32"E 1,332.35'**

SE. CORNER  
N. 1/2, NE. 1/4, SE. 1/4,  
SEC. 32-48-42

PROPERTY  
LIMITS

FND 5/8" IRC  
RLS#1580  
0.21' S., 0.06' W.

RESOLUTION NO. 72-100  
O.R.B. 4724, PG. 761, B.C.R.

ALUMINUM  
SHED

RIM EL.: 10.31  
WELL EL.: 9.81

PROPERTY  
LIMITS

EASEMENT  
O.R.B. 9069, PG. 94, B.C.R.

17.2

**N01°22'47"W 1275.05'**

MATCHLINE- SEE SHEET 13

ACREAGE  
SOUTHWEST ONE  
SEC. 33-42

ACREAGE  
SOUTH ONE-HALF  
SEC. 32-48-42

ACREAGE  
SOUTH ONE-HALF  
SEC. 32-48-42

30' INGRESS-EGRESS  
& BUILDING ENVELOPE EASEMENT  
O.R.B. 20353, PG. 167, B.C.R.

MATCHLINE- SEE SHEET 16

SW. CORNER  
NW. 1/4, SW. 1/4  
SEC. 33-48-42

NORTH LINE PARCEL G  
P.B. 99, PG. 45, B.C.R.



Calvin, Gooden & Associates, Inc.  
SURVEYORS  
11001 W. STATE ROAD 100  
SUITE 100  
PALM BEACH, FL 33411  
TEL: 561-840-1111  
FAX: 561-840-1112  
www.calvin-gooden.com

BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13
PROJECT NO.	13-5823.2
CO FILE	

SHEET  
12 of 22

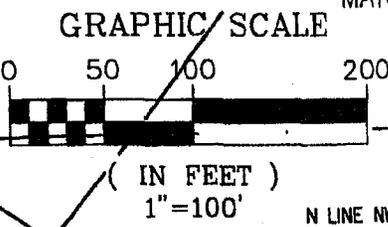
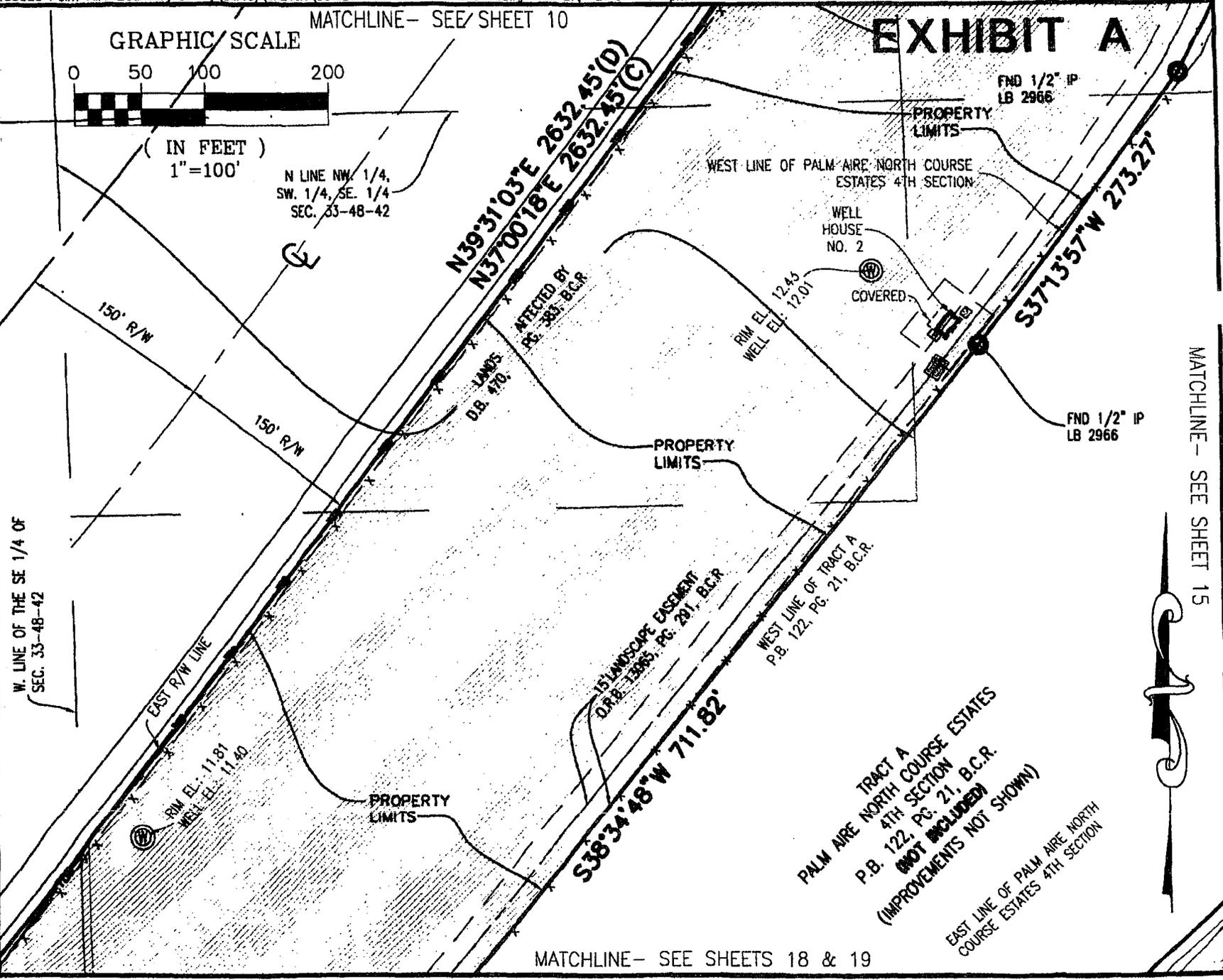




Civil Engineering & Associates, Inc.  
 135823 Palm Aire Boundary Survey  
 Certificate of Authorization 6791

**BOUNDARY SURVEY**

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	14 of 22
DATE	CAD FILE	
06-24-13		



**EXHIBIT A**

MATCHLINE - SEE SHEETS 18 & 19

MATCHLINE - SEE SHEET 15

TRACT A  
 PALM AIRE NORTH COURSE ESTATES  
 4TH SECTION  
 P.B. 122, PG. 21, B.C.R.  
**(NOT INCLUDED)**  
 (IMPROVEMENTS NOT SHOWN)

EAST LINE OF PALM AIRE NORTH  
 COURSE ESTATES 4TH SECTION



California Association of Certified Land Surveyors, Inc.  
 EXHIBIT A  
 BOUNDARY SURVEY  
 DATE: 06-24-13  
 PROJECT NO.: 13-5823.2  
 SHEET: 15 OF 22

# EXHIBIT A

N LINE NE. 1/4,  
 SW. 1/4, SE. 1/4  
 SEC. 33-48-42

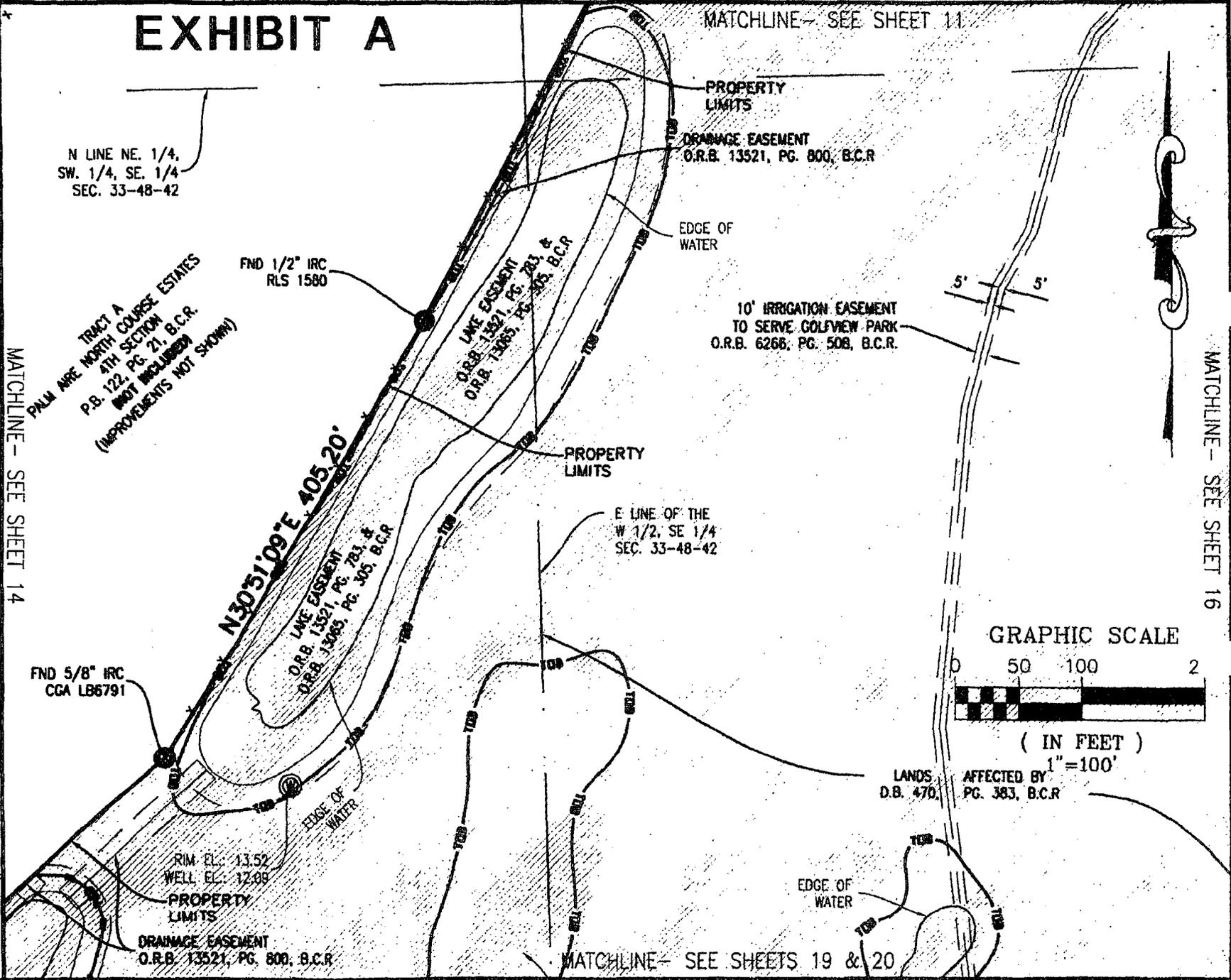
TRACT A  
 PALM AIRE NORTH COURSE ESTIMATES  
 4TH SECTION  
 P.B. 122, PG. 21, B.C.R.  
 (NOT INCLUDED  
 IMPROVEMENTS NOT SHOWN)

MATCHLINE - SEE SHEET 14

BOUNDARY SURVEY

SCALE	AS SHOWN	PROJECT NO.
DATE	06-24-13	13-5823.2
CAD FILE		

SHEET  
 15 OF 22



MATCHLINE - SEE SHEET 11

PROPERTY LIMITS

DRAINAGE EASEMENT  
 O.R.B. 13521, PG. 800, B.C.R.

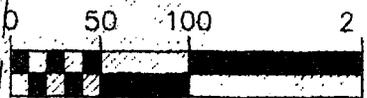
EDGE OF WATER

10' IRRIGATION EASEMENT  
 TO SERVE GOLFVIEW PARK  
 O.R.B. 6266, PG. 508, B.C.R.

PROPERTY LIMITS

E LINE OF THE  
 W 1/2, SE 1/4  
 SEC. 33-48-42

GRAPHIC SCALE



( IN FEET )  
 1" = 100'

LANDS  
 D.B. 470, AFFECTED BY  
 PG. 383, B.C.R.

RIM EL.: 13.52  
 WELL EL.: 12.09

PROPERTY LIMITS

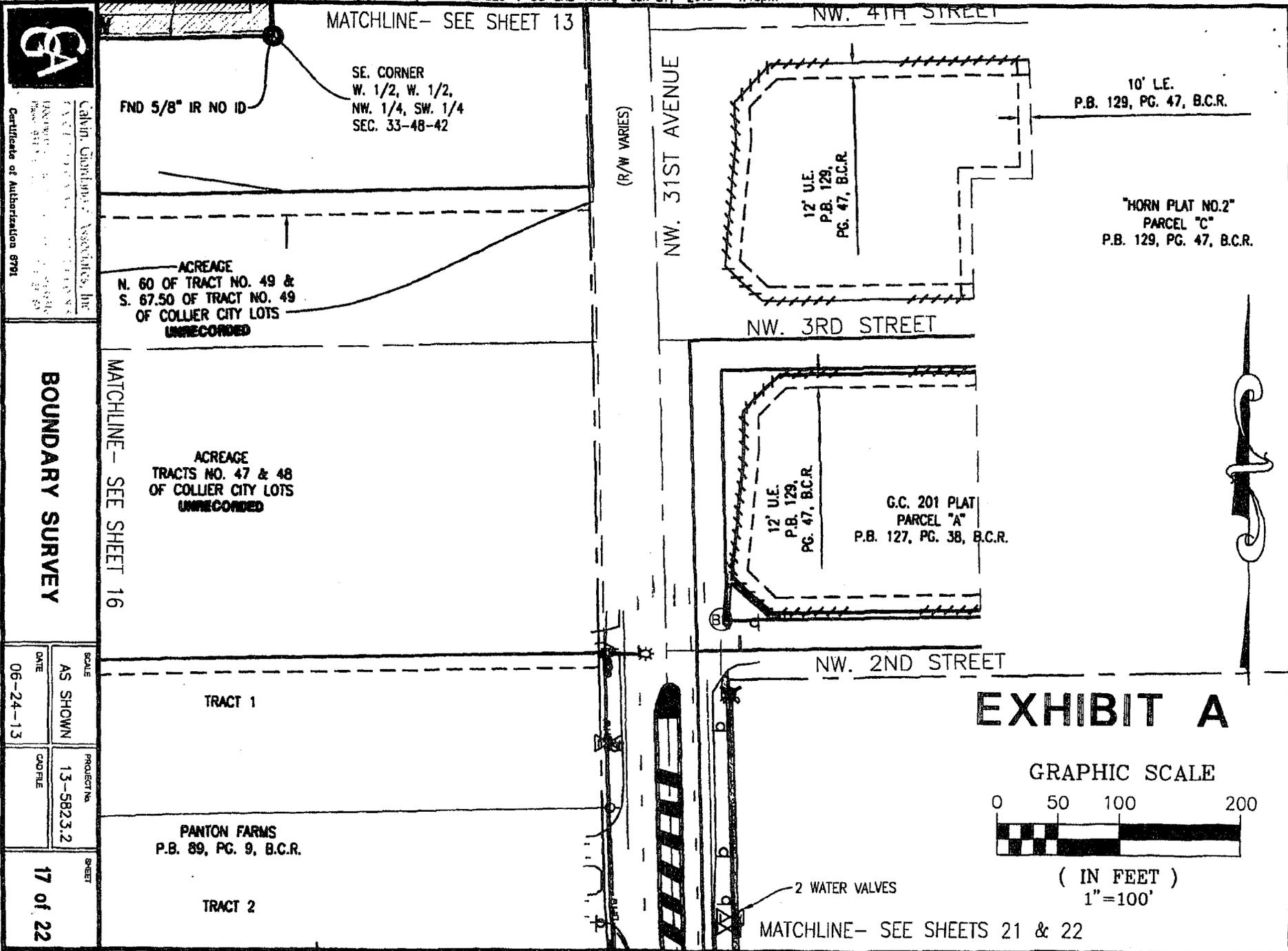
DRAINAGE EASEMENT  
 O.R.B. 13521, PG. 800, B.C.R.

EDGE OF WATER

MATCHLINE - SEE SHEETS 19 & 20

MATCHLINE - SEE SHEET 16





**BA**  
 Cahin, Chantler & Associates, Inc.  
 SURVEYORS  
 135823-135823-V-BS-EXB-A.dwg  
 06-24-13  
 Certificate of Authorization 8791

**BOUNDARY SURVEY**

MATCHLINE - SEE SHEET 16

MATCHLINE - SEE SHEET 13

FND 5/8" IR NO ID  
 SE. CORNER  
 W. 1/2, W. 1/2,  
 NW. 1/4, SW. 1/4  
 SEC. 33-48-42

ACREAGE  
 N. 60 OF TRACT NO. 49 &  
 S. 67.50 OF TRACT NO. 49  
 OF COLLIER CITY LOTS  
 UNRECORDED

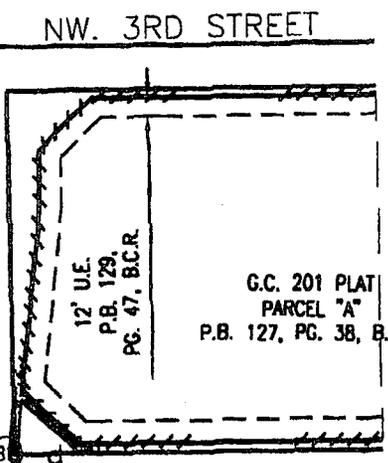
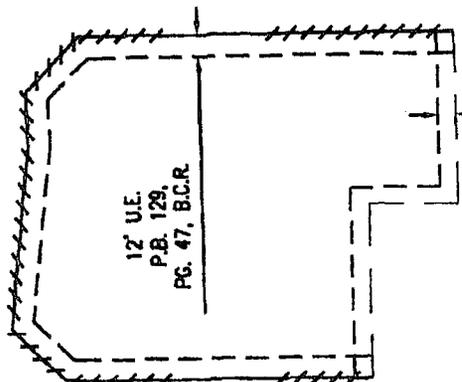
ACREAGE  
 TRACTS NO. 47 & 48  
 OF COLLIER CITY LOTS  
 UNRECORDED

TRACT 1

PANTON FARMS  
 P.B. 89, PG. 9, B.C.R.

TRACT 2

NW. 31ST AVENUE  
 (R/W VARIES)

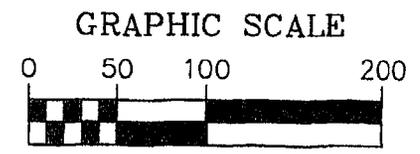


NW. 4TH STREET

NW. 3RD STREET

NW. 2ND STREET

**EXHIBIT A**



( IN FEET )  
 1"=100'

2 WATER VALVES  
 MATCHLINE - SEE SHEETS 21 & 22

SCALE  
 AS SHOWN  
 DATE  
 06-24-13

PROJECT No.  
 13-5823.2  
 CAD FILE

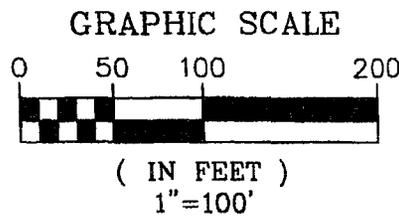
SHEET  
 17 of 22



Calvin, Giordano & Associates, Inc.  
 EXCEPTIONAL SOLUTIONS  
 1800 Olive Drive, Suite 600, Fort Lauderdale, Florida 33316  
 Phone: 954.921.7791 Fax: 954.921.3807  
 Certificate of Authorization 6798

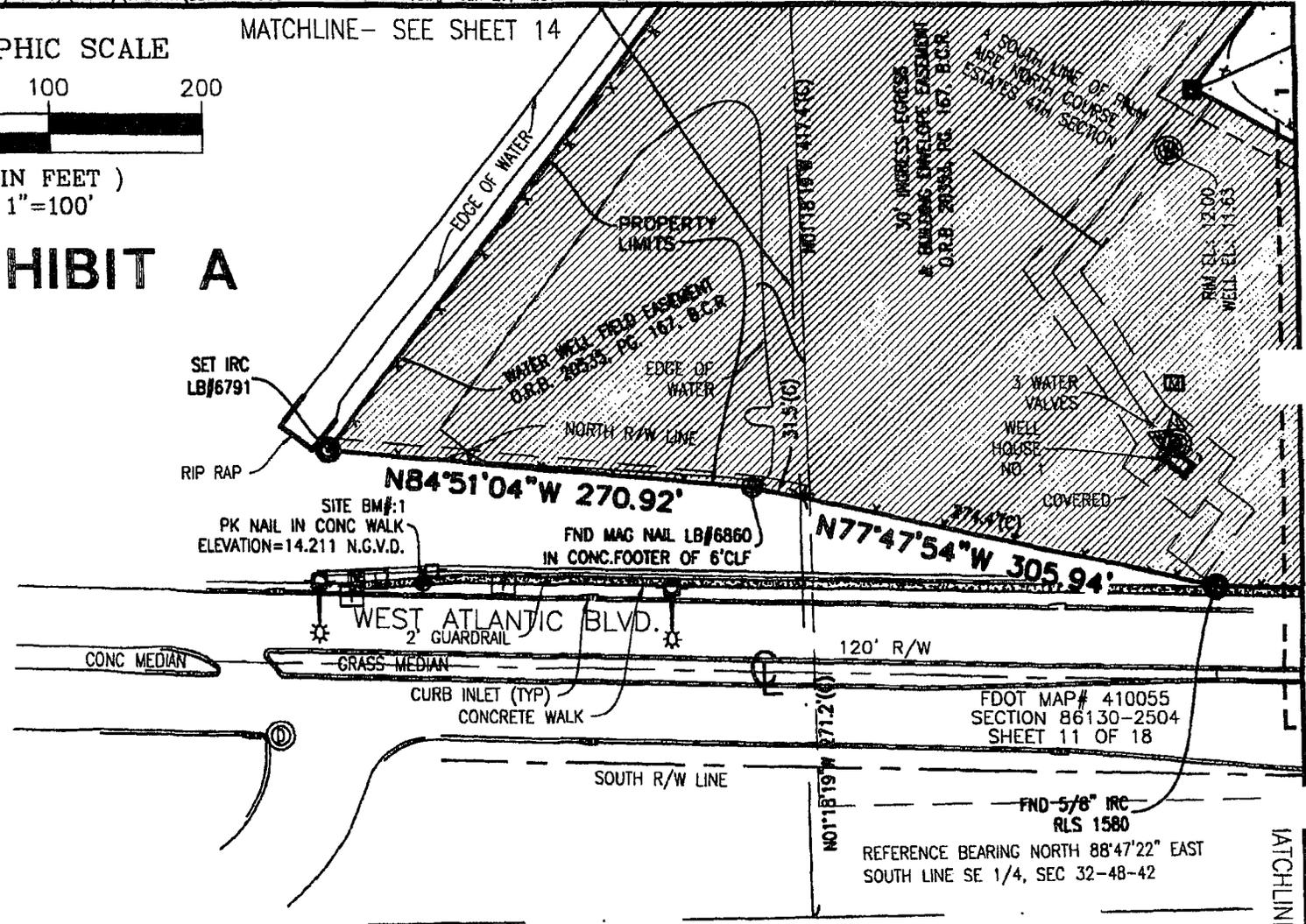
**BOUNDARY SURVEY**

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	18 of 22
DATE	DATE FILE	
06-24-13		



**EXHIBIT A**

MATCHLINE- SEE SHEET 14



MATCHLINE- SEE SHEET 19

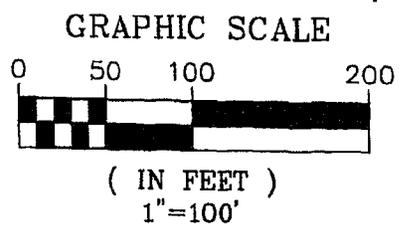
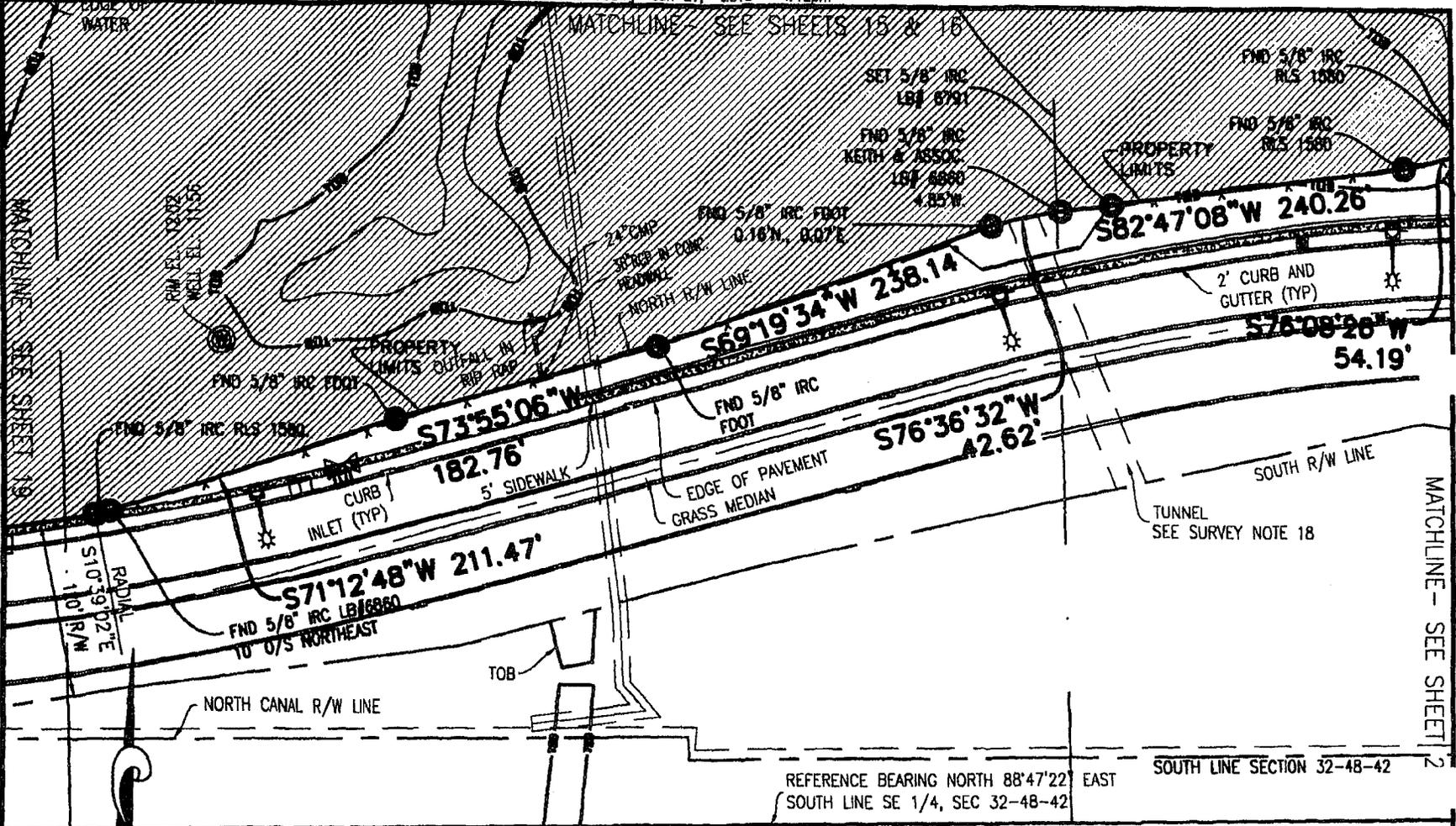




**Calvin, Giordano & Associates, Inc.**  
 EXCEPTIONAL SOLUTIONS  
 1800 Deer Drive, Suite 6100, Fort Lauderdale, Florida 33316  
 Phone: 954.921.7791 Fax: 954.921.8807  
 Certificate of Authorization 6781

**BOUNDARY SURVEY**

SCALE	AS SHOWN	PROJECT No.	13-5823.2	SHEET	20 of 22
DATE	06-24-13	CAD FILE			



**EXHIBIT A**

MATCHLINE - SEE SHEET 2



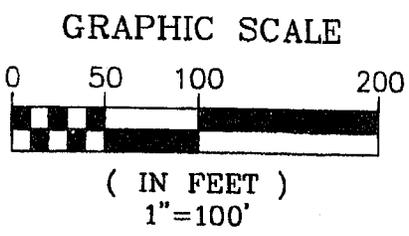
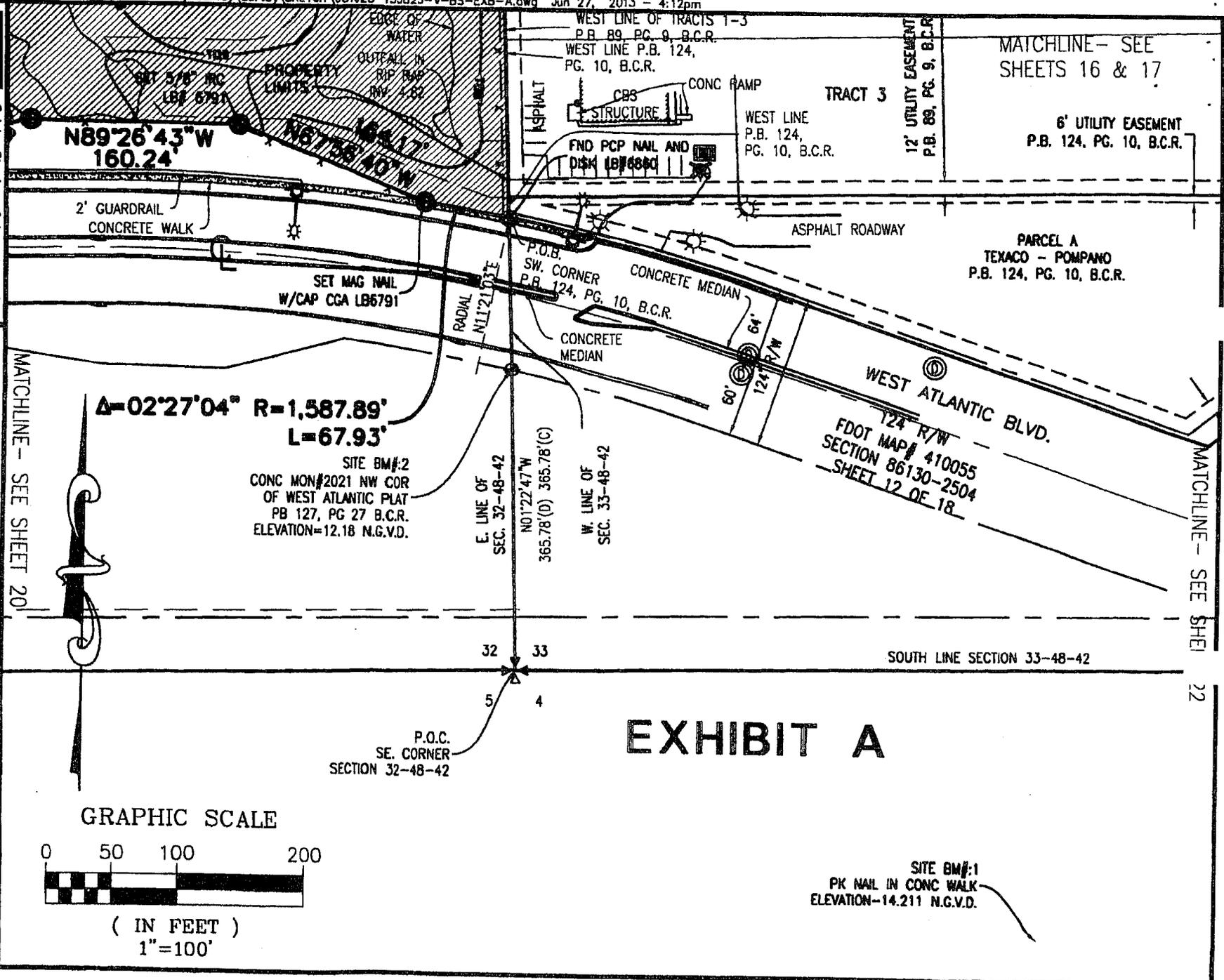
Calvin, Giordano & Associates, Inc.  
 EXCEPTIONAL SOLUTIONS  
 1900 Dale Drive, Suite 600, Fort Lauderdale, Florida 33316  
 Phone: 954-921-7781 Fax: 954-921-8807  
 Certificate of Authorization 6791

**BOUNDARY SURVEY**

SCALE AS SHOWN  
 DATE 06-24-13

PROJECT No. 13-5823.2  
 CAD FILE

SHEET 21 of 22



**EXHIBIT A**

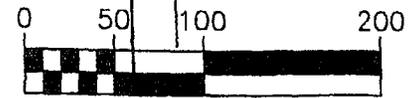
SITE BM#1  
 PK NAIL IN CONC WALK  
 ELEVATION=14.211 N.G.V.D.

ACREAGE  
OF COLLIER CITY LOTS

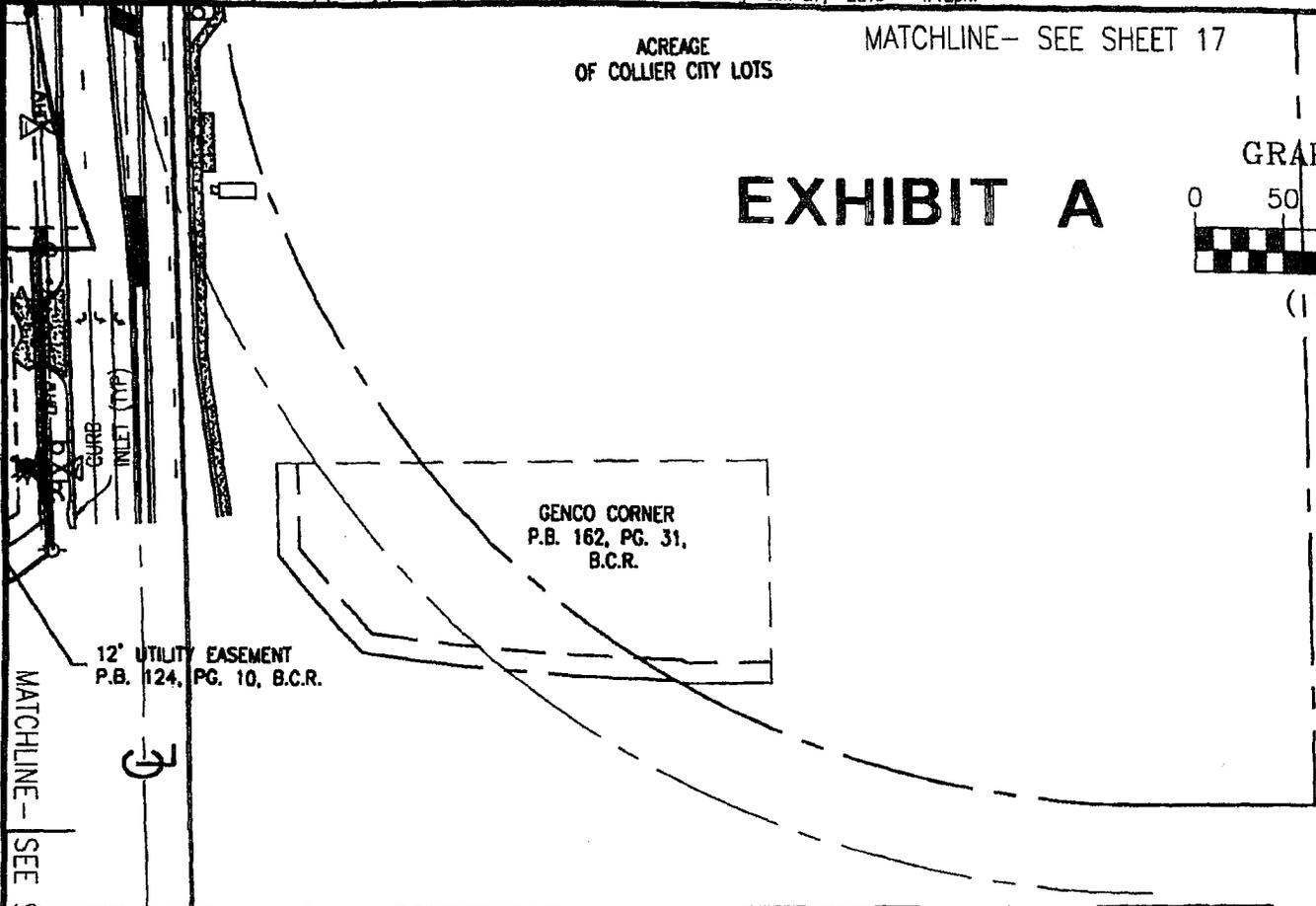
MATCHLINE- SEE SHEET 17

# EXHIBIT A

GRAPHIC SCALE



( IN. FEET )  
1"=100'



**CALVIN STORLAND & ASSOCIATES, INC.**  
 PLANNING ARCHITECTS ENGINEERS  
 1800 N.W. 11th St., Suite 200  
 Ft. Lauderdale, FL 33304  
 Phone: 305-557-1100  
 Fax: 305-557-1101  
 Certificate of Authorization 6791

**BOUNDARY SURVEY**

SCALE	AS SHOWN	PROJECT NO.	13-5823.2	SHEET	22 of 22
DATE	06-24-13	CAD FILE			

# EXHIBIT A-1

## LEGAL DESCRIPTION ORIGINAL PARK PROPERTY

THE WEST ONE-HALF (W1/2) OF THE WEST ONE-HALF (W1/2) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA,

SAID LANDS MORE PARTICULARLY DESCRIBED AS: A PORTION OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 33, NORTH 01°22'47" WEST 1275.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 01°22'47" WEST 1275.05 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER (SW1/4) OF SAID SECTION 33; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW1/4), NORTH 88°41'12" EAST 334.48 FEET TO THE NORTHWEST CORNER OF TRACT A OF "LLOYD E. OLSEN PLAT", AS RECORDED IN PLAT BOOK 103, PAGE 9, BROWARD COUNTY RECORDS; THENCE ALONG THE WEST LINE OF SAID TRACT A AND ITS SOUTHERLY EXTENSION, ALSO BEING THE EAST LINE OF THE WEST ONE-HALF (W1/2) OF THE WEST ONE-HALF (W1/2) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SAID SOUTHWEST ONE-QUARTER (SW1/4), SOUTH 01°20'18" EAST 1275.77 FEET TO AN ANGLE POINT IN THE NORTHERLY BOUNDARY OF PARCEL G OF "GIBSON'S PLAT", AS RECORDED IN PLAT BOOK 99, PAGE 45 BROWARD COUNTY RECORDS; THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 88°48'35" WEST 333.56 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY FLORIDA AND CONTAINING 426,012 SQUARE FEET (9.78 ACRES) MORE OR LESS.

### NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based upon an assumed datum. Reference bearing of North 88°47'22" East along the South line of the Southeast one-quarter (SE ¼) Section 32, Township 48 South, Range 42 East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
5. Symbols shown hereon are not to scale.
6. The legal description shown hereon was provided by the Client.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: 6-28-2013

Daniel C. Look  
 Professional Surveyor and Mapper  
 Florida Registration Number LS 5118  
 Prepared By:  
 CALVIN, GIORDANO AND ASSOCIATES, INC.  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33316

### LEGEND:

PB = PLAT BOOK  
 PG = PAGE  
 BCR = BROWARD COUNTY RECORDS  
 A = ARC LENGTH  
 D = DELTA  
 R = RADIUS



Calvin, Giordano & Associates, Inc.  
 EXCEPTIONAL SOLUTIONS

1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax: 954.921.8807

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## SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	1 of 3
DATE	CAD FILE	
06-24-13		

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# EXHIBIT A-1



GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

NW. CORNER OF  
S.W. 1/4 OF  
SEC. 33-48-42

**N88°41'12"E**  
**334.48'**

NE. CORNER  
N. 1/2, NE. 1/4,  
SE. 1/4,  
SEC. 32-48-42

N. LINE OF  
S.W. 1/4 OF  
SEC. 33-48-42

NE. CORNER  
W. 1/2, W. 1/2,  
NW. 1/4, SW. 1/4,  
SEC. 33-48-42

N.W. CORNER OF TRACT A  
LLOYD E. OLSON PLAT  
P.B. 103, PG. 9, B.C.R.

**N01°22'47"W 1275.05'**

W. LINE OF TRACT A  
LLOYD E. OLSON PLAT  
P.B. 103, PG. 9, B.C.R.

E. LINE OF THE  
SE. 1/4, SEC. 32-48-42

E. LINE OF W. 1/2 OF  
W. 1/2 OF N.W. 1/4  
OF S.W. 1/4 OF  
SECTION 33-48S.-42E.

MATCHLINE - SEE A-1a

P:\Projects\2013\135823 Palm Aire Boundary Survey\Sketch\081623-135823-V-BS-EXB-A-1.dwg Jun 28, 2013 - 9:24am



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EXCEPTIONAL SOLUTIONS  
1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316  
Phone: 954.921.7781 Fax: 954.921.8907  
Certificate of Authorization 8791

## SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No	SHEET
AS SHOWN	13-5823.2	3 of 3
DATE	CAD FILE	
06-24-13		

SE. CORNER  
N. 1/2, NE. 1/4, SE. 1/4,  
SEC. 32-48-42

MATCHLINE - SEE A-1b

PARCEL  
C.C.H. SUBC  
P.B. 84, PG. 7

RESOLUTION NO. 72-100  
O.R.B. 4724, PG. 761, 500

# EXHIBIT A-1

ACREAGE

W.1/2 OF W.1/2 OF  
N.W.1/4 OF S.W.1/4  
SEC. 33-48-42

S01°20'18"E 1275.77'

E.LINE OF W. 1/2,  
W. 1/2, NW. 1/4, SW. 1/4  
SEC. 33-48-42

ACREAGE  
SEC. 33-48-42

PARCEL G  
GIBSON'S PLAT  
P.B. 99, PG. 45, B.C.R.

PARCEL G  
GIBSON'S PLAT  
P.B. 99, PG. 45, B.C.R.

NORTHERLY BOUNDARY OF  
PARCEL G, GIBSON'S PLAT  
P.B. 99, PG. 45, B.C.R.

SE. CORNER  
W. 1/2, W. 1/2,  
NW. 1/4, SW. 1/4  
SEC. 33-48-42

SOUTH LINE SECTION 33-48-42

N01°22'47"W 1275.05'

N01°22'47"W  
1275.04'

S88°48'35"W  
333.56'

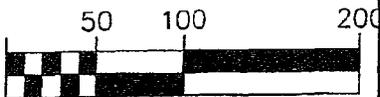
POINT OF BEGINNING

SW. CORNER  
NW.1/4, SW.1/4  
SEC.33-48-42

W LINE OF THE  
SW.1/4, SEC.33-48-42

POINT OF COMMENCEMENT  
SW. CORNER  
SECTION 33-48-42

GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

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Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS

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Phone: 954.921.7781 Fax: 954.921.8807

Certificate of Authorization 6791

## SKETCH AND LEGAL DESCRIPTION

SCALE

AS SHOWN

DATE

06-24-13

PROJECT No.

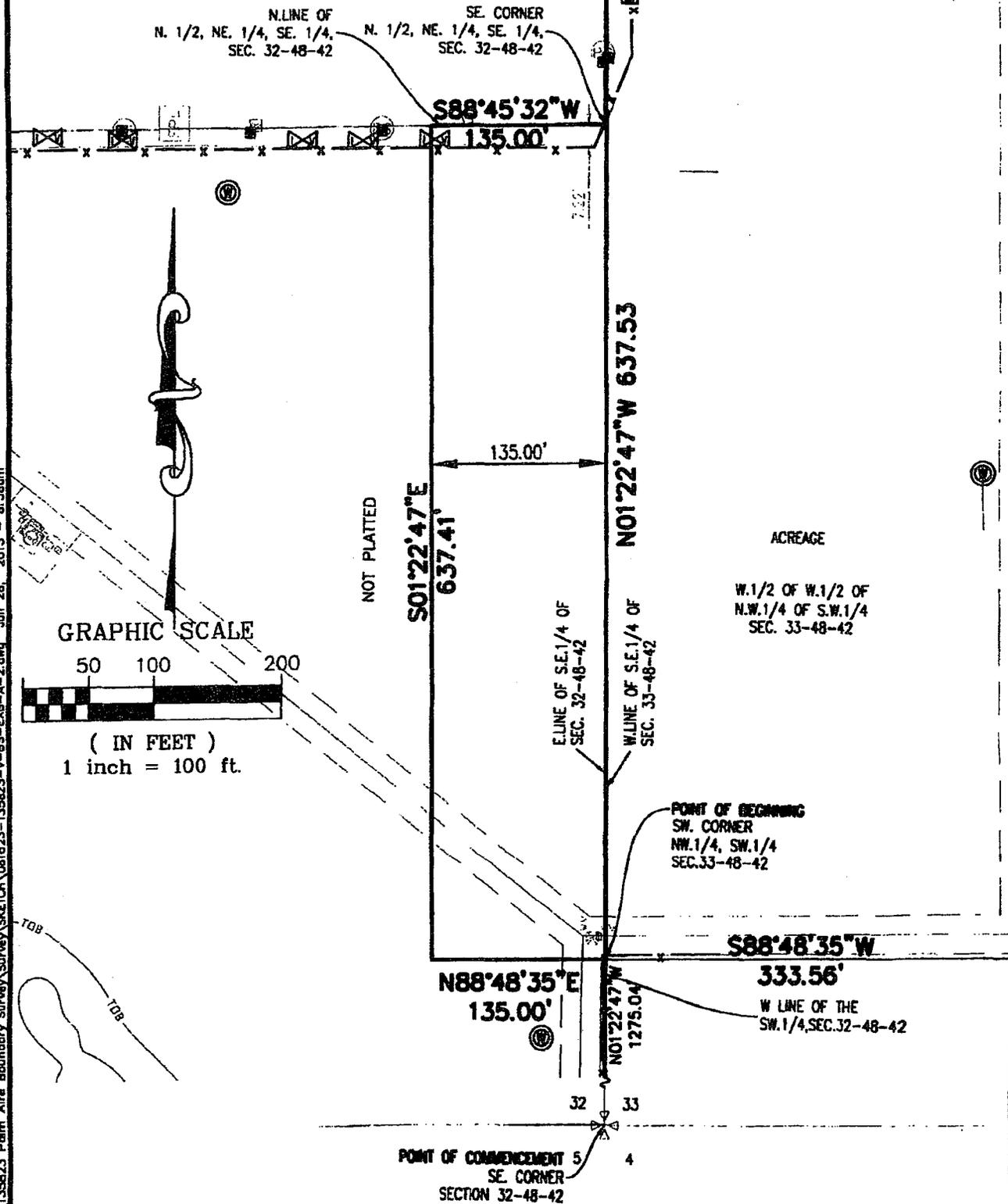
13-5823.2

CAD FILE

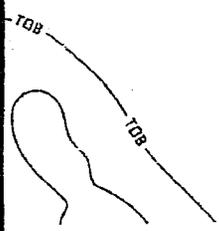
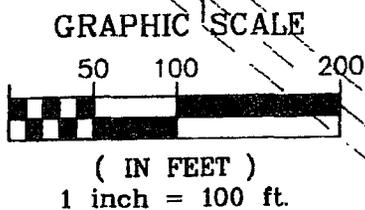
SHEET

2 of 3

# EXHIBIT A-2



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**GA** Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS  
1800 Eber Drive, Suite 600, Fort Lauderdale, Florida 33316  
Phone: 954 921 7781 Fax: 954 921 8807  
Certificate of Authorization 6781

## SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT NO.	SHEET
AS SHOWN	13-5823.2	
DATE	CAD FILE	2 of 2
06-24-13		

# EXHIBIT A-2

## LEGAL DESCRIPTION ADDITION TO THE PARK PROPERTY

A PORTION OF THE EAST 135.00 FEET OF THE NORTHEAST ONE-QUARTER (NE ¼) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA,  
 SAID LANDS MORE PARTICULARLY DESCRIBED AS: A PORTION OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 32, TOWNSHIP 48 SOUTH, RANGE 42 EAST, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 32, NORTH 01°22'47" WEST 1275.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE, NORTH 01°22'47" WEST 637.53 FEET TO THE SOUTHEAST CORNER OF THE NORTH ONE-HALF (N ½) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 32; THENCE ALONG THE NORTH LINE OF SAID NORTH ONE-HALF (N ½) OF THE NORTHEAST ONE-QUARTER (NE1/4) OF THE SOUTHEAST ONE-QUARTER (SE ¼) OF SAID SECTION 32, SOUTH 88°45'32" WEST 135.00 FEET; THENCE SOUTH 01°22'47" EAST ALONG A LINE 135.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE SAID EAST LINE OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SAID SECTION 32 637.41 FEET; THENCE NORTH 88°48'35" EAST 135.00 FEET TO THE POINT OF BEGINNING.  
 SAID PROPERTY CONTAINING 86,058 SQUARE FEET (1.976 ACRES) MORE OR LESS.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not obstructed, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based upon an assumed datum. Reference bearing of North 88°47'22" East along the South line of the Southeast one-quarter (SE ¼) Section 32, Township 48 South, Range 42 East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
5. Symbols shown hereon are not to scale.
6. The legal description shown hereon was prepared by the undersigning surveyor as directed by the client.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: 06-23, 2013 *6.28.2013*

Daniel C. Look  
 Professional Surveyor and Mapper  
 Florida Registration Number LS 5118  
 Prepared By:  
 CALVIN, GIORDANO AND ASSOCIATES, INC.  
 1800 Eler Drive, Suite 600  
 Fort Lauderdale, Florida 33316

**LEGEND:**

- PB = PLAT BOOK
- PG = PAGE
- BCR = BROWARD COUNTY RECORDS
- A = ARC LENGTH
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P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\Sketch\081623-135823-V-BS-EXB-A-2.dwg Jun 28, 2013 - 8:58am

 <p>Calvin Giordano &amp; Associates Inc.                  PROFESSIONAL SURVEYORS &amp; MAPPERS                  1800 Eler Drive, Suite 600                  Fort Lauderdale, Florida 33316                  Certificate of Authorization 6791</p>	<p><b>SKETCH AND                  LEGAL DESCRIPTION</b></p>		SCALE AS SHOWN	PROJECT No. 13-5823.2	SHEET 1 of 2
	DATE 06-24-13	CAD FILE			

# EXHIBIT-B

## LEGAL DESCRIPTION

PARCEL "G", LESS THE NORTH 170.38 FEET THEREOF OF THAT PORTION OF PARCEL "G" LYING IN THE MOST NORTHEASTERN PORTION OF SAID PARCEL "G", "GIBSON'S PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 99, PAGE 45, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

AND

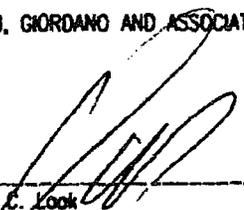
THE NORTH ONE-QUARTER (N1/4) OF THE SOUTH FOUR-FIFTHS (S 4/5) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE EAST 75.00 FEET THEREOF.

SAID LANDS SITUATE WITHIN BROWARD COUNTY FLORIDA.

## NOTES:

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2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based upon an assumed datum. Reference bearing of North 88°47'22" East along the South line of the Southeast one-quarter (SE 1/4) Section 32, Township 48 South, Range 42 East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
5. Symbols shown hereon are not to scale.
6. The legal description shown hereon was provided by the Client.

CALVIN, GIORDANO AND ASSOCIATES, INC.

  
 Daniel C. Cook  
 Professional Surveyor and Mapper  
 Florida Registration Number LS 5118

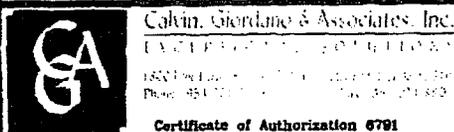
Date: 6-28-2013

Prepared By:  
 CALVIN, GIORDANO AND ASSOCIATES, INC.  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 June 24, 2013

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 Sheet 1 of 2 Sheets

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## SKETCH AND LEGAL DESCRIPTION

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# EXHIBIT-C

**LEGAL DESCRIPTION: SWAP PROPERTY**

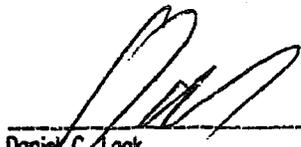
THE NORTH 60 FEET OF THE NORTH ONE-QUARTER (N 1/4) OF THE SOUTH FOUR-FIFTHS (S 4/5) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHWEST ONE-QUARTER (S 1/4), LESS AND EXCEPT THEREFROM THE WEST 125 FEET AND LESS THE EAST 75 FEET FOR COUNTY ROAD RIGHT-OF-WAY, ALL IN SECTION 33, TOWNSHIP 48 SOUTH, RANGE 42 EAST.

SAID LAND SITUATED IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA CONTAINING 27,835 SQUARE FEET (0.639 ACRES) MORE OR LESS.

**NOTES:**

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2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based upon an assumed datum. Reference bearing of North 88°47'22" East along the South line of the Southeast one-quarter (SE 1/4) Section 32, Township 48 South, Range 42 East.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.
5. Symbols shown hereon are not to scale.
6. The legal description shown hereon was provided by the Client.

CALVIN, GIORDANO AND ASSOCIATES, INC.



Date: 6-29-2013

Daniel C. Look  
 Professional Surveyor and Mapper  
 Florida Registration Number LS 5118  
 Prepared By:  
 CALVIN, GIORDANO AND ASSOCIATES, INC.  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33316

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Calvin, Giordano & Associates, Inc.  
 PROFESSIONAL SURVEYORS AND MAPPERS  
 LICENSE NO. 13-5823.2  
 Certificate of Authorization 8791

**SKETCH AND  
 LEGAL DESCRIPTION**

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# EXHIBIT C

GRAPHIC SCALE



( IN FEET )

1 inch = 100 ft.

PARCEL G  
GIBSON'S PLAT  
P.B. 99, PG. 45, B.C.R.

SE CORNER  
N 1/2, E 1/2  
SW 1/4, SW 1/4  
RGE. 42-42

NOT INCLUDED

125'

60'

THE NORTH 60' OF N 1/4 OF  
SOUTH 4/5 OF NW 1/4 OF  
THE SW 1/4 OF THE SW 1/4  
SEC 33 TWN 48S RGE 42E

AREA  
27832 SQ FT  
(0.639 ACRES)

75'

W LINE OF THE  
SW.1/4, SEC. 33-48-42



E LINE OF  
NW 1/4 OF SW 1/4  
SEC. 33 TWN 48S  
RGE 42E

NW. 31ST AVENUE R/W VARIES

NW. 31ST AVENUE



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS

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Phone: 954.921.7791 Fax: 954.921.8807

Certificate of Authorization 0791

## SKETCH AND LEGAL DESCRIPTION

SCALE

AS SHOWN

DATE

6-24-13

PROJECT No.

13-5823.2

CAD FILE

SHEET

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