

REQUESTED COMMISSION ACTION:

X	Consent	Ordinance	X	Resolution	Consideration/ Discussion	Presentation
_____	_____	_____	_____	_____	_____	_____

SHORT TITLE

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE TRI-PARTY AGREEMENT AMONG THE CITY OF POMPANO BEACH, WEST ATLANTIC BOULEVARD APARTMENTS INVESTORS LLC AND SUMMAN WESTERN INVESTMENT, INC; PROVIDING AN EFFECTIVE DATE.

Summary of Purpose and Why:

Via Resolution 2013-340 the City entered into a Tri-Party Agreement with Palm Aire Associates, Limited Partnership and Summan Western Investment, Inc., related to the northern Palm Aire property (copy attached). Section 5.c. of the Tri-Party agreement prohibits the issuance of any Certificates of Occupancy prior to the completion of the new road and the new water line. On March 21, 2016 representatives from West Atlantic Boulevard Apartments Investors, LLC (the successor to Palm Aire Associates) submitted a request to revise Section 5.c. in order to allow for the issuance of C/O's prior to the completion on the new road and the new water line and instead commit to a date certain for completion (copy attached). Staff from Development Services, Utilities, and City Manager's Office have reviewed the request, requested additional information, and met with the applicant. The applicant has revised their requested revision to allow for buildings 1 - 6 C/O's to be issued immediately, buildings 7 - 10 C/O's to be issued upon demonstration that the water line has passed all inspections, and the remaining 10 building's C/O's to be issued upon completing of the new road and the new water line (which the applicant expects to be before January 1, 2017). The buildings and their respective numbers are Exhibit "A". Staff believes the revised 5.c. addresses the water line delay related to the tie-in locations, while ensuring that the improvements will be completed in a timely manner. Also enclosed are aerials of the site from March 27, 2016. Executed copies of the signature pages will be submitted prior to the City Commission hearing.

- (1) Origin of request for this action: Development Services Dept.
- (2) Primary staff contact: Robin M. Bird/ Karen Friedman YBF Ext. 7792
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: None

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Dev. Services	<u>5/16/16</u>	Approval	<u>[Signature]</u>
City Attorney	<u>5/17/16</u>	<u>[Signature]</u>	<u>[Signature]</u>
X City Manager			<u>[Signature]</u>

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



City Attorney's Communication #2016-816
May 16, 2016

TO: Karen Friedman, AICP, Principal Planner
FROM: Mark E. Berman, City Attorney
RE: Resolution – Amendment to Tri Party Agreement

As requested in your memorandum of May 16, 2016, Department of Development Services Memorandum No. 16-231, the following form of Resolution, relative to the above-referenced matter, has been prepared and is attached:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE TRI-PARTY AGREEMENT AMONG THE CITY OF POMPANO BEACH, WEST ATLANTIC BOULEVARD APARTMENTS INVESTORS LLC AND SUMMAN WESTERN INVESTMENT, INC.; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.


MARK E. BERMAN

/jrm
l:cor/dev-srv/2016-816

Attachment

RESOLUTION NO. 2016-_____

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 AN AMENDMENT TO THE TRI-PARTY AGREEMENT AMONG THE CITY OF POMPANO BEACH, WEST ATLANTIC BOULEVARD APARTMENTS INVESTORS LLC 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 Amendment to the Agreement among the City of Pompano Beach, West Atlantic Boulevard Apartments Investors LLC and Summan Western Investment, Inc., a copy of which Amendment 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 Amendment among the City of Pompano Beach, West Atlantic Boulevard Apartments Investors LLC and Summan Western Investment, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

Prepared by:
Anthony C. Alfonso, Esq.
Holland & Knight LLP
515 East Las Olas Boulevard
Suite 1200
Fort Lauderdale, FL 33301

AMENDMENT TO TRI PARTY AGREEMENT

This AMENDMENT TO TRI PARTY AGREEMENT ("Amendment") is made and entered into as of this ____ day of _____, 2016, by and among the CITY OF POMPANO BEACH, FLORIDA, a Florida municipal corporation ("City"); WEST ATLANTIC BOULEVARD APARTMENTS INVESTORS LLC, a Delaware limited liability company, its successors and assigns ("ZOM"); and SUMMAN WESTERN INVESTMENT, INC., a Florida corporation, its successors and assigns ("Summan"). City, ZOM and Summan are referred to herein as the ("Parties").

RECITALS:

A. City, PALM AIRE ASSOCIATES, LIMITED PARTNERSHIP, a Delaware limited partnership ("Palm Aire"), and Summan entered into that certain Tri Party Agreement dated July 26, 2013 (the "Agreement") regarding certain real property located in Broward County, Florida, more fully described in the Agreement.

B. ZOM, as successor in interest to Palm Aire, commenced construction of the New Water Line and the New Road in accordance with the terms of the Agreement.

C. The Parties desire to amend the Agreement to extend the deadline for completion of construction of the New Water Line and the New Road as further described in this Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Recitals set forth above are true and correct and are hereby incorporated herein. All capitalized terms used in this Amendment without separate definition shall have the same meanings assigned to them in the Agreement.

2. Section 5.c. of the Agreement is amended to delete the requirement for the construction of the New Water Line, the New Road and the Improvements to be completed and accepted by the City prior to the issuance of the first certificate of occupancy for any development within the Property.

3. Section 5.c. of the Agreement is further amended to provide that construction of the New Water Line, the New Road and the Improvements (collectively the "Construction") is anticipated to be complete and accepted by the City on or before January 1, 2017, and that until such time as the Construction is completed, certificates of occupancy, including Temporary Certificates of Occupancy, will only be issued for the buildings identified on Exhibit A, attached hereto, pursuant to the following schedule:

1. Certificates of Occupancy for Buildings 1-6 may be issued without limitation related to the Construction;
2. Certificates of Occupancy for Buildings 7-10 may be issued when the New Water line is tested and approved by the City;
3. Buildings 11-20 may be issued upon completion of the Construction.

4. Section 10 (Notices) of the Agreement is amended to strike the noticing information for “If to Palm Aire” and replace as follows:

If to “ZOM”: West Atlantic Boulevard Apartments Investors LLC
c/o ZOM Florida
200 E Broward Blvd, Suite 1200
Fort Lauderdale, FL 33301
Attention: Jason Haun

With a copy to:

Debbie M. Orshefsky, Esq.
Holland & Knight LLP
515 East Las Olas Boulevard, Suite 1200
Fort Lauderdale, FL 33301

5. Except as specifically modified in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. This Amendment shall be construed and enforced in accordance with the laws of the State of Florida; and this Amendment shall be binding upon and inure to the benefit of the Parties and their permitted legal representatives, successors and assigns. No modification or amendment of the Agreement, as amended by this Amendment, will be of any force or effect unless in writing executed by all Parties.

6. The individuals signing this Amendment represent and warrant that they have the authority and approval to execute this Amendment 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 Amendment in particular.

7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Amendment. To facilitate execution and delivery of this Amendment, the parties may execute and exchange executed counterparts by facsimile or e-mail in a PDF file to the other party or to the other party’s counsel. Facsimile signatures or signatures in a PDF file shall have the same legal effect as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed effective as of the date first set forth above.

“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 _____, 2016 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:

ZOM:

**WEST ATLANTIC BOULEVARD
APARTMENTS INVESTORS LLC,**
a Delaware limited liability company

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016,
by _____, as _____ of WEST ATLANTIC BOULEVARD
APARTMENTS INVESTORS LLC, a Delaware limited liability company, on behalf of the limited
liability company () who is personally known to me OR () who produced
_____ as identification.

Print Notary Name: _____

My Commission Expires: _____

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE]

Witnesses:

SUMMAN:

SUMMAN WESTERN INVESTMENT, INC.,
a Florida corporation

Print Name:_____

By:_____

Print Name:_____

Print Name:_____

Title:_____

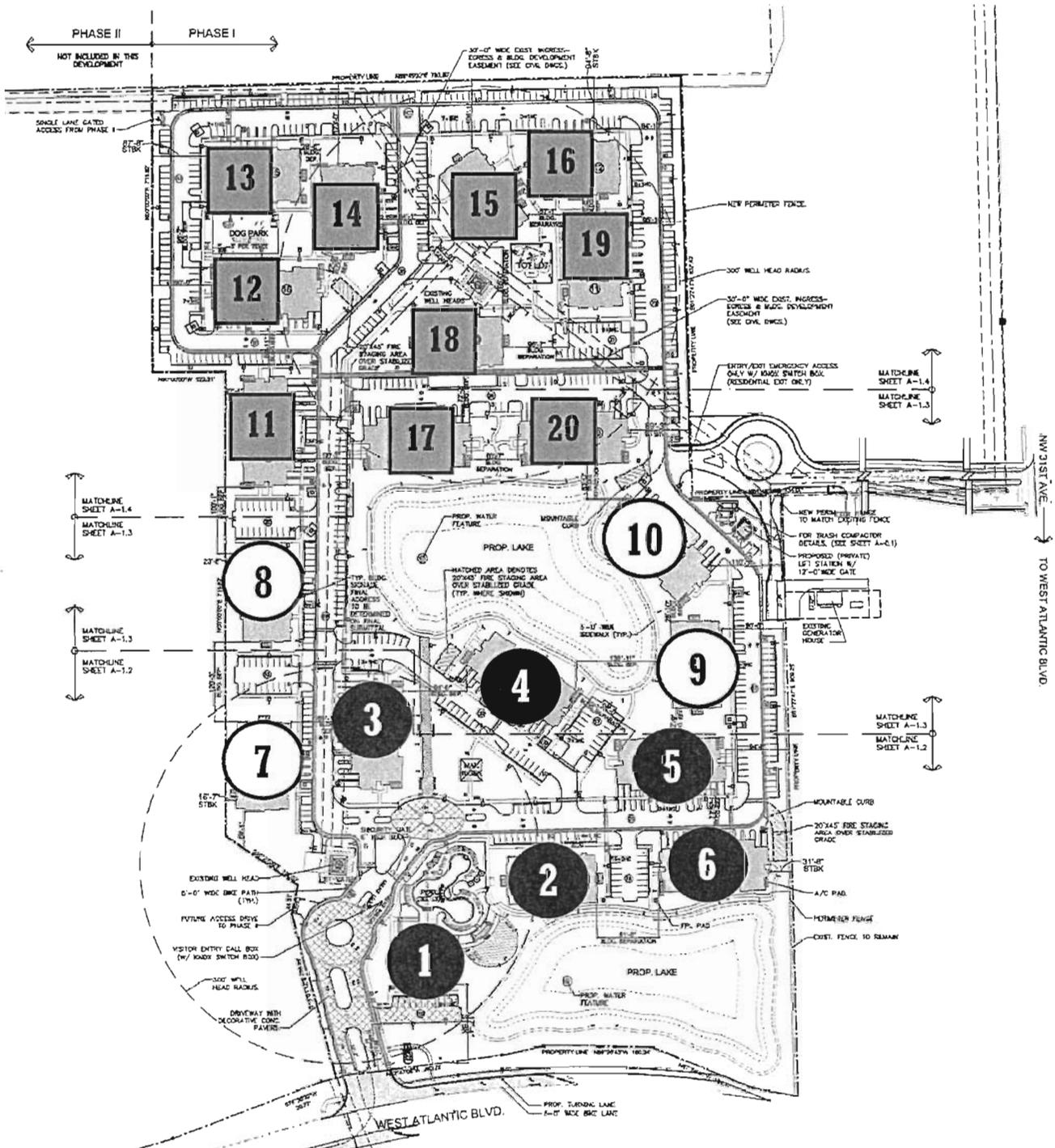
STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by _____, as _____ of SUMMAN WESTERN
INVESTMENT, INC., a Florida corporation, on behalf of the corporation () who is personally
known to me OR () who produced _____ as
identification.

Print Notary Name:_____
My Commission Expires:_____

Exhibit A

Residences at Palm Aire—Phase I



- # **1** – **6** Number of Certificates of Occupancy requested prior to completion of the New Water Line.
- # **7** – **10** Number of Certificates of Occupancy issued after completion of the New Water Line.
- # **11** – **20** Certificates of Occupancy that will not be issued until the Construction is complete.

Karen Friedman

From: Debbie.Orshefsky@hklaw.com
Sent: Monday, March 21, 2016 4:31 PM
To: Robin Bird
Cc: Maggie Barszewski; Karen Friedman; krc@zomusa.com
Subject: Tri Party Agreement

As you may recall, in July 2013 the City entered into a Tri-party Agreement (the “Tri-party”) with Palm Aire Associates, Limited Partnership (“Palm Aire”) and Summan Western Investment, Inc. (“Summan”) which, among other things, required that Palm Aire construct a new road and municipal water line prior to Palm Aire obtaining the first certificate of occupancy for any development within the subject property, commonly known as Residences at Palm Aire (the “Residences”). West Atlantic Boulevard Apartments Investors LLC (“ZOM”), as successor in interest to Palm Aire, commenced construction of the new road and water line pursuant to the Tri-party and has diligently pursued such construction. However, ZOM will be ready for its first certificate of occupancy for development within the Residences in May 2016, but for the reasons set forth below, the completion of the road and water line has been delayed. Therefore, we need to address how certificates of occupancy can be issues notwithstanding that the road is not completed as of yet, and whether an amendment to the Tri-party to extend the deadline to complete the road and water line to January 1, 2017 is needed.

Approval of the initial design was delayed as the County required that the private road (e.g. NW 4th St.) wherein many of these improvements lie be dedicated as public right-of-way. City staff ultimately worked with ZOM to resolve this issue to approve the design and allow for excavation to commence in order to get as-built measurements of the pipe and fittings. While these activities were underway, ZOM’s contractor discovered that the tie-in locations were quite different from where they were anticipated to be, which led to further redesign in order for the pipe to adequately cross under other existing utilities along NW 31st St. The utilities department again worked diligently in assisting to approve a redesign that would ultimately work. The custom pipe and pipe fittings are currently in fabrication, but come from specialty suppliers and are projected to take up to 16 weeks of production.

Please let us know how you think best to address this issue—we can forward an appropriate amendment for the Commission to approve or perhaps address this through additional bonding as you mentioned. Your call. But if this need to go to the City Commission, we need to have it on an agenda no later than April 26.

Best regards,

Debbie Orshefsky | Holland & Knight

Partner

Holland & Knight LLP

515 East Las Olas Boulevard, Suite 1200 | Fort Lauderdale, FL 33301

Phone 954.468.7871 | Fax 954.463.2030

debbie.orshefsky@hklaw.com | www.hklaw.com

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addressed. If you believe you received this e-mail in error, please notify the sender immediately, delete the e-mail from your computer and do not copy or disclose it to anyone else. If you are not an existing client of H&K, do not construe anything in this e-mail to make you a client unless it contains a specific statement to that effect and do not disclose anything to H&K in reply that you expect it to hold in confidence. If you properly received this e-mail as a client, co-counsel or retained expert of H&K, you should maintain its contents in confidence in order to preserve the attorney-client or work product privilege that may be available to protect confidentiality.



Residences at Palm Aire Apartments



03-27-16

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.

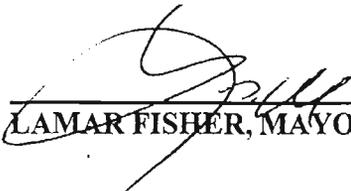
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

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.

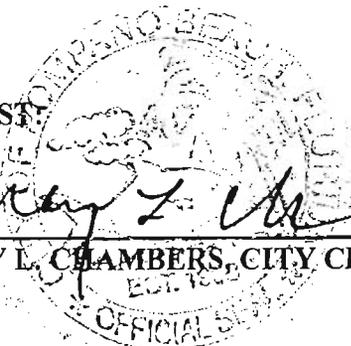
PASSED AND ADOPTED this 23rd day of July, 2013.



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. 31st 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. 31st Avenue; and

WHEREAS, the Parties wish to provide for permanent access to N.W. 31st 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. 31st 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. 4th Street westerly across N.W. 31st 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

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.

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.

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 Seltzer

William Seltzer
Print name:

Alexis Stewart
Print name: Alexis Stewart

STATE OF PA
COUNTY OF Philadelphia

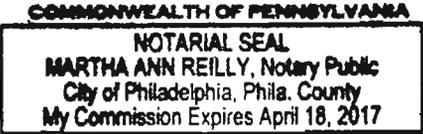
PALM AIRE ASSOCIATES, LIMITED PARTNERSHIP

By [Signature]
Name:
Title:

The foregoing instrument was acknowledged before me this 16th 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 o MAE-I. NIZ

[Signature]
Print name:

STATE OF Florida
COUNTY OF Duval

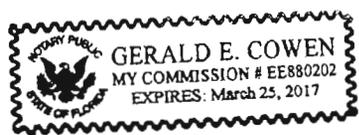
The foregoing instrument was acknowledged before me this 17th day of July, 2013, by Harry T. Hurley as President of Summan Western Investment, Inc., on behalf of said company. He/she is personally known to me or has produced as identification.

(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: _____

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



Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS
 1807 Belle Drive, Suite 600, Fort Lauderdale, Florida 33316
 Phone: 954-921-7781 Fax: 954-921-8800
 Certificate of Authorization 6791

EXHIBIT A

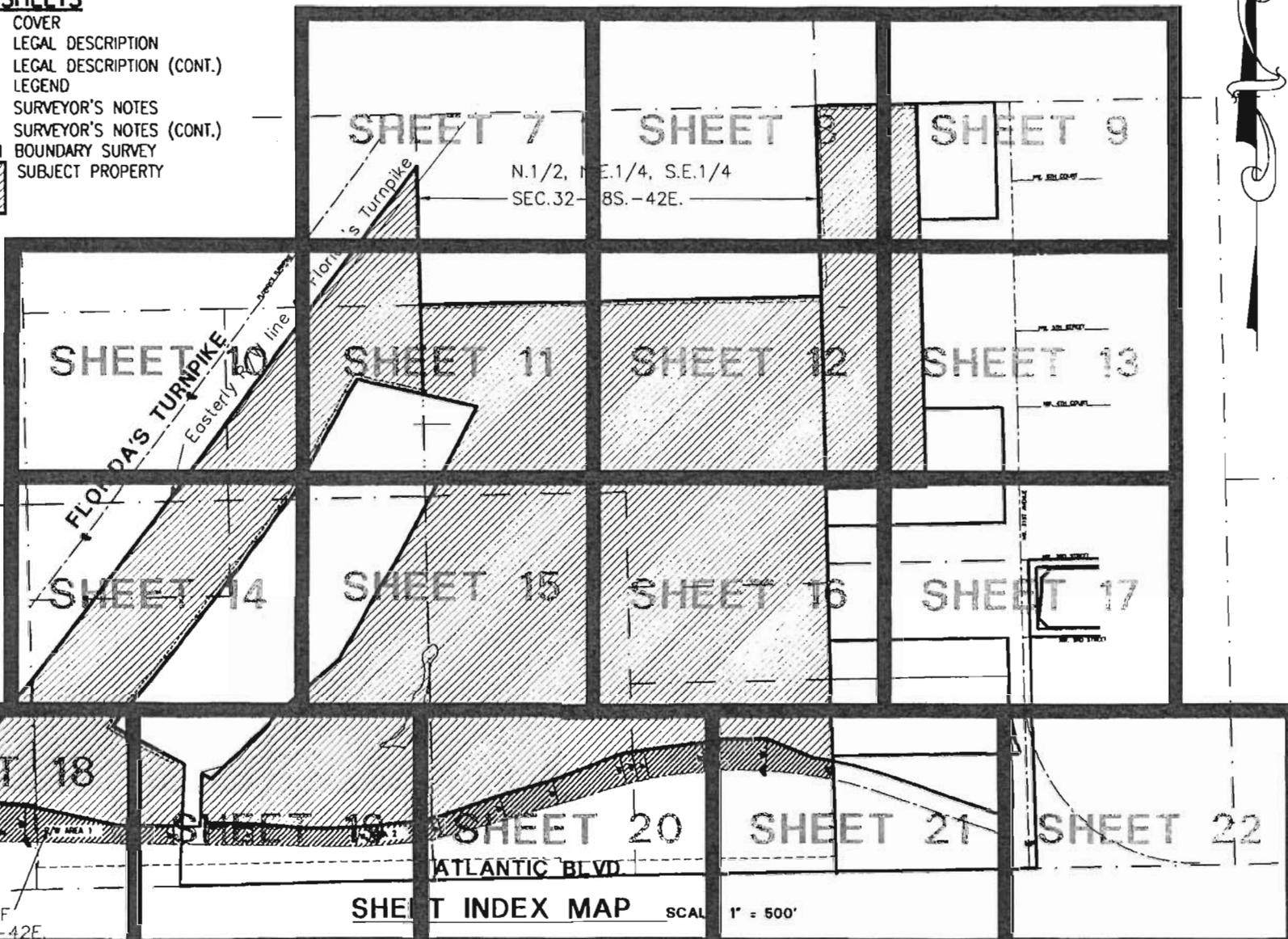
PALM AIRE - GOLF COURSE

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



BOUNDARY SURVEY

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

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

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Calvin Gierland & Associates, Inc.
 1500 N.W. 11th Street, Suite 200
 Ft. Lauderdale, FL 33304
 Phone: 954-561-1111
 Fax: 954-561-1112
 www.calvingierland.com

Certificate of Authorization 6781

BOUNDARY SURVEY

SCALE	PROJECT No	SHEET
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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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	Calvin Giordano & Associates, Inc. 1850 S.W. 11th Street, Suite 100 Fort Lauderdale, FL 33315 Phone: (954) 341-1111	BOUNDARY SURVEY		SCALE	PROJECT No.	SHEET
	Certificate of Authorization 6791		N. T. S.	13-5823.2	DATE	CAD FILE
				06-24-13		

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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Calvin Giordano & Associates, Inc.
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 Certificate of Authorization 6791

BOUNDARY SURVEY

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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 ENCROACHES 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 REFEREED 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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Calvin Giordano & Associates, Inc.
 Surveyors
 135823
 Certificate of Authorization 8791

BOUNDARY SURVEY

SCALE	PROJECT No.	SHEET
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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).

P:\Projects\2013\135823_Palm Aire Boundary Survey\Survey\SKETCH\081623-V-BS-EXB-A.dwg Jun 27, 2013 - 3:57pm



California Land Surveyors & Associates, Inc.
10000 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90210
Tel: 310-276-1111
Fax: 310-276-1112
www.calsurveyors.com
Certificate of Authorization 0791

BOUNDARY SURVEY

SCALE	PROJECT No.	SHEET
N. T. S.	13-5823.2	
DATE	CAD FILE	6 of 22
06-24-13		

EXHIBIT A



California Association of Professional Surveyors
 Certificate of Authorization 6791

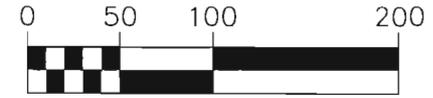
BOUNDARY SURVEY

SCALE AS SHOWN
 DATE 06-24-13

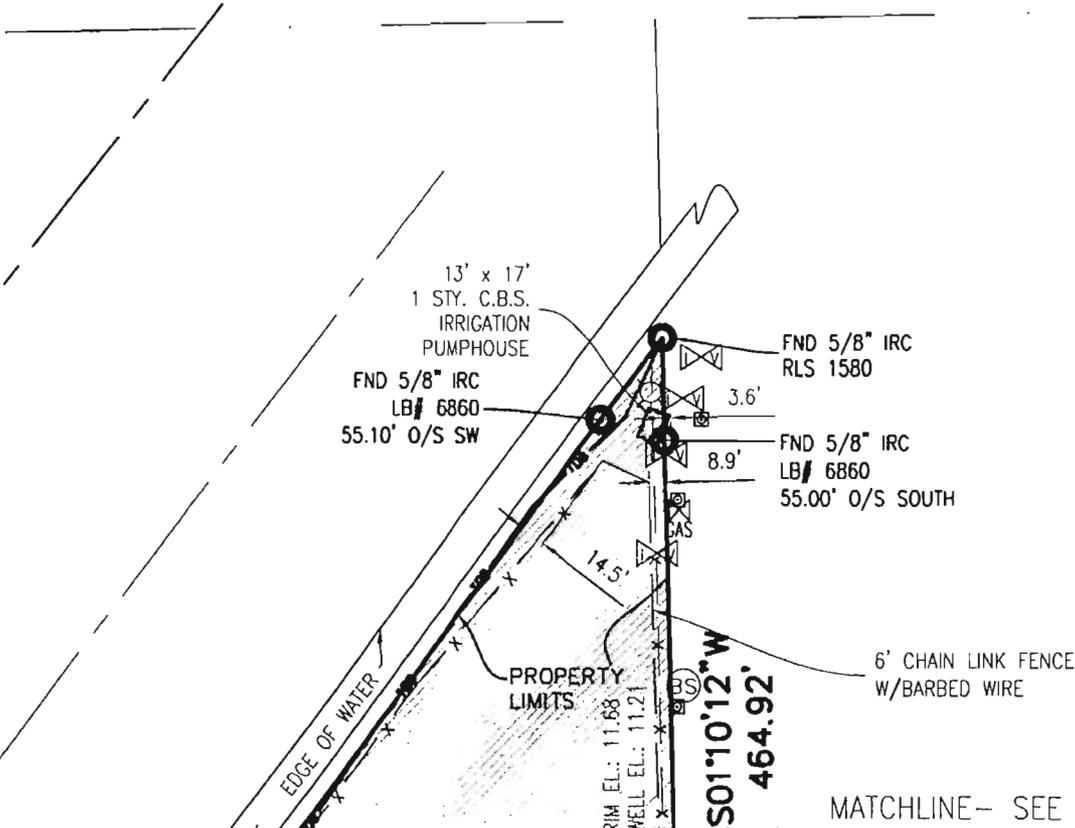
PROJECT NO. 13-5823.2
 CAD FILE

SHEET 7 of 22

GRAPHIC SCALE



(IN FEET)
 1"=100'



MATCHLINE- SEE SHEET 11

MATCH
 SEE SHEET 8

EXHIBIT A



California Land Surveyors Association, Inc.
 Certificate of Authorization 6791

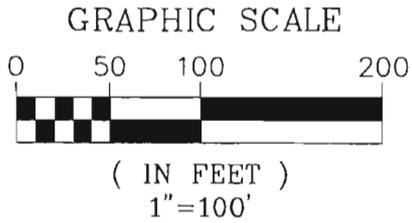
BOUNDARY SURVEY

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

SHEET 8 of 22



MATCHLINE - SEE SHEET 7



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

MATCHLINE - SEE SHEET 12

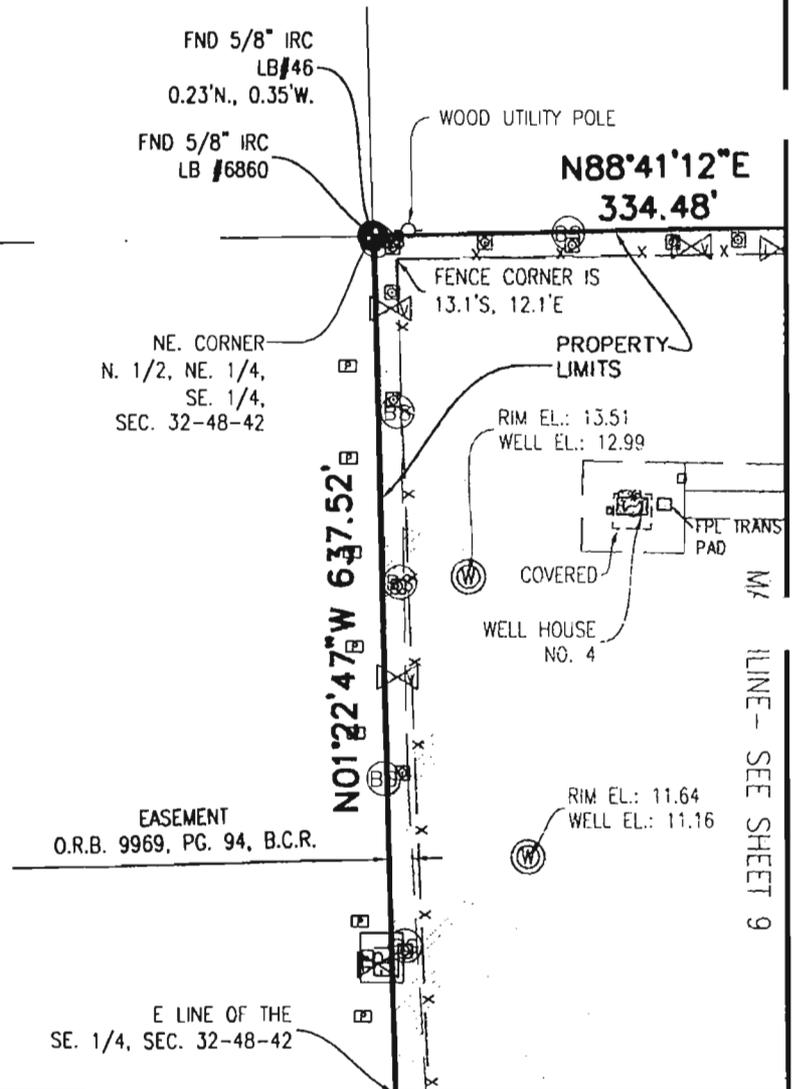


EXHIBIT A



Certification of Authorization 6791

BOUNDARY SURVEY

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

SHEET
9 of 22

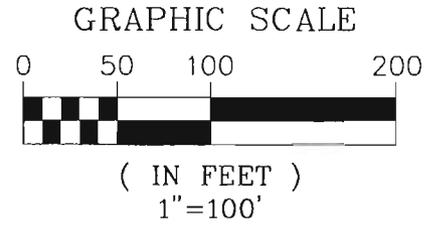
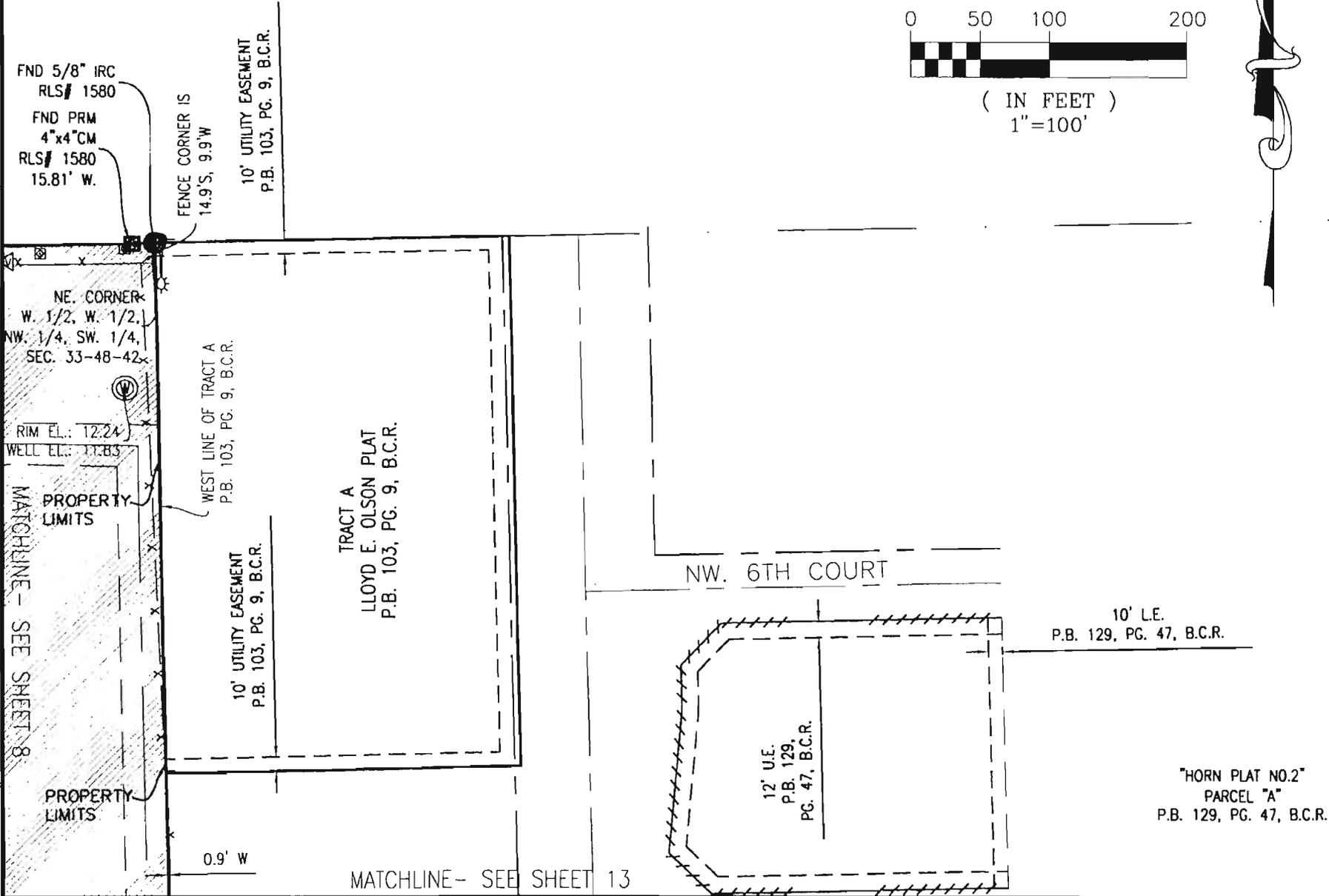
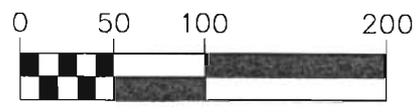


EXHIBIT A



Cultural Graphics & Associates, Inc.
 10000 W. US Highway 1
 Suite 200
 Fort Lauderdale, FL 33322
 Telephone: 754-561-1111
 Fax: 754-561-1112
 Certificate of Authorization 6791

GRAPHIC SCALE



(IN FEET)
 1"=100'



BOUNDARY SURVEY

SCALE	AS SHOWN
DATE	06-24-13

PROJECT#	13-5823.2
COORD#	

SHEET
 10 of 22

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.

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

E 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)

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

MATCHLINE - SEE SHEET

FLORIDA'S TURNPIKE
 300' R/W
 FDOT MAP# 410055
 SECTION 86130-2504
 SHEET 1 OF 18

FLORIDA'S TURNPIKE
 300' R/W
 FDOT MAP# 410055
 SECTION 86130-2504
 SHEET 1 OF 18

150' R/W

150' R/W

PROPERTY LIMITS

WEST R/W LINE



Certificate of Authorization 6791

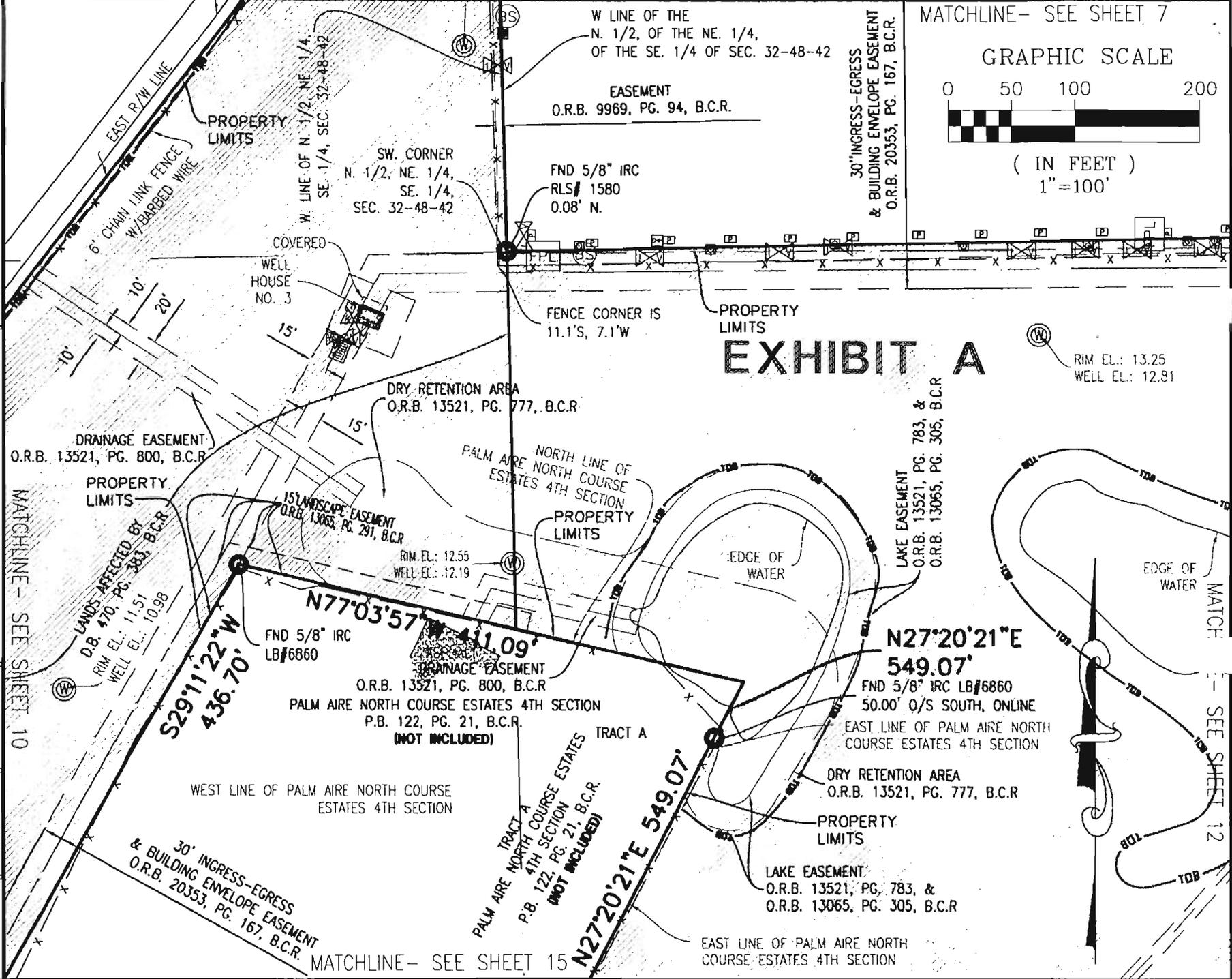
Civil Engineers & Surveyors, Inc.

BOUNDARY SURVEY

SCALE
AS SHOWN
DATE 06-24-13

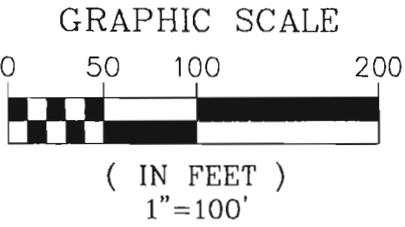
PROJECT No.
13-5823.2
CAD FILE

SHEET
11 of 22



MATCHLINE- SEE SHEET 8

EXHIBIT A



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

PROPERTY LIMITS

EASEMENT
O.R.B. 9969, PG. 94, B.C.R.

RIM EL.: 10.31
WELL EL.: 9.81

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.

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

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

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

MATCHLINE- SEE SHEET 16

Certification of Authorization 6791

BOUNDARY SURVEY

MATCHLINE- SEE SHEET 11

SCALE	AS SHOWN	PROJECT NO.	13-5823.2	SHEET	12 of 22
DATE	06-24-13	CAD FILE			



Certificate of Authorization 6791

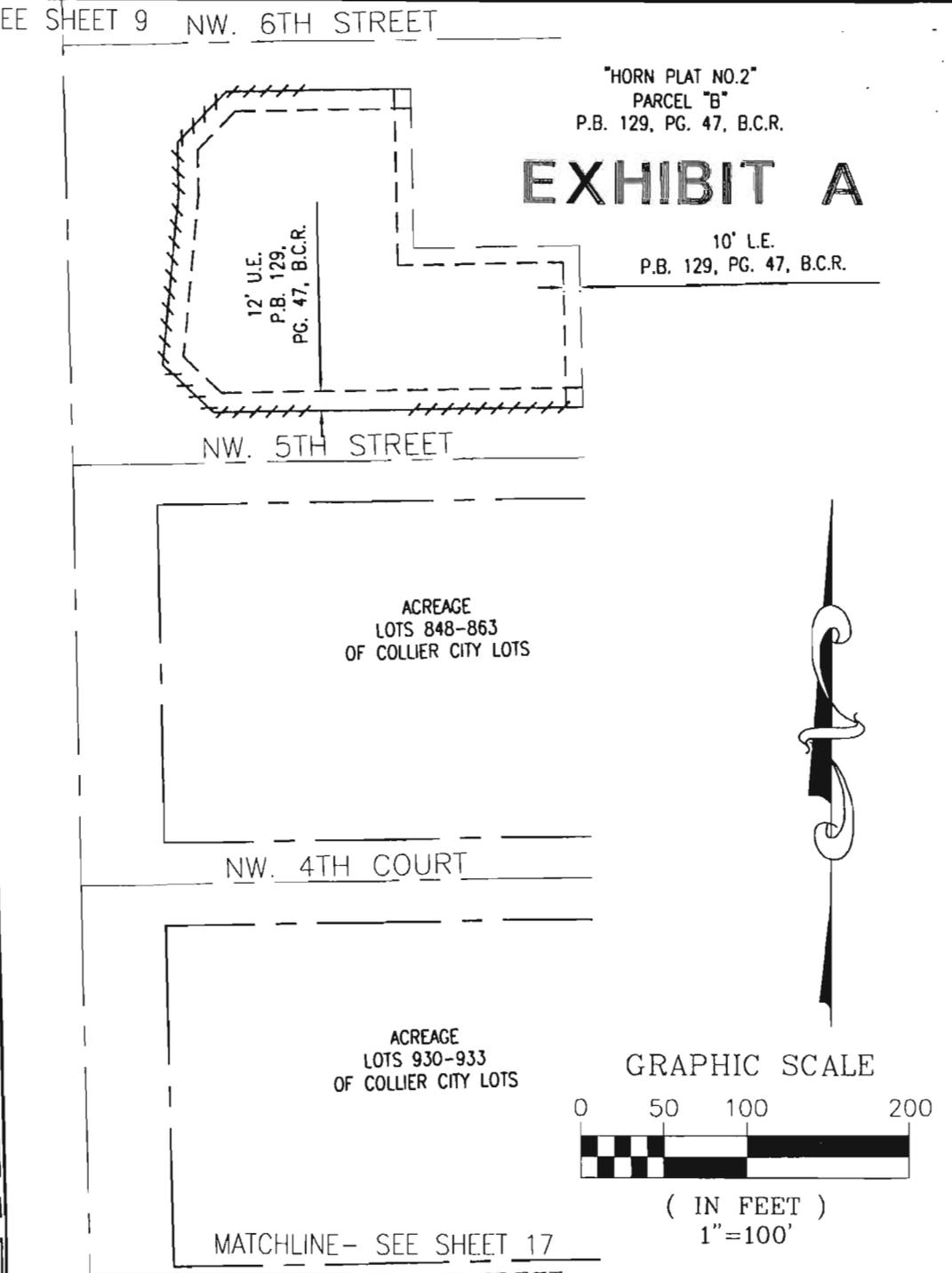
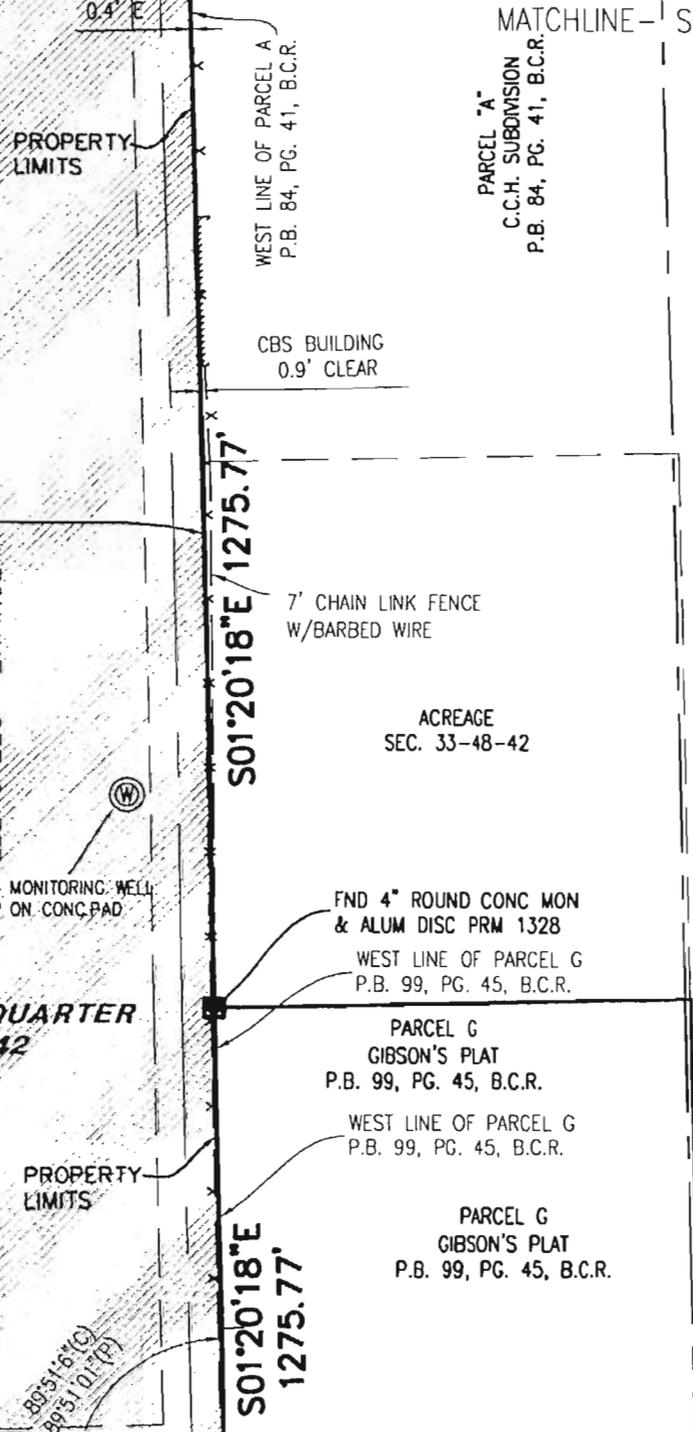
Boundary Survey

BOUNDARY SURVEY

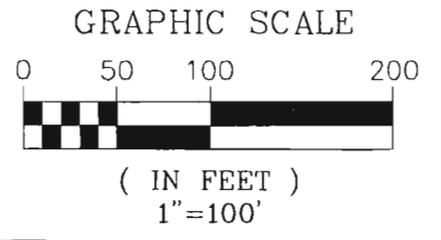
DATE	SCALE
06-24-13	AS SHOWN

CAD FILE	PROJECT NO.
	13-5823.2

SHEET
13 of 22

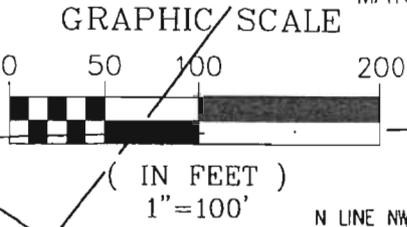


"HORN PLAT NO.2"
 PARCEL "B"
 P.B. 129, PG. 47, B.C.R.
EXHIBIT A
 10' L.E.
 P.B. 129, PG. 47, B.C.R.



MATCHLINE - SEE SHEET 10

EXHIBIT A



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

FND 1/2" IP
LB 2966

PROPERTY
LIMITS

WEST LINE OF PALM AIRE NORTH COURSE
ESTATES 4TH SECTION

WELL
HOUSE
NO. 2

COVERED

RIM EL. 12.45
WELL EL. 17.01

S37°13'57" W 273.27'

FND 1/2" IP
LB 2966

PROPERTY
LIMITS

15' LANDSCAPE EASEMENT
O.R.B. 13065, PG. 291, B.C.R.

WEST LINE OF TRACT A
P.B. 122, PG. 21, B.C.R.

S38°34'48" W 711.82'

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

MATCHLINE - SEE SHEET 15



Caldin, Simpson & Associates, Inc.
Surveyors
Certificate of Authorization 6791

BOUNDARY SURVEY

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

SHEET
14 of 22

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

150' R/W

150' R/W

EAST R/W LINE

RIM EL. 11.81
WELL EL. 11.40

PROPERTY
LIMITS

MATCHLINE - SEE SHEETS 18 & 19



California State Board of Professional Land Surveyors
 License No. 135823
 Certificate of Authorization 6791

EXHIBIT A

MATCHLINE - SEE SHEET 11

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

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

FND 1/2" IRC
 RLS 1580

PROPERTY
 LIMITS

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

EDGE OF
 WATER

LAKE EASEMENT
 O.R.B. 13521, PG. 283, &
 O.R.B. 13085, PG. 305, B.C.R

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

5' 5'

PROPERTY
 LIMITS

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

N30°51'09"E 405.20'

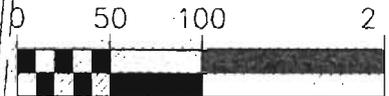
LAKE EASEMENT
 O.R.B. 13521, PG. 283, &
 O.R.B. 13085, PG. 305, B.C.R

FND 5/8" IRC
 CGA LB6791

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

MATCHLINE - SEE SHEET 16

GRAPHIC SCALE



(IN FEET)

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

1" = 100'

EDGE OF
 WATER

MATCHLINE - SEE SHEETS 19 & 20

RIM EL.: 13.52
 WELL EL.: 12.09

PROPERTY
 LIMITS

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

BOUNDARY SURVEY

MATCHLINE - SEE SHEET 14

SCALE	AS SHOWN
DATE	06-24-13

PROJECT NO.	13-5823.2
CAD FILE	

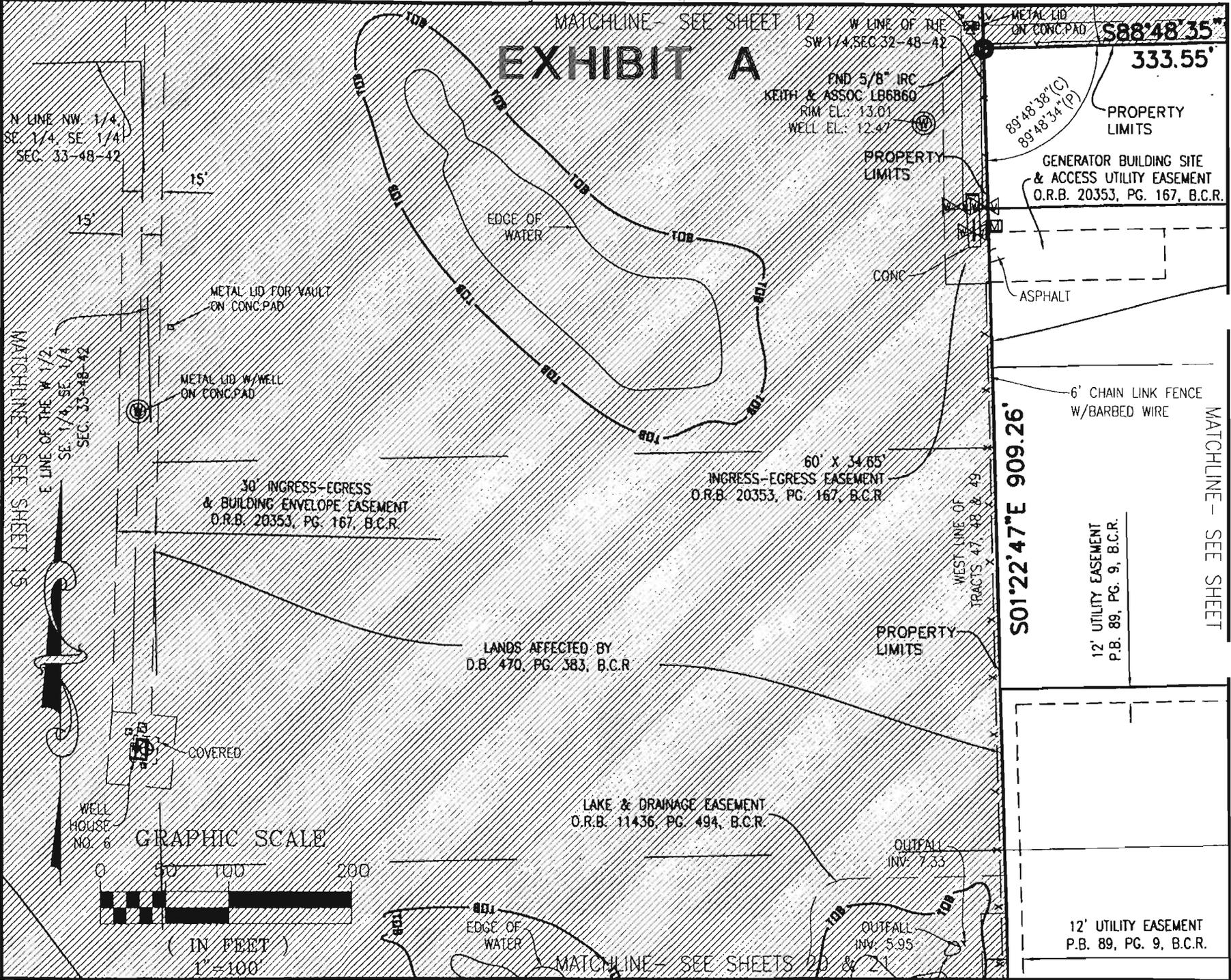
SHEET
 15 of 22



Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS
 1800 Blue Dove, Suite 600, Fort Lauderdale, Florida 33316
 Phone: 954.921.7781 Fax: 954.921.8807
 Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	AS SHOWN	PROJECT No.	13-5823.2	SHEET	16 of 22
DATE	06-24-13	CAD FILE			



GRAPHIC SCALE

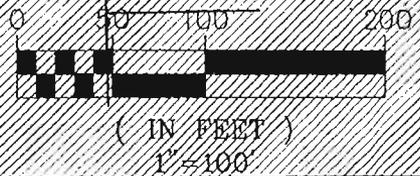


EXHIBIT A

MATCHLINE - SEE SHEET 12

W LINE OF THE SW 1/4 SEC. 32-48-42

FND 5/8" IRC KEITH & ASSOC LB6860 RIM EL.: 13.01 WELL EL.: 12.47

S88°48'35" 333.55'

GENERATOR BUILDING SITE & ACCESS UTILITY EASEMENT O.R.B. 20353, PG. 167, B.C.R.

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

60' X 34.85' INGRESS-EGRESS EASEMENT O.R.B. 20353, PG. 167, B.C.R.

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

LAKE & DRAINAGE EASEMENT O.R.B. 11436, PG. 494, B.C.R.

S01°22'47"E 909.26'

12' UTILITY EASEMENT P.B. 89, PG. 9, B.C.R.

12' UTILITY EASEMENT P.B. 89, PG. 9, B.C.R.

MATCHLINE - SEE SHEETS 20 & 21



Certificate of Authorization 6791
 Surveyor
 Nathan, Grandy & Associates, Inc.

BOUNDARY SURVEY

SCALE
 AS SHOWN
 DATE 06-24-13

PROJECT No
 13-5823.2
 CAD FILE

SHEET
 17 of 22

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

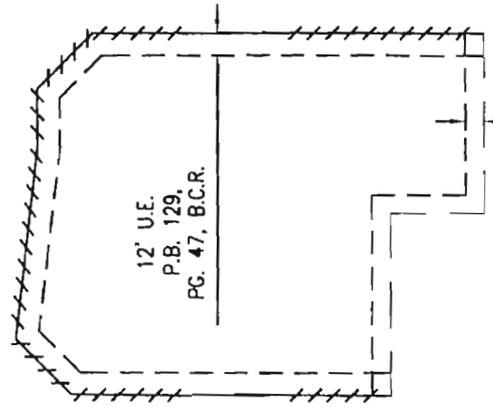
TRACT 1

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

TRACT 2

(R/W VARIES)
 NW. 31ST AVENUE

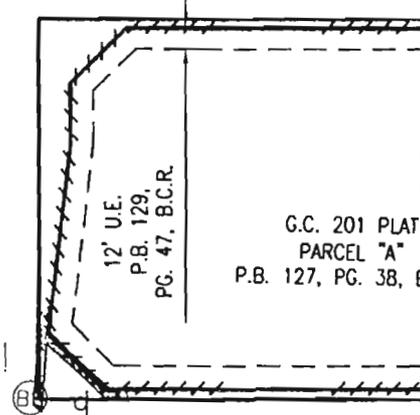
NW. 4TH STREET



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

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

NW. 3RD STREET

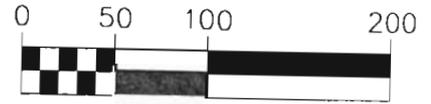


12' U.E.
 P.B. 129, PG. 47, B.C.R.
 G.C. 201 PLAT
 PARCEL "A"
 P.B. 127, PG. 38, B.C.R.

NW. 2ND STREET

EXHIBIT A

GRAPHIC SCALE



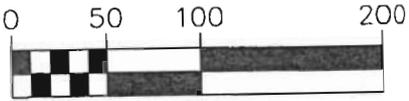
(IN FEET)
 1"=100'

2 WATER VALVES

MATCHLINE- SEE SHEETS 21 & 22

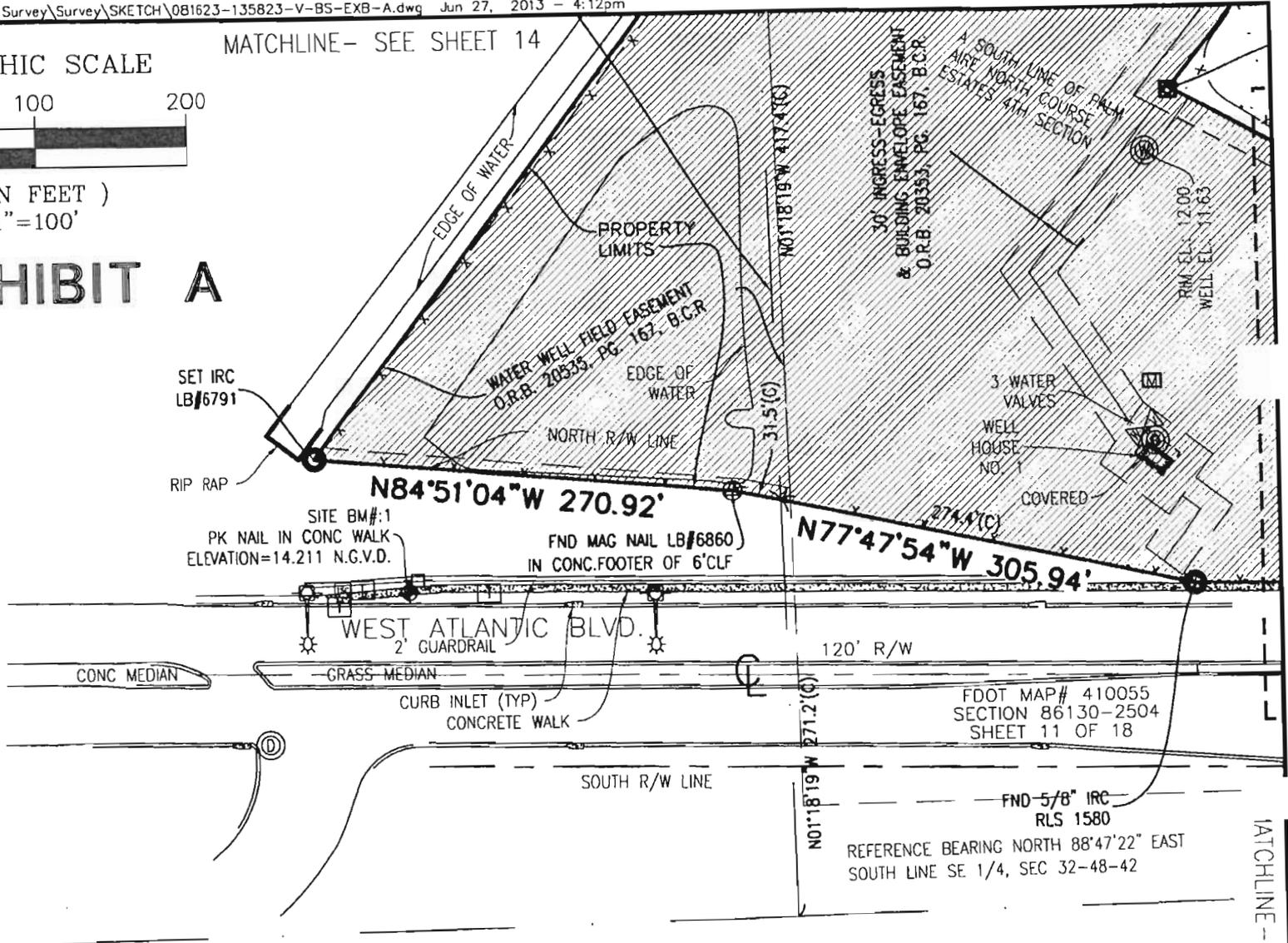
MATCHLINE - SEE SHEET 14

GRAPHIC SCALE



(IN FEET)
1" = 100'

EXHIBIT A



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS
1800 Pine Drive, Suite 600, Fort Lauderdale, Florida 33316
Phone: 954.921.7781 Fax: 954.921.3807
Certificate of Authorization 6791

BOUNDARY SURVEY

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

MATCHLINE - SEE SHEET 19



Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS
 1800 Pier Drive, Suite 600 Fort Lauderdale, Florida 33316
 Phone: 954.931.7781 Fax: 954.931.8901
 Certificate of Authorization 8791

BOUNDARY SURVEY

SCALE	AS SHOWN	PROJECT No.	13-5823.2	SHEET	19 of 22
DATE	06-24-13	CAD FILE			

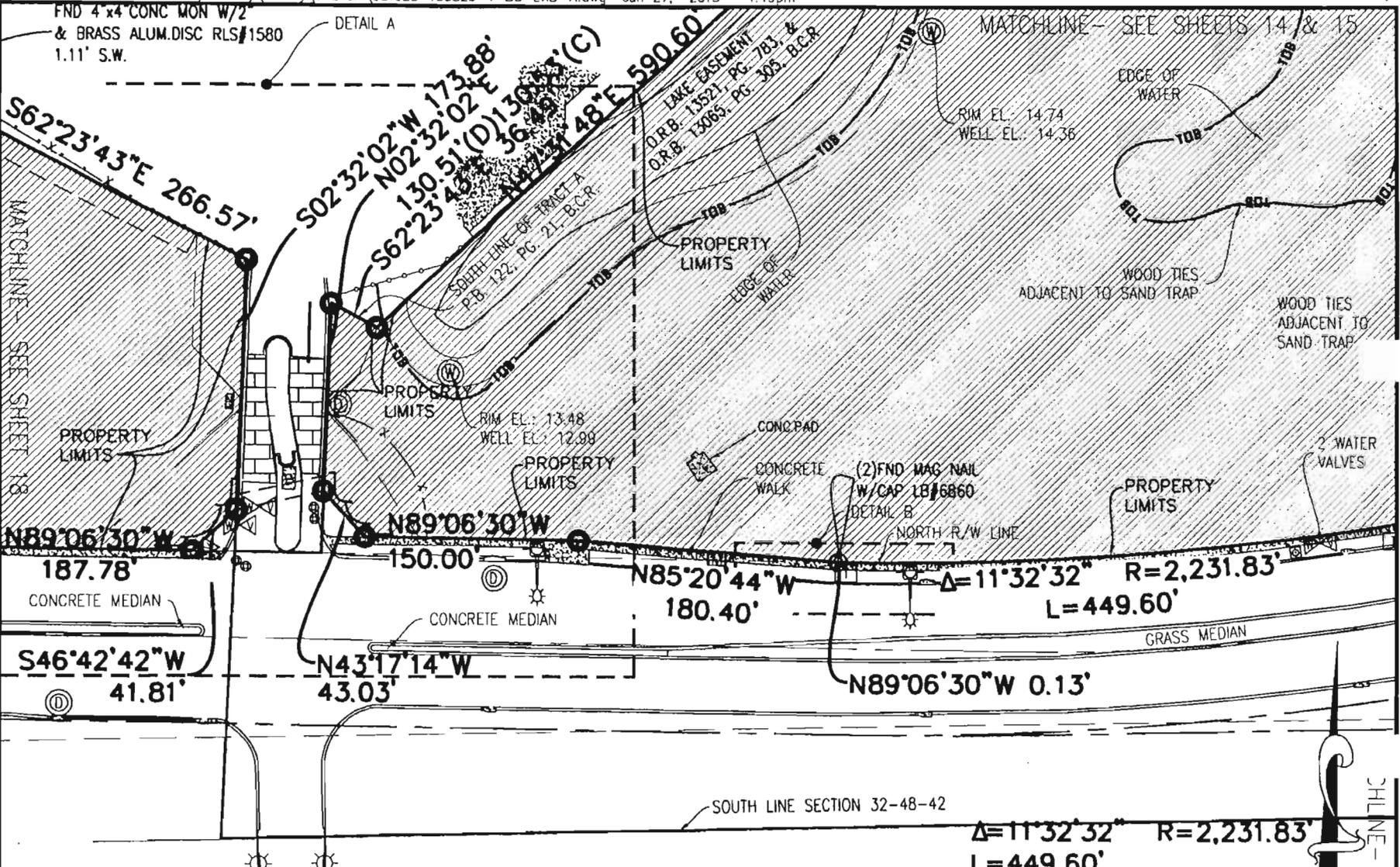
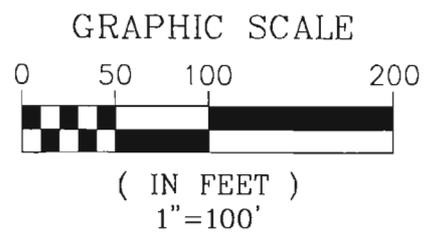


EXHIBIT A

Δ=11°32'32" R=2,231.83'
 L=449.60'



CHLINE - SEE SHEET 20



Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS
 1500 Deer Drive, Suite 600, Fort Lauderdale, Florida 33316
 Phone: 954.971.7781 Fax: 954.971.8802
 Certificate of Authorization 6791

BOUNDARY SURVEY

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

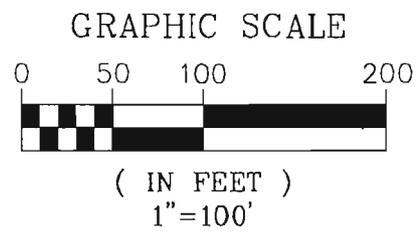
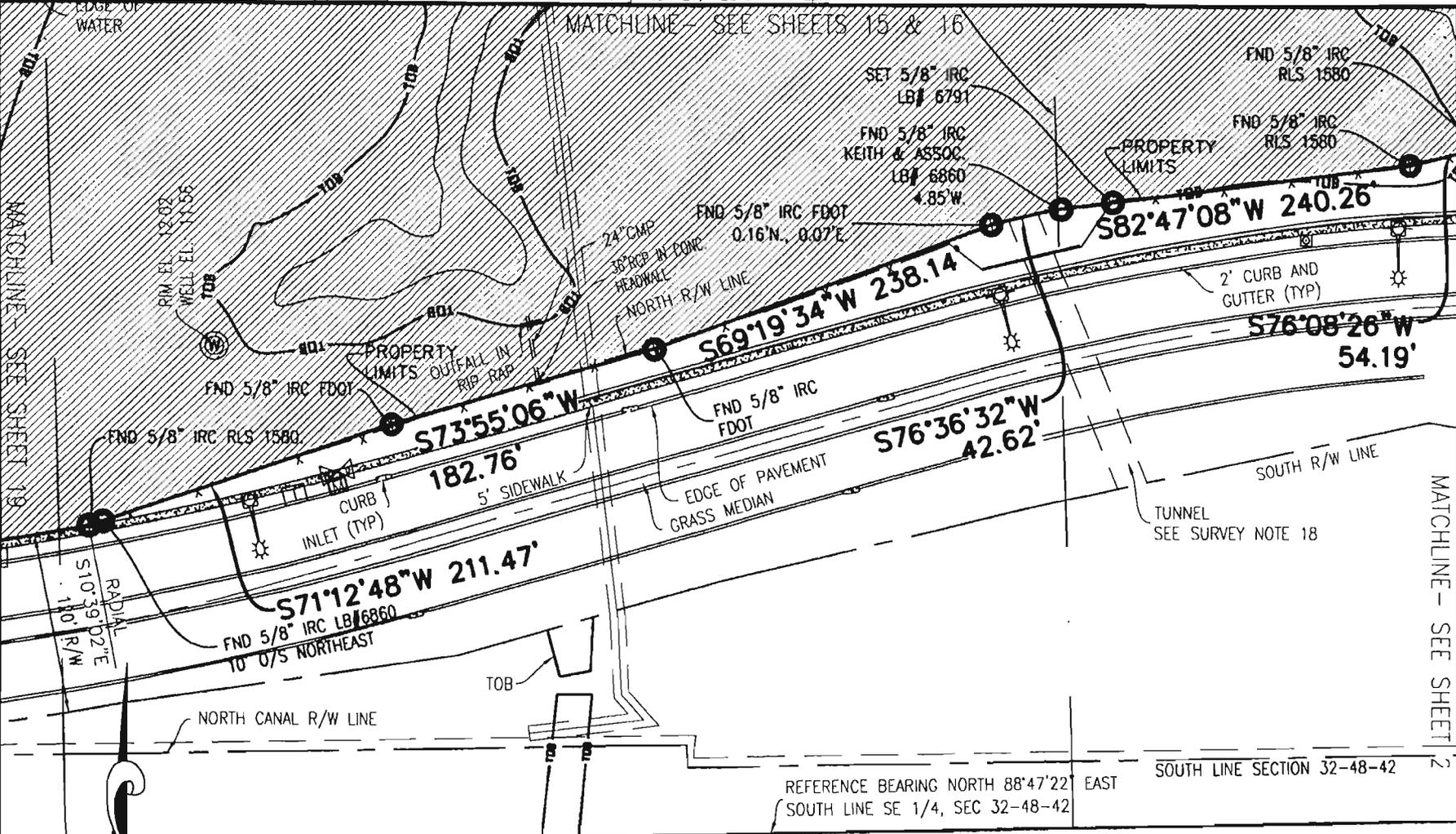


EXHIBIT A

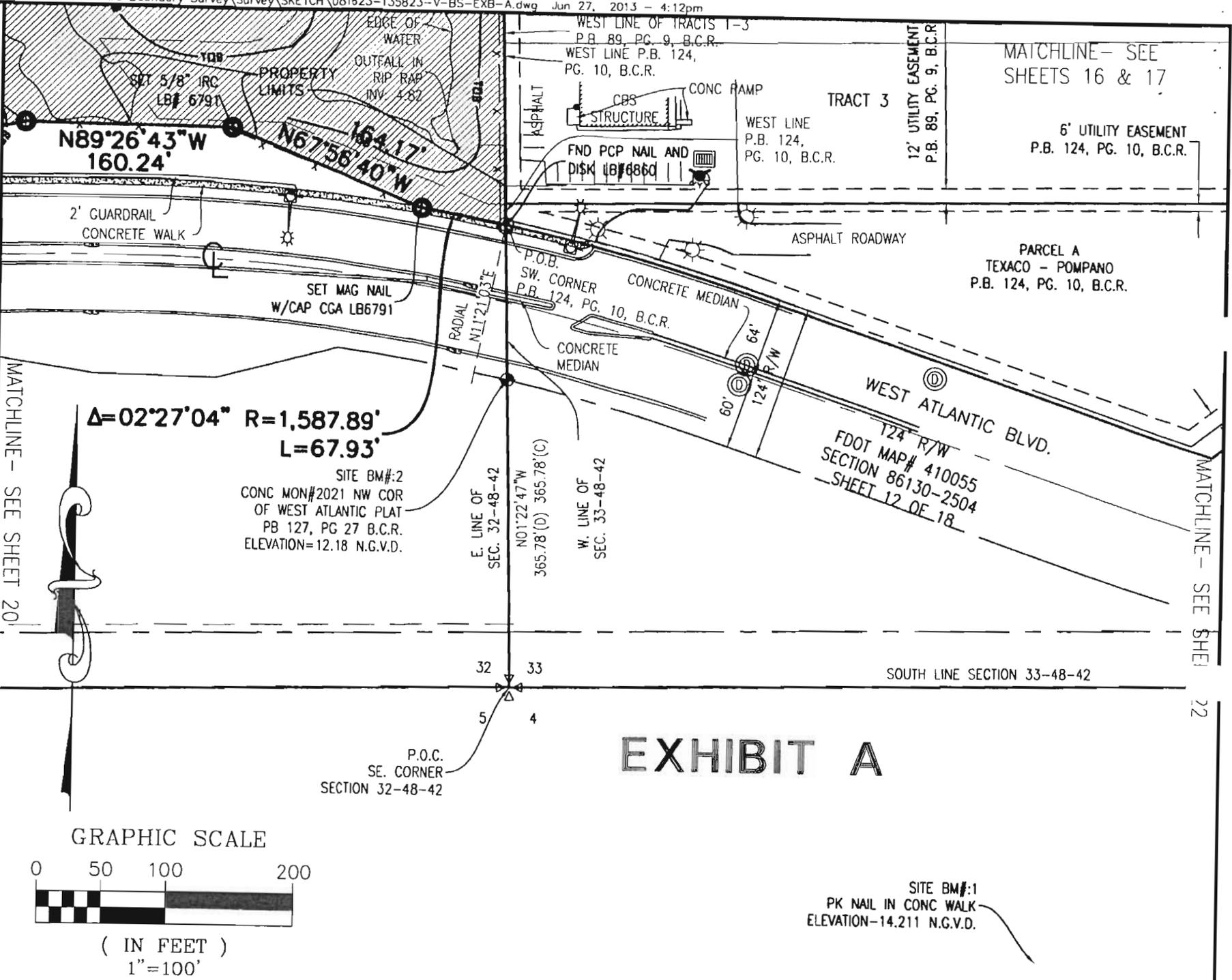
MATCHLINE - SEE SHEET 2



Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS
 1300 Elm Drive, Suite 600, Fort Lauderdale, Florida 33316
 Phone: 954.931.7781 Fax: 954.931.8807
 Certificate of Authorization 6791

BOUNDARY SURVEY

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	21 of 22
DATE	CAD FILE	
06-24-13		



ACREAGE
OF COLLIER CITY LOTS

MATCHLINE- SEE SHEET 17

EXHIBIT A

GRAPHIC SCALE



(IN FEET)
1" = 100'



B.A.
ENGINEERING & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION 6791

BOUNDARY SURVEY

MATCHLINE- SEE SHEET 21

12' UTILITY EASEMENT
P.B. 124, PG. 10, B.C.R.

GENCO CORNER
P.B. 162, PG. 31,
B.C.R.

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.

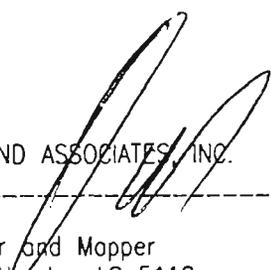
SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY FLORIDA AND CONTAINING 426,012 SQUARE FEET (9.78 ACRES) MORE OR LESS.

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. Laak
 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

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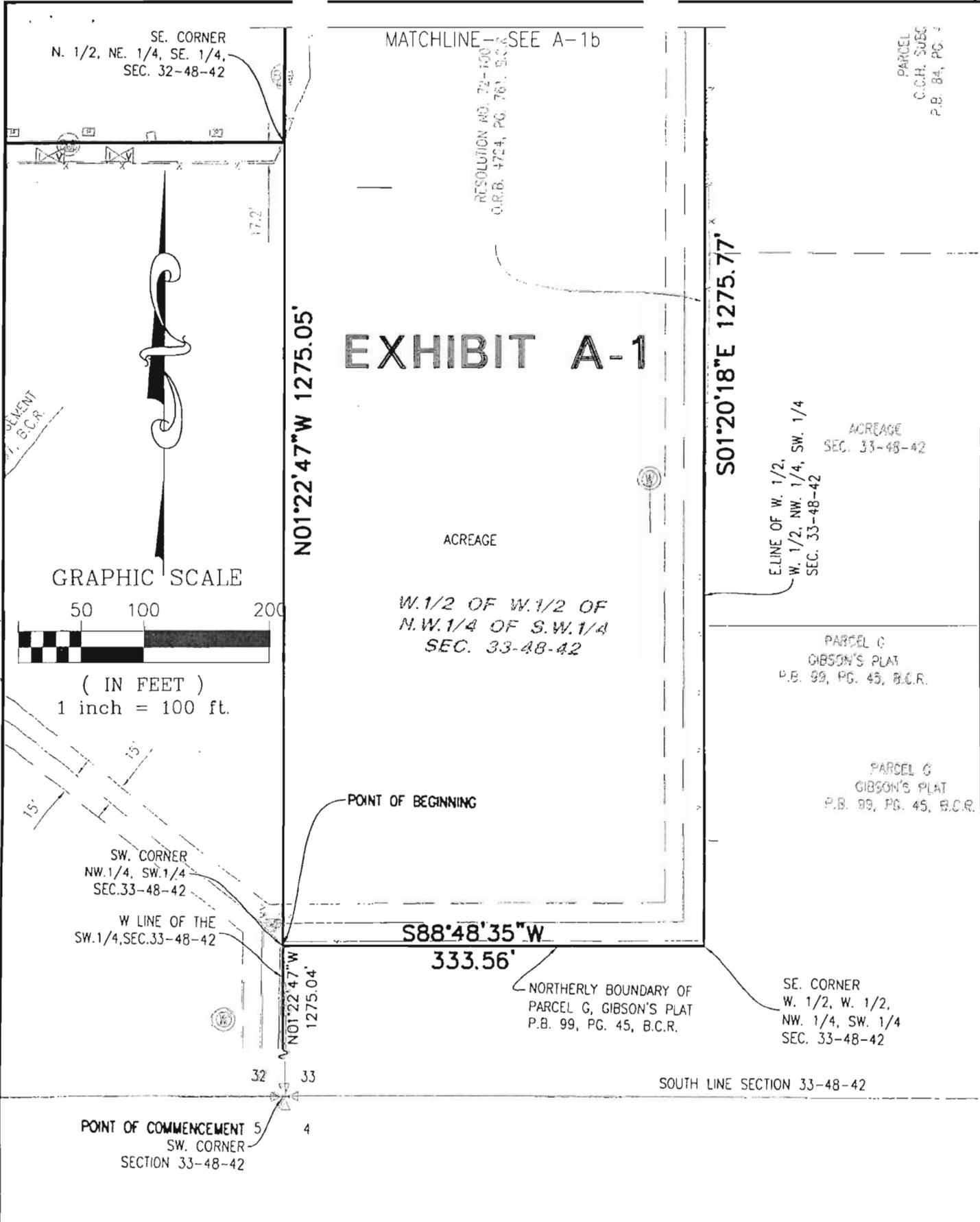


Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS
 1800 Eller Drive, Suite 600, Fort Lauderdale, Florida 33316
 Phone: 954.921.7781 Fax: 954.921.8807
 Certificate of Authorization 6791

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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MATCHLINE - SEE A-1b

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

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

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.

POINT OF BEGINNING

S88°48'35"W
333.56'

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

POINT OF COMMENCEMENT 5
SW. CORNER
SECTION 33-48-42



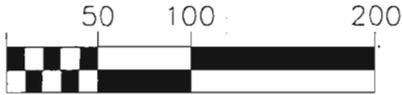
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SKETCH AND LEGAL DESCRIPTION

SCALE AS SHOWN	PROJECT No 13-5823.2	SHEET 2 of 3
DATE 06-24-13	CAD FILE	

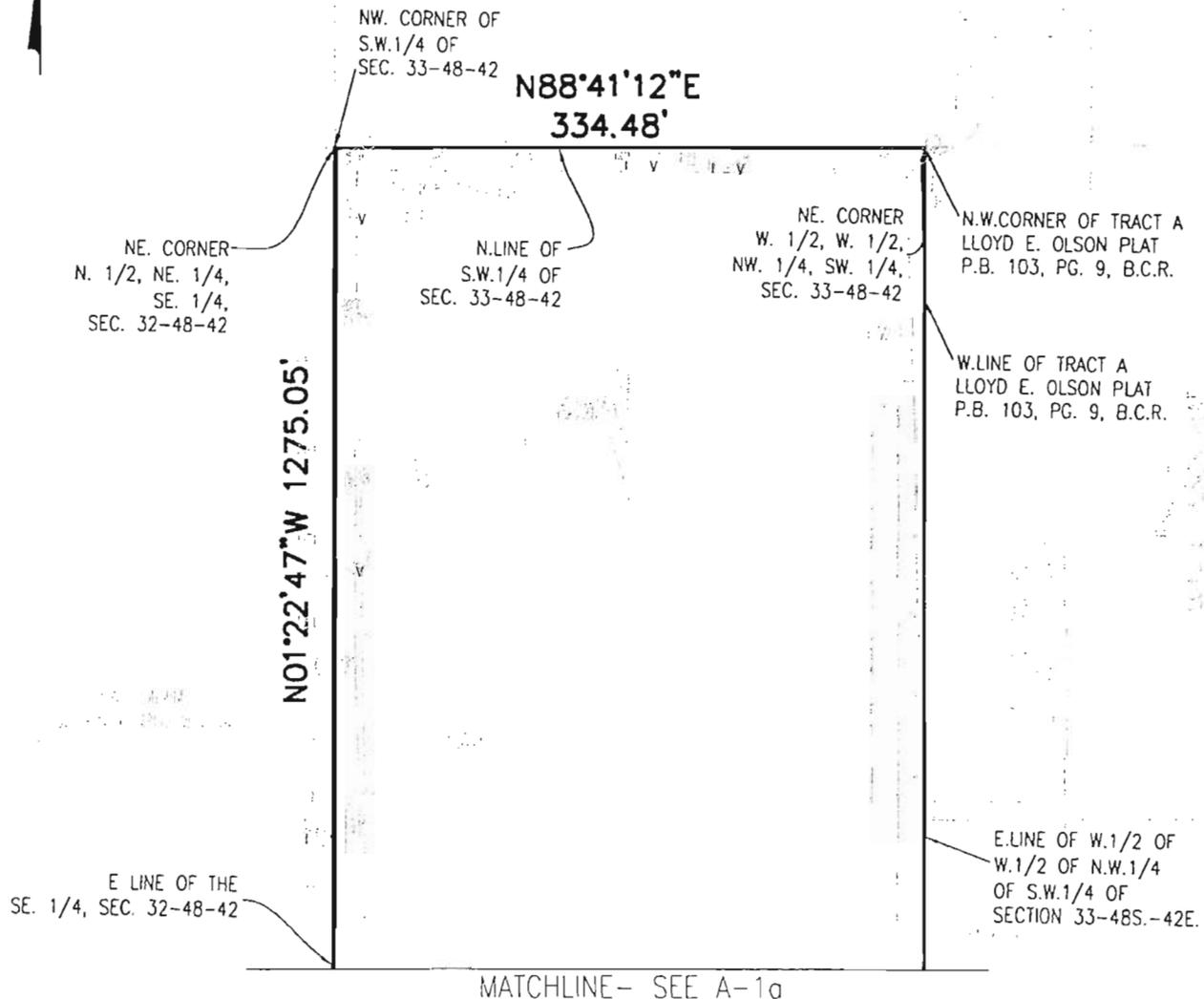
EXHIBIT A-1

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.



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SKETCH AND LEGAL DESCRIPTION

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

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 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 prepared by the undersigning surveyor as directed by the client.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: 06-23, 2013 6-28-2013

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

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	Calvin Giordano & Associates, Inc. Professional Surveyors and Mappers 1800 Oler Drive, Suite 600 Fort Lauderdale, Florida 33316 Certificate of Authorization 8791	SCALE AS SHOWN	PROJECT No. 13-5823.2	SHEET 1 of 2
	SKETCH AND LEGAL DESCRIPTION	DATE 06-24-13	CAD FILE	

EXHIBIT A-2

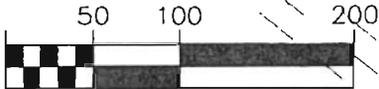
N.LINE OF
N. 1/2, NE. 1/4, SE. 1/4,
SEC. 32-48-42

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

S88°45'32"W
135.00'



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

NOT PLATTED

S01°22'47"E
637.41'

135.00'

N01°22'47"W 637.53

ACREAGE

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

E.LINE OF S.E.1/4 OF
SEC. 32-48-42

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

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

S88°48'35"W
333.56'

N88°48'35"E
135.00'

W LINE OF THE
SW.1/4, SEC.32-48-42

N01°22'47"W
1275.04'

POINT OF COMMENCEMENT 5
SE. CORNER
SECTION 32-48-42

32 33

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EXCEPTIONAL SOLUTIONS

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SKETCH AND LEGAL DESCRIPTION

SCALE
AS SHOWN

PROJECT No
13-5823.2

SHEET

DATE
06-24-13

CAD FILE

2 of 2

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;

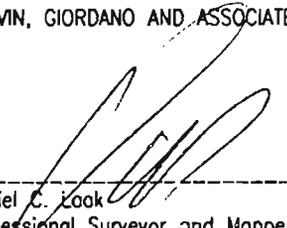
AND

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:

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 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. Look
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

P:\Projects\2013\135823 Palm Aire Boundary Survey\Survey\Legal Descriptions\LEGAL DESCRIPTION EXHIBIT B.dcx
Sheet 1 of 2 Sheets

LEGEND:

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R = RADIUS



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SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No	SHEET
AS SHOWN	13-5823.2	1 of 2
DATE	CAD FILE	
6-24-13		

EXHIBIT-B

ACREAGE
SEC. 33-48-42

ACREAGE
SOUTHWEST ONE-QUARTER
SEC. 33-48-42

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

NOT INCLUDED

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

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

W LINE OF THE
SW 1/4 SEC. 32-48-42

S88°48'35" W
135'

S01°22'47" E
127.50'

127.50'

E LINE
SEC. 32 TWN 48S
RGE 42E

W LINE
SEC. 33 TWN 48S
RGE 42E

333.55'(P)

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

AREA 171892 SF
(3.946 ACRES)

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

N88°48'35" E
588.73'

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

255.61'

212.51'

127.50'

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

170.38'

170.38'

90°05'00"(P)

89°52'31"(P)

89°51'01"(P)

89°48'34"(P)

90°12'11"(P)

89°52'45"(P)

NW. 31ST AVENUE R/W VARIES
78'
NW. 31ST AVENUE
75'



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

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Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION

SCALE

AS SHOWN

DATE

6-24-13

PROJECT No

13-5823.2

CAD FILE

SHEET

2 of 2

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:

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 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.
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Fort Lauderdale, Florida 33316

LEGEND:

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- R = RADIUS

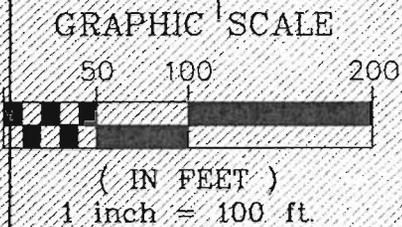


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Professional Surveyors and Mappers
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Certificate of Authorization 8791

SKETCH AND LEGAL DESCRIPTION

SCALE AS SHOWN	PROJECT No. 13-5823.2	SHEET 1 of 2
DATE 6-24-13	CAD FILE	

EXHIBIT C



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

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

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

INCREASE
N. 80 OF TRACT NO. 48 &
S. 87.38 OF TRACT NO. 48
OF COLLIER CITY LOTS
UNINCORPORATED

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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SKETCH AND LEGAL DESCRIPTION

SCALE	PROJECT No.	SHEET
AS SHOWN	13-5823.2	2 of 2
DATE	CAD FILE	
6-24-13		

EXHIBIT D

LEGAL DESCRIPTION: ROAD PARCEL

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°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°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°20'18" WEST 84.77 FEET; THENCE NORTH 88°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°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°00'00", AND AN ARC DISTANCE OF 39.27 FEET; 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 POINT OF BEGINNING.

SAID PROPERTY CONTAINING 27,397 SQUARE FEET MORE OR LESS OR 0.629 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THE SURVEYOR FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
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 (THIS IS NOT A SURVEY).
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE UNDERSIGNING SURVEYOR AS DIRECTED BY THE CLIENT.

LEGEND:

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BCR = BROWARD COUNTY RECORDS
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D = DELTA
R = RADIUS

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: 7-17-2013

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

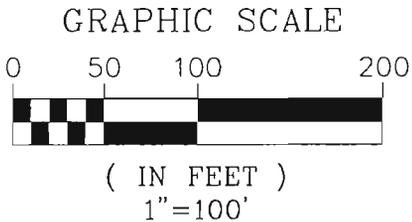


Calvin, Giordano & Associates, Inc.
Professional Surveyors and Mappers
135823 Palm Aire Boundary Survey
Certificate of Authorization 6781

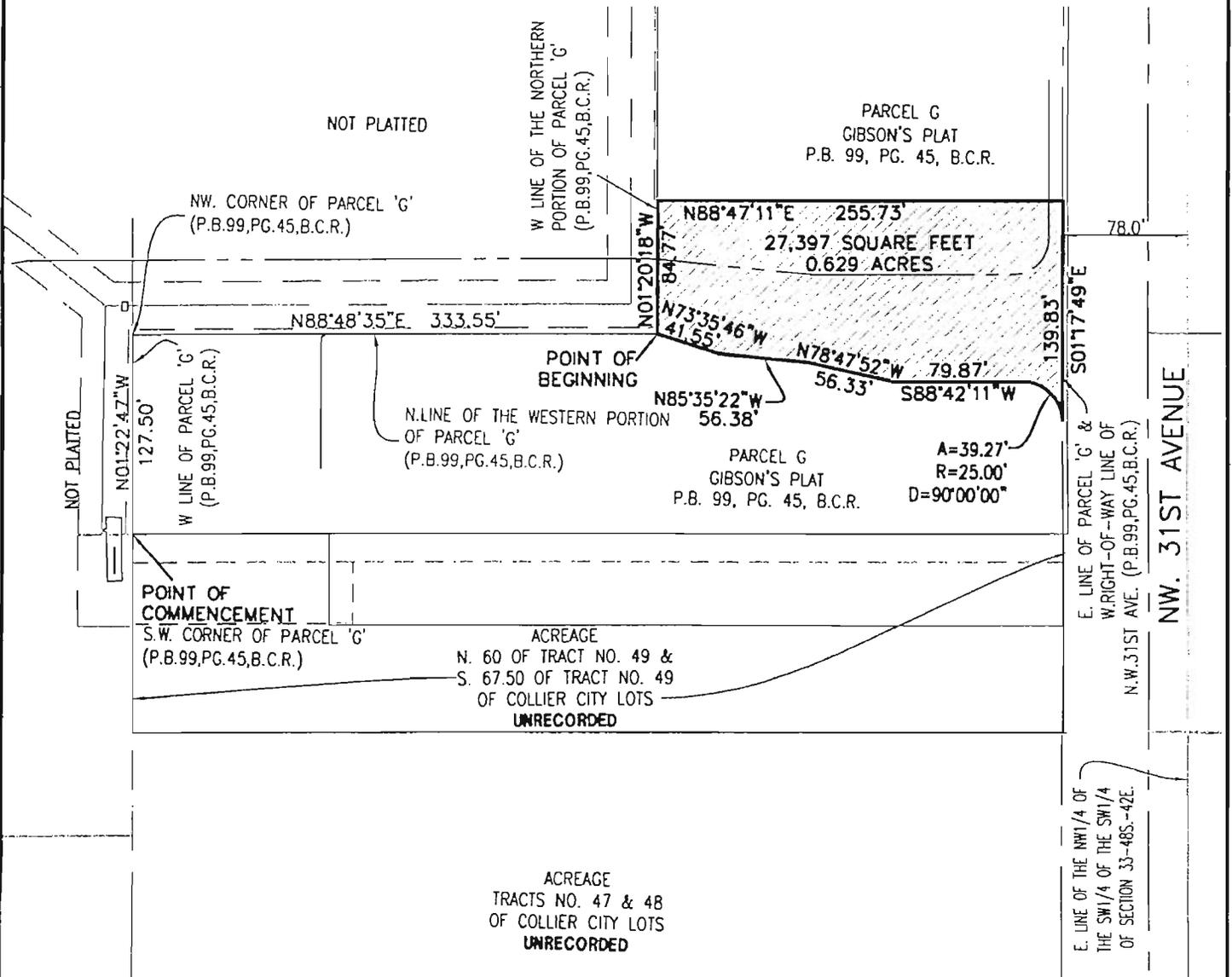
SKETCH AND LEGAL DESCRIPTION

SCALE N.T.S.	PROJECT No 13-5823.2	SHEET 1 of 2
DATE 07-17-13	CAD FILE	

EXHIBIT D



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Calvin, Giordano & Associates, Inc.
EXPERIENCED SURVEYORS
REGISTERED PROFESSIONAL SURVEYORS
FLORIDA REG. NO. 11000
11000
11000
Certificate of Authorization 6791

SKETCH AND LEGAL DESCRIPTION

SCALE AS SHOWN	PROJECT No 13-5823.2	SHEET 2 of 2
DATE 07-17-13	CAD FILE	

