

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

Palm-Aire Country Club
Condominium Association No. 8, Inc.,
Samuel Switzenbaum, and
Christian Panagakos,

Plaintiffs,

v.

City of Pompano Beach, Florida,

Defendant.

_____ /

COMPLAINT FOR DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF

Plaintiffs Palm-Aire Country Club Condominium Association No. 8, Inc., Samuel Switzenbaum, and Christian Panagakos (collectively, "Plaintiffs"), by their undersigned counsel, file their Complaint against the City of Pompano Beach, Florida ("Defendant"), and allege as follows:

A. Jurisdiction and Venue

1. This Court has jurisdiction over this matter as it is the appropriate venue for interpreting private covenants and resolving conflicts between municipal ordinances and legally binding agreements affecting land use.

2. Specifically, this action arises under Fla. Stat. § 86.011, providing for declaratory judgments on the enforceability of covenants and agreements, and Fla. Stat. § 26.012, which grants jurisdiction to circuit courts in cases involving declaratory relief.

3. Venue is proper in this Court because the property in dispute is located within the Palm Aire community, situated in Pompano Beach, Broward County, Florida.

B. Introduction

4. This case centers on a longstanding, legally binding cap on the maximum number of units in Palm Aire, enforced through the Stipulation, Settlement and Master Plan Agreement for Palm Aire “(MSA”), explicitly defined as “covenants running with the land” and incorporated into the City of Pompano Beach's Comprehensive Plan and Land Use Map (“Comprehensive Plan”).¹

5. This case presents a critical opportunity to reaffirm the enforceability of covenants running with the land, safeguard public reliance on recorded agreements such as the MSA, and uphold long-established land-use planning principles against improper flex allocations that threaten community integrity. The Plaintiffs, two homeowners and a condominium association within Palm Aire, seek a declaratory judgment confirming that the MSA’s and Comprehensive Plan’s cap of 10,631 units—including specific allocations across Palm Aire—is binding and cannot be overridden by municipal flex ordinances.

6. **Unit Allocation:** The MSA and Comprehensive Plan mandate specific allocations of these 10,631 units across distinct areas within Palm Aire, preventing any unilateral increase in density without renegotiation and amendment.

7. **Public Recording and Land Use Map Integration:** The MSA and Comprehensive Plan are included and noted in the City’s 2022 Land Use Map as the maximum unit cap within the "dashed line" Palm Aire area.²

8. The Plaintiffs and their applicable constituents purchased their Palm Aire properties in reliance on the enforceability of the MSA and its 10,631-unit cap, which serves as a fundamental

¹ Attached as Exhibit 1 is the Master Settlement Agreement.

² Attached as Exhibit 2 is the most recently approved City of Pompano Beach Land use Map, specifically designating “the maximum total number of units permitted within the dashed line” area of Palm Aire.

safeguard for property values, community character, open green space and the integrity of the Palm Aire development plan

C. Parties

9. Two of the Plaintiffs are homeowners within the Palm Aire community, each owning property subject to the restrictions and covenants imposed by the MSA and Comprehensive Plan. Their interests are directly affected by the City's recent flex unit allocations, which violate the established cap and threaten the integrity of the community.

10. The Association is a homeowners association comprised of 115 individual units within the Palm Aire community, which own property subject to the restrictions and covenants imposed by the MSA and Comprehensive Plan. Its interests are directly affected by the City's recent flex unit allocations, which violate the established cap and threaten the integrity of the community.

11. Defendant, the City of Pompano Beach, Florida, is a municipality responsible for zoning, land-use enforcement, and ensuring compliance with the MSA as incorporated into the Comprehensive Plan within its jurisdiction.

12. The City's ongoing actions, including approvals based on flex unit allocations, conflict with the legally binding and more restrictive density allocations and capacities set by the MSA and Comprehensive Plan, and threaten the Plaintiffs' property rights.

13. The Plaintiffs seek to affirm that private covenants and agreements established in the MSA and Comprehensive Plan—which exist as covenants running with the land—remain binding and that flex allocations by the City cannot undermine these legal covenants.

D. Background of the Master Settlement Agreement

14. The MSA was executed on July 25, 1985, between the City of Pompano Beach and

FPA, Inc. establishing a strict density cap of 10,631 units for the Palm Aire community. This cap was also incorporated as a "dashed line" designation on the City's Comprehensive Plan.

15. The MSA provides for specific unit allocations across designated sections within Palm Aire, preventing any unplanned or unilateral increase in density. Paragraph 9 of the MSA makes these covenants run with the land, binding all successors and assigns.

16. The MSA's density cap is incorporated into the City's Comprehensive Plan and reflected on the Land Use Map—updated most recently on September 21, 2022—underscoring that the cap governs the entire Palm Aire community as a legally binding limitation.

17. In 2010, an amendment to the MSA, the Declaration of Restrictive Covenants reallocated approximately 900 units north of Atlantic Blvd while maintaining the overall 10,631-unit cap. The reallocation was conditioned upon the execution of an Open Space Restriction Agreement (OSRA), restricting development on golf course lands within Palm Aire to golf course-related structures or open space only.³

18. The MSA's cap and allocations were recorded as covenants running with the land, benefiting and protecting all current and future property owners by ensuring sustainable community growth, with adequate infrastructure for its' residents, and preserving scarce green space.

19. Moreover, the MSA and its amendments are explicitly included as a title exception in the deed to Clublink, the current owner of the golf course properties within Palm Aire. This

³ Attached as Exhibit 3 is the 2010 Declaration of Restrictive Covenants reallocating approximately 900 units under the MSA, and including the proposed Open Space Restriction Agreement (OSRA) as an additional restriction related to such reallocation.

inclusion underscores the binding nature of the MSA and its covenants on Clublink as a successor-in-interest to the original parties of the agreement.⁴

E. The City's Flex Ordinances and Recent Approvals in Palm Aire

20. Despite the legal constraints imposed by the Master Settlement Agreement and its incorporation into the Comprehensive Plan, City Attorney Mark E. Berman provided written legal approval for a proposed resolution allocating a maximum of 58 flex units for Usman Palmaire LLC, finding "same to be acceptable as to legal form and content" with no analysis or legal justification whatsoever.⁵ Attorney Berman's unsupported approval occurred notwithstanding the explicit limitations outlined in the MSA, which the City Attorney's office was fully aware of as a binding covenant running with the land at the time of such approval.

21. In 2022, City Attorney Mark Berman again approved the addition of 99 flex units for a project at 2606 N. Palm Aire, in direct contradiction with the widely acknowledged and accepted density cap established in the MSA and Comprehensive Plan.⁶

22. Currently pending before the City is now yet another application for flex units for The Oaks At Palm Aire project, a proposed 216 rental unit project in the heart of Palm Aire. Development review records again acknowledge that Palm Aire's cap is "out of units, "but that flex units can be applied to permit additional residential development" in excess of the cap set forth in the MSA and Comprehensive Plan.⁷

⁴ Attached as Exhibit 4 is the Special Warranty Deed related to Clublink US Corporation, current owner of Palm Aire's three remaining golf courses.

⁵ Attached as Exhibit 5 is City Attorney Mark Berman's 2019 approval letter.

⁶ Attached as Exhibit 6 is the DRC Submission, which approves the use of flex units to exceed the Cap.

⁷ Attached as Exhibit 7 is the DRC Submission, which approves the use of flex units to exceed the Cap.

23. The City has attempted to justify these actions by claiming that zoning allowances permit the use of flex allocations, thereby overriding the MSA's and the Comprehensive Plan covenants. However, the MSA and Comprehensive Plan, as well as public policy, do not support such a reading, and private land-use agreements are not superseded by general zoning ordinances.

F. The MSA and Comprehensive Plan are Covenants Running With the Land

24. Under Florida law, covenants running with the land bind not only the original parties but also successors in interest, including current homeowners and associations within Palm Aire. The MSA's 10,631-unit cap is such a covenant.

25. Pursuant to Fla. Stat. § 163.3194(1)(a), all actions by the City must be consistent with the Comprehensive Plan. The Comprehensive Plan incorporates the MSA's 10,631-unit cap, making the City's reliance on flex allocations to exceed this cap incompatible with the governing legal framework. Under subsection (1)(b), when inconsistencies arise, the Comprehensive Plan governs, ensuring that restrictive covenants like the MSA prevail over general land development regulations. This Complaint does not challenge any development orders but instead seeks declaratory relief affirming that flex allocations cannot override the binding covenants established in the MSA.

26. Moreover, the City's municipal code, Section 155.1301, establishes that in cases of conflict, the more restrictive provision governs. Here, the MSA's unit cap is the more restrictive provision, and as a recorded covenant running with the land, it takes precedence over general flex ordinances or zoning policies. Furthermore, § 155.1301(C) explicitly states that the City's ordinances do not annul or interfere with private covenants, further underscoring the enforceability of the MSA's restrictions.

27. Florida courts recognize that public policy supports the enforcement of restrictive

covenants that benefit the broader community, particularly when such covenants prevent arbitrary development and maintain consistency in land use.

28. The MSA's long-standing restrictive covenants directly serve these public policy objectives by protecting community integrity, ensuring infrastructure capacity, preserving scarce green space, and promoting sustainable growth.

29. The City Attorney's approval of flex unit applications inconsistent with the MSA's restrictions underscores the City's disregard for its obligations to uphold legally binding agreements and protect public reliance on established land-use restrictions

Count 1
(Declaratory Relief)

30. Plaintiffs repeat the above general allegations.

31. Plaintiffs request a declaratory judgment confirming that flex unit allocations cannot override the density cap established by the MSA Comprehensive Plan, and that the cap is binding upon the City and subsequent landowners.

32. Declaratory relief is the appropriate remedy to resolve legal disputes.

33. Declaratory relief is appropriate when legal obligations are unclear, and immediate clarification is necessary to prevent harm.

34. The MSA and Comprehensive Plan's cap of 10,631 units are binding covenants running with the land, incorporated into the Comprehensive Plan and Land Use Map of the City of Pompano Beach.

35. The explicit inclusion of the MSA and its amendments as title exceptions in Clublink's deed further demonstrates the binding nature of the 10,631-unit cap on all parties, including successors-in-interest. Any attempt by the City to authorize actions inconsistent with the MSA disregards these clear legal obligations.

36. The City's recent approvals of additional units based on flex allocations constitute an improper and legally unsound attempt to override these longstanding covenants.

37. These actions not only disregard the MSA's legally binding restrictions but also undermine the rights of Palm Aire homeowners, who rely on these protections to preserve the community's character, infrastructure capacity, and property values.

38. The City has approved the use of Flex Units to override the MSA and Comprehensive Plan.

39. As a result, there is a bona fide and actual present need for a declaration.

40. There are present and ascertainable state of facts and present controversy as to the facts.

41. The Plaintiffs have powers and privileges which are dependent upon the facts and the law applicable to the facts.

42. The Plaintiffs have an actual present, adverse and antagonistic interest in the subject matter of the requested declaration.

43. The adverse parties are before the court by proper process.

44. The relief sought is not merely the giving of legal advice as the issue is ripe for adjudication.

45. Given the clear language of the MSA and the integration of the cap into the Comprehensive Plan, and the principles of public policy supporting consistent and predictable land use, Plaintiffs request that this Court issue declaratory relief confirming that the MSA's and Comprehensive Plan's unit cap is enforceable and not subject to override by the City's flex ordinances.

46. The City’s responsibility to address affordable housing needs does not provide a legal basis to override restrictive covenants that run with the land and were designed to preserve community integrity, protect infrastructure capacity, environmental balance, and the reasonable expectations of Palm Aire’s residents. Enforcing these covenants is consistent with public policy and critical to the long-term stability of planned communities like Palm Aire.⁸

47. Declaratory relief is necessary to uphold the integrity of both private covenants and municipal planning, ensuring that binding agreements on land use are respected and that the Palm Aire community is protected from overdevelopment.

WHEREFORE, Plaintiffs respectfully request that this Court:

a. **Declaratory Judgment:** Enter a declaratory judgment confirming that the MSA and the Comprehensive Plan and the 10,631-unit cap, including the specific allocations across Palm Aire, are legally binding covenants running with the land and enforceable against the City.

b. **Injunctive Relief:** Issue a permanent injunction prohibiting the City from approving or permitting any development within Palm Aire that would exceed the 10,631-unit cap, thereby enforcing compliance with the MSA and Comprehensive Plan.

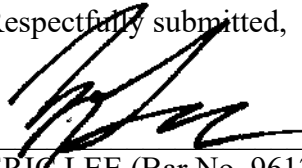
c. **Preemptive Declaration on Flex Units:** Declare that the allocation of flex units in a manner that exceeds the 10,631-unit cap is a violation of the MSA and Comprehensive Plan, ensuring future actions comply with the established density limitations.

d. **Other Relief:** Grant Plaintiffs such other relief as this Court deems just and proper.

⁸ The recent approval of a 4,000-unit project adjacent to Palm Aire (“The Pomp”) illustrates the broader strain on infrastructure, schools, and traffic, underscoring the importance of adhering to the MSA as a safeguard for balanced growth, remaining green space, and livability.

Dated: November 14, 2024

Respectfully submitted,



ERIC LEE (Bar No. 961299)

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Lee & Amtzis, P.L.

5550 Glades Rd., Suite 401

Boca Raton, FL 33431

Telephone: (561) 981-9988

Attorneys for Plaintiffs

Palm-Aire Country Club

Condominium Association No. 8, Inc.,

Samuel Switzenbaum, and

Christian Panagakos

EXHIBIT 1

**STIPULATION, SETTLEMENT and
MASTER PLAN AGREEMENT
FOR PALM-AIRE**

In consideration of the mutual promises herein contained and in order to resolve and settle all pending litigation between the parties as is more particularly described in Exhibit "A" attached hereto, the City of Pompano Beach, a municipal corporation of the State of Florida, ("City") and FPA Corporation, a Delaware corporation authorized to do business in the State of Florida, ("FPA"), its successors and assigns, agree as follows:

Section 1. Preamble and Intent of the Parties.

- 1.1 Palm-Aire is a residential and recreation development consisting of approximately 1,750 acres located within the City of Pompano Beach, Florida, as more particularly described on the Pompano Beach Land Use Plan Map as being circumscribed with dotted lines with a maximum density of 7 dwelling units per acre. FPA is the developer of Palm-Aire.
- 1.2 The maximum number of residential dwelling units permitted to be developed within Palm-Aire under the Broward County Land Use Plan and the City of Pompano Beach Land Use Plan is 10,631.
- 1.3 The City and FPA wish to enter into a Master Plan agreement to distribute the land uses and residential dwelling units within Palm-Aire in accordance with the requirements of the Broward County Land Use Plan, the Pompano Beach Land Use Plan and the requirements of the City's Zoning Code.

Section 2. Approval of Master Plan and Distribution of Dwelling Units.

FPA and the City agree that distribution of land uses within Palm-Aire shall be as provided in the "Palm-Aire Master Plan" attached as Exhibit "B". FPA and the City further agree that the distribution of dwelling units within Palm-Aire shall be as provided in the "Palm-Aire Unit Summary" attached as Exhibit "C", except as provided in Section 7 below. The City Planning Department shall verify the unit count contained in Exhibit "C" and any discrepancy shall be corrected.

Section 3. Update of Traffic Study. FPA agrees that within ninety (90)

days of the execution of this Agreement, that FPA will provide the City with an update of the Palm-Aire Traffic Study performed by Kimley-Horne & Associates. FPA further agrees that it will provide the City with an update

Return to: Richard G. Coker, Jr., Esq.
1107 S.E. 4 Ave.
Ft. Lauderdale, FL 33316

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of this traffic study on an annual basis to be performed by an independent traffic engineer acceptable to the City beginning one year from the date of this Agreement and ending when the last site plan completing all development within Palm-Aire has been approved by the City.

Section 4. Transportation Improvements within Palm-Aire. FPA and the City recognize that future development within Palm-Aire may result in the need for additional transportation improvements within Palm-Aire. FPA recognizes that, as the developer of Palm-Aire, FPA is responsible for the development of an internal transportation system sufficient to accommodate all growth within Palm-Aire regardless of the ultimate ownership of the individual parcels within Palm-Aire. Accordingly, FPA agrees to be responsible for the installation of all transportation related improvements indicated to be needed by the Palm-Aire traffic study as updated as provided in Section 3 above, or as determined to be needed by mutual agreement between FPA and the City.

Section 5. Drainage Plan. The City recognizes that FPA has planned and arranged the recreational land within Palm-Aire in such a manner as to provide for the drainage requirements of the residential land and the arrangement of these drainage facilities is unique to Palm-Aire. Accordingly, in recognition of the drainage plan for Palm-Aire, the City agrees that a proper use of the golf courses within Palm-Aire is for the drainage and retention requirements of the residential areas and that this use is consistent with and does not alter the primary recreational use of the golf course and that the utilization of the golf course in this manner is consistent with the requirements of the RZ-1 zoning district, subject, however, to the review and approval by the Planning and Zoning Board of all new drainage facilities except those drainage facilities associated with the development of Palm-Aire North Course Estates Section 4.

Section 6. Zoning Districts. All undeveloped residential property within Palm-Aire shall be developed consistent with the City's existing RC-1 zoning district unless application is made by FPA for a rezoning to another zoning district, and said application is approved by the City. Notwithstanding the above, the residential density within Palm-Aire shall be controlled by the effective land use plan and this Agreement. The City agrees that all existing densities within Palm-Aire were developed in conformance with the City's Land Use Plan and land development regulations in existence at the time of said development and are consistent with all applicable zoning and

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land development regulations, and, FPA agrees that the City may rezone developed areas within Palm-Aire to more closely reflect the existing uses and densities.

Section 7. Allocation and Reallocation of Remaining Units.

7.1 As Exhibit "C" indicates, there are 326 permitted dwelling units that are unallocated to a specific parcel within Palm-Aire. The parties agree that the remaining unallocated dwelling units may be utilized by FPA to increase the density on any residential parcel which is subject to this Agreement over and above the density otherwise provided for in this Agreement, subject to the approval by the City of a site plan which includes the increased density and subject to the payment of any additional impact fees that may be required by Broward County.

7.2 The parties further agree that if FPA constructs less than the number of units permitted on any parcel as depicted on Exhibit "C", the unbuilt dwelling units shall be added to the number of remaining dwelling units provided for in 7.1 above, and shall be allocated as provided in Section 7.1 above.

7.3 It is acknowledged that City approval is a condition precedent to any change in land use density from those densities provided in Exhibit "C".

Section 8. Agreement as Order of the Court. The parties agree to submit to the appropriate courts, this Stipulation, Settlement and Master Plan Agreement for approval and adoption into a final order which shall be binding and enforceable as against the parties.

Section 9. Recordation. This Agreement shall be recorded in the Public Records of Broward County, Florida and the terms of this Agreement shall be a covenant running with the land, and shall be binding as to all successors in interest to FPA.

Vernadette Davis
Sharon Rucker

CITY OF POMPANO BEACH

By: [Signature]

Mayor

By: [Signature]

City Manager

Attest: [Signature]

City Clerk

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STATE OF FLORIDA)

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared E. PAT LARKINS, JAMES E. SODERLUND and SANDRA D. ROZAR of the City of Pompano Beach, to me known to be the persons described in and who executed the foregoing Stipulation, Settlement and Master Plan Agreement for Palm-Aire and have acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 25 day of July, 1985.

[Signature]
Notary Public
My commission expires:

MAY 22 1987

[Signature]

FPA CORPORATION

By: [Signature]
President

Attest: [Signature]
Assistant Secretary

STATE OF FLORIDA)

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared THOR AMIE and DOUGLAS MILLER, of FPA Corporation, to me known to be the persons described in and who executed the foregoing Stipulation, Settlement and Master Plan Agreement for Palm-Aire and have acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 25 day of July, 1985.

[Signature]
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN 6 1986
BONDED THRU GEN. INS. UNDERWRITERS

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EXHIBIT "A"

1. FPA Corporation, a Delaware Corporation v. City of Pompano Beach, Florida, et al., Case No. 85-6454, United States District Court, Southern District of Florida.
2. FPA Corporation, Oxford Development Enterprises, Inc., Palm Aire/Oxford Associates, Limited, a Maryland Limited Partnership by and through its General Partner, Oxford Equities Corporation, and Oxford Construction Services, Inc. v. City of Pompano Beach, Florida, E.F. Kleingartner and Eugen Guydosik, Case No. 85-13807 CG, in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida.

EXHIBIT "B"

Y1
Y2
X2
X1

CYPRESS GROVE LN
CYPRESS GROVE DRIVE
OAKS TERRACE
OAKS DRIVE
FLORIDA TURNPIKE
PALM AIRE DRIVE WEST
CLUBHOUSE
OAKS CLUBHOUSE
OAKS LAKE
OAKS WAY
OAKS DRIVE
C-14 CANAL
NORTH COURSE
SOUTH COURSE
SPA TOWERS U
EXECUTIVE OFFICES
SALES CENTER
PALMS CLUBHOUSE
SOCIAL CENTER
LOEBLIN'S PLAZA
SW 27th AVE
SOUTH POMPANO PARKWAY

LEGEND:
Water Bodies
Easement
Other Features

MAY - 18 - 1985

PALM-AIRE MASTER PLAN

FPA Community
2601 Palm Aire Drive North
Pompano Beach, Florida 33069
(305) 772-5000

TO TURNPIKE

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PALM-AIRE MASTER PLAN

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REC 12707



EXHIBIT "C"

**Palm-Aire Unit Summary
(Parcels Keyed to Master Plan)**

<u>Parcel</u>		<u>Units</u>	
		<u>Built</u>	<u>Unbuilt</u>
A-G,I,J,K	Condo Associations 1-10	4,484	
H-1	Cypress Estates #1	36	
H-2	Palm-Aire Estates	26	
H-3	Cypress Estates #2	3	
L-1	Condo Association #11 (Oak Crse. Est. #2)	597	
L-2	Oaks Course Estates #2 (PB 104/44)	-	131
M	Condo Association #12	331	
N	Condo Association #14	72	
O	Palm Aire Cypress Course Est. #3 (PB 108/48)	-	400
P	Palm Aire Oakes Course Est. #3 (PB 108/1)	-	1182
Q	Palm Aire North Course Est. #4 (PB 122/21)	-	259*
R-1	Palm-Aire North Course Est. #3 (PB 114/39)	-	288
R-2	Palm-Aire North Course Est. #3 (PB 114/39) (250 Lifecare units x 1/2)	125	
R-3	Commercial Parcel (PB 114/39)		
S	Condo Association #52	119	
T	Condo Association #53	100	
U	Spa Hotel (178 rooms x 1/2)	89	
V	Renaissance Club	18	
X-1	Palm-Aire Cypress Course Est. #4 (PB 118/36)	60	451
X-2	Palm-Aire Cypress Course Est. #4 (PB 118/36)	-	417
Y-1	Palm-Aire Cypress Course Est. #5 (PB 115/12)	360	159
Y-2	Palm-Aire Cypress Course Est. #5 (PB 115/12)	-	384
Z	Palm-Aire Cypress Course Est. #7 (PB 123/35)	-	104
AA	Palm-Aire Cypress Course Est. #6	-	100
		<hr/> 6,420	<hr/> 3,875
Total Units Allocated (built and unbuilt)		10,295	
Total Units Permitted by Land Use Plan		10,631	
Remaining Unallocated Units		326	

* Reduction from 298 subject to issuance of building permit to Oxford Development Enterprises, Inc., or its related entity, the only condition precedent to which is compliance of existing building plans revised to show reduced density and agreed upon security and access modifications, and compliance with the South Florida Building Code as provided in the settlement agreement between the parties in FPA Corporation, et al. v. City of Pompano Beach, et al., Case No. 85-13807 CG, in the Circuit Court of the 17th. Judicial Circuit in and for Broward County, Florida.

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

SEE 12707 PAGE 611

EXHIBIT 2

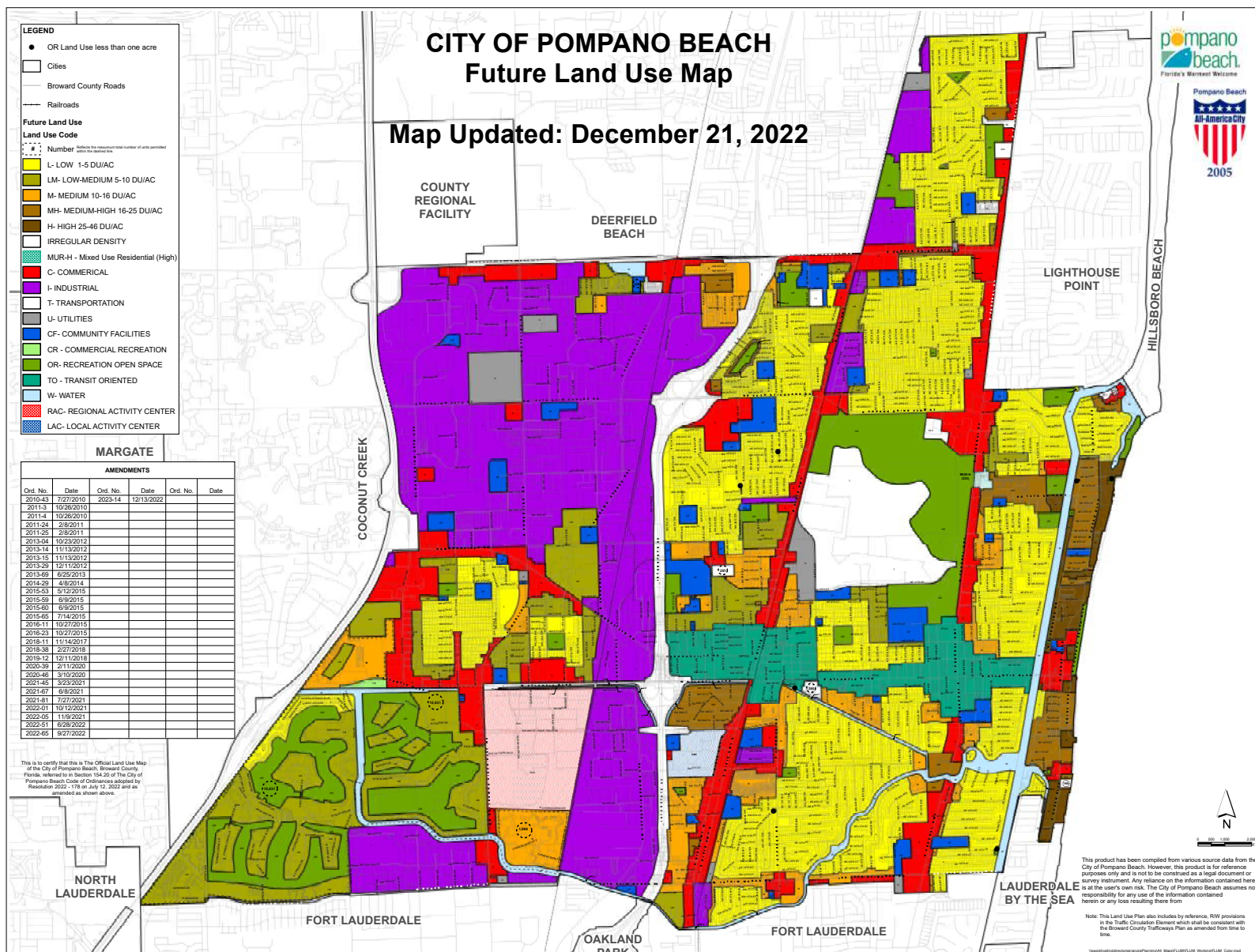


EXHIBIT 3

This Instrument Prepared by and Return to:

Debbie M. Orshefsky, Esq.
Greenberg Traurig, P.A.
401 East Las Olas Boulevard, Suite 2000
Fort Lauderdale, Florida 33301

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DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") related to the "North Palm Aire Property," more particularly described below, is executed this 8th day of July, 2010, by PALM AIRE ASSOCIATES, LIMITED PARTNERSHIP, a limited liability company, whose address is 2600 Palm Aire Drive North, Pompano Beach, FL 33069, referred to as the ("Owner").

WHEREAS, Owner owns that certain real property comprising 89+/- gross acres located north of Atlantic Boulevard, east of the Florida Turnpike, and generally west of N.W. 31st Avenue, legally described on Exhibit "A" (hereinafter referred to as the "North Palm Aire Property"); and

WHEREAS, the Property is the subject of a land use plan amendment filed by Owner requesting an amendment to the City of Pompano Beach Land Use Plan Map and Text to create the "North Palm Aire Dashed-Line Area" (as reflected on Exhibit "B" hereto), to permit 907 dwelling units within the North Palm Aire Property (hereinafter referred to as the "City LUPA"); and

WHEREAS, the Property is the subject of a land use plan amendment filed by Owner requesting an amendment to the Broward County Land Use Plan Map, PC 10-6, to permit residential use on the Property (hereinafter referred to as the "County LUPA"); and

WHEREAS, in connection with City LUPA and the County LUPA, Owner has voluntarily agreed to enter into this Declaration regarding the items enumerated and described and made a part of this Declaration.

NOW, THEREFORE, the undersigned agrees and covenants to the following:

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

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2. **Park Dedication.** The Owner will dedicate to the City the 10+/- acre "Public Park," legally described on Exhibit "C," undertake the "Park Planning" and install the "Owner's Park Improvements," all as described in this paragraph 2 and pursuant to the following schedule:

A. **Park Dedication:** Within thirty (30) days of the date upon which the City LUPA and the County LUPA become final and not subject to appeal, Owner will convey the Public Park property to City for recreational and park uses, subject to the Owner's retained rights of access described in subparagraph 2.D., below.

B. **Park Planning:** Within one-hundred twenty (120) days of the date upon which the City LUPA and the County LUPA become final and not subject to appeal, the Owner, in cooperation with the City Planning Department, the City Parks and Recreation Department and interested members of the public, will conduct or have conducted a charette to evaluate and determine the recreational needs of the surrounding communities known as "Palm Aire" and "Collier City." The goal of the charette will be to reach a consensus as to the future design of the Public Park and the facilities to be developed within the Public Park. The consensus resulting from the above-described charette will be reflected upon a set of conceptual plans for the Public Park, hereinafter referred to as the "Conceptual Park Plans." Within 60 days of the charette, Owner will submit the Conceptual Park Plans to the City Commission for approval together with an estimated cost to complete the improvements depicted on the Conceptual Park Plans, and identification of which portion of the improvements depicted on the Conceptual Park Plans the Owner will be responsible for installing (the "Owner's Park Improvements"). The above-described charette, preparation of Conceptual Park Plans and cost estimate are collectively referred to herein as the "Park Planning." In no event shall the cost to Owner to conduct the Park Planning exceed \$50,000; in no event shall the cost to Owner to install the Owner's Park Improvements exceed \$200,000 plus any remaining unexpended portion of the \$50,000 allocated to Park Planning; in no event shall the total cost to Owner for the Park Planning and the Owner's Park Improvements exceed \$250,000.00 (the "Owner's Financial Obligation.").

C. **Owner's Park Improvements:** Installation of the Owner's Park Improvements shall be completed, except as otherwise provided in this paragraph C, prior to Broward County Commission approval of a plat for the North Palm Aire Property reflecting the uses permitted pursuant to the City LUPA and the County LUPA, but no later than 24 months from the date that the City LUPA and the County LUPA becoming final and not subject to appeal (the "Required Installation Date").

(1) In the event the City implements the Conceptual Park Plans prior to the Owner's Park Improvements being installed and prior to the Required Installation Date, and the City's completed improvements include the Owner's Park Improvements, Owner will, upon request from the City, contribute the remaining balance of the Owner's Financial Obligation to the City for either of the following: to (a) offset the cost incurred by City to complete physical improvements depicted on the Conceptual Park Plans; or (b) to be used for programs or operations at the Public Park.

(2) In the event the Owner is ready to proceed to request Board of County Commission approval a plat of the North Palm Aire Property prior to the City

Commission approval of the Conceptual Park Plans, Owner may proceed with the plat and other necessary development approvals provided Owner deposits with the City, in a form acceptable to the City Attorney, security in an amount equal to the then-remaining unexpended amount of the Owner's Financial Obligation. In such event, within ninety (90) days of approval by the City Commission of the Conceptual Park Plans, Owner shall either, at Owner's option: (a) proceed with construction of the Owner's Park Improvements (in which event the City shall release the security upon issuance of a permit to Owner for construction of the Owner's Park Improvements); or (b) advise City in writing that the security may be drawn down and applied by City to the construction of the Owner's Park Improvements.

D. Owner's Retained Rights in Public Park Property: The conveyance or dedication of the Public Park property to the City shall be subject to the following retained rights in the Owner, its successors and assigns: (i) the Owner shall retain and be entitled to temporary access and use of the Public Park, utilizing any and all rights of access owned by or available to the City, to the full extent reasonably necessary for the completion of the Park Planning and construction of the Owner's Park Improvements; and (ii) it will be necessary for the City to obtain safe and adequate access to the Public Park from 31st Avenue for the intended public park use; the Owner shall permanently retain and be entitled to use such access between the Public Park property and 31st Avenue and the roads and driveways of the Public Park to access the North Palm Aire Property.

3. **Workforce Housing.** Not less than 15% of the 907 housing units to be developed within the North Palm Aire Property shall be subject to the following restrictions:

(i) A restrictive covenant or covenants restricting the sale or rental of the units to individuals meeting the income limitations for affordable work force housing as defined in the Broward County Land Use Plan.

(ii) Such restriction shall, among other things, be for a period of fifteen (15) years. The effective date of the restrictive covenant or covenants shall be the date the certificate of occupancy is issued for the affordable work force housing unit(s). The restrictive covenant(s) shall be recorded in the public records of Broward County, Florida.

4. **Open Space Restriction.** Within thirty (30) days following the rezoning of the North Palm Aire Dashed Line Area to a City zoning district that permits 907 multi-family residential units becoming final and not subject to appeal, the Owner will record the "Open Space Restriction" attached hereto as Exhibit "D". In the event the Open Space Restriction is, for any reason, not recorded within the foregoing time period, then Owner shall not request from the City any building permits for a principal building within the North Palm Aire Dashed Line Area until the Open Space Restriction has been recorded. Owner shall send a copy of any notice required by the Open Space Restriction to be sent to the "Affected Associations," as such term is defined in the Open Space Restriction, contemporaneously with the giving of such notice to the Affected Associations, to the City Manager and to the Chief Executive Officer of the Palm Aire Special Recreation District.

5. **Green Development.** Owner intends to design and develop the North Palm Aire Property utilizing principles of sustainable or “green” design and “smart growth” for the benefit of the community, the future building occupants, tenants and owners, and the global environment in general. Owner shall not be held individually, jointly, severally, or otherwise liable for failure of all or any part of development of the North Palm Aire Property to achieve certification under any sustainable design or development program. Furthermore, failure of all or a part of the development of the North Palm Aire Property to achieve certification under such standards shall not delay, prohibit, or prejudice any other applications submitted in connection with development of the North Palm Aire Property that have been or are required to be presented before any county or municipal governmental body, commission, or board.

6. **Landscaping Plan.** Development of the North Palm Aire Property will employ a landscape and irrigation design consistent with the Xeriscape principles adopted by the “NatureScape Broward” program or the like. At a minimum, the landscaping plan for development of the North Palm Aire Property will use native flora and be designed to conserve water, reduce contaminated runoff, and provide a viable habitat for indigenous wildlife.

7. **Traffic Mitigation.** Prior to issuance of the first certificate of occupancy for development within the Property, the Developer will design and install (1) an east bound right-turn overlap signal phase; and (2) a Community Hub at the intersection of Atlantic Boulevard and Powerline Road or a northbound right-turn overlap phase at the intersection of Atlantic Boulevard and Powerline Road, pursuant to BCTED and FDOT standards.

8. **Design Considerations.** In connection with rezoning of the North Palm Aire Property to permit development of the 907 units to be approved pursuant to the City LUPA and the County LUPA, Owner agrees to consider incorporating design elements to address: (a) use of the existing golf cart pathway under Atlantic Boulevard from the North Palm Aire Property to the area of Palm Aire south of Atlantic Boulevard for pedestrian and bicycle access; and, (b) noise buffering, through setbacks, berms and the like, for any development adjacent to the Florida Turnpike. Utilization of such design elements will be in Owner's sole discretion and subject to approval by the City.

9. **Severability.** If any court of competent jurisdiction shall declare any section, paragraph or part hereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

10. **Effectiveness and Recordation.** This Declaration shall be recorded prior to City Commission adoption of the City LUPA. This Declaration shall not be effective unless and until the City LUPA and any requisite amendments to the Broward County Land Use Plan Map are adopted and become final and not subject to appeal. Once effective, this Declaration shall constitute a covenant running with the land and shall remain in full force and effect and binding upon the undersigned, its heirs, legal representatives, successors, grantees, and assigns.

11. **Modification and Enforcement.** This Declaration may be enforced by the City Commission of the City of Pompano Beach and may be modified or terminated by a recorded document executed by Owner, its successors or assigns, with the consent of the City Commission of the City of Pompano Beach.


IN WITNESS WHEREOF, the Owner has executed this Declaration of Restrictive Covenants.

Signed, sealed and delivered
in the presence of:

WITNESSES:

PALM AIRE ASSOCIATES, LIMITED
PARTNERSHIP, a limited liability company

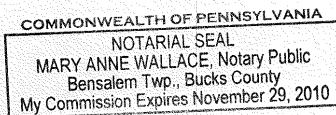
Victoria Makarewicz
Print Name: Victoria Makarewicz

By: 
Name:
Title: Vice President, Resort
at Palm Ave, Inc. general
partner

Print Name: Martha Ann Bell

COMMONWEALTH OF PENNSYLVANIA)) SS
COUNTY OF BUCKS)

The foregoing instrument was acknowledged before me this 8th day of July, 2010, by _____, of _____, freely and voluntarily on behalf of said company. He/She is personally known to me or has produced _____ as identification.



Mary Anne Wallace
Notary Public, Commonwealth of PA
My Commission Expires: Nov. 29, 2010

Exhibit "A"

Property Description

LEGAL DESCRIPTION:

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 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.

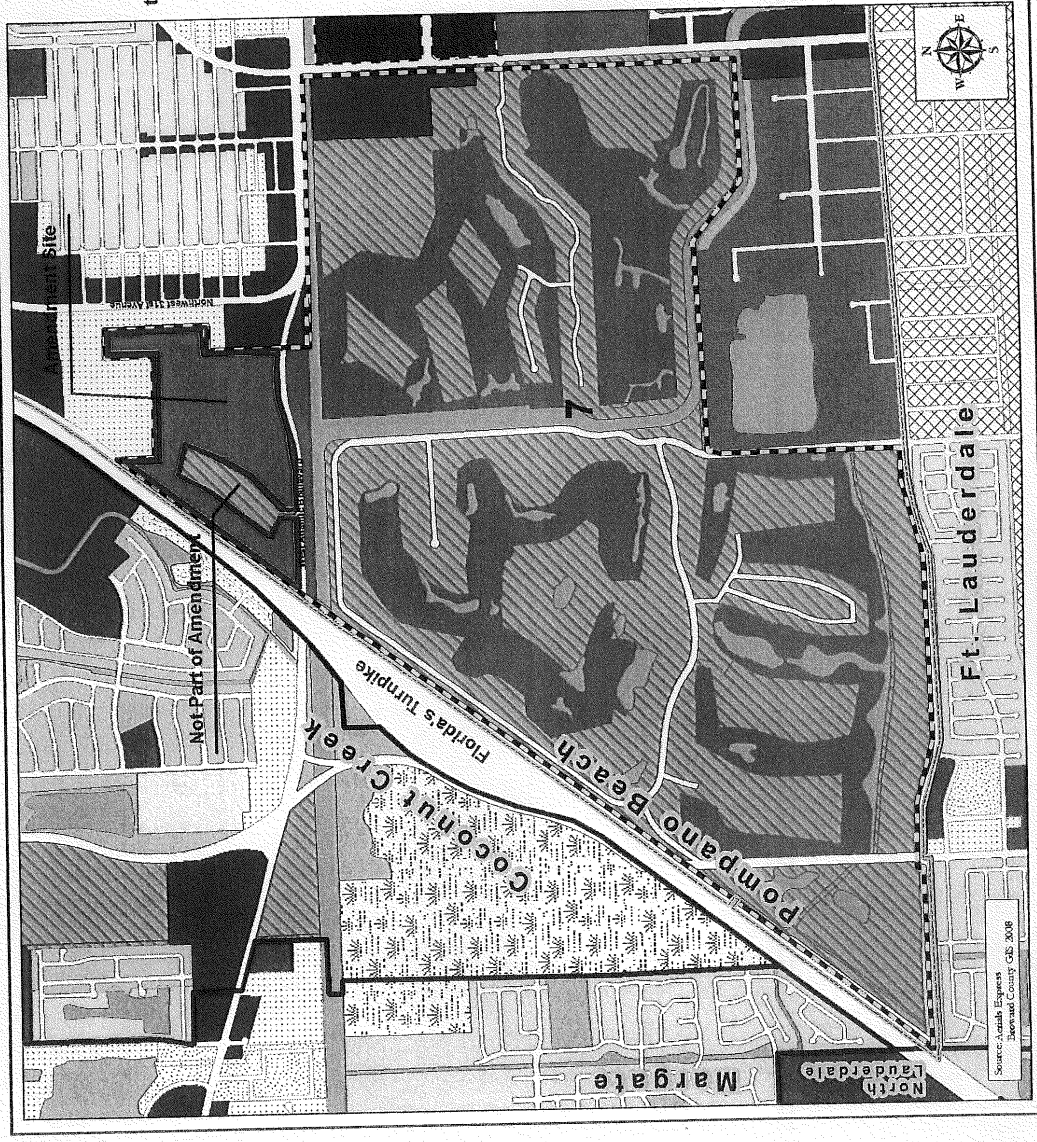
Exhibit "B"

Land Use Plan Amendment

THE PALM AIRE LUPA

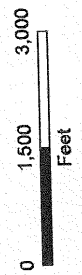
Application for Amendment
to the City of Pompano Beach

Current Broward County
Future Land Use Map



Legend

City Boundary	Amendment Site
Dashed-line Area 7	Future Land Use
Water Features	Conservation
Recreation and Open Space	Commercial Recreation
Estate Residential	Low Residential 3 du/ac
Low Residential 5 du/ac	Low - Medium Residential 10 du/ac
Medium Residential 18 du/ac	Medium High Residential 25 du/ac
Community Facilities	Office Park
Commercial	Employment Center - High
Utilities	Industrial
Regional Activity Center	Irregular Residential



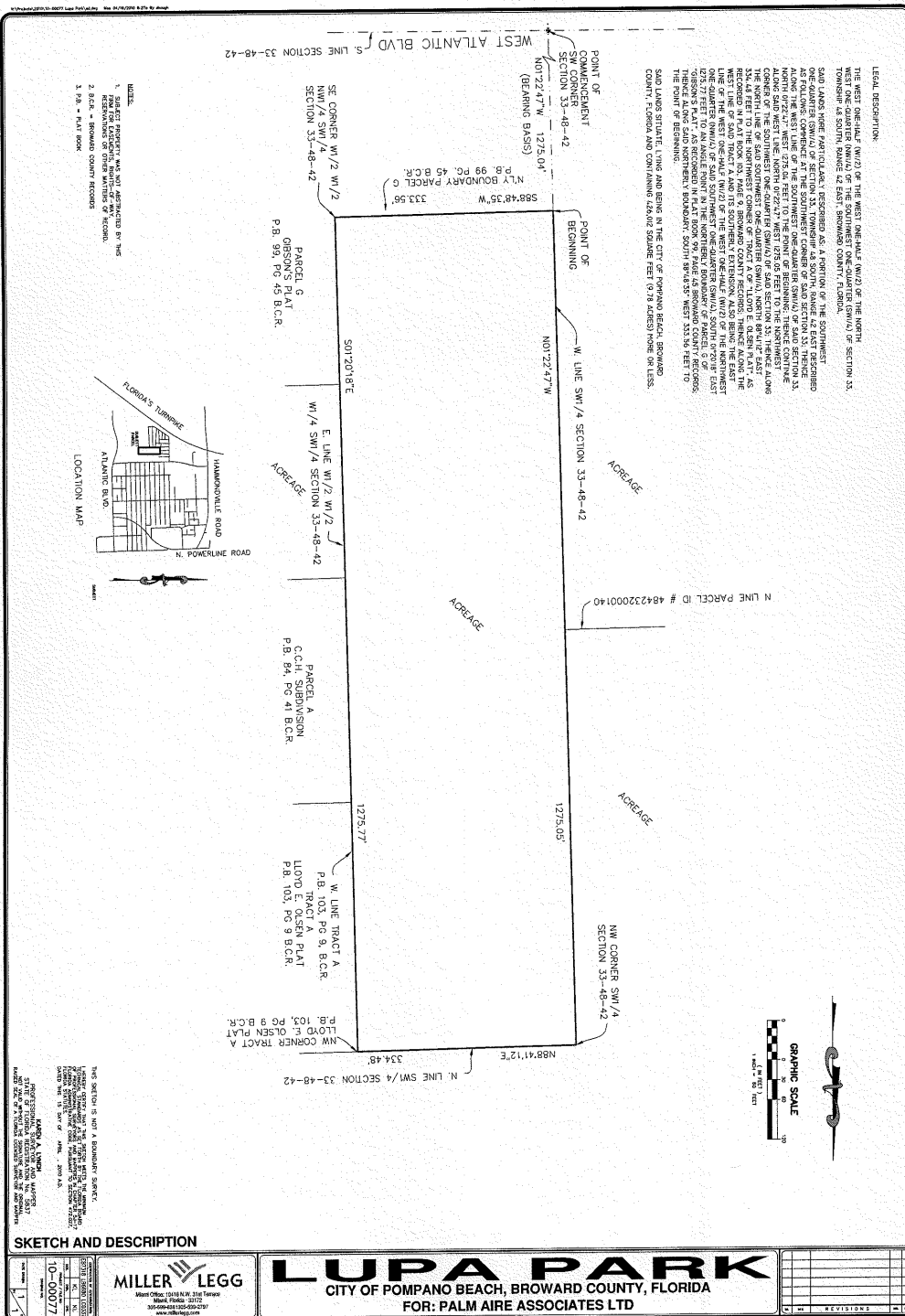
Kimley-Horn
and Associates, Inc.
043226000
July 2009

Source: Aerials Esquerra
Broward County GIS 2008

Exhibit "C"

Public Park Description

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LEGAL DESCRIPTION: PUBLIC PARK

THE WEST ONE-HALF (W1/2) OF THE WEST ONE-HALF (W1/2) OF THE NORTH WEST 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.

Exhibit "D"

Open Space Restriction

This Instrument Prepared by and Return to:

Tracy H. Lautenschlager, Esq.
 Greenberg Traurig, P.A.
 401 East Las Olas Boulevard, Suite 2000
 Fort Lauderdale, Florida 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

OPEN SPACE RESTRICTION

This Open Space Restriction ("Restriction") is executed this _____ day of _____, 20____, by PALM AIRE ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, with offices at 2600 Palm Aire Dr. N., Pompano Beach, FL 33069, hereinafter referred to as "Owner."

WHEREAS, Owner is the owner of certain lands located in a community known as "Palm Aire," which community is generally located east of the Florida Turnpike, west of Powerline Road, north of McNab Road and lying both north and south of Atlantic Boulevard; and

WHEREAS, Owner presently owns land within Palm Aire, which comprise existing and former golf courses known or formerly known as the "Oaks," "Cypress," "Palms," "Pines" and "Sabals" courses, legally described on Exhibit 1, excluding those portions of land legally described on Exhibit 2, and referred to herein as the "Restricted Land;" and

WHEREAS, Owner has made application to the City of Pompano Beach to amend the City's Land Use Plan regarding an approximately 89-acre portion of the Owner's land located north of Atlantic Boulevard to permit residential development, all as more particularly described in the Land Use Plan Amendment Application on file at the City of Pompano Beach Planning Department, which Land Use Plan Amendment shall also be submitted to and require approval of the Broward County Board of County Commissioners as an amendment to the Broward County Land Use Plan (hereinafter "Land Use Plan Application"); and

WHEREAS, the Land Use Plan Application, after approval, may be implemented by a series of additional applications to and approvals by the City of Pompano Beach, including rezoning of the area included in the Land Use Plan Application to a City of Pompano Beach zoning category permitting 907 multi-family residential uses (hereinafter "Residential Rezoning"); and

WHEREAS, various residents and representatives of certain of the homeowner associations and condominium associations throughout Palm Aire have requested assurances from Owner regarding the intended future use of the Restricted Land; and

WHEREAS, the Owner is willing to restrict the future use of the Restricted Land for the period of time and in the manner set forth herein for the benefit of the beneficiaries described herein.

NOW, THEREFORE, the undersigned agree and covenant to the following:

1. The above recitals are true and correct and are incorporated herein.
2. The Restricted Land, as described on Exhibit 1, excluding those portions of land legally described on Exhibit 2, shall be used, developed and maintained throughout the "Restricted Period," as defined below, in accordance with the following terms:
 - (a) The Restricted Land may be used as one or more golf courses in whatever configuration, size, number of holes and with such water, upland and wetland features and golf course related structures, as Owner may establish, maintain, modify or otherwise determine in its sole and exclusive discretion. The Restricted Land may also be kept and maintained as open space. It is specifically acknowledged that Owner may close and cease operation of any or all of the Restricted Land as golf course(s) in its sole and exclusive discretion, provided that the Restricted Land is kept in a condition of open space throughout the Restricted Period. "Open space" is defined for the purpose of this Restriction as keeping or maintaining the Restricted Land substantially in its current condition or in a natural condition, including reconfiguration or modification of existing landscape, water, and wetland features and creation of new landscape, water and wetland features, as Owner may wish to modify or establish in its sole and exclusive discretion.
 - (b) As to portions of the Restricted Land that are affected by that certain "Water Well Field Rights and Easement Agreement" by and between the City of Pompano Beach and Katzoff Development Corporation recorded on February 10, 1993, at Official Records Book 20353, Page 0167, of the Public Records of Broward County, Florida. ("Well Field Easement"), the Restricted Land may be used for public water supply well-field uses, including all of the uses permitted and granted to the City by the Well Field Easement.
 - (c) As to portions of the Restricted Land that are, upon the date of recordation of this Restriction, encumbered or affected by any recorded deed, easement or instrument conveying an interest in real property, the Restricted Land may be used for the uses and purposes described in such recorded instruments.
 - (d) Notwithstanding anything to the contrary set forth herein, Owner shall have the right to use the Restricted Land, to grant to others the right to use the Restricted Land, and to convey the Restricted Land to others to use in any way and for any uses that are not inconsistent with the uses described in subsections (a) through (d) above. In that regard, Owner reserves all rights accruing from ownership of the Restricted Land, including but not limited to (i) the right to grant utility and other easements to utility service providers on, under, above and through the Restricted Land; and (ii) inclusion of the Restricted Land in computation of open space to satisfy any applicable local development regulations.

3. **Restricted Period.** This Restriction shall be in force and effect and shall apply to the Restricted Land for a period of fifteen (15) years from the Effective Date, as hereinafter defined, unless sooner terminated as provided herein ("Restricted Period"). This Restriction shall terminate upon the expiration of the Restricted Period automatically and without any action required on the part of Owner; however, upon the expiration of the Restricted Period, Owner may unilaterally execute and record a "Termination of Open Space Restriction" memorializing such termination upon the public records.

4. **Beneficiaries.** The intended beneficiaries of this Restriction are the unit owners of those Affected Associations listed on Exhibit 3, attached hereto, which Affected Associations, acting by and through the board of directors of each such association, execute and record an "Acknowledgement of Restriction," in substantially the form attached hereto as Exhibit 4, within one (1) year following the Effective Date (hereinafter "Benefitted Associations"). Unit owners or members of the Affected Associations listed on Exhibit 3 which do not become Benefitted Associations shall thereafter not be deemed to be beneficiaries of this Restriction, shall not thereafter have any right of enforcement of this Restriction and shall not be entitled to participate in any proceedings regarding modification to this Restriction.

5. **Modification.** This Restriction may be modified or terminated in accordance with the following provisions:

(a) In the event Owner desires to modify or terminate this Restriction, it may make such request in writing, setting forth a general description of the development proposed, if any, for the Restricted Land or portion thereof to be affected by the modification (hereinafter "Modification Request"). If the Modification Request is made within one (1) year following the Effective Date, the Modification Request shall be directed to the Board of Directors of each of the Affected Associations. If the Modification Request is made more than one (1) year following the Effective Date, the Modification Request shall be directed only to the Boards of Directors of each of the Benefitted Associations.

(b) Each of the Associations receiving a Modification Request (hereinafter referred to throughout subsections (b) through (f) of this paragraph 5 as "Associations") shall circulate the Modification Request to its unit owners, members or voting interests by whatever media or means such Association customarily utilizes for the distribution of information to its members.

(c) Within sixty (60) days following the Modification Request, each Association shall conduct a vote of its unit owners, and the issue on the ballot for such election shall be whether to approve or deny the Modification Request. The Associations shall each report the results of the election to the Owner, certified as complete and accurate by the secretary, clerk or other officer of the Association, within thirty (30) days following the election. The report of election results shall state the number of votes actually cast, the number of votes to approve the Modification Request, and the number of votes to deny the Modification Request.

(d) The Modification Request shall be approved if: (i) the total number of votes to approve the Modification Request, as defined herein, is equal to or greater than 50% of

the number of votes actually cast in the election plus one vote. For the purpose of this calculation, the total number of votes actually cast shall be the sum of the total number of votes cast as reported by all of the Associations that conduct an election and timely report election results. Any Association that does not conduct an election or that does not timely report the results of the election, and which does not utilize an Alternative Approval procedure as described in subsection (e), below, shall have no votes recognized in the calculation required by this subsection. By way of example: If there are five (5) Associations entitled to and that receive a Modification Request, and four (4) of the Associations each conduct an election, and 250 votes are cast in each such Association election, the total number of votes actually cast shall be equal to 1,000 (i.e. 4 x 250), and the number of votes to approve required to approve the Owner's Modification Request shall be 501 votes or more; and (ii) a majority of the Associations that respond to the Modification Request approve the Modification Request (either by election as described in this subsection (d) or by an Alternative Approval procedure described in subsection (e), below). An Association that conducts an election shall be deemed to have approved the Modification Request if the number of votes from that Association to approve is equal to or greater than 50% of the number of votes actually cast in that Association's election plus one vote. In the event there is a tie in the number of Associations that approve the Modification Request and the number of Associations that do not approve the Modification Request, then, in such event, the results of the unit owner elections as described in subsection (i) of this paragraph (d) shall control, and the Modification Request shall be deemed to be approved based solely upon the vote of unit owners as described in subsection (i) of this paragraph (d).

(e) As an alternative to the procedure set forth in subsections (c) and (d), above, any Association may approve the Owner's Modification Request or release or modify its rights pursuant to this Restriction by any other method or procedure authorized by the governing documents of such Association (hereinafter "Alternative Approval"); provided, however, that such Alternative Approval action shall: (i) be completed within 90 days of receipt by the Association of the Modification Request; (ii) be memorialized in writing and provided to the Owner; (iii) state the total number of members or voting interests in the subject Association; and, (iv) be accompanied by an opinion of counsel for the Association stating, for the benefit of the Owner, that such Alternative Approval action was duly authorized by the Association. In the event an Association utilizes the alternative procedure set forth in this subsection (e), and other Associations utilize the election method set forth in subsections (c) and (d), the total number of voting interests from Association(s) that utilized an Alternative Approval shall be treated as votes cast to approve the Modification Request.

(f) In the event the Modification Request is approved in accordance with this Restriction, Owner may prepare, execute and record a "Release from Open Space Restriction" or "Modification of Open Space Restriction," as applicable, that is consistent with the approved Modification Request, and this Restriction shall thereafter be deemed to be amended or modified as set forth therein.

6. **Severability.** If any court of competent jurisdiction shall declare any section, paragraph or part hereof invalid or unenforceable, then such judgment or decree shall have no

This is the RESTRICTION Doc, Not the Declaration (that COPB declared effective on 12.31.14)

effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

7. **Recordation; Effective Date; Termination.** This Restriction shall become effective following: (a) final approval, as hereinafter defined, of the Land Use Plan Amendment; (b) final approval, as hereinafter defined, of the Residential Rezoning; and (c) recordation in the Public Records of Broward County, Florida ("Effective Date"). The approvals described in (a) and (b) of the immediately preceding sentence shall not be deemed to be "final approval" until ten (10) days following the expiration of all applicable administrative and legal appeal periods. Following the Effective Date including recordation of this Restriction in the Public Records of Broward County, Florida, the provisions hereof shall constitute a covenant running with the land and shall remain in full force and effect and binding upon the undersigned, its successors, grantees, and assigns of any interest in the Restricted Land for the Restricted Period. Within five (5) business days of the Effective Date, Owner will execute and record a document memorializing the Effective Date of this Restriction and shall send a copy of the recorded notice of Effective Date and the recorded Restriction bearing the applicable official records book and page notation to each of the Affected Associations at the address noted on Exhibit "C", by U.S. Mail, Certified Return Receipt.

In the event, after execution or recordation of this Restriction by Owner (or both), the prerequisites to this Restriction becoming effective (i.e. provisions (a), (b) and (c) above in this paragraph 7) are not completed because: (i) the application for the Land Use Plan Amendment is denied by the City Commission or by the Broward County Board of County Commissioners, or (ii) the Residential Rezoning is denied by the City Commission, or (iii) such prerequisites have not occurred for any reason by December 31, 2013, then, upon any such event, this Restriction shall, notwithstanding any other provisions set forth herein to the contrary, be void and of no further force or effect, and any and all copies of this Restriction bearing the signature of the Owner that may be in the possession of any potential beneficiary or other person or entity shall be returned to the Owner and, in the event this Restriction was recorded prior to the Effective Date, the Owner may record in the Public Records of Broward County, Florida, a notice of termination of this Restriction.

8. **No Third Party Beneficiaries.** Owner does not intend to directly or substantially benefit any third party nor create any rights or obligations in any third party by this Restriction. The only intended beneficiaries to this Restriction are Owner and those identified as beneficiaries in this Restriction. Therefore, no third party shall be entitled to assert a claim against Owner or any beneficiary based upon this Restriction.

9. **Force Majeure.** Owner shall not be responsible, and no enforcement action shall be commenced or maintained by any person, for any change to the condition of the Restricted Land resulting from natural causes or any causes beyond the control of Owner, including but not limited to insect or animal damage, plant or animal disease, fire, wind, hail, lightening, flood and other extreme weather (hereinafter "Force Majeure"). In the event of alteration of the condition of the Restricted Land resulting from Force Majeure, Owner shall have no duty to restore the Restricted Land to its current condition or to any condition.

10. **Notice.** Whenever notice to Owner is required or contemplated by this Restriction, such notice must be in writing, sent by United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a receipt of acknowledgement of delivery, addressed as follows:

Palm Aire Associates LP
2600 Palm Aire Dr. N.,
Pompano Beach, FL 33069
Attention: Ben Goldman

With a copy to:
Debbie M. Orshefsky, Esq.
Greenberg Traurig P.A.
401 E. Las Olas Boulevard
Suite 2000
Fort Lauderdale, FL 33301
Fax: 954.765.1477

The place for giving notice shall remain as set forth above until changed in writing in the manner provided in this paragraph.

IN WITNESS WHEREOF, the Owner executed this Open Space Restriction.

(Signatures appear on the following page.)

Signed, sealed and delivered
in the presence of:

WITNESSES:

PALM AIRE ASSOCIATES LIMITED
PARTNERSHIP, a Delaware limited partnership

Print Name: _____

By: Resort at Palm Aire, Inc., a Florida
Corporation, It's general partner

Print Name: _____

By: _____
Benjamin D. Goldman, VP

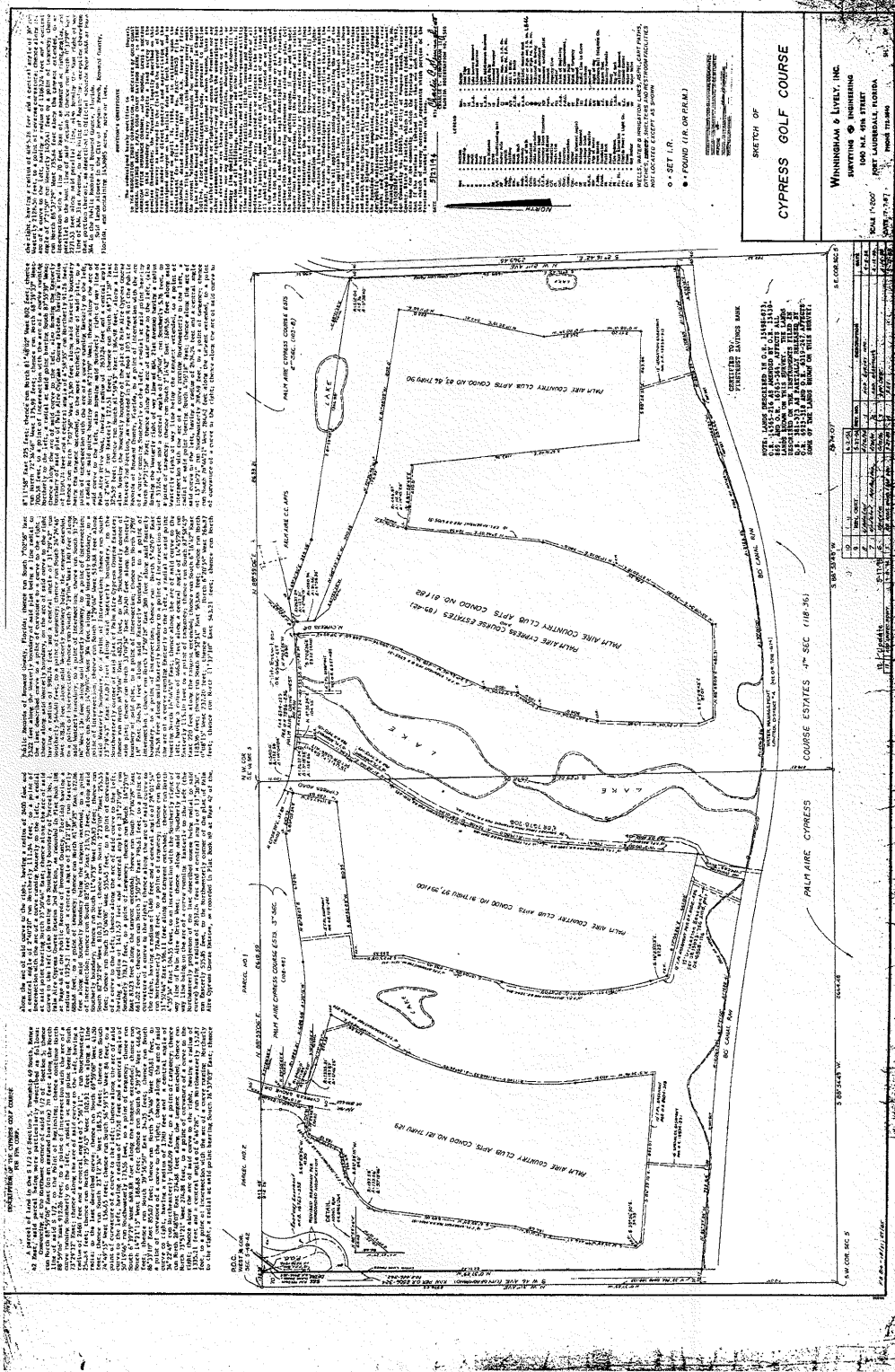
STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

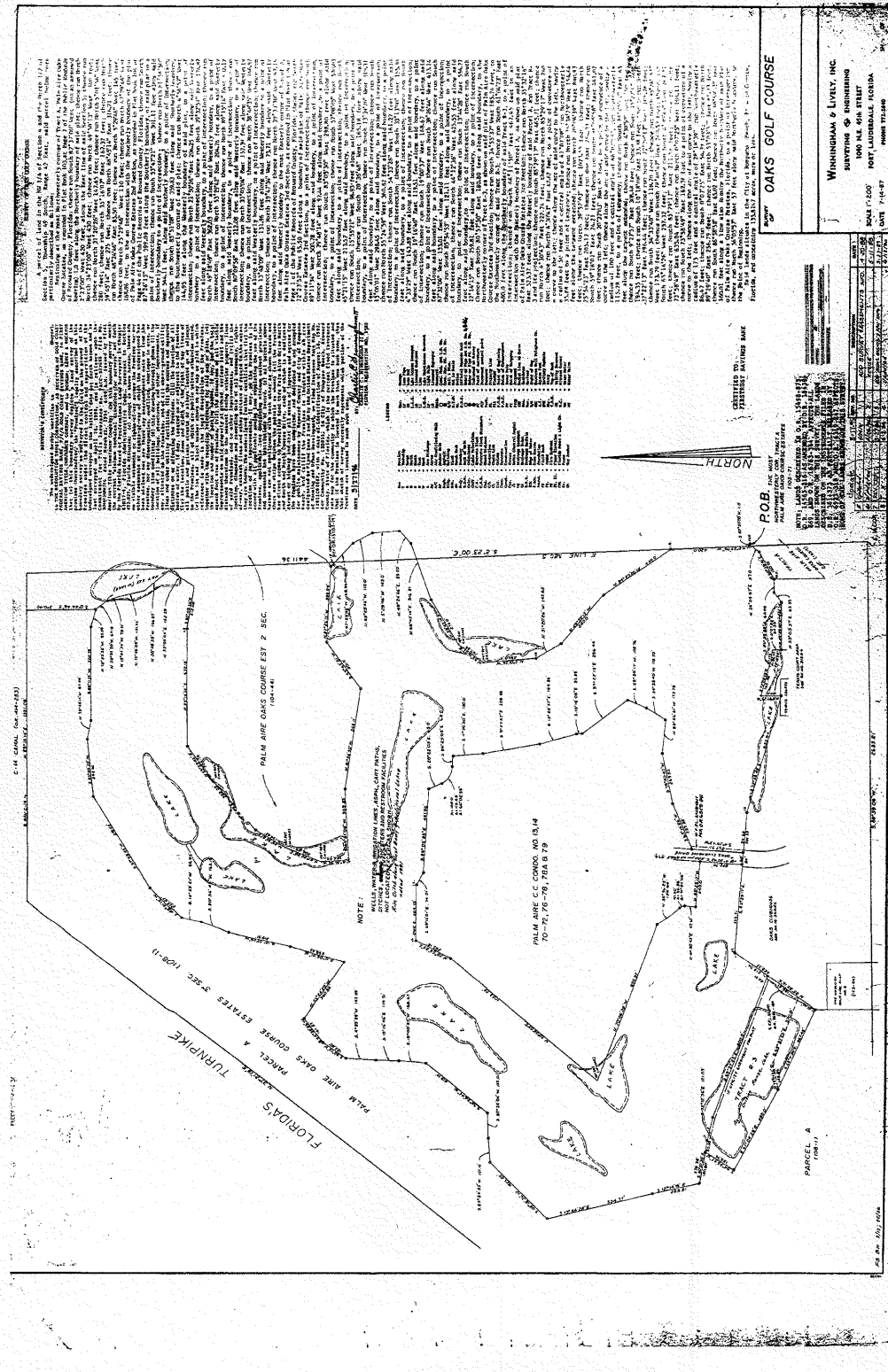
The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Benjamin D. Goldman, as Vice President of Resort at Palm Aire, Inc., the general partner of PALM AIRE ASSOCIATES LIMITED PARTNERSHIP, freely and voluntarily of behalf of said entity. He/She is personally known to me or has produced _____ as identification.

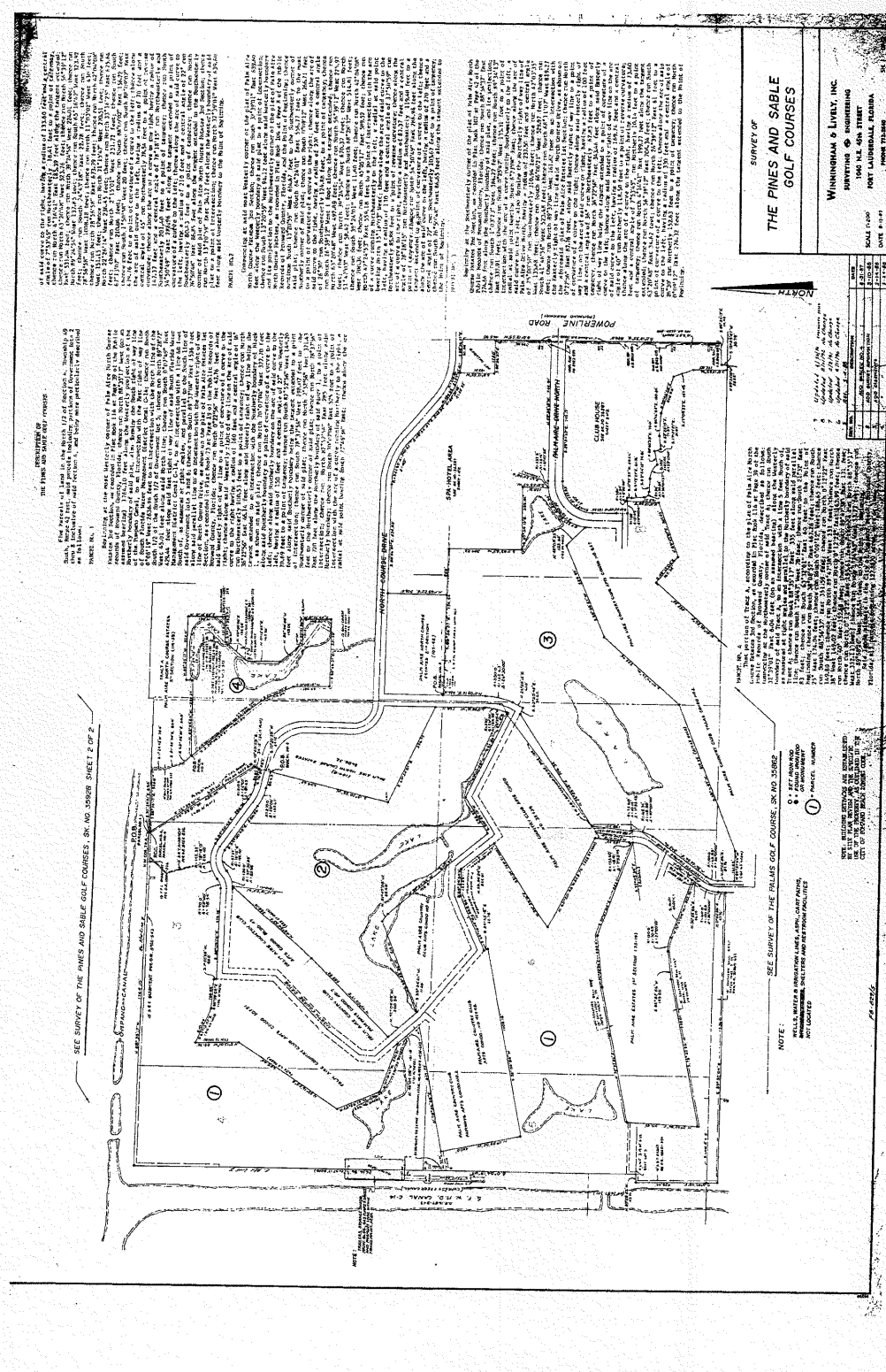
Notary Public, State of Florida
My Commission Expires:

Exhibit "1"

Description of Restricted Land







DESCRIPTION THE PALMS GOLF COURSE

Two parcels of land in Section 4, Township 49 South, Range 42 East, said parcels including portions of Tract A, according to Replat of Palm Aire Village 1st Section, as recorded in Plat Book 66 at Page 48 of the Public Records of Broward County, Florida, and being more particularly described as follows:

PARCEL NO. 1

Commencing at the Southeast corner of Government Lot 8 in said Section 4; thence run North 89°34'13" West (on an assumed bearing) 185.45 feet along the South line of said Government Lot 8 to an intersection with the Westerly right of way line of South Course Drive and the Point of Beginning; thence run South 13°25'47" West 155.92 feet along said Westerly right of way line; thence run North 62°13'21" West 137.52 feet; thence run South 27°46'39" West 316.04 feet; thence run South 73°25'09" West 405.44 feet; thence run South 75°24'34" West 307.29 feet; thence run South 51°39'57" West 173.08 feet; thence run South 8°10'12" West 234.18 feet; thence run South 14°15'19" West 321.67 feet; thence run South 41°09'01" West 192.46 feet; thence run South 74°45'56" East 112.61 feet; thence run North 69°01'53" East 178.93 feet; thence run South 66°05'56" East 634.71 feet; thence run South 69°38'42" East 337.92 feet to an intersection with said Westerly right of way line of South Course Drive; thence run South 19°39'47" East 47.24 feet, along said Westerly right of way line to a point of curvature of a curve to the left; thence along said Westerly right of way line on the arc of said curve to the left, having a radius of 185 feet and a central angle of 52°52'48" run Southeasterly 170.74 feet; thence run South 0°14'01" West 93.30 feet; thence run North 89°45'59" West 190.49 feet; thence run South 0°14'01" West 240 feet; thence run South 49°11'54" West 114.4 feet to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 190 feet and a central angle of 46°48'18" run Northwesterly 155.21 feet to a point of tangency; thence run North 43°59'48" West 537.38 feet along the tangent extended to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 880 feet and a central angle of 46°30' run Northwesterly 714.19 feet to a point of tangency; thence run South 89°30'12" West 1663.93 feet along the tangent extended; thence run North 0°12'58" West 980 feet; thence run North 84°56'18" East 368.04 feet; thence run South 89°37'04" East 1240 feet; thence run South 0°22'56" West 9.58 feet; thence run South 89°37'04" East 622.39 feet; thence run North 56°21' East 147.86 feet to a point of intersection with the arc of a curve running Northeasterly to the left, a radial at said point bearing North 31°00'21" West; thence along the arc of said curve to the left, having a radius of 500 feet and a central angle of 17°24'3" run Northeasterly 150.20 feet to a point of tangency; thence run North 41°46'56" East 924.62 feet along the tangent extended; thence run South 48°13'04" East 167.32 feet; thence run North 69°49'57" East 307.05 feet; thence run North 0°13'55" East 163.21 feet to the point of intersection with the arc of a curve running Easterly to the left, a radial at said point bearing North 5°50'22" West; thence along the arc of said curve to the left, having a radius of 780 feet and a central angle of 0°50' run Easterly 11.34 feet; thence run South 0°13'55" West 25.66 feet; thence run South 9°10'21" East 61.76 feet to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 30 feet and a central angle of 76°04'57" run Southeasterly 39.84 feet to a point of tangency; thence run South 85°44'18" East 74.81 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 120 feet and a central angle of 39°21'44" run Southeasterly 82.44 feet; thence run North 80°40'39" East 70 feet; thence run South 17°21'21" East 31.07 feet; thence run North 83°23'15" East 71.97 feet; thence run South 86°16'28" East 120.82 feet; thence run South 70°46'05" East 202.93 feet; thence run South 17°09'37" East 107.49 feet; thence run South 0°13'55" West 172.80 feet; thence run South 89°34'13" East 28.55 feet to the Point of Beginning. Excepting therefrom those certain parcels as described in Quit Claim Deed to City of Pompano Beach, as recorded in O.R. Book 4129 at Page 144 and O.R. Book 4371 at Page 737 of the Public Records of Broward County, Florida.

PARCEL NO. 2

Commencing at said Southeast corner of Government Lot 8; thence run North 89°34'13" West (on an assumed bearing) 67 feet along the South line of said Government Lot 8, to an intersection with a line 67 feet West of, as measured at right angles and parallel to the East line of said Section 4; thence run South 0°13'55" West 30 feet, to the Point of Beginning; thence continue South 0°13'55" West 1400.83 feet along said parallel line also forming the West right of way line of Pompano Parkway, to an intersection with the South line of the NE 1/4 of said Section 4; thence run South 0°14'01" West 372.41 feet along a line 67 feet West of, as measured at right angles and parallel to the East line of the SE 1/4 of said Section 4, to an intersection with the Northerly right of way line of South Course Drive; thence run North 89°45'59" West 114.73 feet along said North right of way line to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 125 feet and a central angle of 70°06'12" run Northwesterly 152.94 feet to a point of tangency; thence run North 19°39'47" West 115.55 feet along the Easterly right of way of said South Course Drive, being the tangent extended; thence run North 8°58'27" East 180.42 feet; thence run North 0°52'47" East 114.97 feet; thence run North 64°39'48" West 13.18 feet; thence run North 0°52'47" East 230.74 feet; thence run North 4°50'30" West 276.52 feet; thence run North 6°44'35" East 67.92 feet; thence run North 73°25'09" East 13.07 feet; thence run North 6°44'45" East 209.48 feet; thence run North 62°13'21" West 21.81 feet, to an intersection with said Easterly right of way line of South Course Drive; thence run North 27°46'39" East 250 feet along said Easterly right of way line to a point of curvature of a curve to the left; thence along said Easterly right of way line on the arc of said curve to the left, having a radius of 315 feet and a central angle of 14°20'52" run Northeasterly 78.88 feet to a point of tangency; thence run North 13°25'47" East 197.62 feet along said Easterly right of way line being the tangent extended to an intersection with a line 30 feet South of, as measured at right angles and parallel to the said South line of Government Lot 8; thence run South 89°34'13" East 63.90 feet along said parallel line also forming the Southerly right of way line of said South Course Drive, to the Point of Beginning. Excepting therefrom those certain additional rights of way and Bus Bay, as described in Official Records Book 8923 at Page 859 of the Public Records of Broward County, Florida.

Said lands situate in the City of Pompano Beach, Broward County, Florida and containing 130,2527 acres, more or less.

Exhibit "2"

Description of Excluded Areas

[illegible]

LEGAL DESCRIPTION

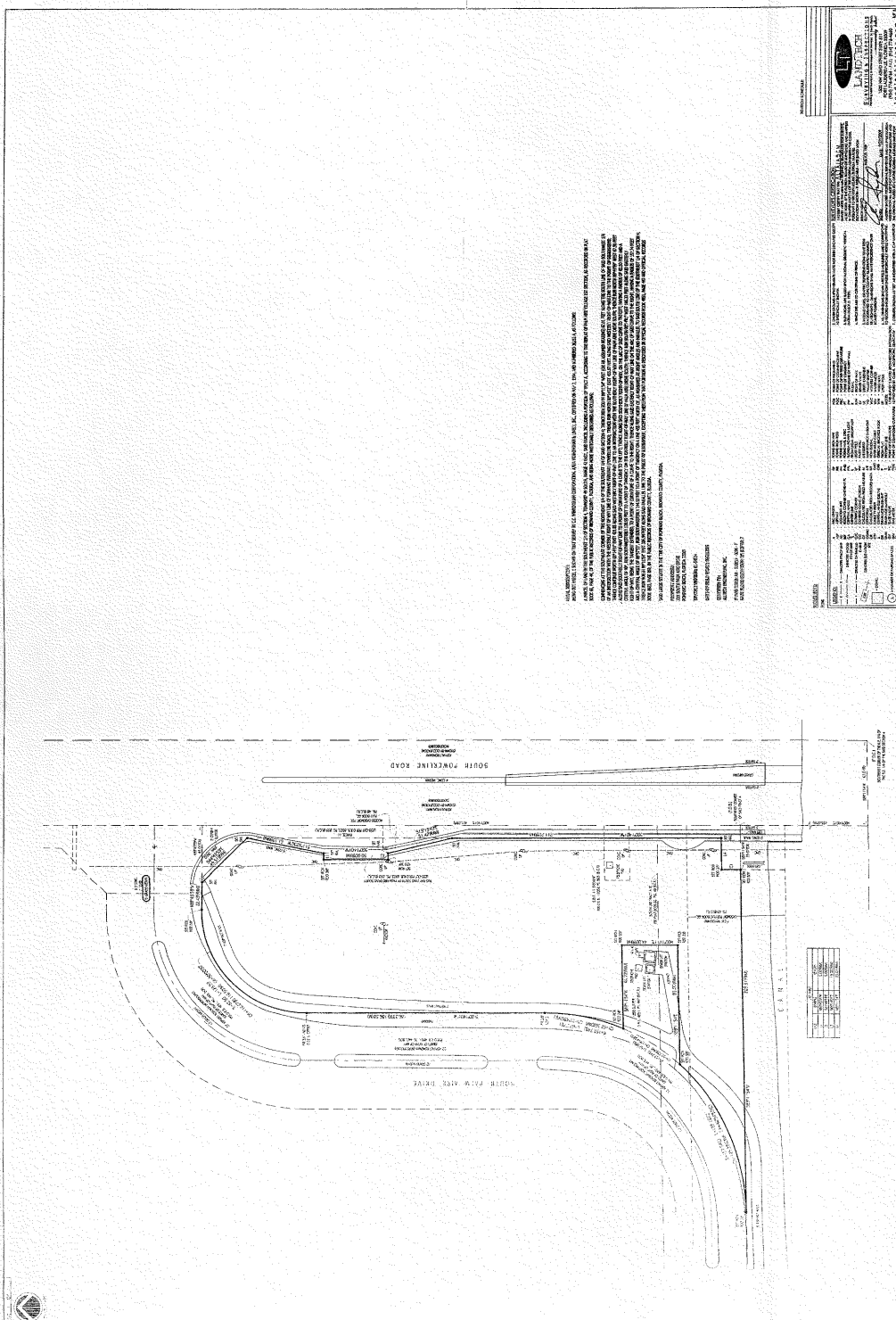
A PORTION OF SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST,
BROWARD COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 8 IN SAID SECTION 4; THENCE ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, SOUTH 87°55'15" WEST 67.00 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH AND 67.00 FEET WEST OF THE EAST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 4, SOUTH 02°17'11" EAST 19.69 FEET; THENCE SOUTH 87°42'49" WEST 47.74 FEET; THENCE SOUTH 32°08'40" WEST 68.20 FEET; THENCE NORTH 79°46'44" WEST 48.73 FEET; THENCE SOUTH 10°54'41" WEST 88.35 FEET; THENCE NORTH 64°44'27" WEST 148.50 FEET; THENCE SOUTH 35°43'33" WEST 56.67 FEET; THENCE SOUTH 81°04'46" WEST 292.13 FEET; THENCE SOUTH 49°23'16" WEST 171.91 FEET; THENCE SOUTH 65°24'55" WEST 451.64 FEET; THENCE NORTH 53°39'32" WEST 179.89 FEET; THENCE NORTH 53°06'23" EAST 96.28 FEET; THENCE NORTH 53°48'07" EAST 237.06 FEET; THENCE NORTH 53°58'10" EAST 128.35 FEET; THENCE NORTH 50°55'52" EAST 365.41 FEET; THENCE NORTH 06°15'27" WEST 68.81 FEET; THENCE NORTH 10°32'29" WEST 122.70 FEET; THENCE NORTH 86°59'46" EAST 87.36 FEET; THENCE NORTH 19°51'53" WEST 30.44 FEET; THENCE NORTH 09°07'17" WEST 70.30 FEET; THENCE NORTH 06°26'49" WEST 21.71 FEET; THENCE NORTH 11°49'53" WEST 121.56 FEET TO A POINT ON A 73.50 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS POINT BEARS SOUTH 10°23'15" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°46'53" AN ARC DISTANCE OF 45.90 FEET TO A POINT OF REVERSE CURVATURE OF A 126.41 FOOT RADIUS CURVE CONCAVE TO THE NORTH; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°26'44" AN ARC DISTANCE OF 106.88 FEET; THENCE TOWARDS THE RADIUS POINT OF THE LAST DESCRIBED CURVE NORTH 02°16'37" WEST 14.00 FEET; THENCE NORTH 87°43'23" EAST 78.78 FEET; THENCE NORTH 01°51'56" WEST 196.01 FEET; THENCE NORTH 87°15'40" EAST 140.05 FEET; THENCE NORTH 03°16'30" WEST 123.62 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PALM AIRE DRIVE NORTH AS DESCRIBED IN OFFICIAL RECORDS BOOK 3976, PAGE 379 BROWARD COUNTY RECORDS; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 87°55'15" EAST 216.52 FEET; THENCE ALONG THE RIGHT-OF-WAY LINE, SOUTH 47°10'58" EAST 49.41 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH POMPANO PARKWAY (POWERLINE ROAD); THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 02°17'11" EAST 245.22 FEET; THENCE SOUTH 42°42'49" WEST 49.50 FEET; THENCE NORTH 87°42'49" EAST 35.00 FEET; THENCE ALONG AFORESAID WEST RIGHT-OF-WAY LINE, SOUTH 02°17'11" EAST 60.00 FEET; THENCE SOUTH 87°42'49" WEST

35.00 FEET; THENCE SOUTH 47°17'11" EAST 49.50 FEET; THENCE ALONG AFORESAID WEST RIGHT-OF-WAY LINE, SOUTH 02°17'11" EAST 223.44 FEET; THENCE SOUTH 87°42'49" WEST 25.14 FEET; THENCE SOUTH 77°49'29" WEST 109.44 FEET; THENCE SOUTH 43°58'54" WEST 15.00 FEET; THENCE SOUTH 11°28'28" EAST 0.96 FEET TO A POINT OF CURVATURE OF A 35.00 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°53'52" AN ARC DISTANCE OF 5.44 FEET TO A POINT OF COMPOUND CURVATURE OF A 2084.32 FOOT RADIUS CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°37'09" AN ARC DISTANCE OF 22.53 FEET TO A POINT OF REVERSE CURVATURE OF A 35.00 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°32'40" AN ARC DISTANCE OF 11.33 FEET TO A POINT OF COMPOUND CURVATURE OF A 350.64 FOOT RADIUS CURVE CONCAVE TO THE WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°16'19" AN ARC DISTANCE OF 32.26 FEET TO A POINT ON A 319.12 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST WHOSE RADIUS POINT BEARS NORTH 88°24'52" WEST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°46'59" AN ARC DISTANCE OF 32.21 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 05°47'15" WEST 51.55 FEET TO A POINT ON A 358.91 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE EAST WHOSE RADIUS POINT BEARS SOUTH 86°34'22" EAST; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°44'06" AN ARC DISTANCE OF 17.13 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 02°45'01" EAST 15.77 FEET; THENCE NORTH 87°54'41" EAST 28.55 FEET; THENCE NORTH 10°54'41" EAST 30.79 FEET; THENCE NORTH 87°54'41" EAST 111.42 FEET TO THE AFORESAID WEST RIGHT-OF-WAY LINE; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 02°17'11" EAST 29.99 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A PUBLIC BUS BAY DEDICATION PER WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 8923, PAGE 859 BROWARD COUNTY RECORDS.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 643,804 SQUARE FEET (14.780 ACRES) MORE OR LESS.



LEGAL DESCRIPTION

BEING OUT PARCEL 1 SHOWN ON THAT SURVEY BY C.C. WINNINGHAM CORPORATION, A/K/A WINNINGHAM & LIVELY, INC., CERTIFIED ON MAY 2, 1994, AND NUMBERED 36252-A, AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTHEAST 1/4 SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SAID PARCEL INCLUDING A PORTION OF TRACT A, ACCORDING TO THE REPLAT OF PALM AIRE VILLAGE 1ST SECTION, AS RECORDED IN PLAT BOOK 66, PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 4; THENCE RUN SOUTH $89^{\circ}11'54''$ WEST (ON AN ASSUMED BEARING) 67.01 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF POMPANO PARKWAY (POWERLINE ROAD); THENCE RUN NORTH $00^{\circ}14'01''$ EAST 455.07 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH $00^{\circ}14'01''$ EAST 421.03 ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF PALM AIRE DRIVE SOUTH; THENCE RUN NORTH $89^{\circ}45'59''$ WEST 67.50 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE OF A CURE TO THE LEFT; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, ON THE ARC OF SAID CURVE TO THE LEFT; HAVING A RADIUS OF 82.50 FEET AND A CENTRAL ANGLE OF 90° , RUN SOUTHWESTERLY 129.59 FEET TO A POINT OF TANGENCY ON THE EASTERLY RIGHT-OF-WAY LINE OF PALM AIRE DRIVE SOUTH; THENCE RUN SOUTH $00^{\circ}14'01''$ WEST 186.33 FEET ALONG SAID EASTERLY RIGHT-OF-WAY, BEING THE TANGENT EXTENDED, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE ON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 157.74 FEET AND A CENTRAL ANGLE OF $88^{\circ}57'33''$, RUN SOUTHWESTERLY 244.93 FEET TO A POINT OF TANGENCY ON A LINE 455 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO SAID SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 4; THENCE RUN NORTH $89^{\circ}11'54''$ EAST 304.94 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION AS DESCRIBED IN OFFICIAL RECORDS BOOK 4851, PAGE 447 AND OFFICIAL RECORDS BOOK 8923, PAGE 859, IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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

Exhibit "3"

Affected Associations Contact List

Cypress Court and Palm Aire Estates Neighborhoods

Note: The neighborhoods known as Cypress Court and Palm Aire Estates are comprised of single-family home parcels that are not a part of a homeowner's association. For the purpose of this Restriction, each single-family home parcel shall be considered to be an Affected Association pursuant to paragraph 4 of the Restriction, and shall be notified of Modification Requests pursuant to paragraph 5 of the Restriction, and, if the parcel owner executes and records an Acknowledgement of Restriction pursuant to paragraph 4, shall be entitled to cast a vote regarding the Modification Request directly with the Owner; however, all of the following single-family home parcels shall be considered to be one Association for the purposes of paragraph 5(d)(ii) of this Restriction.

Name	Address
Graciela Borges	1101 Cypress Drive, Pompano Beach
Stanley and Claudia Axelrod	1103 Cypress Drive, Pompano Beach
North Star Securities, LTD.	1105 Cypress Drive, Pompano Beach
Pablo and Morella Machado, Paul Heyden	1107 Cypress Drive, Pompano Beach
Earl and Geraldine Laviana, Earl and GM Laviana Living Trust	1109 Cypress Drive, Pompano Beach
Cypressven LLC	1111 Cypress Drive, Pompano Beach
James and Martha Santomassimo	1115 Cypress Drive, Pompano Beach
Alexandra Lavens	1117 Cypress Drive, Pompano Beach
Roger and Barbara Maister	1121 Cypress Drive, Pompano Beach
Belltower Holdings, Ltd.	1125 Cypress Drive, Pompano Beach
Maxine Gordon	1127 Cypress Drive, Pompano Beach
Thierry Babieux and Yves Babieux	1129 Cypress Drive, Pompano Beach
Luis and Maria Ignacia Vincentini	1131 W. Cypress Drive, Pompano Beach
Pauline Kondel, Pauline Kondel Revocable Living Trust	1133 Cypress Drive, Pompano Beach
Zenflor Holdings, Inc.	4026 S. Cypress Drive, Pompano Beach
Church of Bible Understanding	4024 Cypress Drive, Pompano Beach
Safieh Javid, Seyad Ebrahim Beladi	4022 Cypress Drive, Pompano Beach
German Toro Sosa and Elisa Gisela Arevalo de Toro	1030 E. Cypress Drive, Pompano Beach
Erik Krauss	1028 Cypress Drive, Pompano Beach
Steven Moss	1026 Cypress Drive, Pompano Beach
Rosalie Switzenbaum Paul Rosalie Switzenbaum Paul Trust	1024 Cypress Drive, Pompano Beach
Sinai Waxman & Harvey Nathanson	1022 Cypress Drive, Pompano Beach
Franco, Nicole and Lisa Veltri	1020 Cypress Drive, Pompano Beach
Pearl Voce	1018 Cypress Drive, Pompano Beach
Irving Deutsch, Jean Marie Loebel, Denise Loebel, Denise Deutsch, Michelle Di Cori	1016 Cypress Drive, Pompano Beach
Ana Caballero, Andres Lauria	1014 E. Cypress Drive, Pompano Beach
Dillon Family Living Trust	1012 Cypress Drive, Pompano Beach

Thomas Dillon, Joyce Dillon,	
John Burns, Mary Philbin	1010 Cypress Drive, Pompano Beach
Michael and Rosalie Davis	1008 Cypress Drive, Pompano Beach
Frederic Bednarek	1006 Cypress Drive, Pompano Beach
Pamela Vojitas, Roni Putra	1004 Cypress Drive, Pompano Beach
Luis Jose and Maria Vicentini	1002 Cypress Drive, Pompano Beach
Arthur and Rosalind Krupp	1000 Cypress Drive, Pompano Beach
Edward Orsi and Edwina Macchia-Orsi	3175 Estates Drive, Pompano Beach
Lee and Johan Levinson	3165 Estates Drive, Pompano Beach
Arthur and Julie Cappelli	3155 Estates Drive, Pompano Beach
Mark and Christine Militello	3145 Estates Drive, Pompano Beach
Randy and Ruth Friedlander	3135 Estates Drive, Pompano Beach
Adriana Maria Chambliss	3125 Estates Drive, Pompano Beach
Paul Fitton and Rita McCarthy	3115 Estates Drive, Pompano Beach
Glenn and Otto Corback	3105 Estates Drive, Pompano Beach
Kevin Thurlow	3095 Estates Drive, Pompano Beach
Ted and Shauna Romeo	3085 Estates Drive, Pompano Beach
Chip Strollo	3075 Estates Drive, Pompano Beach
Charles Knight	3065 Estates Drive, Pompano Beach
Frank and Rose Muccio	3055 Estates Drive, Pompano Beach
John Michael Smith and Rebecca Smith	3170 Estates Drive, Pompano Beach
Michael Summers	3160 Estates Drive, Pompano Beach
Mary Luz Restrepo	3150 Estates Drive, Pompano Beach
Ralph Crispino, Trudy Philbin	3140 Estates Drive, Pompano Beach
Patricia Brunicardi	3130 Estates Drive, Pompano Beach
Dallas and Georgette Stewart	3120 Estates Drive, Pompano Beach
Consuelo and James McKinley	3110 Estates Drive, Pompano Beach
Herman and Lee Zeidman	3100 Estates Drive, Pompano Beach
James and Patricia Turner	3090 Estates Drive, Pompano Beach
Gerald St. Godard and Rachel St. Godard Revocable Trust	3080 Estates Drive, Pompano Beach
Louise Zumpano	3070 Estates Drive, Pompano Beach
Beverly Forte	3060 Estates Drive, Pompano Beach
Roberta Hord	3050 Estates Drive, Pompano Beach

Affected Associations

Association	Contact	Address
Cypress Landing at Palm Aire HOA	Gingerich Roger President-Director	1419 Banyan Circle Pompano Beach 33069
Fairview Pointe at Palm Aire Condo Association	Guillermo Lesueur, President-Director	830 West Oaks Drive Pompano Beach, Fl. 33069
Misty Oaks at Palm Aire Condo Association	Lee Mailloux, Director	2501 Palm Aire Drive N. Pompano Beach, Fl. 33069
Cypress Reach at Palm Aire Condo Association	Val Lucaci, President-Director	3500 Gateway Drive #202 Pompano Beach, Fl. 33069
Oasis at Palm Aire Condo Association	Robert Eisengrein, President-Director	3502 Dunes Vista Drive Pompano Beach, Fl. 33069
Vizcaya at Palm Aire Association	Dr. Ralph Calatachi, President	3500 Gateway Drive, #202 Pompano Beach, Fl. 33069 4116 Palm Aire Drive W. #161 B Pompano Beach, Fl. 33069
Vizcaya at Palm-Aire Townhomes HOA	John Aiello, President	4082 W. Palm Aire Drive, Unit 5 Pompano Beach, Fl. 33069
Palm Aire Country Club Apartments Condominium (#1)	George Cuolahan, President	3500 Gateway Drive, #202 Pompano Beach, Fl. 33069 3150 N. Palm Aire Drive, #305 Pompano, Beach, Fl. 33069
Palm Aire Country Club Apartments Condominium (#2)	Jack McCandless, President	2681 S. Course Drive #401 Pompano Beach, Fl 33069
Palm Aire Country Club Apartments Condominium (#3)	Burt Bennett, President	3500 Gateway Drive, #202 Pompano Beach, Fl. 33069 3051 Palm Aire Drive S. #306 Pompano Beach, Fl. 33069
Palm Aire Country Club Apartments Condominium (#4)	Samuel Weinstock, President	3500 Gateway Drive, #202 Pompano Beach, Fl. 33069
Palm Aire Country Club Apartments Condominium (#5)	Sidney Siegel, President-Director	605 Oaks Drive #101 Pompano Beach, Fl. 33069
Palm Aire Country Club Apartments Condominium	Kenneth Perro, President-Director	3960 Oaks Clubhouse Drive, Apt. 507

(#6)		Pompano Beach, Fl. 33069
Palm Aire Country Club Apartments Condominium (#7)	Harold Strauss, President- Director	3500 Gateway Drive, #202 Pompano Beach, Fl. 33069 4029 N. Course Drive Pompano Beach, Fl. 33069
Palm Aire Country Club Apartments Condominium (#8)	Richard Snyder, President	906 West Cypress Lane, Apt. 906 Pompano Beach, Fl. 33069
Palm Aire Country Club Apartments Condominium (#9)	Malcolm Isaacs, President- Director	3500 Gateway Drive, #202 Pompano Beach, Fl. 33069 907 Cypress Terrace #103 Pompano Beach, Fl. 33069
Palm Aire Country Club Apartments Condominium (#10)	Marvin Mozenter, President-Director	625 Oaks Drive, #201 Pompano Beach, Fl. 33069
Palm Aire Country Club Apartments Condominium (#11)	Michele Lee Herzmark, President-Director	1280 SW 36 Avenue, #301 Pompano Beach, Fl. 33069
Palm Aire Country Club Apartments Condominium (#12)	Jay Gross, President	932 Cypress Grove Drive, #103 Pompano Beach, Fl. 33069
Palm Aire Country Club Apartments Condominium (#14)	John Hudanish, President	3500 Gateway Drive, #202 Pompano Beach, Fl. 33069
Palm Aire Country Club Apartments Condominium (#52)	Robert Perry, President- Director	3095 N. Course Drive #810 Pompano Beach, Fl. 33069
Palm Aire Country Club Apartments Condominium (#53)	Mayer Hank Hinderstein, President-Director	2900 N. Course Drive, #306 Pompano Beach, Fl. 33069

Exhibit "4"

Form of Acknowledgement of Restriction

This Instrument Prepared by:

Return to:

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

ACKNOWLEDGEMENT OF RESTRICTION

THIS ACKNOWLEDGEMENT OF RESTRICTION is executed this ____ day of ____, 20__, by ____ [insert name of Association], a not-for-profit corporation, organized and existing pursuant to Chapter ____, Florida Statutes, with offices at ____, Pompano Beach, Florida ____ (hereinafter referred to as the "Association").

WHEREAS, the Association is a [condominium][homeowner's] association for the community known as ____ [insert community name], which Association is identified as an Affected Association in that certain Open Space Restriction executed by Palm Aire Associates LP, recorded [insert date] at Official Records Book ____, Page ____, of the Public Records of Broward County, Florida (the "Restriction"); and

WHEREAS, Palm Aire Associated LP, a Delaware limited partnership, is the Owner and Declarant pursuant to the Restriction, along with its successors and assigns to the Restricted Land, as that term is defined in the Restriction (hereinafter "Declarant"); and

WHEREAS, the Association desires to become a Benefitted Association pursuant to the terms of the Restriction and, therefore, to memorialize its agreement to the terms and provisions in the Restriction, including but not limited to the provisions regarding consideration of proposed modifications to the Restriction.

NOW, THEREFORE, the undersigned agree and covenant to the following:

1. The Whereas clauses set forth above are true and correct and incorporated herein.
2. All capitalized terms used throughout this Acknowledgement that are not specifically defined herein shall have the meaning set forth in the Restriction.
3. Association hereby agrees that, upon receipt of a Modification Request from Declarant, the Association shall timely perform the actions described in the Restriction to be performed in response to a Modification Request. In the event Association fails to complete and perform the actions required by the Restriction in response to a

Modification Request, within the time periods required by the Restriction, Association acknowledges and agrees that the Association and its unit owners, members and voting interests shall be deemed to have released and waived any and all rights any such persons may have to object to the Modification Request and to any development undertaken pursuant to the Modification Request.

4. The Association shall provide Notice (as defined below) to Declarant identifying the person designated to receive Modification Requests along with the street address, post office address (if different than the street address) and fax number of such designated person, and the Association shall further give Notice to Declarant of any change to such information. In the event the Association does not provide the information required by this paragraph, it is acknowledged and agreed that Declarant may submit Modification Requests to any corporate officer of the Association identified in the records of the State of Florida and same shall constitute satisfactory Notice hereunder and pursuant to the Restriction.

Whenever notice to Declarant is required or contemplated by this Acknowledgement, such notice must be in writing, sent by United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a receipt of acknowledgement of delivery, addressed as follows:

[Insert initial Notice information]

The place for giving notice shall remain as set forth above until changed in writing in the manner provided in this paragraph.

5. **Severability.** If any court of competent jurisdiction shall declare any section, paragraph or part hereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.
6. **No Third Party Beneficiaries.** The Association does not intend to directly or substantially benefit any third party nor create any rights or obligations in any third party by this Acknowledgement. The only intended beneficiaries to this Acknowledgement are the Association and the Declarant. Therefore, no third party shall be entitled to assert a claim against Association or Declarant based upon this Acknowledgement.

IN WITNESS WHEREOF, the Association has executed this Acknowledgement of Restriction.

Signed, sealed and delivered
in the presence of:

WITNESSES:

[insert Association entity name]

By: _____

Name:

Title:

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____ freely and voluntarily of behalf of said entity. He/She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
My Commission Expires:

EXHIBIT 4

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Stephen J. Szabo, III, Esq.
Foley & Lardner LLP
PO Box 3391
Tampa, FL 33601-3391

Folio Number: See Attached Exhibit "D"

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 18TH day of NOVEMBER, 2011, by Palm Aire Associates Limited Partnership, a Delaware limited partnership, whose address is 2600 Palm Aire Drive North, Pompano Beach, Florida 33069 (hereinafter called the "Grantor"), in favor of Clublink US Corporation, a Delaware corporation, whose address is 15675 Dufferin Street, King City, Ontario L7B 1K5 Canada (hereinafter called the "Grantee").

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, all that certain parcel of land lying and being in the County of Broward, State of Florida, as more particularly described in the Exhibit "A" annexed hereto and by this reference made a part hereof.

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

SUBJECT TO real estate taxes and assessments for 2012 and all subsequent years, and all covenants, conditions, easements and restrictions listed on Exhibit "B" attached hereto, without intent of reimposing any such matters of title.

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

And the Grantor does specially warrant the title to said land subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

WITNESSES:

SELLER:

Palm Aire Associates Limited Partnership, a Delaware limited partnership

By: **Resort at Palm Aire, Inc.**, a Florida corporation, its general partner

By: [Signature]
Print Name: Benjamin Goldman
Its: Vice President

Date: November 18, 2011

[Signature]
Print Name: LAURIE L. GILDAN
[Signature]
Print Name: MARLA NORMAN

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of November, 2011 by Benjamin Goldman, as Vice President of RESORT AT PALM AIRE, INC., a Florida corporation, general partner of Palm Aire Associates Limited Partnership, a Delaware limited partnership, on behalf of said corporation and limited partnership, who is [check one] ☒ personally known to me or ☐ produced _____ as identification.



[Signature]
NOTARY PUBLIC
Name: _____
Serial No. _____
My Commission expires: _____

EXHIBIT "A" TO SPECIAL WARRANTY DEED**LEGAL DESCRIPTION**

LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF BROWARD, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCELS I AND II: PALMS GOLF COURSE:

TWO PARCELS OF LAND IN SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SAID PARCELS INCLUDING PORTIONS OF TRACT A ACCORDING TO REPLAT OF PALM AIRE VILLAGE 1ST SECTION, AS RECORDED IN PLAT BOOK 66, AT PAGE 48, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I:

BEING PARCEL NO. 1, AS SHOWN ON THAT SURVEY BY C. C. WINNINGHAM CORPORATION, A/K/A WINNINGHAM & LIVELY, INC., CERTIFIED ON MAY 2, 1994, AND NUMBERED 35862, AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 8 IN SAID SECTION 4; THENCE RUN NORTH 89°34'13" WEST (ON AN ASSUMED BEARING) 185.45 FEET ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 8 TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH COURSE DRIVE AND THE POINT OF BEGINNING; THENCE RUN SOUTH 13°25'47" WEST 155.92 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE RUN NORTH 62°13'21" WEST 137.52 FEET; THENCE RUN SOUTH 27°46'39" WEST 316.04 FEET; THENCE RUN SOUTH 73°25'09" WEST 405.44 FEET; THENCE RUN SOUTH 75°24'34" WEST 307.29 FEET; THENCE RUN SOUTH 51°39'57" WEST 173.68 FEET; THENCE RUN SOUTH 08°10'12" WEST 234.18 FEET; THENCE RUN SOUTH 14°15'19" WEST 321.67 FEET; THENCE RUN SOUTH 41°09'01" WEST 192.46 FEET; THENCE RUN SOUTH 74°45'56" EAST 112.61 FEET; THENCE RUN NORTH 69°01'53" EAST 178.93 FEET; THENCE RUN SOUTH 66°05'54" EAST 634.71 FEET; THENCE RUN SOUTH 69°38'42" EAST 337.92 FEET TO AN INTERSECTION WITH SAID WESTERLY RIGHT OF WAY LINE OF SOUTH COURSE DRIVE; THENCE RUN SOUTH 19°39'47" EAST 47.24 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 185 FEET AND A CENTRAL ANGLE OF 52°52'48", RUN SOUTHEASTERLY 170.74 FEET; THENCE RUN SOUTH 00°14'01" WEST 93.30 FEET; THENCE RUN NORTH 89°45'59" WEST 190.49 FEET; THENCE RUN SOUTH 00°14'01" WEST 240 FEET; THENCE RUN SOUTH 89°11'54" WEST 1144 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 190 FEET AND A CENTRAL ANGLE OF 46°48'18", RUN NORTHWESTERLY 155.21 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 43°59'48" WEST 537.38 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 880 FEET AND A CENTRAL ANGLE OF 46°30', RUN NORTHWESTERLY 714.19 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°30'12" WEST 1663.93 FEET ALONG THE TANGENT EXTENDED; THENCE RUN NORTH

00°12'58" WEST 980 FEET; THENCE RUN NORTH 84°56'18" EAST 368.04 FEET; THENCE RUN SOUTH 89°37'04" EAST 1240 FEET; THENCE RUN SOUTH 00°22'56" WEST 9.58 FEET; THENCE RUN SOUTH 89°37'04" EAST 622.39 FEET; THENCE RUN NORTH 56°21' EAST 147.86 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHEASTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING NORTH 31°00'21" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 500 FEET AND A CENTRAL ANGLE OF 17°12'43", RUN NORTHEASTERLY 150.20 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 41°46'56" EAST 924.62 FEET ALONG THE TANGENT EXTENDED; THENCE RUN SOUTH 48°13'04" EAST 167.32 FEET; THENCE RUN NORTH 69°49'57" EAST 307.05 FEET; THENCE RUN NORTH 00°13'55" EAST 163.21 FEET TO THE POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING EASTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING NORTH 05°50'22" WEST; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 780 FEET AND A CENTRAL ANGLE OF 00°50', RUN EASTERLY 11.34 FEET; THENCE RUN SOUTH 00°13'55" WEST 25.66 FEET; THENCE RUN SOUTH 09°19'21" EAST 61.76 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30 FEET AND A CENTRAL ANGLE OF 76°04'57", RUN SOUTHEASTERLY 39.84 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 85°24'18" EAST 74.81 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE RUN ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 120 FEET AND A CENTRAL ANGLE OF 39°21'44" RUN SOUTHEASTERLY 82.44 FEET; THENCE RUN NORTH 80°40'39" EAST 70 FEET; THENCE RUN SOUTH 17°21'21" EAST 31.07 FEET; THENCE RUN NORTH 83°23'15" EAST 71.97 FEET; THENCE RUN SOUTH 86°16'28" EAST 120.82 FEET; THENCE RUN SOUTH 70°46'05" EAST 202.93 FEET; THENCE RUN SOUTH 17°09'37" EAST 107.49 FEET; THENCE RUN SOUTH 00°13'55" WEST 172.80 FEET; THENCE RUN SOUTH 89°34'13" EAST 28.55 FEET TO THE POINT OF BEGINNING.

PARCEL II:

BEING PARCEL NO. 2 AS SHOWN ON THAT SURVEY BY C. C. WINNINGHAM CORPORATION, A/K/A WINNINGHAM & LIVELY, INC., CERTIFIED ON MAY 2, 1994, AND NUMBERED 35862, AS FOLLOWS:

COMMENCING AT SAID SOUTHEAST CORNER OF GOVERNMENT LOT 8; THENCE RUN NORTH 89°34'13" WEST (ON AN ASSUMED BEARING) 67 FEET ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 8, TO AN INTERSECTION WITH A LINE 67 FEET WEST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE EAST LINE OF SAID SECTION 4, THENCE RUN SOUTH 00°13'55" WEST 30 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°13'55" WEST 1400.83 FEET ALONG SAID PARALLEL LINE, ALSO FORMING THE WEST RIGHT-OF-WAY LINE OF POMPANO PARKWAY, TO AN INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 4; THENCE RUN SOUTH 00°14'01" WEST 372.41 FEET ALONG A LINE 67 FEET WEST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 4, TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF SOUTH COURSE DRIVE; THENCE RUN NORTH 89°45'59" WEST 114.73 FEET ALONG SAID NORTH RIGHT OF WAY LINE TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT,

HAVING A RADIUS OF 125 FEET AND A CENTRAL ANGLE OF 70°06'12", RUN NORTHWESTERLY 152.94 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 19°39'47" WEST 115.55 FEET ALONG THE EASTERLY RIGHT OF WAY OF SAID YOUTH COURSE DRIVE, BEING THE TANGENT EXTENDED; THENCE RUN NORTH 08°58'27" EAST 180.42 FEET; THENCE RUN NORTH 00°52'47" EAST 114.97 FEET; THENCE RUN NORTH 64°39'48" WEST 13.18 FEET; THENCE RUN NORTH 00°52'47" EAST 230.74 FEET; THENCE RUN NORTH 04°50'30" WEST 276.52 FEET; THENCE RUN NORTH 06°44'35" EAST 67.92 FEET; THENCE RUN NORTH 73°25'09" EAST 13.07 FEET; THENCE RUN NORTH 06°44'45" EAST 209.48 FEET; THENCE RUN NORTH 62°13'21" WEST 21.81 FEET, TO AN INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTH COURSE DRIVE; THENCE RUN NORTH 27°46'39" EAST 250 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE ON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 315 FEET AND A CENTRAL ANGLE OF 14°20'52", RUN NORTHEASTERLY 78.88 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 13°25'47" EAST 197.62 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE, BEING THE TANGENT EXTENDED, TO AN INTERSECTION WITH A LINE 30 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL TO THE SAID SOUTH LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 89°34'13" EAST 63.90 FEET ALONG SAID PARALLEL LINE, ALSO FORMING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SOUTH COURSE DRIVE, TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THOSE CERTAIN ADDITIONAL RIGHTS OF WAY AND BUS BAY, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8923, AT PAGE 859, AND FURTHER EXCEPTING THEREFROM THAT PARCEL CONVEYED TO BROWARD COUNTY BY THAT CERTAIN ESCHATEMENT TAX DEED RECORDED IN OFFICIAL RECORDS BOOK 40779, PAGE 1130, BOTH OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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

PARCEL III:

DESCRIPTION OF OAKS GOLF COURSE

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 4 AND THE NORTH 1/2 OF SECTION 5, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF TRACT A, PALM AIRE OAKS COURSE ESTATES, AS RECORDED IN PLAT BOOK 103, AT PAGE 7 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN SOUTH 87°37'00" WEST (ON AN ASSURED BEARING) 1.0 FEET ALONG THE NORTHERLY BOUNDARY OF SAID PLAT; THENCE RUN NORTH 2°23'00" WEST 420 FEET, ALONG THE EAST LINE OF SAID SECTION 5; THENCE RUN NORTH 34°23'00" WEST 430 FEET; THENCE RUN NORTH 49°50'13" WEST 340 FEET; THENCE RUN NORTH 31°20'26" WEST 147.65 FEET; THENCE RUN NORTH 5°01'56" WEST 280 FEET; THENCE RUN NORTH 35°16'07" EAST 167.32 EAST; THENCE RUN NORTH 59°45'14" EAST 275 FEET; THENCE RUN NORTH 68°45'14" EAST 316.21 FEET; THENCE RUN NORTH 48°24'46" EAST 85.50 FEET; THENCE RUN NORTH 5°29'46" WEST 145 FEET; THENCE RUN NORTH 25°29'46" WEST

110 FEET; THENCE RUN NORTH 47°29'46" WEST 168.96 FEET, TO THE AN INTERSECTION WITH THE SOUTHERLY BOUNDARY OF THE PLAT OF PALM AIRE OAKS COURSE ESTATES 2ND SECTION, AS RECORDED IN PLAT BOOK 104 AT PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 87°26'15" WEST 399.09 FEET ALONG THE SOUTHERLY BOUNDARY, OF SAID PLAT TO A POINT OF INTERSECTION; THENCE RUN SOUTH 53°47'21" WEST 301.11 FEET ALONG SAID SOUTHERLY BOUNDARY TO A POINT OF INTERSECTION; THENCE RUN NORTH 81°56'50" WEST 544.11 FEET, ALONG SAID SOUTHERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 85°51'08" WEST 359.83 FEET ALONG SAID SOUTHERLY BOUNDARY, TO THE SOUTHWESTERLY CORNER OF SAID PLAT; THENCE RUN NORTH 4°56'52" WEST 144.95 FEET ALONG THE WESTERLY BOUNDARY OF SAID PLAT, TO A POINT OF INTERSECTION; THENCE RUN NORTH 21°50'26" EAST 206.25 FEET ALONG SAID WESTERLY BOUNDARY TO A POINT OF INTERSECTION; THENCE RUN NORTH 29°32'51" EAST 174.87 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 49°18'49" EAST 362.03 FEET ALONG SAID WESTERLY BOUNDARY, TO POINT OF INTERSECTION; THENCE RUN NORTH 53°29'42" EAST 204.76 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 89°15'14" EAST 632.12 FEET ALONG SAID WESTERLY BOUNDARY TO A POINT OF INTERSECTION; THENCE RUN SOUTH 80°09'56" EAST 212.08 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 33°05'34" EAST 152.39 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 38°48'35" WEST 166.87 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 13°48'09" WEST 131.96 FEET ALONG SAID WESTERLY BOUNDARY TO A POINT OF INTERSECTION; THENCE RUN NORTH 19°47'34" WEST 73.71 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 39°33'30" WEST 67.19 FEET ALONG SAID WESTERLY BOUNDARY TO THE MOST EASTERLY CORNER OF PARCEL A, PALM AIRE OAKS COURSE ESTATES 3RD SECTION, AS RECORDED IN PLAT BOOK 108 AT PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 72°23'52" WEST 95.50 FEET ALONG A BOUNDARY OF SAID PLAT OF PALM AIRE OAKS COURSE ESTATES 3RD SECTION, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 89°11'34" WEST 500.78 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 79°48'14" WEST 97.44 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 83°05'30" WEST 298.80 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 57°08'05" WEST 570.03 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 45°21'15" WEST 213.57 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 15°55'21" WEST 96.93 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 20°36'48" WEST 165.18 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 13°39'26" WEST 319.31 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 15°06'01" WEST 298.45 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 55°24'59" WEST 360.82 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 54°33'26" WEST 161.27 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 33°13'00" WEST 155.30 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 4°33'29" WEST

143.89 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 19°16'46" EAST 119.51 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 19°00'37" WEST 168.67 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 38°26'44" WEST 413.14 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 87°32'04" WEST 133.01 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 85°54'53" WEST 121.11 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 44°12'36" WEST 425.55 FEET ALONG SAID BOUNDARY, TO POINT OF INTERSECTION; THENCE RUN SOUTH 13°44'28" EAST 554.77 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 12°14'15" EAST 259.81 FEET ALONG SAID BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 80°57'30" EAST 180.80 FEET ALONG SAID BOUNDARY, TO THE NORTHWESTERLY CORNER OF TRACT R-3, AS SHOWN ON SAID PLAT OF PALM AIRE OAKS COURSE ESTATES 3RD SECTION; THENCE RUN SOUTH 34°55'37" WEST 185.74 FEET, TO THE SOUTHWESTERLY CORNER OF SAID TRACT R-3; THENCE RUN SOUTH 61°04'23" EAST 460.0 FEET ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT R-3, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 66°11'50" EAST 467.45 FEET TO AN INTERSECTION WITH THE EASTERLY BOUNDARY OF PARCEL A, AS SHOWN ON SAID PLAT OF PALM AIRE OAKS COURSE ESTATES 3RD SECTION; THENCE RUN NORTH 35°32'16" EAST 523.37 FEET ALONG THE EASTERLY BOUNDARY OF SAID PARCEL A, AND TRACT R-3 AND ITS PROJECTION; THENCE RUN SOUTH 85°29'13" EAST 465.71 FEET; THENCE RUN NORTH 4°30'43" EAST 222.74 FEET; THENCE RUN NORTH 85°29'17" WEST 240 FEET; THENCE RUN NORTH 4°30'63" EAST 42.62 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50 FEET AND A CENTRAL ANGLE OF 41°07'08" RUN NORTHWESTERLY 35.88 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 36°36'25" WEST 154.64 FEET ALONG THE TANGENT EXTENDED; THENCE RUN NORTH 70°06'39" WEST 890.97 FEET; THENCE RUN NORTH 39°52'03" EAST 1023.55 FEET; THENCE RUN NORTH 25°54'23" EAST 205.12 FEET; THENCE RUN DUE EAST 294.33 FEET; THENCE RUN SOUTH 59°18'01" EAST 74.21 FEET; THENCE RUN SOUTH 86°05'58" EAST 441.02 FEET; THENCE RUN SOUTH 20°22'03" EAST 65 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 100 FEET AND A CENTRAL ANGLE OF 66°02'59", RUN SOUTHEASTERLY 115.28 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 86°25'02" EAST 65 FEET ALONG THE TANGENT EXTENDED; THENCE RUN SOUTH 4°30'50" EAST 150 FEET; THENCE RUN SOUTH 9°27'57" EAST 308.48 FEET; THENCE RUN SOUTH 15°22'37" EAST 194.35 FEET; THENCE RUN 10°18'08" EAST 33.38 FEET; THENCE RUN SOUTH 37°22'13" EAST 296.44 FEET; THENCE RUN SOUTH 22°20'17" WEST 108.76 FEET; THENCE RUN SOUTH 34°33'40" WEST 118.70 FEET; THENCE RUN NORTH 85°26'51" WEST 173.79 FEET; THENCE RUN SOUTH 78°40'47" WEST 269.53 FEET; THENCE RUN SOUTH 65°14'26" WEST 257.32 FEET; THENCE RUN SOUTH 4°30'43" WEST 267.31 FEET; THENCE RUN SOUTH 85°29'17" EAST 211.58 FEET; THENCE RUN SOUTH 73°58'49" EAST 635.04 FEET; THENCE RUN NORTH 0°07'25" WEST 104.11 FEET; THENCE RUN SOUTH 73°58'49" FEET 162.36 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 175 FEET AND A CENTRAL ANGLE OF 28°18'39" RUN SOUTHEASTERLY 86.47 FEET; THENCE RUN SOUTH 0°07'25" EAST 54.39 FEET; THENCE RUN NORTH 89°29'40" EAST 256.79

FEET; THENCE RUN NORTH 53°03'37" EAST 65.33 FEET; THENCE RUN SOUTH 86°38'58" EAST 65.02 FEET; THENCE RUN NORTH 60°59'41" EAST 160.01 FEET ALONG A LINE ALSO FORMING THE NORTHERLY BOUNDARY OF SAID PLAT OF PALM AIRE OAKS COURSE ESTATES, FLORIDA, TO A POINT OF INTERSECTION; THENCE RUN NORTH 36°05'57" EAST 57 FEET ALONG SAID NORTHERLY BOUNDARY, TO THE POINT OF BEGINNING.

PARCEL IV:

DESCRIPTION OF THE CYPRESS GOLF COURSE

A PARCEL OF LAND IN THE S 1/2 OF SECTION 5, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID S 1/2 OF SECTION 5; THENCE RUN NORTH 88°59'06" EAST (ON AN ASSUMED BEARING) 70 FEET ALONG THE NORTH LINE OF SAID S 1/2, TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88°59'06" EAST 912.26 FEET, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING SOUTHERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING SOUTH 73°29'32" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2460 FEET AND A CENTRAL ANGLE OF 5°56'11", RUN SOUTHWESTERLY 254.88 FEET; THENCE RUN NORTH 79°25'43" WEST 102.91 FEET ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE; THENCE RUN SOUTH 69°59'06" WEST 41.50 FEET; THENCE RUN SOUTH 23°12'34" WEST 185.75 FEET; THENCE RUN SOUTH 74°49'35" WEST 156.65 FEET; THENCE RUN SOUTH 56°59'15" WEST 84 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 197.58 FEET AND A CENTRAL ANGLE OF 50°19'46" RUN SOUTHWESTERLY 173.56 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 6°39'29" WEST 689.88 FEET ALONG THE TANGENT EXTENDED; THENCE RUN SOUTH 14°21'15" WEST 186.68 FEET; THENCE RUN SOUTH 6°39'29" WEST 446.47 FEET; THENCE RUN SOUTH 39°56'50" EAST 34.35 FEET; THENCE RUN SOUTH 86°33'10" EAST 855.07 FEET; THENCE RUN NORTH 5°34'46" WEST 403.31 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A RADIUS OF 1780 FEET AND A CENTRAL ANGLE OF 34°22'49" RUN NORTHEASTERLY 1068.09 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 28°48'03" EAST 274.88 FEET ALONG THE TANGENT EXTENDED; THENCE RUN NORTH 73°51'21" WEST 274.88 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1335.21 FEET AND A CENTRAL ANGLE OF 6°46'28", RUN NORTHWESTERLY 157.87 FEET, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHERLY TO THE RIGHT, A RADIAL AT SAID POINT BEARING SOUTH 78°37'03" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2400 FEET AND A CENTRAL ANGLE OF 2°40'20" RUN NORTHERLY 111.94 FOOT, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING EASTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING NORTH 23°50'44" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT (ALSO FORMING THE SOUTHERLY BOUNDARY OF PARCEL NO. 1, PALM AIRE CYPRESS COURSE ESTATES 3RD SECTION, AS RECORDED IN PLAT BOOK 108 AT PAGE 48 OF

THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA) HAVING A RADIUS OF 1225.21 FEET AND A CENTRAL ANGLE OF 32°12'19", RUN EASTERLY 682.68 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 81°38'25" EAST 672.06 FEET ALONG SAID SOUTHERLY BOUNDARY BEING THE TANGENT EXTENDED, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 82°05'34" EAST 210.73 FEET, ALONG SAID SOUTHERLY BOUNDARY; THENCE RUN SOUTH 11°47'53" WEST 235.83 FEET; THENCE RUN SOUTH 82°52'29" WEST 810.35 FEET; THENCE RUN SOUTH 2°23'09" EAST 255.55 FEET; THENCE RUN SOUTH 15°04'06" WEST 535.45 FEET; TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1417.57 FEET AND A CENTRAL ANGLE OF 31°27'09", RUN SOUTHERLY 778.17 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 16°23'05" EAST 87.23 FEET ALONG THE TANGENT EXTENDED; THENCE RUN SOUTH 77°04'26" EAST 661.02 FEET; THENCE RUN NORTH 3°50'50" EAST 796.61 FEET, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE A ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1480 FEET AND A CENTRAL ANGLE OF 28°01'54" RUN NORTHEASTERLY 724.08 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 31°52'44" EAST 596.11 FEET ALONG THE TANGENT EXTENDED; THENCE RUN NORTH 4°35'34" EAST 104.55 FEET, TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF PALM AIRE DRIVE WEST; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE BEING ON THE ARC OF A CURVE RUNNING EASTERLY TO THE LEFT (THE NORTHEASTERLY PROJECTION OF THE LAST DESCRIBED COURSE BEING RADIAL TO SAID CURVE) HAVING A RADIUS OF 2637.24 FEET AND A CENTRAL ANGLE OF 11°38'30", RUN EASTERLY 535.85 FEET, TO THE NORTHWESTERLY CORNER OF THE PLAT OF PALM AIRE CYPRESS COURSE ESTATES, AS RECORDED IN PLAT BOOK 89 AT PAGE 42 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; THENCE RUN SOUTH 7°02'36" EAST 23.22 FEET ALONG THE WESTERLY BOUNDARY OF SAID PLAT BEING A LINE RADIAL TO THE LAST DESCRIBED CURVE TO A POINT OF CURVATURE TO A CURVE TO THE RIGHT; THENCE ALONG SAID WESTERLY BOUNDARY, ON THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 990.74 FEET AND A CENTRAL ANGLE OF 31°29'42" RUN SOUTHERLY 544.60 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 24°26'46" WEST 478.36 FEET ALONG SAID WESTERLY BOUNDARY BEING THE TANGENT EXTENDED, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 9°29'04" WEST 180 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 31°29'04" WEST 130 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 14°09'04" WEST 304 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 1°29'04" WEST 519.88 FEET ALONG SAID WESTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN SOUTH 23°29'43" EAST 87.07 FEET ALONG SAID WESTERLY BOUNDARY, TO THE SOUTHWESTERLY CORNER OF SAID PLAT OF PALM AIRE CYPRESS COURSE ESTATES; THENCE RUN NORTH 88°59'09" EAST 482.31 FEET, TO THE SOUTHEASTERLY CORNER OF SAID PLAT; THENCE RUN NORTH 33°09'34" EAST 347.80 FEET ALONG THE EASTERLY BOUNDARY OF SAID PLAT, TO A POINT OF INTERSECTION; THENCE RUN NORTH 27°20'18" EAST 246.39 FEET ALONG SAID EASTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 17°50'18" EAST 380 FEET ALONG SAID EASTERLY BOUNDARY, TO A POINT OF INTERSECTION; THENCE RUN NORTH 5°42'07" EAST 724.58 FEET ALONG SAID EASTERLY BOUNDARY TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING EASTERLY TO THE LEFT, A RADIAL AT SAID

POINT BEARING NORTH 16°46'45" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 446.87 FEET ALONG A CENTRAL ANGLE OF 14° 45'28" RUN EASTERLY 115.10 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 87°58'43" EAST 220 FEET ALONG THE TANGENT EXTENDED; THENCE RUN SOUTH 6°16'42" EAST 1183.96 FEET; THENCE RUN SOUTH 86°52'51" EAST 563.88 FEET; THENCE RUN NORTH 0°08'13" WEST 237.20 FEET; THENCE RUN NORTH 6°20'59" WEST 266.87 FEET; THENCE RUN NORTH 11°32'10" EAST 543.21 FEET; THENCE RUN NORTH 8°11'58" EAST 225 FEET; THENCE RUN NORTH 81°48'02" WEST 802 FEET; THENCE RUN NORTH 72°36'46" WEST 175.99 FEET; THENCE RUN NORTH 68°39'33" WEST 700.58 FEET, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING SOUTH 87°55'39" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, ALSO FORMING THE EASTERLY BOUNDARY OF SAID PLAT OF PALM AIRE CYPRESS COURSE ESTATES, HAVING A RADIUS OF 1050.74 FEET AND A CENTRAL ANGLE OF 4°58'35" RUN NORTHERLY 91.26 FEET; THENCE RUN NORTH 7°02'56" WEST 23.90 FEET ALONG SAID EASTERLY BOUNDARY BEING THE TANGENT EXTENDED, TO THE MOST NORTHERLY CORNER OF SAID PLAT, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING EASTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING NORTH 8°21'09" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, ALSO FORMING SAID SOUTHERLY RIGHT OF WAY LINE OF PALM AIRE DRIVE WEST, HAVING A RADIUS OF 2637.24 FEET AND A CENTRAL ANGLE OF 2°46'13" RUN EASTERLY 127.51 FEET; THENCE RUN SOUTH 69°31'36" EAST 325.59 FEET; THENCE RUN SOUTH 81°59'43" EAST 1366.98 FEET, ALONG A LINE ALSO FORMING THE SOUTHERLY BOUNDARY OF THE PLAT OF PALM AIRE CYPRESS COURSE ESTATES 2ND SECTION, AS RECORDED IN PLAT BOOK 103 AT PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING SOUTHERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING NORTH 88°21'58" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, (ALSO FORMING THE WESTERLY RIGHT OF WAY LINE OF N.W. 21ST AVENUE) HAVING A RADIUS OF 512.04 FEET AND A CENTRAL ANGLE OF 0°38'40", RUN SOUTHERLY 5.76 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 2°16'42" EAST 1689.56 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE BEING THE TANGENT EXTENDED, TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING SOUTHWESTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING SOUTH 4°05'18" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2676.24 FEET AND A CENTRAL ANGLE OF 15°10'21" RUN SOUTHEASTERLY 708.69 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 70°44'21" WEST 284.62 FEET ALONG THE TANGENT EXTENDED, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4065.26 FEET AND A CENTRAL ANGLE OF 30° RUN WESTERLY 2128.56 FEET, TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 11067.24 FEET AND A CENTRAL ANGLE OF 7°21'50" RUN WESTERLY 1422.41 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 86°37'29" WEST 735.64 FEET ALONG THE TANGENT EXTENDED, TO AN INTERSECTION WITH A LINE 70 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL TO THE WEST LINE OF SAID SECTION 5; THENCE RUN NORTH 0°37'29" WEST 2271.53 FEET ALONG SAID PARALLEL LINE, ALSO FORMING THE EAST RIGHT OF WAY LINE OF N.W. 31ST AVENUE, TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION THEREOF, AS DESCRIBED IN OFFICIAL

RECORDS BOOK 8466 AT PAGE 364 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND FURTHER EXCEPTING THEREFROM THE RIGHT-OF-WAY OF CYPRESS BOULEVARD (ALSO KNOWN AS CYPRESS ROAD) AS CONVEYED TO THE CITY OF POMPANO BEACH BY THAT CERTAIN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 21928, PAGE 3, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL V:

REVISED DESCRIPTION OF THE OAKS CLUBHOUSE

A PARCEL OF LAND IN THE EAST 1/2 OF SECTION 5, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SAID PARCEL INCLUDING ALL OF TRACT A, ACCORDING TO THE PLAT OF THE WORLD OF PALM AIRE PLAT NO. 2 AS RECORDED IN PLAT BOOK 123 AT PAGE 36, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT A, ACCORDING TO THE PLAT OF THE WORLD OF PALM AIRE PLAT NO. 2; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT A, AND ITS PROJECTION (ALSO FORMING THE NORTHERLY RIGHT OF WAY LINE OF PALM AIRE DRIVE WEST AS DESCRIBED IN THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 7596 AT PAGE 236 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA), BEING ON THE ARC OF A CURVE RUNNING SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY, (A RADIAL AT SAID POINT BEARING NORTH 6°09'46" EAST), HAVING A RADIUS OF 2557.24 FEET AND A CENTRAL ANGLE OF 21°40'13", RUN SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY 967.19 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 74°29'33" EAST 97.75 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE, BEING THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, ON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1358.27 FEET AND A CENTRAL ANGLE OF 1°25'40" RUN NORTHEASTERLY 33.85 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 40 FEET AND A CENTRAL ANGLE OF 109°02'38" RUN NORTHEASTERLY AND NORTHWESTERLY 76.13 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 33°07'25" WEST 37.30 FEET ALONG THE TANGENT EXTENDED (ALSO FORMING THE WESTERLY RIGHT OF WAY LINE OF OAKS CLUBHOUSE DRIVE AS DESCRIBED IN THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 8965 AT PAGE 879 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA) TO A POINT OF INTERSECTION; THENCE RUN NORTH 45°07'25" WEST 322.78 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE ON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 370 FEET AND A CENTRAL ANGLE OF 49°38'08", RUN NORTHWESTERLY AND NORTHEASTERLY 320.53 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 4°30'43" EAST 71.22 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING THE TANGENT EXTENDED; THENCE RUN NORTH 83°29'17" WEST 455.71 FEET; THENCE RUN SOUTH 35°32'16" WEST 523.37 FEET; THENCE RUN SOUTH 0°07'25" EAST 405 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT A PARCEL OF LAND IN THE EAST 1/2 OF SECTION 5, TOWNSHIP 49 SOUTH, RANGE 42 EAST, INCLUDING TRACT A, ACCORDING TO THE PLAT OF THE WORLD OF PALM-AIRE PLAT NO. 2, AS RECORDED IN PLAT BOOK 123 AT PAGE 36 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT A; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID TRACT A AND ITS PROJECTION (ALSO FORMING THE NORTHERLY RIGHT OF WAY LINE OF PALM AIRE DRIVE WEST AS DESCRIBED IN THE INSTRUMENT FILED IN OFFICIAL RECORDS BOOK 6319 AT PAGE 223 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA), BEING ON THE ARC OF A CURVE RUNNING SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY (A RADIAL AT SAID POINT BEARING NORTH 06 DEGREES 09'46" EAST), HAVING A RADIUS OF 2557.24 FEET AND A CENTRAL ANGLE OF 11 DEGREES 33' 48", RUN SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY 516.10 FEET; THENCE RUN NORTH 01 DEGREE 26' 24" EAST (BASIS OF BEARINGS BEING THE PLAT OF THE WORLD OF PALM-AIRE PLAT NO. 2) 48.49 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 22 DEGREES 49' 52" RUN NORTHWESTERLY 19.92 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 140.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 43' 58" RUN NORTHWESTERLY 38.44 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 14' 03" RUN NORTHWESTERLY 54.95 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 127.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 45' 22" RUN NORTHWESTERLY 59.31 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 144.00 FEET AND A CENTRAL ANGLE OF 9 DEGREES 13' 59" RUN NORTHWESTERLY 23.21 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 14 DEGREES 22' 10" WEST 139.92 FEET ALONG THE TANGENT EXTENDED; THENCE RUN SOUTH 88 DEGREES 58' 51" WEST 164.79 FEET; THENCE RUN NORTH 01 DEGREE 54' 34" WEST 41.04 FEET; THENCE RUN SOUTH 89 DEGREES 52' 35" WEST 263.95 FEET TO AN INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST BOUNDARY OF SAID TRACT A; THENCE RUN SOUTH 00 DEGREES 07' 25" EAST 405.00 FEET ALONG SAID WEST BOUNDARY AND ITS PROJECTION TO THE POINT OF BEGINNING.

PARCEL VI:

BEING OUT PARCEL 1A SHOWN ON THAT SURVEY BY C. C. WINNINGHAM CORPORATION, A/K/A WINNINGHAM & LIVELY, INC., CERTIFIED MAY 2, 1994, AND NUMBERED 36535, AS FOLLOWS:

A PARCEL OF LAND IN THE SOUTH 1/2 OF SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 8 IN SAID SECTION 4; THENCE RUN NORTH 89°34'13" WEST (ON AN ASSUMED BEARING) 185.45 FEET ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 8 TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH COURSE DRIVE; THENCE RUN SOUTH 13°25'47" WEST 155.92 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE; THENCE RUN NORTH 62°13'21" WEST 137.52 FEET; THENCE RUN SOUTH 27°46'39" WEST 316.04 FEET; THENCE RUN SOUTH 73°25'09" WEST 405.44 FEET; THENCE RUN SOUTH 75°24'34" WEST 307.29 FEET; THENCE RUN SOUTH 51°39'57" WEST 173.08 FEET; THENCE RUN SOUTH 08°10'12" WEST 234.18 FEET; THENCE RUN SOUTH 14°15'19" WEST 321.67 FEET; THENCE RUN SOUTH 41°09'01" WEST 192.46 FEET; THENCE RUN SOUTH 74°45'56" EAST 112.61 FEET; THENCE RUN NORTH 69°01'53" EAST 178.93 FEET; THENCE RUN SOUTH 66°05'54" EAST 634.71 FEET; THENCE RUN SOUTH 69°38'42" EAST 337.92 FEET TO AN INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH COURSE DRIVE; THENCE RUN SOUTH 19°39'47" EAST 47.24 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 185 FEET AND A CENTRAL ANGLE OF 52°52'48", RUN SOUTHEASTERLY 170.74 FEET; THENCE RUN SOUTH 00°14'01" WEST 93.30 FEET; THENCE RUN NORTH 89°45'59" WEST 190.49 FEET; THENCE RUN SOUTH 00°14'01" WEST 240 FEET; THENCE RUN SOUTH 89°11'54" WEST 1144 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 190 FEET AND A CENTRAL ANGLE OF 46°48'18", RUN NORTHWESTERLY 155.21 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 43°59'48" WEST 537.38 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 880 FEET AND A CENTRAL ANGLE OF 46°30', RUN NORTHWESTERLY 714.19 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89°30'12" WEST 1613.93 FEET ALONG THE TANGENT EXTENDED TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°29'48" EAST 163.39 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHWESTERLY TO THE RIGHT, A RADIAL AT SAID POINT BEARING NORTH 11°33'19" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, ALSO FORMING THE NORTHERLY RIGHT-OF-WAY LINE OF PALM AIRE DRIVE SOUTH HAVING A RADIUS OF 300 FEET AND A CENTRAL ANGLE OF 27°34'14" RUN NORTHWESTERLY 144.36 FEET; THENCE RUN NORTH 00°06'41" WEST 42.08 FEET; THENCE RUN SOUTH 89°30'12" WEST 41.93 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHWESTERLY TO THE RIGHT, A RADIAL AT SAID POINT BEARING NORTH 50°27'12" EAST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT (ALSO FORMING SAID NORTHERLY RIGHT-OF-WAY LINE OF PALM AIRE DRIVE SOUTH),

HAVING A RADIUS OF 300 FEET AND A CENTRAL ANGLE OF 13°22'14" RUN NORTHWESTERLY 70.01 FEET; THENCE RUN NORTH 89°30'12" EAST 207.73 FEET TO THE POINT OF BEGINNING.

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

PARCEL VII:

PALMS CLUBHOUSE PARCEL:

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 8 IN SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 00°13'55" EAST (ON AN ASSUMED BEARING) 30.00 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT 8; THENCE RUN NORTH 89°34'13" WEST 67 FEET TO THE POINT OF BEGINNING ON THE NORTHERLY RIGHT OF WAY LINE OF SOUTH COURSE DRIVE; THENCE CONTINUE NORTH 89°34'13" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 111.42 FEET; THENCE RUN SOUTH 13°25'47" WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID SOUTH COURSE DRIVE A DISTANCE OF 30.79 FEET; THENCE RUN NORTH 89°34'13" WEST 28.55 FEET; THENCE RUN NORTH 00°13'55" EAST 172.80 FEET; THENCE RUN NORTH 17°09'37" WEST 107.49 FEET; THENCE RUN NORTH 70°46'05" WEST 202.93 FEET; THENCE RUN NORTH 86°16'28" WEST 120.82 FEET; THENCE RUN SOUTH 83°23'15" WEST 71.97 FEET; THENCE RUN NORTH 17°21'21" WEST 31.07 FEET; THENCE RUN SOUTH 80°40'39" WEST 70 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHWESTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING SOUTH 43°57'26" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120 FEET AND A CENTRAL ANGLE OF 39°21'44", RUN NORTHWESTERLY 82.44 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 85°24'18" WEST 74.81 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30 FEET, AND A CENTRAL ANGLE OF 76°04'57", RUN NORTHERLY 39.84 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 09°19'21" WEST 61.76 FEET ALONG THE TANGENT EXTENDED; THENCE RUN NORTH 00°13'55" EAST 25.66 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING WESTERLY TO THE RIGHT, A RADIAL AT SAID POINT BEARING NORTH 06°40'22" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 780 FEET, AND A CENTRAL ANGLE OF 06°50'02", RUN WESTERLY 93.03 FEET; THENCE FROM A RADIAL BEARING OF NORTH 00°09'40" WEST RUN NORTH 00°25'47" EAST A DISTANCE OF 187.35 FEET ALONG A LINE ALSO FORMING THE EASTERLY RIGHT-OF-WAY LINE OF PALM AIRE DRIVE NORTH, TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE ON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 162.50 FEET, AND A CENTRAL ANGLE OF 90°, RUN NORTHEASTERLY 255.25 FEET TO A POINT OF TANGENCY ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PALM AIRE DRIVE NORTH; THENCE RUN SOUTH 89°34'13" EAST 745.17 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, BEING THE TANGENT EXTENDED, TO AN INTERSECTION WITH A LINE 67 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL TO SAID EAST LINE OF GOVERNMENT LOT 8; THENCE RUN SOUTH 00°13'55" WEST 820 FEET ALONG SAID PARALLEL LINE

ALSO FORMING THE WEST RIGHT-OF-WAY LINE OF POWERLINE ROAD, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THOSE CERTAIN ADDITIONAL RIGHTS OF WAY AND BUS BAY AS DESCRIBED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 8923, PAGE 859, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ALSO LESS THE FOLLOWING DESCRIBED PARCEL OF LAND (PALM VACATION TIME SHARE):

A PARCEL OF LAND IN GOVERNMENT LOT 8 OF SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 8; THENCE RUN N. 0°13'55" E (ON AN ASSUMED BEARING) 350 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT 8; THENCE RUN N 70°46'05" W. 463.24 FEET. ; THENCE RUN N. 70°23'46" W. 171.72 FEET.; THENCE RUN S 80°40'39" W. 64.59 FEET TO THE POINT OF BEGINNING; THENCE RUN S 09°19'21" E. 86.24 FEET; THENCE RUN S. 03°56'17" E. 21.71 FEET.; THENCE S 06°36'45" E. 70.30 FEET; THENCE RUN S 80°40'39" W. 70 FEET. TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHWESTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING S. 43°57'26" W.; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120 FEET AND A CENTRAL ANGLE OF 39°21'44" RUN NORTHWESTERLY 82.44 FEET TO A POINT OF TANGENCY; THENCE RUN N. 85°24'18" W. 74.81 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30 FEET. AND A CENTRAL ANGLE OF 76°04'57", RUN NORTHWESTERLY 39.84 FEET TO A POINT OF TANGENCY; THENCE RUN N. 09°19'21" W. 61.76 FEET ALONG THE TANGENT EXTENDED; THENCE RUN N. 00°13'55" E. 25.66 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING WESTERLY TO THE RIGHT, A RADIAL AT SAID POINT BEARING N. 06°40'22" W.; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 780 FEET AND A CENTRAL ANGLE OF 06°50'02", RUN WESTERLY 93.03 FEET; THENCE RUN N. 00°25'47" E. 60.01 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING EASTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING N. 00°45'53" W.; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 720 FT. AND A CENTRAL ANGLE OF 04°43'11", RUN EASTERLY 59.31 FEET; THENCE RUN N. 09°19'21" W. 73.98 FEET; THENCE RUN N. 80°40'39" E. 156.67 FEET.; THENCE RUN S. 09°19'21" E. 13.82 FEET; THENCE RUN N. 80°40'39" E. 21.40 FEET; THENCE RUN S. 09°19'21" E. 80.77 FEET; THENCE RUN N. 80°40'39" E. 37.47 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 73.50 FEET AND A CENTRAL ANGLE OF 24°26'52", RUN EASTERLY 31.36 FEET; THENCE RUN S. 09°19'21" E. 34.41 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.

ALSO LESS THE FOLLOWING DESCRIBED PARCEL OF LAND (USMAN OFFICE):

A PARCEL OF LAND IN GOVERNMENT LOT 8, SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 8; THENCE NORTH 00°13'55" EAST, ON AN ASSUMED BEARING, ALONG THE EAST LINE OF SAID GOVERNMENT LOT 8, A DISTANCE OF 30.00 FEET; THENCE NORTH 89°34'13" WEST, 102.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°34'13" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SOUTH COURSE DRIVE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4130, ON PAGE 532 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 76.30 FEET; THENCE SOUTH 13°25'47" WEST, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, 30.79 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID GOVERNMENT LOT 8; THENCE NORTH 89°34'13" WEST, ALONG SAID SOUTH LINE, 28.55 FEET; THENCE NORTH 00°13'55" WEST, 15.77 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE EAST HAVING A RADIUS OF 358.91 FEET (A RADIAL LINE TO SAID POINT BEARS NORTH 86°47'22" WEST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 02°44'06", AN ARC DISTANCE OF 17.13 FEET; THENCE NORTH 08°18'21", EAST 51.55 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 319.12 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH 80°06'47" EAST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°46'59", AN ARC DISTANCE OF 32.21 FEET TO A POINT OF COMPOUND CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 350.64 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH 87°40'30" EAST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°14'01", AN ARC DISTANCE OF 38.15 FEET TO A POINT OF REVERSE CURVATURE OF NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2,084.32 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH 74°45'15" WEST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°49'51", AN ARC DISTANCE OF 30.23 FEET; THENCE NORTH 08°57'22" WEST, 3.67 FEET; THENCE NORTH 46°30'00" EAST, 15.00 FEET; THENCE NORTH 80°20'35" EAST, 109.44 FEET; THENCE SOUTH 89°46'05" EAST 25.14 FEET TO A LINE 67.00 WEST OF AND PARALLEL WITH THE EAST LINE OF SAID GOVERNMENT LOT 8, SAID LINE ALSO BEING THE WEST RIGHT OF WAY OF POWERLINE ROAD (STATE ROAD 845) THENCE SOUTH 00°13'55" WEST ALONG SAID WEST RIGHT OF WAY LINE, 151.36 FEET TO THE NORTHWESTERLY LINE OF PARCEL 14 AS RECORDED IN OFFICIAL RECORDS BOOK 8923, ON PAGE 859 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 45°19'51" WEST ALONG SAID NORTHWESTERLY LINE, 49.58 FEET TO THE POINT OF BEGINNING.

ALSO LESS THE FOLLOWING DESCRIBED PARCEL OF LAND (ALL TECH/SCHATZBERG):

A PORTION OF GOVERNMENT LOT 8 IN SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST TOGETHER WITH A PORTION OF TRACT A, THE WORLD OF PALM AIRE PLAT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 114, ON PAGE 50, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT A; THENCE SOUTH 89°34'13" EAST ALONG THE SOUTHERLY LINE OF PALM AIRE DRIVE NORTH AS RECORDED IN OFFICIAL RECORDS BOOK 3976, ON PAGE 379 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 366.17 FEET; THENCE SOUTH 00°45'58" EAST, 123.62 FEET; THENCE SOUTH 89°46'12" WEST, 140.05 FEET; THENCE SOUTH 00°38'36" WEST, 196.01 FEET TO THE NORTH LINE OF AN EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK (ORB) 23116, PAGE 473 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, NORTH 89°46'05" WEST, 78.78 FEET; THENCE SOUTH 00°13'55" WEST, 14.00 FEET TO THE NORTH LINE OF AN ACCESS EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK (ORB) 23116, PAGE 473 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAME BEING A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 126.41 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH 00°13'55" WEST); THENCE NORTHWESTERLY ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°26'44", AN ARC DISTANCE OF 106.88 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 73.50 FEET; THENCE NORTHWESTERLY ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°50'13", AN ARC DISTANCE OF 75.48 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID NORTH LINE, SAME BEING THE SOUTH LINE OF TRACT A, SOUTH 80°40'39" WEST, 37.47 FEET; THENCE NORTH 09°19'21" WEST, A DISTANCE OF 80.77 FEET; THENCE SOUTH 80°40'39" WEST, A DISTANCE OF 21.40 FEET; THENCE NORTH 09°19'21" WEST, A DISTANCE OF 13.82 FEET; THENCE SOUTH 80°40'39" WEST ALONG A SOUTHERLY LINE OF SAID TRACT A AND ITS WESTERLY PROLONGATION, A DISTANCE OF 165.68 FEET; THENCE NORTH 15°55'44" WEST, ALONG THE EASTERLY LINE OF AN EXISTING GOLF PATHWAY, 38.56 FEET; THENCE NORTH 14°48'01" WEST, 16.19 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 31.67 FEET (A RADIAL LINE TO SAID POINT BEARS SOUTH 89°58'39" EAST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY LINE OF SAID EXISTING GOLF CART PATHWAY THROUGH A CENTRAL ANGLE OF 67°50'55", AN ARC DISTANCE OF 37.50 FEET TO THE EASTERLY LINE OF AFORESAID PALM AIRE NORTH DRIVE, SAME BEING THE NORTHERLY LINE OF AFORESAID TRACT A, SAME BEING A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 162.50 FEET (A RADIAL LINE TO SAID POINTS BEARS NORTH 79°05'59" WEST); THENCE NORTHERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE, SAME BEING THE EASTERLY AND SOUTHERLY LINE SAID PALM AIRE DRIVE NORTH, SAME BEING THE NORTHERLY LINE OF SAID TRACT A, THROUGH A CENTRAL ANGLE OF 79°31'30", AN ARC DISTANCE OF 225.55 FEET TO THE

POINT OF TANGENCY; THENCE SOUTH 89°34'13" EAST, ALONG SAID NORTHERLY LINE OF SAID TRACT A, SAME BEING THE SOUTH LINE OF SAID PALM AIRE DRIVE NORTH, A DISTANCE OF 128.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS THE FOLLOWING DESCRIBED PARCEL OF LAND (REMAINDER PALM AIRE PARCEL):

COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 8 IN SECTION 4, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; THENCE RUN NORTH 00°13'55" EAST (ON AN ASSUMED BEARING) 30.00 FEET ALONG THE EAST LINE OF SAID GOVERNMENT LOT 8; THENCE RUN NORTH 89°34'13" WEST 178.42 FEET; THENCE RUN SOUTH 13°25'47" WEST 30.79 FEET; THENCE RUN NORTH 89°34'13" WEST 28.55 FEET; THENCE RUN NORTH 00°13'55" EAST 172.80 FEET; THENCE RUN NORTH 17°09'37" WEST 107.49 FEET; THENCE RUN NORTH 70°46'05" WEST 202.93 FEET; THENCE RUN NORTH 86°16'28" WEST 120.82 FEET; THENCE RUN SOUTH 83°23'15" WEST 71.97 FEET; THENCE RUN NORTH 17°21'21" WEST 31.07 FEET TO THE SOUTHEAST CORNER OF PARCEL D AS DESCRIBED IN OFFICIAL RECORDS BOOK 23116, PAGE 509, OF THE PUBLIC RECORDS OF SAID COUNTY ; THENCE RUN ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID PARCEL D THE FOLLOWING COURSES AND DISTANCES: THENCE SOUTH 80°40'39" WEST 70 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING NORTHWESTERLY TO THE LEFT, A RADIAL AT SAID POINT BEARING SOUTH 43°57'26" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 120 FEET AND A CENTRAL ANGLE OF 39°21'44", RUN NORTHWESTERLY 82.44 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 85°24'18" WEST 74.81 FEET ALONG THE TANGENT EXTENDED TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 30 FEET, AND A CENTRAL ANGLE OF 76°04'57", RUN NORTHERLY 39.84 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 09°19'21" WEST 61.76 FEET ALONG THE TANGENT EXTENDED; THENCE RUN NORTH 00°13'55" EAST 25.66 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CURVE RUNNING WESTERLY TO THE RIGHT, A RADIAL AT SAID POINT BEARING NORTH 06°40'22" WEST; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 780 FEET, AND A CENTRAL ANGLE OF 06°50'02", RUN WESTERLY 93.03 FEET TO THE EAST RIGHT OF WAY LINE OF PALM AIRE DRIVE NORTH; THENCE FROM A RADIAL BEARING OF NORTH 00°09'40" EAST RUN NORTH 00°25'47" EAST ALONG SAID RIGHT OF WAY LINE 60.00 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF TRACT A, THE WORLD OF PALM AIRE PLAT NO. 1, AS RECORDED IN PLAT BOOK 114, PAGE 50, OF AFORESAID PUBLIC RECORDS; THENCE LEAVING AFOREMENTIONED WEST LINE OF PARCEL D RUN NORTH 00°25'47" EAST ALONG SAID RIGHT OF WAY LINE AND THE WEST LINE OF SAID PLAT A DISTANCE OF 127.32 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE ON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 162.50 FEET, AND A CENTRAL ANGLE OF 10°30'46", RUN NORTHEASTERLY 29.82 FEET TO THE CUSP OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 31.67 FEET AND A CENTRAL ANGLE OF 67°51'19"; THENCE FROM A RADIAL BEARING OF SOUTH 22°10'02" WEST RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 31.67 FEET TO A POINT; THENCE RUN SOUTH 14°48'01" EAST 16.19 FEET; THENCE RUN SOUTH 15°55'44" EAST 38.56 FEET; NORTH 80°40'39" EAST 9.01

FEET; THENCE RUN SOUTH 09°19'21" EAST 73.98 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 720.00 FEET AND A CENTRAL ANGLE OF 04°43'11"; THENCE FROM A RADIAL BEARING OF NORTH 05°34'35" WEST RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.31 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" TO SPECIAL WARRANTY DEED

TITLE EXCEPTIONS

1. Taxes and assessments for the year 2012 and subsequent years, which are not yet due and payable.
2. Easements appearing on the plat of REPLAT OF PALM AIRE VILLAGE 1ST SECTION, recorded in Plat Book 66, page 48 . (as to Parcels I and II)
3. Terms and conditions of that certain Agreement as set forth in those certain instruments recorded in Official Records Book 1356, page 589, Official Records Book 1356, page 590, and Official Records Book 1368, page 402. (as to Parcels I and VII)
4. Easement granted to Broward County by instrument recorded in Official Records Book 11353, page 617. (as to Parcels II and VII)
5. Drainage Easement granted to Broward County by instrument recorded in Official Records Book 11353, page 625. (as to Parcel II)
6. Easement Agreement as set forth in that certain instrument recorded in Official Records Book 14565, page 216, as amended in Official Records Book 15430, page 869; as affected by that certain Agreement recorded in Official Records Book 29199, page 1977; and as affected by that certain Termination of Right to Use Tennis Facilities recorded in Official Records Book 38959, page 1157. (as to Parcels I through VII)
7. Easement granted to American Telephone and Telegraph Company by instrument recorded in Deed Book 377, page 407. (as to Parcel III)
8. Sewer Service Agreement as set forth in that certain instrument recorded in Official Records Book 3266, page 20, as amended in Official Records Book 3261, page 277 and in Official Records Book 3372, page 626. (as to Parcels I to VII)
9. Water Agreement as set forth in that certain instrument recorded in Official Records Book 3458, page 37. (as to Parcels I to VII)
10. Stipulation, Settlement and Master Plan Agreement as set forth in that certain instrument recorded in Official Records Book 12707, page 605, as affected by that certain Amendment to Stipulation, Settlement and Master Plan Agreement for Palm-Aire recorded in Official Records Book 47290, page 1074 (as to Parcels I to VII); and as further affected by that certain Declaration of Restrictive Covenants recorded in Official Records Book 47427, page 1280. (as to Parcels I to VI)
11. Deed for Drainage Easement purposes recorded in Official Records Book 4129, page 144, as clarified by that certain Corrective Reciprocal Conveyance recorded in Official Records Book 15658, page 316. (as to Parcel I)

12. Terms and conditions of that certain Water Well Field Rights and Easement Agreement with the City of Pompano Beach, recorded in Official Records Book 20353, page 167. (as to Parcels I, II and VI)
13. Ordinance No. 87-53 of the City of Pompano Beach, Florida, recorded in Official Records Book 14747, page 157. (as to Parcels I to VII)
14. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 6704, page 972 . (as to Parcels I and VII)
15. Easement granted to Southern Bell Telephone and Telegraph Company by instrument recorded in Official Records Book 4220, page 890. (as to Parcels II and VII)
16. Deed for Drainage Easement purposes recorded in Official Records Book 4371, page 737, as clarified by that certain Corrective Reciprocal Conveyance recorded in Official Records Book 15658, page 316. (as to Parcel I)
17. Terms and conditions of that certain Agreement regarding water wells as set forth in that instrument recorded in Official Records Book 3360, page 17, as modified by that certain instrument recorded in Official Records Book 4159, page 356. (as to Parcels I to VII)
18. Terms and conditions of that certain Agreement with the City of Pompano Beach regarding water and sewer service, recorded in Official Records Book 3360, page 26. (as to Parcels I to VII)
19. Declaration of Restrictions recorded in Official Records Book 15431, page 92. (as to Parcels I, II, VI and VII)
20. Declaration of Covenants recorded in Official Records Book 15431, page 89. (as to Parcels I to VIII)
21. Easement and Golf Course Access Agreement recorded in Official Records Book 16763, page 335, as modified by that certain Modification of Easement and Golf Course Access Agreement and Release of Claim under the Drainage Easement recorded in Official Records Book 22566, page 216. (as to Parcels III, IV and V)
22. Drainage Agreement recorded in Official Records Book 16763, page 364, as modified by that certain Modification of Easement and Golf Course Access Agreement and Release of Claim under the Drainage Easement recorded in Official Records Book 22566, page 216. (as to Parcels I to V)
23. Matters appearing on the plat of THE WORLD OF PALM AIRE PLAT NO. 2, recorded in Plat Book 123, page 36 . (as to Parcel VIII)
24. Annexation - Sewer and Water Agreement with the City of Pompano Beach attached to Resolution recorded in Official Records Book 4724, page 761. (as to Parcels I to V)
25. Annexation - Sewer and Water Agreement with the City of Pompano Beach attached to Resolution recorded in Official Records Book 5347, page 715, and Addendum to Annexation - Sewer and Water Agreement recorded in Official Records Book 6541, page 762. (as to Parcels I to V)

26. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 5636, page 400 . (as to Parcels III and V)
27. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 6557, page 485 . (as to Parcel IV)
28. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 6705, page 51 . (as to Parcel IV)
29. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 6529, page 841 . (as to Parcel III)
30. Easement granted to the City of Fort Lauderdale, Florida, by instrument recorded in Official Records Book 7678, page 202 and in Official Records Book 7678, page 206. (as to Parcel IV)
31. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 7781, page 355 . (as to Parcel IV)
32. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 7844, page 806 . (as to Parcel IV)
33. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 7844, page 810 . (as to Parcel IV)
34. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 7844, page 812 . (as to Parcel IV)
35. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 7576, page 246 . (as to Parcel IV)
36. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 7576, page 261 . (as to Parcel IV)
37. Easement granted to the City of Pompano Beach by instrument recorded in Official Records Book 7596, page 236. (as to Parcels I to V)
38. Canal Easement granted to Water Management District No. 4 by instrument recorded in Official Records Book 7218, page 674. (as to Parcel IV)
39. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 8002, page 436 . (as to Parcel IV)
40. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 8454, page 185 . (as to Parcel IV)
41. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 8454, page 187 . (as to Parcel IV)
42. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 8463, page 978 . (as to Parcel IV)

43. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 8604, page 348 . (as to Parcel IV)
44. Easement Agreement recorded in Official Records Book 12934, page 231. (as to Parcel IV)
45. Resolution of the Board of Governors of Palm-Aire Country Club, Inc., recorded in Official Records Book 13029, page 504. (as to Parcels I to V)
46. Easement Agreement recorded in Official Records Book 13238, page 513. (as to Parcel IV)
47. Terms, conditions, restrictions, reservations, easements and rights granted or received as set forth in that certain Special Warranty Deed recorded in Official Records Book 15498, page 873, as affected by that certain instrument recorded in Official Records Book 26281, page 942, and as partially released and cancelled as to the Tennis Club by that certain instrument recorded in Official Records Book 37280, page 1185; and as affected by that certain Amendment and Termination of Restrictive Covenants and Conditions recorded in Official Records Book ~~48324~~ ⁴⁸³²⁴ page ~~1612~~ ¹⁶¹² (as to Parcels III, IV and V)
48. Easement Agreement recorded in Official Records Book 15023, page 756, as amended in Official Records Book 16568, page 176. (as to Parcel IV)
49. Easement as set out and reserved in that certain instrument recorded in Official Records Book 6566, page 417. (as to Parcel IV)
50. Easement set forth and reserved in that certain instrument recorded in Official Records Book 8736, page 635. (as to Parcels V and VIII)
51. Non-Exclusive Irrigation Easement set forth and reserved in that certain instrument recorded in Official Records Book 13781, page 197. (as to Parcel III)
52. Matters appearing on the plat of PALM AIRE OAKS COURSE ESTATES 3RD SECTION, recorded in Plat Book 108, page 1 . (as to Parcel III)
53. Terms and conditions of that certain unrecorded agreement regarding use of recreational facilities in the Palm Aire community by tenants in the Regency Apartments, as disclosed in that certain Special Warranty Deed recorded in Official Records Book 22722, page 802, as affected by that certain Termination of Right to Use Tennis Facilities recorded in Official Records Book 38959, page 1157. (as to Parcels III, IV and V)
54. Assignment of development rights recorded in Official Records Book 23116, page 446. (as to Parcels I to VII)
55. Terms, conditions and easements set forth in that certain Maintenance and Easement Agreement recorded in Official Records Book 23116, page 473, as modified by that certain instrument recorded in Official Records Book 38397, page 1157. (as to Parcels I to VIII)

56. Terms, conditions and easements set forth in that certain Use and Access Agreement, a Memorandum of which was recorded in Official Records Book 23116, page 524; as affected by that certain Agreement recorded in Official Records Book 29199, page 1977; and as affected by that certain Lease Agreement and Modification of Amended and Restated Use and Access Agreement recorded in Official Records Book 38397, page 1151, and the terms and conditions thereof. (as to Parcels I to VIII)
57. Rights-of-way of public roads as now laid out and in use.
58. Easement granted to Edwin Mayer Bosley, Jr. and Linda Losey Bosley, for the construction, maintenance and replacement of a deck and/or boardwalk, recorded in Official Records Book 45323, page 748. (as to Parcel III)
59. Drainage Easement granted to Range at Palm Aire Holdings, LLLP, recorded in Official Records Book 45340, page 197. (as to Parcels III and VIII)
60. Rights of tenants, as tenants only, under those certain unrecorded leases as disclosed in Exhibit B attached hereto and made a part hereof.
61. Matters appearing on the plat of CLUB AT PALM AIRE, recorded in Plat Book 177, page 97, including, but not limited to, any building setback lines and/or easements lying within the lot(s) described in Schedule "A". (as to Parcel VIII)
62. Regional Park Impact Fee Agreement by and between Broward County and Range at Palm Aire Holdings, LLLP, recorded in Official Records Book 44664, page 586. (as to Parcel VIII)
63. Easement granted to Florida Power & Light Company by instrument recorded in Official Records Book 2350, page 535, as re-recorded in Official Records Book 2363, page 432. (as to Parcel VII)
64. Easement for Street Lights granted to the City of Pompano Beach by instrument recorded in Official Records Book 10426, page 846. (as to Parcel VII)
65. Easement granted to Southern Bell Telephone and Telegraph Company by instrument recorded in Official Records Book 19277, page 270. (as to Parcel VII)
66. Affidavit containing an Agreement for Cable Television Service recorded in Official Records Book 19348, page 952, together with an Affidavit regarding same recorded in Official Records Book 22393, page 695. (as to Parcel VII)
67. Terms and conditions of that certain Temporary Easement Agreement dated November 18, 2011, by and between Range at Palm Aire Holdings LLLP, a Florida limited liability limited partnership, and Palm Aire Associates Limited Partnership, a Delaware limited partnership, recorded in Official Records Book ~~4824~~ ⁴⁸²⁴ page ~~1674~~ ¹⁶⁷⁴. (as to Parcels III and V)
68. Matters as shown on that certain survey prepared by American Surveying and Mapping, Inc., as Drawing File Name 1093003 3703 Oaks Clubhouse Dr., Pompano Beach, FL.DWG

Note: All of the recording information contained herein refers to the Public Records of Broward County, Florida , unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

EXHIBIT "C" TO SPECIAL WARRANTY DEED

LEASES

- 1) Lease with Can Am Golf, LLC
- 2) Lease with Palm Aire Golf Academy
- 3) Agreement with Toro Company

EXHIBIT "D" TO SPECIAL WARRANTY DEED

PARCEL I.D. NUMBERS:

494204-00-0130
494204-00-0131
494204-00-0133
494204-00-0140
494204-00-0144
494204-00-0160
494204-00-0170
494204-00-0180
494204-00-0190
494204-00-0201
494204-00-0211
494204-00-0231
494204-00-0241
494204-00-0251
494204-00-0260
494204-00-0270
494204-00-0320
494204-00-0321
494204-00-0331
494204-00-0341
494204-02-0010
494205-00-0020
494205-00-0030
494205-00-0040
494205-00-0047
494205-00-0048
494205-04-0012
494205-04-0020

EXHIBIT 5



City Attorney's Communication #2019-1227

September 10, 2019

TO: Maggie Barszewski, AICP, Planner

FROM: Mark E. Berman, City Attorney

RE: Resolution Review for Flex Allocation for Usman Palmaire LLC

As requested in your memorandum to me of September 10, 2019, Development Services Memorandum No. 19-273, I have reviewed the proposed resolution allocating a maximum of 58 flex units that was attached to your memorandum and find same to be acceptable as to legal form and content.

Should you have any further questions regarding this matter please feel free to contact me.



MARK E. BERMAN

MEB/jrm
l:cor/zoning/2019-1227

EXHIBIT 6

Home Legislation Calendar City Commission Bodies Members

Board & Committee Meetings



Details Reports

File #:	LN-338	Version:	2 ▼	Name:	
Type:	PZB Submission	Status:		Reported to Council	
File created:	8/10/2022	In control:		Planning and Zoning Board	
On agenda:	12/21/2022	Final action:		12/21/2022	
Title:	2606 PALM AIRE PLAT				
Attachments:	1. PZ22-14000010 Plat Application.pdf , 2. DRC Drawings.zip , 3. PZB Drawings 12-21-2022.zip , 4. 00 Staff Report 2606 Palm Aire Plat.pdf				

History (1) Text

boardname

PLANNING AND ZONING BOARD

Meeting Date: DECEMBER 21, 2022

title

2606 PALM AIRE PLAT

projectinfo

Request: Plat
P&Z# 22-14000010
Owner: 2600 Palm Aire, LLC
Project Location: 2606 Palm Aire Drive North
Folio Number: 49420400145
Land Use Designation: Dashed Line
Zoning District: RM-45 (Multiple-Family Residence-45)
Commission District: 5 (Barry Moss)
Agent: Jeff S. Hodapp (561-241-9988)
Project Planner: Maggie Barszewski (954-786-7921 / maggie.barszewski@copbfl.com)

otherinfo

Summary:

A. Plat Background

A plat is a map, drawn to scale, showing the divisions of a piece of land. It can delineate blocks, streets, alleys and easements. Further refinement often splits blocks into individual lots, usually for the purpose of selling the

described lots, this has become known as subdivision. The statutory definition of subdivision according to Chapter 177.031(18), F.S. is “the division of land into three or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land; and includes establishment of new streets and alleys, additions, and re-subdivisions.” Upon the filing of a plat, legal descriptions can then refer to block and lot-numbers rather than portions of sections. In order for plats to become legally valid, a local governing body must review and approve them.

In Broward County, such legal authority is bestowed upon the Broward County Commission as stipulated within Article 7 of the Broward County Administrative Rules Document. Section 7.2 - ‘Countywide Platting Authority’ states that “No plat of lands lying within Broward County, either in the incorporated or unincorporated areas, may be recorded in the Official Records prior to approval by the County Commission.” Section 7.4 provides for the input of each local government within Broward County, whereby a plat application must first be approved by the local jurisdiction before final approval with the County Commission. That section states that “local Jurisdictions shall require platting at least in those circumstances where the Broward County Land Use Plan requires platting.”

B. Request

The applicant is requesting plat approval for the “2606 Palm Aire” Plat. The currently vacant property is located on North Palm Aire Drive approximately 400 feet west of South Powerline Road. The agent Tracy Lautenschlager, P.A. of Greenberg Traurig Law is representing the owner of the property, 2600 Palm Aire, LLC. The subject 2.22 acre parcel is a re-plat of a portion of Tract A on “The World of Palm Aire Plat No. 1” combined with previously un-platted property. The Plat is restricted to the 99 mid-rise apartment units. The subject property is in the Palm Aire Dashed Line land use designation and the Zoning is RM-45 (Multi-Family Residence). There are no unbuilt units remaining in the Palm Aire Dashed Line area so the City Commission allocated 99 flex units for this project (Resolution 2018-104), which was extended to be valid through to August 28, 2024. A conceptual Site Plan was submitted with this Plat and that site plan is currently being reviewed by the Development Review Committee (DRC).

C. Section 155.2410. PLAT - A. Purpose

The purpose of this section is to provide a review procedure to conform to the Broward County Land Use Plan's platting requirement and to ensure subdivisions of land within the city:

1. Provide for the orderly growth and development of the city;
2. Coordinate proposed streets with existing and planned streets in the city's street system, and with other public facilities;
3. Provide rights-of-way for streets and utility easements;
4. Avoid congestion and overcrowding of streets;
5. Ensure there is adequate access to development;
6. Ensure there are adequate utility facilities to serve development;
7. Ensure there is adequate open space and recreation facilities to serve development; and
8. Ensure there is proper recordation of land ownership or property owner association records, where applicable.

D. Plat Review Standards

An application for a Plat shall be approved only on a finding that the proposed subdivision or development on the lots proposed to be platted meets all of the following standards:

1. The development complies with the applicable standards in Part 7 (Lots) of Article 5: Development Standards;
2. The development complies with all other applicable standards in this Code;
3. The development complies with all requirements or conditions of any applicable development orders (e.g., Planned Development);
4. Any land within the platted lot(s) that is necessary to comply with the Broward County Trafficways Plan has been conveyed to public by deed or grant of easement;

5. The development complies with any applicable hazardous material licensing requirements in the Broward County Wellfield Protection Ordinance; and
6. All facilities for the distribution of electricity, telephone, cable television, and similar utilities, shall be placed underground.

E. Staff Analysis

The subject property is within Palm Aire which has a Land Use designation of Dashed Line (10,631 units) and the Zoning is RM-45 (Multi-Family Residence); therefore the maximum density for the property is the proposed 99 units. The applicant must successfully receive a building permit approval prior to the expiration of the Flex Units (August 28, 2024). The proposed Plat was reviewed by the DRC on September 7, 2022, and was found to be in compliance with the City's Land Development Regulations. The Broward County Development Review Report (DRR) recommendations have been addressed on the Plat. Furthermore, all applicable Development Standards in Part 7 of Article 5 have been met.

Staff Recommendation:

The Development Services staff recommends approval of this Plat with the following conditions to be satisfied prior to the City Commission hearing:

1. The Plat cover page must be signed and sealed by the surveyor and signed by all owners.
2. The applicant must submit a Title Opinion less than 6 months old and must be addressed to the City.

EXHIBIT 7

Home

Legislation

Calendar

City Commission

Bodies

Members

Board & Committee Meetings



Details

Reports

File #:	LN-491	Version:	3 ▾	Name:	
Type:	DRC Submission	Status:		Regular Agenda Ready	
File created:	6/29/2023	In control:		Development Review Committee	
On agenda:	2/7/2024	Final action:			
Title:	THE OAKS AT PALM AIRE - MAJOR				
Attachments:	1. DRC Documents 07.19.2023.zip , 2. DRC Drawings 07.19.2023.zip , 3. DRC Documents 09.20.2023.zip , 4. DRC Drawings 09.20.2023.zip , 5. DRC Documents 02.07.2024.zip , 6. DRC Drawings 02.07.2024.zip				

History (1)

Text

boardname

DEVELOPMENT REVIEW COMMITTEE

Meeting Date: FEBRUARY 7, 2024

title

THE OAKS AT PALM AIRE - MAJOR

projectinfo

Request:

Major Site Plan

P&Z#

23-12000017

Owner:

Clublink US, LLC

Project Location:

3701 Oaks Clubhouse Dr.

Folio Number:

494205000047, 494205000020, 494205000047 & 494205000020

Land Use Designation:

LM (Low-Medium 5-10 DU/AC)

Zoning District:

RM-45 (Multiple-Family Residence 45)

Commission District:

5 (Barry Moss)

Agent:

Matthew Scott (561-405-3350 / mscott@dmbblaw.com)

Project Planner:

Pamela Stanton (954-786-5561 / pamela.stanton@copbfl.com)

otherinfo

Summary:

The Major Site Plan application proposes to redevelop the existing clubhouse area and adjacent portions of the existing gold course as three separate parcels: Parcel A is in the Palm Aire Dashed Line Area on the Future Land Use Map with a zoning designation of RM-45, and is proposed to be a 270-unit multi-family residential development. The residential component of the project will require an allocation of flex units. Parcel B is designated Open Space/Recreation within the Palm Aire Dashed Line Area with a Zoning designation of PR, and is proposed to be a new Golf Club clubhouse for the golf course operations. Parcel C is a proposed valet parking lot to serve the clubhouse. The City has also received a plat application for the three parcels.

The applicant intends to set aside approximately 15% of the residential units for moderate income affordable housing, and will utilize Broward County Policy 2.16.3. An application for 39 flex units is in process concurrently with the Major Site Plan application and will allow for 231 bonus density units.

Staff Conditions:**PLANNING**

Plan Reviewer: Max Wemyss | max.wemyss@copbfl.com

Status: Authorized with Conditions.

Comments requiring action from the Applicant:

- The property is unplatted. Prior to building permit approval, the Applicant must provide a copy of the approved plat from Broward County or a letter from the Broward County Planning Council stating that the proposal is exempt.
- The site plan indicates that 39 units will be deed restricted to moderate income affordable for 30-years. A Declaration of Restrictive Covenants must be recorded to this effect prior to building permit.

Notes / No Action Necessary:

- The property is located within the Palm Aire Dashed Line Land Use District, which has no available residential units, therefore flex units must be applied to allow additional residential units in Palm Aire. Flex units can be allocated only to areas originally intended for residential use and are not part of one of the golf courses (past or present) which have an underlying Land Use designation of Open Space/Recreation (OR). Note: None of the residential development may overlap into the recreational parcel (Parcel 2) where the Oaks Country Club and associated parking and accessory uses are proposed to be relocated.
- Applicant has filed an application seeking approval from the City Commission for 39 Flex Units (PZ# 23-05000007) which must be approved prior to building permit approval.
- Applicant has provide a copy of a Preliminary School Capacity Availability Determination (SCAD) from the Broward County School District (SBBC-3568-2023). Prior to building permit approval, a final determination must be submitted.
- The City has sufficient capacity to accommodate the proposal.

ENGINEERING DEPARTMENT

Plan Reviewer: David McGirr | david.mcgirr@copbfl.com

Status: Pending Resubmittal.

The following comments must be addressed prior to the submission of these plans to the Building Division for formal plan review and permitting:

1. Submit / upload the (BCEPMGD) Broward County Environmental Protection and Growth Management Division Surface Water Management permit or exemption for the proposed paving and drainage shown on the civil engineering drawings
2. Prior to the approval of the City Engineering division, the City's Planning and Zoning Division must approve these plans.
3. Prior to the approval of the City Engineering division, the City's Utilities Division must approve these plans.
4. Submit / upload the (FDEP) Florida Department of Environmental Protection NPDES General Permit for the

proposed storm water discharge from the proposed site construction activities

5. Submit / upload the (FDEP) Florida Department of Environmental Protection (NOI) Notice of Intent for the proposed storm water discharge from the proposed site construction activities.

6. Submit / upload a copy of the (FDEP) Florida Department of Environmental Protection permit or written exemption from this agency for the proposed potable water main and service line connections shown on the civil engineering drawing.

7. Submit / upload a copy the (BCEPGMD) Broward County Environmental Protection and Growth Management Division wastewater collection system license/permit or written exemption from this agency for the proposed construction of the gravity wastewater collection systems shown on the civil engineering plans.

8. Submit / upload a copy the (FDEP) Florida Department of Environmental Protection permit or written exemption from this agency for the proposed construction of the gravity wastewater collection systems shown on the civil engineering plans.

9. Submit / upload a copy of the (BCEPMGD) Broward County Environmental Protection and Growth Management Division Surface Water Management Approval for Construction Dewatering Activities - If dewatering of the water table aquifer is required to facilitate the construction of the proposed utilities.

10. Submit / upload a copy of the (SFWMD) South Florida Water Management District Water Use Individual Permit. - if dewatering of the water table aquifer is required to facilitate the construction of the proposed utilities.

12. Clarify that none of the new proposed On-site drainage is going be connected to any of the existing city drainage system within the city right-of-way.

13. label all the water and sewer pages DETAILS and do the same with the PGD plan sheets.

PLEASE PROVIDE A NARRATIVE RESPONSE TO THESE REVIEW COMMENTS (IF APPLICABLE), SEE MARKUPS (IF REFERENCED) AND CLEARLY SHOW CHANGES ON PLANS USING CLOUDED DETAILS AND DELTA REVISION MARKS AS NECESSARY.

**** Please note - additional review comments may be issued by the City Engineering Division throughout the remainder of the permitting process while the civil engineering plans are being finalized for this project. ****

FIRE DEPARTMENT

Plan Reviewer: Jim Galloway | jim.galloway@copbfl.com

Status: Pending Resubmittal.

Please provide a written response for each of the comments listed below. Include page number that addresses the comment. Include any/all code references supporting changes.

() All electric vehicle access gates will require Knox switch access for fire department access. Gates must have secondary power supply and/or fail in open position.

All New & Existing automatic entry gates installed in either commercial or multi-family communities shall be provided with a Universal Access System as per the Florida Fire Prevention Code Broward County Amendments in section F- 108.9.3. Existing applications may be provided up to one (1) year to complete as approved by the AHJ.

Important Things to Know about Click 2 Enter (C2E)

Operates by using radio frequency technology.

Provides public safety agencies with a quick, safe, secure, and reliable means to activate gates, bollards, doors, or any security access control mechanism.

Compatible with Analog or Digital Radio Transmitters

Enhanced user-programmable latch open feature allows departments to specify gate open periods from one minute on.

Uses regulated 12V to 24V DC @ 500ma Power Supplies

The C2E Transmitter is enclosed in a Nema 4 Box with a Reflective Logo for Identification. The Technical Assistance & Customer Support Number for C2E is 877.939.3800

() All parking structures will be required to be protected by fire sprinklers. Upcoming adopted fire codes require all parking garages to be protected by fire sprinklers, Ordinary Hazard Group 2. Provide location of fire sprinkler connections on civils and FDC location.

() Provide Required Fire Flow Data for each proposed structure (this flow will either be the total flow required for a non-fire sprinklered building or the fire sprinkler/standpipe demands): Fire flow calculations are determined from square footage and construction type of structure. Refer to NFPA 1 chapter 18 for required fire

flow, number/spacing of fire hydrants. Depending on the hydrant flow test results additional fire protection systems or change in construction type maybe required for project (NFPA 1 2018ed chapter 18). This information must be provided at DRC to evaluate current water supply conditions.

() Indoor Radio Propagation Signal Strength Model: This structure may require a Bi-Directional Amplifier system. A qualified BDA designer/installer with local knowledge shall be needed to review this proposed plan. A computer generated “color heat map” showing anticipated unenhanced signal strengths within all areas of the proposed structures shall be required as part of this site plan review. If this computer-generated heat map reveals that there will be insufficient signal strength to support the City’s public safety radio communications network, a Bi-Directional amplifier system will be required. Plans for system will be required at building permit. Structures requiring a BDA system will not be issued a TCO or CO until this system is installed, tested and functional. System must be approved by Broward County: Office of Regional Communications and Technology, 115 S Andrews Av, #325 | Ft Lauderdale, FL 33301, Tel: 954-357-8570 or 954-357-8673 (NFPA 1 chapter 11 section 11.10.1, NFPA 72 chapter 24, Florida Building Code Broward County Amendments Chapter 1, Section 118)

BSO

Plan Reviewer: Anthony Russo | Anthony_Russo@sheriff.org

Status: Authorized.

Reviewer: BSO Deputy Tony Russo for the City of Pompano Beach
Reviewer: BSO Deputy Patrick Noble for the City of Pompano Beach
anthony_russo@sheriff.org
M-(561) 917-4556 (Call, Text & Email; No Voicemail)
patrick_noble@sheriff.org
M-(954) 709-7006 (Call, Text & Email; No Voicemail)
Monday - Thursday; 8 AM - 4 PM

*** ATTENTION IMPORTANT ***

The services of an independent, and highly experienced, qualified and certified Security Crime Prevention/ CPTED Consultant are highly recommended to achieve and maintain objective credible security review integrity, and to expedite processing.

*** DISCLAIMER ***

This safety and security review does not guarantee a crime will never occur; it is an effort to mitigate opportunities for crime and to help avoid any present and future security deficiencies, conflicts, threats, breaches, or liabilities that might occur without any review.

*** ATTENTION IMPORTANT ***

AS PER CODE 155.2407.E.9., AT THE TIME OF PERMIT SUBMITTAL, THE CPTED SECURITY STRENGTHENING DRAWING PLAN AND SEPARATE CPTED SECURITY STRENGTHENING DRAWING PLAN NARRATIVE SHALL BOTH BE SUBMITTED AS PART OF THE REQUIREMENTS FOR PLANNING & ZONING REVIEW AND APPROVAL.

Broward Sheriff’s Office No Trespassing Program

Participation in the BSO No Trespassing Program is required. If this site is already on the program, then additional signage may be necessary along with an updated affidavit signed by authorized personnel. Please consult with the BSO Pompano Beach C.P.T.E.D Advisor regarding placement of the No Trespass Signs.

CRA

Plan Reviewer: Kimberly Vazquez | kimberly.vazquez@copbfl.com

Status: Authorized.

This project is not within the CRA District.

UTILITIES

Plan Reviewer:

Status: Comments not available as of 1/24/2024.

LANDSCAPE REVIEW

Plan Reviewer: Wade Collum | wade.collum@copbfl.com

Status: Pending Resubmittal.

1. Thanks you for the detailed comment response sheet
2. Please remove colors and layering from site plan so that a proper review can be performed as ePlan has a difficult time navigating this type of submittal.
3. Provide a Phase plan for the project with the perimeters, clubhouse and amenities (pickle ball, dog park, pool, mailbox kiosks, etc.) being completed prior to CO Issuance for the first building.
4. Adjust planting details to only show sisal or other biodegradable material attached to trunk of tree.
5. Correct tree protection barricade detail to be the City of Pompano Beach's detail.
6. Provide mechanical equipment screening detail to include but not limited to AC screening.
7. Staff recommends root barriers for areas that may suffer from future root encroachment.
8. Please spec Jap Blues as tree form no shaping on the plant list.
9. Cart path and unusual mini parking area start on site and shift off site and then back on site on the west side of the site. Clarify and correct or remove.
10. Provide evidence of approvals for valet parking with a tandem parking arrangement.
11. Provide all required tree appraisal information for new proposed parking lot on the NE corner across the street.
12. Staff recommends retaining the large Royal palms that have been there forever if viable and plugging in street trees between them.
13. Provide VUA requirements as per 155.5203.D along all sides of this area.
14. Staff recommend increasing all plantings that are abutting residential on the North South and West sides to shield from their view.
15. Provide a superior landscape design for this area as a safeguard.
16. Submit a Tree Appraisal prepared by an ISA Certified Arborist in accordance with Rule 14-40.030 of the Florida Administrative Code as amended, for all trees and palms that are specimen size , and DBH for caliper for all non-specimen trees, that assigns each existing tree a number; that specifies the common and botanical name for each existing tree; describes the overall size and caliper of each existing tree; evaluates the health condition of each existing tree; identifies the status of each existing tree (whether the tree is to be protected in place, be relocated, or be removed); and provides a dollar value for each existing tree included on the tree survey in accordance with Code Section 155.2411, and Part 5.
17. Provide methodology for tree appraisal as all values appear to be low. All trees are to be appraised based on the Rule 14-40.030, Florida Administrative Code, provide worksheets for all the trees appraised.
18. Provide the dollar value for specimen trees, height on palms, and DBH of all non-specimen trees removed vs. the dollar value, palm height, and caliper of trees replaced.
19. As per 155.5204.E.b.i-iv; Mitigation is to be above and beyond required plantings. It is unclear how the dollar value and dbh to caliper calculation is being derived. Correct clarify please
20. As per 155.5203.D.4., a landscaped island shall be provided at each end of every row of parking spaces and per every 10 spaces. Landscape parking islands are to be a minimum 8' wide and contain trees, sod and irrigation. At entrance
21. As per 155.5203.B.2.g.ii. a minimum area for planting a tree shall be 120 square feet, with a minimum dimension of eight feet. At entrance
22. Shift location of walkways and pathways to outside of tree location requirements for landscape end islands, trees should be adjacent to the last stall, please flip sidewalk locations. Please provide sheet number
23. Provide approvals from Broward County Surface Water Management for filling in the pond / retention area.
24. Correct data table showing how the site is meeting the requirements of 155.5203. C Minimum Site Development Landscaping. Sq. footage does not match site plan and seems like the 7 should be a 2.
25. As per 155.5203.B.2.ii. Based on the height of the building half of all required canopy trees are to be 16' tall and palms to be 22' OA, please adjust. Please create a column in the data table for this.

26. Show how requirements from 155.5203.D.5 VUA Landscaping are being met. Provide a minimum of 8' and up to 24' of landscape areas between a vehicular use area and an abutting building. Provide what is required vs. what is going to be proposed as to a superior landscape design. For the Golf Clubhouse, Golf cart storage, and Accessory structure.
27. As per 155.5203.D.5 VUA in part, the Development Services Director may grant modifications to the required landscaping between vehicular use areas and buildings for development that provide at least 50% of the required width, subject to providing superior landscape design that includes a minimum of trees or palms as follows within the subject area and must include one or more of the following elements: Residential Clubhouse and Gym. Please verify that the superior landscaping is per the below.
- Palms must be provided in multiples (doubles or triples);
 - If palms and trees are combined, one row of shrubs can be provided;
 - If palms or trees are provided, shrubs must be included in layering or height tiering with a minimum of 2 layers or tiers;
 - If trees are provided, design must include a minimum of 2 species;
 - Trees or palms must be a minimum of 14 feet in height;
 - Layered or height tiered shrubs are provided in variety with a minimum of two (2) species;
 - Suspended pavements systems are provided for the adjacent vehicular use area.
28. As per 155.5401.C. remove light poles from required VUA areas, perimeter landscaping strips, landscaped islands in parking bays, landscaped areas between parking bays, and landscaping between vehicular use areas and buildings. Please provide Radii. Light poles continue to interfere with required tree plantings
29. No exterior lighting fixtures shall be located in any landscaped planting areas required in and around vehicular uses areas in accordance with Section 155.5401.C, Vehicular Use Area Landscaping (e.g., perimeter landscaping strips, landscaped islands in parking bays, landscaped areas between parking bays, and landscaping between vehicular use areas and buildings).
30. Show radii for light poles.
31. As per 155.5203.D.4. VUA provide an 8' wide landscape area with a continuous hedge and 1 large canopy tree per 40' between abutting parking rows. Replace proposed palms with large canopy trees, palms do not qualify.
32. As per 155.5102.C.9; provide continuous curbing around all VUA area to prohibit vehicular encroachment into required landscaping. Golf cart parking and cart path.
33. As per 155.5204.F.3.d; All underground utility lines shall be routed around the tree protection area where possible. If this is not possible, a tunnel made by a power-driven soil auger may be used under the tree.
34. Provide Street Trees at 1:40' as per 155.5203.G.2.c. Please consider proposing all like species and maybe book end with row and corners with something flowering. Missing 5 on south side.
35. Provide a cross section detail of the proposed building footers / slab as it appears that it will encroach into the required foundation landscaping soil space at the footers of the building. Provide drawings and verification of the use of monolithic slabs as it relates to these areas. Golf Clubhouse and Accessory building. It appears that the concrete slab will interfere with required foundation plantings, please clarify
36. There are proposed utilities in required landscape areas, relocate and correct. There are still a lot of utilities and FDC's proposed in landscape islands, remove, correct. Not corrected
37. Provide two large canopy trees in large corner islands or make sure that the Delonix is being shown in each of these. If not Delonix than two Oak trees will be required
38. As per 155.5203.B.5.a thru e: Provide a scaled Irrigation Plan illustrating a rust free, automatic underground irrigation system installed in accordance with requirements of the Building Code, include a rain-sensing cutoff device, providing 100% coverage with 50% overlap, and reuse water wherever practicable and available.
39. Bubblers will be provided for all new and relocated trees and palms.
40. As per 155.5204.D.4., tree relocation activities must post a bond to insure the survival of trees designated for relocation. This bond shall be in addition to any other bond that may be required by any other entities. Determination of the bond amount shall be based from the dollar value given for each at time of permitting.
41. Please provide specifications and directives by a Registered Consulting Arborist prescribing timelines, watering, root pruning procedure and rootball size for all relocation proposed if any.
42. Provide a note that a Notarized Certificate of Variety for the Medjool species for this site, this will be required at time of inspection.
43. Jap blues at 12' tall and note tree form and note no shearing.
44. Provide a note on the plans specifying that all hedges abutting City Rights of way are maintained at a height no greater than 24". It is staff's recommendation that all trees VUA perimeter trees be 14' OA to create a largest CPTED clear line of sight from roadway.
45. As per 155.5204.F. No development, work, or demo activity shall be allowed within the dripline of a tree or

tree protection area.

46. Provide a note on the plan describing fines and penalties for encroachment into the critical root zones and within the tree protection zone for existing trees to be protected and preserved.

47. For example; Penalties would be incurred by the contractor for damages to the existing trees on site from the contractor, the subcontractors, or employees. Any encroachment within the tree protection zone, failure to maintain the tree protection zone, or any damage to the tree(s) or critical root zones will result in mitigation. The cause of damages would include, but not be limited to, storage of materials, placing fill or debris, disposal of paint or solvents, parking of machines under trees or tree protection zone encroachment. An example of this would be; Violations of this will result in a fine of \$1000.00 for the first offense, \$1500.00 for the second, and \$2000.00 for the third, etc. If physical damage is done to the tree, an appraisal of the damages and related fees will be determined by an ASCA Registered Consulting Arborist, and be based on all, or a percentage of, the established value assigned to the tree.

48. Please provide a staggered grouping of palms at the street facing corners to soften the building and create sense of scale as it pertains to the pedestrian realm.

49. Provide a note stating; All trees designated as single trunk shall have a single, relatively straight, dominant leader, proper structural branching and even branch distribution. Trees with bark inclusion, tipped branches, and co-dominant trunks will not be accepted. Trees with girdling, intact leader circling and/or plunging roots will be rejected.

50. Show Zoning district lines on the LP and update calculations for the PR Zoning district on the Clubhouse areas.

51. Provide a note on plan that a Pre-Construction meeting with Urban Forestry is required before any work is performed onsite. where there is tree protection and/or plant material is installed on site.

52. Provide a note that all road rock, concrete, asphalt and other non-natural material be removed from all planting areas prior to landscape installation and be replaced with planting soil prior to landscape installation.

53. Additional comments may be rendered a time of resubmittal.

54. All tree work will require permitting by a registered Broward County Tree Trimmer.

55. Provide a comment response sheet as to specifically how comments have been addressed at time of resubmittal.

ZONING

Plan Reviewer: Pamela Stanton | pamela.stanton@copbfl.com

Status: Pending Resubmittal.

Previous Zoning comments partially addressed or not addressed:

1. Previous comment remains. A/C Units are not allowed in front of the buildings, pursuant to **Section 155.4302.B.2.g**. The A/C units were found on sheets LP-20 and LP-21. Revise the plans to remove the A/C units from the front of the buildings. Show the A/C units on the site plan and on the landscape plan. NEW: The response states that all A/C units will be located on Building roofs. Provide roof plans for all buildings showing how A/C units can be located on pitched roofs. (Roof plans are required as part of the Major Site Plan application submittal.)
2. Previous comment remains. The maximum allowable number of parking spaces for commercial uses cannot exceed 125 percent of the minimum number of parking spaces required, pursuant to **Section 155.5102.D.5**. NEW: The response states that the golf clubhouse is at 113% of the minimum requirement. However, the parking calculations on the Site Data table for the golf clubhouse indicate 77 spaces required and 155 spaces provided which equates to 200% of the minimum number of spaces required. Parking alternatives such as a parking study and other alternatives can be found in Section 155.5102.J, if it is found to not be practicable to meet the minimum or maximum parking requirements.
3. Previous comment remains. The site plan shows a fence around the Pool Area. Provide a detail of the fence and label on the site plan, with proposed height. NEW: The responses states that a fence detail can be found on SP-1. However, a detail was not found on sheet SP-1. Provide details for all fence types on the project site.
4. Previous comment remains. The primary entrance of multifamily residential building cannot face a parking lot, pursuant to **Section 155.5601.1.b**. Buildings 2 and 3 do not comply. NEW: The response states

“Where applicable,...”. The regulation is applicable to all buildings. The primary entrance of Building #2 faces a parking lot.

5. Previous comment remains. Off-street surface parking located beside a building shall not occupy more than 25 percent of the parcel's street frontage, pursuant to **Section 155.5601.C.7.c**. Associated driving areas shall be included as part of such off-street surface parking. Address this issue for W. Palm Aire Dr. and Oaks Clubhouse Dr. NEW: The intent of Section 155.5601.C.7.c is for EACH street frontage for individual parcels to not be occupied by surface parking for more than 25% of that frontage. The percentage of street frontage on W Palm Aire Dr that is occupied by surface parking is 0%. Provide calculations for the street frontage on Oaks Clubhouse Dr that is occupied by surface parking for the Residential Parcel, as it appears to exceed the maximum allowable 25%.
6. Previous comment was partially addressed. Provide a black and white drawing of the Golf Clubhouse Elevations, with colors, finishes and materials keyed to the drawings. NEW: The black and white elevation sheet is inconsistent with the color elevations for the golf clubhouse. Show the Clubhouse Service Level on ALL elevation sheets for the golf clubhouse, so that the drawings are consistent.
7. Previous comment needs clarification to the response. Identify and label the outdoor seating/dining area on the site plan. NEW: Identify the individual elements in the area labeled “outdoor seating area.” Also, clarify whether the area labeled “outdoor terrace 2,500 SF” will include outdoor seating or seating for the clubhouse restaurant.
8. Previous comment remains. Provide a grading plan. NEW: The response states that a Grading Plan is included with this resubmittal. However, a Grading Plan was not found. Please clarify on which sheet the Grading Plan can be reviewed.
9. Previous comment remains. On the Paving and Drainage Plan, label the surface materials (asphalt, concrete, pavers, etc.). NEW: Include ALL areas such as but not limited to the residential pool deck, sport court, golf cart path, etc.

New Zoning comments:

10. The Site Data table for the Residential Parcel indicates 325 units. Address this issue.
11. The Site Data table for the Golf Clubhouse Parcel indicates lot coverage of 18.3% which exceeds the maximum allowable lot coverage of 10%. Address this issue.
12. Sidewalks must be a minimum of 5 feet wide in residential Zoning Districts and 7 feet wide in commercial Zoning Districts, excluding the two-foot vehicular overhang. The commercial sidewalk width regulation is applicable in the PR Zoning District for the Golf Clubhouse portion of the development. A dimension on the site plan shows a 6-foot sidewalk including the vehicular overhang in the residential portion and a 5-foot sidewalk in the Golf Clubhouse portion of the development. Revise the plans to provide residential sidewalks at least 5 feet in width not including the vehicular overhang (at least 7 feet in width overall, including the vehicular overhang), and 7-foot sidewalks for the Golf Clubhouse portion of the development.
13. Facades of multifamily residential development facing a public street must incorporate wall offsets, in the form of projections or recesses, spaced no more than 30 feet apart. Wall offsets must be a minimum of two feet deep or projecting a minimum of two feet, pursuant to Section 155.5601.C.3.a. Revise the Residential Clubhouse and the Gym buildings, both included in the multifamily residential development.
14. The Golf Club Accessory Structure must comply with the fenestration and transparency requirements of Section 155.5602.C.7, Fenestration/Transparency. Provide figures on sheet GCA-2.1 for the area and percentage of the street-facing façade that is occupied by windows or doorways. At least 30 percent of the street-facing facade area of the ground-level floor of buildings (as measured from the grade to the underside of the eave, top of the parapet, or the story line denoting the second floor) shall be occupied by windows or doorways. All ground-level windows on street-facing facades shall be transparent. Provide a specification with the reflectance level and light transmittance value for the glass.
15. The elevation sheets indicate that there are two types of Building Type 1 and three types of Building Type 2. Indicate on the site plan the specific building type for each of the five buildings.

16. Add the trellis material and color to the Color Scheme Key on sheet GCA-2.1 for the Golf Club Accessory Structure.
 17. Verify the type of roof tile that is proposed for the buildings. The Color Scheme Keys on the elevation sheets list flat tile, but the elevation drawings show barrel tile. Various elevations include call-outs for barrel tile.
 18. The dog park fence appears to be approximately 5 feet from the perimeter fence which will create a relatively unusable space. Consider eliminating the fence segment running parallel to the perimeter fence and connecting the dog park fence to the perimeter fence, or relocating the dog park to an interior area of the Residential Parcel. Be advised that the fence height cannot exceed 4 feet at the location shown on the site plan.
 19. The site plan shows multiple conflicts between light poles and trees that will be preserved in their existing locations. Revise the photometric plan to provide sufficient clearance for the canopy size of each preserved tree.
 20. Consider adding bike racks near the entrance to the Residential Clubhouse and Pool.
 21. Label all elements on the site plan including but not limited to the type of outdoor sport court, outdoor features, fountains, etc.
 22. Please have the site plan signed and sealed
- Zoning comments to remain as conditions of approval (unless sufficiently addressed prior to site plan approval):
23. The final configuration of the individual parcels that would be created as a result of this project must be coordinated and established in Broward County records prior to permit approval.
 24. The Flex application (PZ#23-05000007) must be approved in order for the Major Site Plan application to obtain approval for the proposed 270 units.
 25. Provide a copy of the final Plat prior to permit approval.
 26. Address issues related to existing utility easements.
 27. Multiple agreements and legal documents will be needed for the project prior to permit approval including, but not limited to a cross-access agreement between Parcel A and Parcel B, a unification document for the Golf Clubhouse Parcel and the Golf Course itself, a legal document for the golf cart path to traverse the Residential Parcel, a valet parking agreement (unless the remote parking lot and tandem parking is removed from the project), a 30-year declaration of restrictive covenants for the 39 affordable units.

ENVIRONMENTAL SERVICES/SOLID WASTE

Plan Reviewer: Beth Dubow | beth.dubow@copbfl.com <<mailto:beth.dubow@copbfl.com>>

Status: Pending Resubmittal.

1. The staging areas must be accessible for a garbage truck, preferably with 40 feet of straight access for a truck to collect from the staging areas. Additional labor will be required where this is not provided and may result in higher service charges for garbage collection.
2. Since the garbage will be rolled out for collection, only 4-yard containers or smaller need to be used for this site.
3. The staging area for Building 5 is too far away from the clubhouse/pool/gym. Please provide the amenities building with its own staging area and storage for a 2-4yd dumpster.
4. Provide straight and direct paths from all trash rooms to its assigned staging area.
5. Provide a circulation plan that shows all the turning radii MEASURED IN FEET (not auto-turn) along the path a garbage truck would need in order to provide service to all buildings on this site. Minimum inside radii are 35 feet; minimum outside radii are 50 feet.

NOTE: Recycling collection is not required, but it is highly encouraged. Commercial recycling collection

service may be obtained from a recovered materials hauler. Rental apartments are considered commercial use as it pertains to garbage/recycling collection.

NOTE: As stated in the Pompano Beach Code of Ordinances, Chapter 96, including Section 96.12(D)(1), all construction and demolition debris removal is the responsibility of the owner. All solid waste generated within the geographic boundaries of Pompano Beach shall be collected by the franchise collector (Coastal Waste and Recycling at the time of this writing) and disposed of as directed by the city disposal agreement. All materials shall be generated from the property on which the materials are placed for removal. Information regarding container size and hauling costs may be found in Chapter 96, Section 96.13.

NOTE: Additional comments may be necessary based upon revisions, additional plans and/or documents. Contact Beth Dubow at 954-545-7047 or beth.dubow@copbfl.com should you have any questions or concerns regarding this review.

BUILDING DIVISION

Plan Reviewer: James DeMars | james.demars@copbfl.com

Status: Authorized with Conditions.

Advisory Comments

A preliminary examination of the documents has been performed; additional comments may apply when completed plans and/or specifications have been submitted for permitting to the building department. Buildings shall comply with all local, state and federal codes in effect at time of application, including FEMA Floodplain, NPDES and HVHZ regulations.

FBC_BCA 105.2.3 Public service agencies/other approvals. The building official shall require that the laws, rules and regulations of any other regulatory AHJ, and where such laws, rules and regulations are applicable and are known to the building official, shall be satisfied before a permit shall be issued. The building official shall require such evidence, as in his or her opinion is reasonable, to show such other approvals.

City Ordinance 53.16(A)(1) Construction sites and construction activities. construction sites and operations shall be required to maintain during and after all construction, development excavation or alteration operations, structural and non-structural best management practices with the intent to reduce pollutants and sediment in stormwater runoff.

City Ordinance 152.06(A): If applicable, contractor shall provide temporary screened fence complying with City Ordinance 152.06(B) through 152.06(G).

FBC 3306.1 Pedestrians shall be protected during construction, remodeling and demolition activities as required by this Chapter and Table 3306.1. Signs shall be provided to direct pedestrian traffic.

City Ordinance 152.25(A) Site plans and construction documents, Information for development in areas with base flood elevations. The site plan or construction documents for any development subject to the requirements of the floodplain regulations shall be drawn to scale and shall include, as applicable to the proposed development all sections from: City Ordinance 152.25 (A)(1) thru City Ordinance 152.25 (A)(7). Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development, etc. residential buildings shall comply with City Ordinance 152.29(C)(1)(A).

FHA Title VIII of the Civil Rights Act of 1968, commonly known as the Fair Housing Act, prohibits discrimination in the sale, rental, and financing of dwellings based on race, color, religion, sex, and national origin. In 1988, Congress passed the Fair Housing Amendments Act. The Amendments expand coverage of Title VIII to prohibit discriminatory housing practices based on disability and familial status. Now it is unlawful to deny the rental or sale of a dwelling unit to a person because that person has a disability.

FBC A201.1 This code establishes standards for accessibility to places of public accommodation and commercial facilities by individuals with disabilities. All new or altered public buildings and facilities, private

buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with 2020 FBC Accessibility.

FBC A221.1.1 Florida vertical accessibility. Nothing in this code relieves the owner of any building, structure, or facility governed by this code from the duty to provide vertical accessibility to all levels above and below the occupiable grade level, regardless of whether the ADA standards for accessible design require an elevator to be installed in such building, structure or facility.

FBC A206.2.1 Site arrival points. At least one accessible route shall be provided within the site from accessible parking spaces complying with FBC A502 and accessible passenger loading zones complying with FBC A209; public streets and sidewalks; and public transportation stops to the accessible building or facility entrance they serve.

FBC_BCA 107.3.4.0.6 Compliance with the specific minimum requirements of this code shall not be in itself deemed sufficient to assure that a building or structure complies with all of the requirements of this code. It is the responsibility of the architect and/or engineer of record for the building, structure or facility to determine through rational analysis what design requirements are necessary to comply with 2020 FBC.

1. FBC_BCA 107.1 As per the building official, separate building applications will be required for erosion control, site work, temporary fences, monumental signage and miscellaneous site structures.
2. FBC [F] 903.2 The enforcing agency will require that all provisions for an approved automatic sprinkler systems in new buildings and structures be provided in the locations described in sections 903.2.1 through 903.2.12 if applicable.
3. FBC 701.1 The enforcing agency will require that the provisions of this chapter, governing the materials, systems and assemblies used for structural fire resistance and fire-resistance-rated construction separation of adjacent spaces to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings, comply with this section of the code.
4. FBC 703.2 Fire-resistance ratings. Where materials, systems or devices that have not been tested as part of a fire-resistance-rated assembly are incorporated into the building element, component or assembly, sufficient data shall be made available to the building official to show that the required fire-resistance rating is not reduced. Materials and methods of construction used to protect joints and penetrations in fire-resistance-rated building elements, components or assemblies shall not reduce the required fire-resistance rating.
5. FBC 1003.1 The enforcing agency will require that all general requirements specified in sections 1003 through 1013, applicable to all three elements of the means of egress system, in addition to those specific requirements for the exit access, the exit and the exit discharge, comply with this section of the code.
6. FBC 1029.1 In addition to the means of egress required by this chapter, provisions shall be made for emergency escape and rescue openings in Group R-2 Occupancies in accordance with Tables 1021.2(1) and 1021.2(2) and Group R-3 Occupancies. Basements and sleeping rooms below the fourth story above grade plane shall have at least one exterior emergency escape and rescue opening in accordance with this section.
7. FBC_BCA 107.1.1 The enforcing agency will require a life safety plan illustrating the floor area with proposed alterations with each room labeled. indicate construction type, fire rated walls, occupancy type: (current and proposed), occupancy load, means of egress, common path/travel distance/dead end corridor limits, accessibility accommodations including areas of refuge if applicable, emergency lighting, exits/exit signage, fire extinguishers, smoke alarms, fire suppression system and pull stations if applicable. Also provide tested design from accepted agency for rated walls and penetration details.
8. FBC_BCA 107.3.5.6 The enforcing agency will require product approvals be reviewed and approved by the building designer prior to submittal to verify that such products comply with the design specifications. Reviewed and approved product approvals shall then become part of the plans and/or specifications. Product approval shall be filed with the building official for review and approval prior to installation.
9. FBC_BCA 107.3.5.2 The enforcing agency will require that all shop drawings, (i.e. components attached to

building structure, trusses/joists, window walls, railings, awnings, chutes...etc.), necessary to show compliance with applicable codes; shall be approved by the architect or professional engineer and submitted to the building official prior to installation.

10. F.S. 481.221(2) The enforcing agency will require digital signature panel to be active on all documents submitted for review to authenticate the serial number matches the submitted ESA. F.A.C. 61g1-16.005 Each sheet is required to be digitally or electronically signed, and bear the impress seal of, an architect or engineer (FBC_BCA 107.3.4.0.1).

11. FBC_BCA 107.3.4.0.8 All plans and/or specifications prepared by an architect or an engineer pursuant to the requirements of this code shall be hand signed, dated and sealed.

12. FBC_BCA 110.10.1 The enforcing agency will require a special inspector for various components of the building as determined by the building official. Building dept. will require special inspector form be completed and submitted for approval.

13. FBC_BCA 110.7 For threshold buildings, shoring and associated formwork or false work shall be designed and inspected by an engineer, employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.

14. FBC_BCA 110.8.1 The enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building.

15. FBC 1512.3.1 The enforcing agency will require that all new roofing construction, including recovering and reroofing, repair or maintenance shall have A HVHZ uniform roofing permit application, as established by the authority having jurisdiction, completed and executed by a licensed contractor.

Fbc 1512.3.2 The uniform roofing permit shall include calculations in accordance With Chapter 16 (High-Velocity Hurricane Zones) of this code, unless the roofing assembly is less than the height/pressure threshold allowed in the applicable protocols herein.

16. FBC A208.2 Minimum number. Parking spaces complying with 502 shall be provided in accordance with table 208.2 except as required by 208.2.1, 208.2.2, and 208.2.3. Where more than one parking facility is provided on a site, the number of accessible spaces provided on the site shall be calculated according to the number of spaces required for each parking facility.

17. FBC A208.2.3.3 Parking for guests, employees, and other non-residents. Where parking spaces are provided for persons other than residents, parking shall be provided in accordance with table 208.2.

18. FBC A502.6 The enforcing agency will require parking space identification comply with the following code: signs shall include the international symbol of accessibility complying with FBC A703.7.2.1. Signs identifying van parking spaces when required By FBC A502.2 shall contain the designation "Van Accessible." Reference Engineering Standard 300-5.

19. If Applicable, FBC R802.1.7.1 [IRC R802.10.1] Truss design drawings, prepared in conformance with section R802.1.7.1, shall be provided to the building official and approved prior to installation.

20. FBC 3303.5 Water Accumulation. The enforcing agency will require provisions be made to prevent the accumulation of water or damage to any foundations on the premises or the adjoining property.

21. 1804.4 Site Grading. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than one unit vertical in 20 units horizontal (5-percent slope) for a minimum distance of 10 feet measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet of horizontal distance, a 5-percent slope shall be provided to an approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped a minimum of 2 percent where located within 10 feet of the building foundation. Impervious surfaces within 10 feet of the building foundation shall be sloped a minimum of 2 percent away from the building.

22. FBC_BCA 110.13.2.1 It shall be the joint responsibility of any owner of real property upon which construction is occurring, and any contractor responsible for said construction, to ensure that all road rights-of-way remain free at all times of all construction waste and trash resulting from such construction, and that all waste and trash resulting from the construction are contained on the real property upon which the construction occurs.

23. FBC_BCA 109.3 Building Permit Valuations. The applicant for a permit shall provide an estimated permit value at a time of application. Permit valuations, shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems.

24. FBC_BCA 110.8.5.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and chapter 633, Florida Statutes.

PLEASE NOTE: Applications that require resubmission to the DRC have 45 days from the time of original DRC meeting in which to resubmit. Applications that fail to be resubmitted before the completion of these 45 days, or fail to receive a time extension from the Development Services Director, shall be considered withdrawn (§155.2304.B).