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Return to: (enclose self-addressed stamped envelope)

Name:

Scott Backman, Esq.

Address:

Dunay, Miskel & Backman,LLP 14 S.E. 4<sup>th</sup> Street, Ste. 36 Boca Raton, Florida 33432

This Instrument Prepared by:

Scott Backman, Esq.
Dunay, Miskel & Backman, LLP
14 S.E. 4<sup>th</sup> Street, Ste. 36
Boca Raton, Florida 33432

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## AMENDED & RESTATED DEVELOPMENT AGREEMENT

#### WITNESSETH:

WHEREAS, Developer is the fee simple owner of approximately 285 acres, comprised of several non-contiguous parcels, legally described on the attached **Exhibit "A"** (the "Property"); and

WHEREAS, Pulte is the contract purchaser of the Residential Parcels, legally described on

the attached Exhibit "B" (the "Residential Parcels"); and

WHEREAS, the Property is located within the City limits; and

WHEREAS, the Property is governed by the City Comprehensive Land Use Plan and City Code of Ordinances including the Land Development Regulations ("LDR") existing as of the Effective Date of this Agreement; and

WHEREAS, the Parties recognize the benefits of public/private cooperation and are desirous of finalizing a development agreement which outlines a plan for permitting and development of the Property; and

WHEREAS, this Agreement is the culmination of negotiations and mutual understandings held by the Parties, and the Parties wish to establish by agreement the terms under which the Property may be developed; and

WHEREAS, the City held two public hearings on December 14, 2016 and January 11, 2017 prior to entering into this Agreement, both of which were properly noticed by publication in the news-press and by mailed notice to the affected property owners in accordance with Section 163.3225(2), Florida Statutes.

NOW, THEREFORE, for and in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. <u>Recitals</u>. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.
- 2. <u>Purpose</u>. The purpose of this Agreement is to set forth the procedures, rights and obligations of the Parties with regard to the development of the Property consistent with the Comprehensive Land Use Plan and Code of Ordinances and to detail the requirements, commitments, and vested rights for developing the Property.

- Authority. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 166, Florida Statutes), the Florida Local Government Development Agreement Act ("Act"), Sections 163.3220 through 163.3243, Florida Statutes, and the City's Charter. Accordingly, the development of the Property shall not be subject to any new LDR regulations or codes, including any and all laws, rules and regulations pertaining to the use and development of land, except under certain conditions set forth in the applicable provisions of the Act.
- 4. Permitted Land Uses. Developer shall develop the Property with the following uses: (i) up to One Hundred Fifty-Two (152) single-family residential units not to exceed a maximum of two (2) stories; (ii) Twenty Seven (27) holes of golf and a public or private country club building not to exceed Forty (40) feet in height; (iii) public and private bodies of water; (iv) up to 28,000 square feet of commercial use, not to exceed Forty (40) feet in height, on approximately Four and One Half (4.5) acres of land; and (v) other uses consistent and compatible with the Property's land use and zoning designations as may be permitted by the City (collectively the "Proposed Development").
- Development Applications. Developer previously submitted applications to the City for a portion of the Property comprised of several non-contiguous parcels legally described and shown on the sketches attached hereto and made a part hereof as **Exhibit "B"** ("Residential Parcels") and as **Exhibit "C"** ("Commercial Parcel"). On June 25, 2014, the City approved a large scale Future Land Use Map Amendment to change the land use on the parcels from Commercial Recreation (CR) to Low Residential (R-1) for the Residential Parcels, and to Commercial (C) for the Commercial Parcel and rezoned the Residential Parcels from Recreational (S-1) to Single Family Residential (R-1), and the Commercial Parcel from Recreational (S-1) to Planned

Community Business District (B-2), to allow up to 152 residential dwelling units consistent with the uses and densities permitted in the R-1 district, and up to 28,000 square feet for commercial space consistent with the uses and intensities permitted in the B-2 district, with the exception of gas stations, which shall be prohibited. Developer was also required to submit site plan applications for the Residential Parcels prior to issuance of any vertical building permits or commencement of construction, which were submitted by Pulte on June 21, 2016. The Future Land Use Plan Amendment, Rezoning and Residential Site Plan applications are collectively referred to herein as the "Applications". The date that is Thirty (30) calendar days ("Appeal Period") following the final and formal approval of the Applications, and the subsequent expiration of the Appeal Period, shall hereinafter be referred to as the "Approval Date."

- 6. <u>Master Plan</u>. A copy of the conceptual master plan detailing the proposed development for the Property ("Master Plan") is attached hereto and made a part hereof as **Exhibit** "D".
- 7. Waterway Conveyance. A portion of the Property consists of certain waterways which were previously dedicated to the City by plat when the Property was initially developed ("Waterway Areas"). The Master Plan contemplates filling in portions of the Waterway Areas for development of the Residential Parcels and Commercial Parcel and new waterway areas shall be constructed at the sole cost and expense of the Developer in other portions of the Property ("New Waterway Areas"). Sketch and legal descriptions of the locations of the Waterway Areas and anticipated New Waterway Areas are attached hereto as **Exhibit "E"**. As built surveys of the New Waterway Areas, as modified through the site planning, platting and permitting process, will be prepared and provided to the City upon completion of the New Waterway Areas. Within thirty (30) days from approval of the Applications by the City Commission, the City shall commence the process necessary to convey the Waterway Areas to Developer or Pulte, as applicable, subject to

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the City's compliance with the Charter, the Code of Ordinances of the City and State Statute. Developer or Pulte, as applicable, shall convey the New Waterway Areas to the City as they are completed and certified during development of the Residential Parcels and Commercial Parcel, to occur no later than issuance of the first Certificate of Occupancy for a residential unit within the first phase of residential development.

- 8. Golf Course. Developer recorded the "Consolidated Covenant", as defined herein, in Official Records Book 51017, Pages 719 through 814 of the Public Records of Broward County, in order to restrict that portion of the Property legally described and shown on the sketch attached hereto and made a part hereof as Exhibit "F" (the "Golf Course Parcel") for Fifty (50) years following the date of execution by the City of the Consolidated Covenant for use as twenty seven (27) holes of golf with related amenities and operations. The related amenities and operations to be located on the Golf Course Parcel may include, but shall not be limited to, a clubhouse, pro shop, locker room, fitness facility, swimming pools, cabanas, liquor, beer and wine bar facilities, banquet and dining room facilities, parking, tennis courts, driving/aqua range (no netting permitted), putting greens, practice facilities, cart barn, maintenance shed and other areas necessary to sustain the Golf Course Parcel and all other uses incidental thereto (the "Golf Course Amenities"). During such Fifty (50) year period, Developer, and/or its successors or assignees, will own, operate and maintain the Golf Course Parcel for use as a golf course with Golf Course Amenities or for other open space recreational purposes. Developer shall bear full responsibility for the Golf Course Parcel and related obligations as stated in this Section 8 and such obligations are not intended to impart any liability or obligation onto Pulte or the City.
- 9. <u>Improvements and Maintenance.</u> Developer shall coordinate and bear the cost of all improvements and upgrades for the additional nine (9) hole golf course, to be incorporated into the Golf Course Parcel and developed on portions of the former Pines Golf

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Course ("the New Pines Course"), and ensure that it will operate and be maintained under the playing conditions established herein. Specifically, Developer voluntary covenants and agrees to spend no less than \$4,750,000.00 combined over a five (5) year period for the construction and maintenance of the New Pines Course and other portions of the Golf Course Parcel, as more specifically set forth herein ("Minimum Improvement and Maintenance Contribution"). The Minimum Improvement and Maintenance Contribution shall consist of (i) no less than \$750,000.00 in improvements and upgrades to the New Pines Course, which shall include but not limited to a new driving/aqua range (no netting permitted), new practice areas, a new mature tree planting program, renovation of sand traps, relocation of certain tee boxes and/or waterways, extensive landscaping, addition of strategically placed coquina waste areas and cart paths and other overall beautification efforts in accordance with the Greenway Improvement Standards attached hereto as Exhibit "G" (the "Golf Course Improvements"), as well as a new maintenance area (the Golf Course Improvements and the new maintenance area collectively referred to herein as the "Golf Course Upgrades"); and (ii) approximately \$800,000.00 annually for maintenance of the Golf Course Parcel, inclusive of the Golf Course Upgrades, ("Golf Course Maintenance"). The Golf Course Parcel shall be irrigated and regularly maintained in a manicured and playable condition in accordance with the Greenway Maintenance Standards attached hereto as Exhibit "H". Said Golf Course Upgrades shall be constructed and designed in conjunction with the proposed Master Plan development. In the event the City Commission approves the site plan for the Golf Course Upgrades prior to March 1st, 2017, then Developer shall agree to substantially complete the Golf Course Upgrades no later than Twelve (12) months from the Approvals Date (the "Golf Course Upgrade Construction Period"). Developer shall submit applications to the City for all necessary land development and building permits for the construction of all facilities provided in the Golf Course Upgrades site plan in accordance with Chapter 10, Section 10-2(c)(9) of the City Code of Ordinances. Notwithstanding, the Golf Course Upgrade Construction Period shall be extended on a day for day basis for any and all time periods during which any land development and building permits related to the Golf Course Upgrades are being reviewed by the City, Broward County or other applicable governmental or regulatory agencies. This tolling period is intended to provide Developer with a full twelve (12) month period to perform all work associated with the Golf Course Upgrades notwithstanding any delays during review and issuance of all related site work and building permits following the Approval Date.

The Developer further covenants and agrees to bear the full cost of the City's Golf Course Consultant up to a maximum of \$7,200, which reflects the total cost of the City's contract with Beebe & Associates, who was retained by the City to conduct a peer review of Developer's Golf Course Upgrades masterplan. For purposes of this Paragraph 9, substantially completed shall mean the New Pines Course is sufficiently complete so that it may be occupied or used for its intended purpose, which includes, but shall not be limited to installation of cart paths, sand installed in bunkers, functioning irrigation, installation of mature tree planting program, maintenance building, buffer wall construction and planting of all new grass. Developer bears sole responsibility for completing the Golf Course Upgrades and the terms contained within this Section 9 are not intended to impart any liability or obligation onto the City or Pulte. As further assurances guaranteeing construction and completion of the Golf Course Upgrades, City may withhold issuance of building permits for the vertical construction of homes within the Residential Parcels until Developer commences construction of the Golf Course Upgrades. Prior to the issuance of a building permit for the Golf Course Upgrades or the New Maintenance Building, Developer shall provide to City evidence of a written agreement between Developer and a general contractor or golf course general contractor establishing such contractors oversight for construction and completion of the Golf Course Upgrades. In the event that the contract between

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Developer and such supervising general contractor is terminated for any reason prior to substantial completion of the Golf Course Upgrades, then Developer agrees to replace the terminated supervising general contractor with a new Florida licensed general contractor to supervise completion of the Golf Course Upgrades within Thirty (30) days. As an additional assurance, within Three (3) days of Pulte consummating the closing on its acquisition of the Residential Parcels from Developer, a portion of the closing proceeds equal to One Hundred (100%) percent of the itemized cost estimate of the Golf Course Improvements, plus an additional Two Hundred Fifty Thousand (\$250,000.00) dollars shall be deposited in escrow (the 100% of the itemized cost of the Golf Course Improvements and the additional Two Hundred Fifty Thousand (\$250,000.00) dollars collectively shall be referred to herein as the "Escrowed Funds") with an attorney licensed by and in good standing with the Florida Bar ("Escrow Agent"). The itemized cost estimate establishing the amount for the Escrowed Funds shall be prepared and certified by a professional (i.e., engineer, landscaping architect, general contractor, etc.) licensed in the State of Florida. Developer further covenants and agrees to bear the full cost of the City's Golf Course Consultant, who will be retained by the City to review and validate the itemized cost estimate of the Golf Course Improvements. The City acknowledges that written estimates from a Florida licensed contractor, and/or written estimates or bids from arm's length third party vendors who are in the business of supplying such materials being used for construction of the Golf Course Improvements, shall be deemed sufficient evidence to validate the itemized cost estimates. Escrow Agent shall furnish City with written documentation confirming that the Escrowed Funds have been received by Escrow Agent. City acknowledges that the Escrowed Funds may be dispersed by Escrow Agent for payment to contractors, vendors and other parties solely for expenses related to the Golf Course Improvements pursuant to a customary escrow agreement ("Escrow Agreement") in which the Developer shall enter into with the Escrow Agent within Thirty (30) days from the

date hereof. The Escrow Agreement must be acceptable in form and substance to the City in its reasonable discretion. Any balance of Escrowed Funds held by Escrow Agent upon the substantial completion of the Golf Course Upgrades shall be immediately released to Developer. Notwithstanding anything to the contrary herein contained, in the event that the actual cost of constructing the Golf Course Upgrades exceeds the itemized cost estimate, then Developer shall expend such additional funds as necessary to substantially complete the Golf Course Upgrades.

Funding for the Golf Course Maintenance shall commence immediately upon substantial completion of the Golf Course Upgrades. Developer agrees to apply for and obtain any required development approvals to construct said Golf Course Upgrades, and that development of the New Pines Course shall be in accordance with all applicable City zoning and land use requirements. Developer agrees to provide City with audited annual financial statements during the aforementioned five (5) year period describing Golf Course Upgrades and Golf Course Maintenance expenditures, which obligation shall commence no later than the thirteenth (13th) month following Developer's receipt of all applicable approvals, including development permits, for construction of the Golf Course Upgrades and for each year thereafter during the following five (5) year period. Such statements shall include supporting documentation detailing expenditures made pursuant to this Paragraph 9.

10. <u>Development of New Clubhouse.</u> Developer shall construct a new clubhouse on the Property ranging in size from a minimum of 12,000 square feet to 14,000 square feet or greater, which includes, but is not limited to: locker rooms; restaurant and bar with indoor and outdoor seating; banquet/conference facilities with a minimum seating capacity of 150 to 200; golf and tennis pro shop; fitness facility; administrative offices and areas; storage facilities and other ancillary uses to the main clubhouse facility ("New Clubhouse"). The New Clubhouse will also include an approximate 5,000 to 8,000 square foot cart storage area that will either be constructed

as part of the main clubhouse structure or as a separate ancillary structure in close proximity to the New Clubhouse. The square footage of the cart storage area shall not be included within the square footage of the New Clubhouse constructed pursuant to this section. Conceptual elevations of the New Clubhouse are attached hereto as Exhibit "I". The New Clubhouse will be located within the boundaries of the Golf Course Parcel upon that portion of the Property legally described and shown on the sketch attached hereto and made a part hereof as Exhibit "J" or in such other area upon the Golf Course Parcel as approved by the City pursuant to any required site plan review ("Clubhouse Parcel").

Upon the City Commission approval of the site plan for the New Clubhouse, Developer shall diligently submit applications to the City for all necessary land development and building permits for the construction of all facilities provided in the New Clubhouse site plan in accordance with Chapter 10, Section 10-2(c)(9) of the City Code of Ordinances and the City agrees to diligently review and issue such permits. The New Clubhouse shall be substantially completed no later than Eighteen (18) months from the Approval Date (the "New Clubhouse Construction Period"). For purposes of this Paragraph 10, "substantial completion" shall mean issuance of a temporary certificate of occupancy by the City for the New Clubhouse, which shall not be unreasonably withheld, conditioned or delayed by the City. The City shall be entitled to withhold delivery of the demolition permit necessary to demolish the existing clubhouse building until such time as the New Clubhouse is substantially completed, unless earlier delivery of such demolition is deemed appropriate by the City in their reasonable discretion. Notwithstanding, the New Clubhouse Construction Period shall be extended on a day for day basis for any and all time periods during which any land development and building permits related to the New Clubhouse are being reviewed by the City, Broward County or other applicable governmental or regulatory agencies. This tolling period is intended to provide Developer with a full Eighteen (18) month period to (00161185 | 2704-0501640)

perform all work associated with the New Clubhouse notwithstanding any delays during review and issuance of all related site work and building permits following the Approval Date. As this Agreement permits the City to withhold the release of certain permits, approvals and licenses until Developer substantially completes those conditions precedent as expressly provided herein, the City agrees that upon Developer's substantial completion of such conditions precedent, the City shall not unreasonably delay, withhold or condition the release of any applicable permits, approvals and licenses.

As further assurances guaranteeing construction and completion of the New Clubhouse, and upon Pulte consummating the closing on its acquisition of the Residential Parcels from Developer, a sum equal to one hundred (100%) percent of the itemized estimated cost to construct the New Clubhouse, prepared and certified by a professional (i.e., engineer, general contractor, etc.) licensed in the State of Florida ("New Clubhouse Estimated Cost"), from the closing proceeds shall be held in escrow by Pulte, who shall disburse such escrowed funds pursuant to a customary draw schedule to be agreed upon between Pulte and Developer for construction of the New Clubhouse. The City acknowledges that written estimates from a Florida licensed contractor, and/or written estimates or bids from arm's length third party vendors who are in the business of supplying such materials being used for construction of the New Clubhouse, shall be deemed sufficient evidence to validate the itemized cost estimates. Upon substantial completion of the New Clubhouse any balance of funds remaining in escrow pursuant to this Paragraph 10 shall be immediately released to Developer. In the event that Developer fails to substantially complete construction of the New Clubhouse, as provided herein, Pulte may use the balance of the escrowed funds to substantially complete construction of the New Clubhouse. In such event, provided Pulte undertakes efforts to complete the New Clubhouse and diligently pursues same, then the City agrees to not unreasonably delay, condition or withhold issuance of permits and

certificates of occupancy for development within the Residential Parcels. Notwithstanding anything to the contrary herein contained, permits related to demolition of the existing tennis clubhouse, tennis locker rooms and other structural elements of the tennis building, and the existing pool area, as well as any permits required for removal or planting of trees on or about the Golf Course Parcel are not deemed to be subject to any condition or restriction as provided in this Agreement, and are to be issued by the City in a timely and diligent manner.

- 11. <u>Consistency with the City's Comprehensive Plan and Land Development Regulations</u>. The Parties acknowledge that the development permitted by this Agreement is consistent with the City's Comprehensive Land Use Plan and Land Development Regulations.
- 12. Public Services and Facilities. The City has existing water and wastewater capacity and water and wastewater infrastructure located within the vicinity of the "Property"; however, this infrastructure must be extended and/or expanded by the Developer or Pulte to provide service for the Proposed Development. The City shall provide necessary public services to the approved development contemplated hereunder including, but not limited to drainage, police and fire service, solid waste service, water and sewer, parks and recreation service, and as otherwise provided in the City's Charter and Code of Ordinances ("Public Facilities") subject to capacity to serve the Proposed Development. Developer or Pulte, as applicable, shall be responsible for the cost of all required utility connections. If the City lacks sufficient capacity to comply with any obligations under this section, the Developer or Pulte, as applicable, shall provide for the necessary mitigation to ensure that the Proposed Development is serviced. Upon receipt of plat or site plan approval, as applicable, the Property or subject development pod(s) shall be vested for concurrency and the City shall provide all Public Facilities and services as necessary for the development of the Property.

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- 13. Reservation or Dedication of Land. Dedications or reservations for canal rights of way or utility easements may be lawfully required by the City or Broward County, Florida ("Broward County") for development of the Property. Developer or Pulte, as applicable, shall make any and all required dedications and reservations for canal rights of way or utility easements as are required pursuant to applicable City and Broward County Codes. Developer or Pulte, as applicable, is legally obligated to obtain any necessary approvals from Broward County in association with the development of the Property including, but not limited to, any applicable non-vehicular access line amendments and right-of-way vacations.
- 14. <u>Interior Roadways and Traffic Management Plan.</u> Developer or Pulte, as applicable, shall convey all roadways constructed pursuant to this Agreement to the respective homeowners' association in which the roadway is located. A conceptual exhibit depicting the proposed location of the roadways contemplated for construction pursuant to this Agreement is attached hereto as **Exhibit "L"**. All roadways constructed pursuant to this Agreement shall be constructed in accordance with all applicable provisions of the City's Code of Ordinances, as well as all applicable county and state regulations. Prior to issuance of the first building permit for construction of the first residential unit on the Property, Developer or Pulte, as applicable, shall pay One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars to the City to be used for a street improvement study and any recommended improvements to the interior roadway system of Woodmont related to the development of new homes within Woodmont.
- 15. Parks and Recreation and Buffer Wall. The Developer shall comply with Section 10-296 of the City's Code, as it pertains to the recreation and open space requirement. In addition, Developer or Pulte, as applicable, agrees that it shall be responsible for design and construction of perimeter landscaping and buffer wall improvements along Southgate Boulevard. Specifically, Pulte shall construct a six-foot (6') post and panel pre-fabricated wall adjacent to Pod E

(approximately 1,200 linear feet) to be constructed during the residential development of Pod E and "substantially completed" prior to the issuance of a certificate of occupancy for the first unit in Pod E. For the purpose of the post and panel pre-fabricated wall, "substantial completion" shall mean issuance of a certificate of completion by the City for the wall. The Developer shall construct a six-foot (6') decorative fence with six-foot (6') masonry columns (20' on center) adjacent to the golf hole along Southgate Boulevard (approximately 1,675 linear feet) to be constructed during the Golf Course Upgrades and "substantially completed" no later than twelve (12) months from approval of the Applications by the City Commission. For the purpose of the decorative fence with masonry columns, "substantial completion" shall mean issuance of a certificate of completion by the City for the fence. A copy of the wall/fence details are attached hereto as Exhibit "M". Pulte shall maintain the portion of wall, fence and any exterior perimeter landscaping located on Pod E, at Pulte's sole cost and expense in accordance with the City-wide maintenance plan established by the City under the City's Buffer Wall Beautification Program and Residential Property Maintenance Standards Ordinance. Developer shall maintain the portion of wall, fence and any exterior perimeter landscaping adjacent to the New Pines Course at Developer's expense in accordance with the City-wide maintenance plan established by the City under the City's Buffer Wall Beautification Program and Non Residential Property Maintenance Standards Ordinance.

16. <u>Development of Commercial Parcel.</u> Developer shall install all buffer improvements for the Commercial Parcel in accordance with the Master Plan prior to the issuance of a certificate of occupancy for the Commercial Parcel. Specifically, such buffer improvement shall, at a minimum, include a 25' landscape buffer and water body with a minimum width of seventy feet (70') between the boundary of the Commercial Parcel and those nearby single family homes located adjacent to the New Pines Course, a six foot (6') high wall designed in accordance with City specifications aesthetically consistent with the wall to be constructed along Southgate

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Boulevard adjacent to Pod E, and landscaping improvements on the east side of the wall facing the existing residential areas. During construction of the Golf Course Upgrades, Developer shall, at a minimum, clear and grub the Commercial Parcel and install a temporary berm overlaid with bahia sod, six foot (6') high chain link fence with mesh privacy screening and landscaping consisting of a continuous 36" hedge and clustered cabbage palms planted in groupings of 3 with a minimum of 25 ft. separation along the perimeter of the Commercial Parcel ("Commercial Parcel Temporary Improvements") adjacent to residential property. Such Commercial Parcel Temporary Improvements shall be completed no later than twelve (12) months from the Approval Date (the "Commercial Parcel Buffer Installation Period"). Notwithstanding, the Commercial Parcel Buffer Installation Period shall be extended on a day for day basis for any and all time periods during which any land development and building permits related to the Commercial Parcel are being reviewed by the City, Broward County or other applicable governmental or regulatory agencies. This tolling period is intended to provide Developer with a full twelve (12) month period to perform all work required herein this Paragraph 16 related to the Commercial Parcel, notwithstanding any delays during review and issuance of all related site work and building permits following the Approval Date. All improvements made pursuant to this section shall comply with the City's Land Development Regulations. Notwithstanding anything to the contrary herein contained, in the event that a formal site plan for development of the Commercial Parcel ("Commercial Parcel Site Plan") is submitted to the City within six (6) months of the Approval Date, then the obligation to install the Commercial Parcel Temporary Improvements on the Commercial Parcel as provided in this Paragraph 16 shall suspend conditionally to allow the Commercial Parcel to be developed and buffered consistent with the Commercial Parcel Site Plan. In the event that the Commercial Site Plan is rejected, then the Commercial Parcel Buffer

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Installation Period shall restart and Developer shall diligently pursue the Commercial Parcel Temporary Improvements.

- 17. Affordable Housing Contribution. Developer or Pulte, as applicable, hereby agrees to contribute Seven Hundred Fifty Dollars (\$750.00) per residential dwelling unit approved by the City during final site plan approval of all Residential Parcels (by way of example, approval of One Hundred Fifty Two (152) residential dwelling units would yield a maximum total sum of One Hundred Fourteen Thousand Dollars (\$114,000.00)), payable to the City to facilitate the City's affordable housing programs and initiatives with the contribution to be used to provide down payment assistance to income eligible families for purchase of residential units throughout the City. Said contribution will be made payable to the City spread proportionately on a per residential dwelling unit basis, the first such contribution to be made at issuance of the first vertical building permit for any residential dwelling unit located within the Residential Parcels, and each time thereafter as a building permit is issued for each successive residential dwelling unit.
- residential unit, Developer, or Pulte, as applicable shall contribute Three Hundred Thousand Dollars (\$300,000.00) toward the City's efforts to improve the existing "Entrances" (as hereinafter defined) to the Woodmont community through repair or replacement of signage, professional landscaping, irrigation and lighting, in accordance with the City's residential signage program. City agrees that upon receipt of payment noted herein, it shall diligently pursue approval, permitting and construction of the signs at the Entrances and complete construction of the signs at the Entrances within one (1) year from receipt of payment. City acknowledges that for the purposes of identifying Developer and legally established uses located upon the Property, that Developer shall have the right to include its name, logo and language on any new sign that replaces any prior sign which referenced Woodmont Country Club. Developer or Pulte, as applicable, shall

be permitted to install additional temporary signage reasonably satisfactory to the City within the entrances for purposes of marketing the proposed development and shall be permitted to maintain such signage until all newly constructed residential units have been sold.

Developer also agrees to submit plans to the City for construction of a City of Tamarac entrance sign and attractive landscaping in a first class manner for the property on the Commercial Parcel, which sign shall be located near the SE corner of Pine Island Road and Southgate Boulevard. Said plans to be submitted to the City for review at the time a site plan is submitted to the City for the Commercial Parcel. Developer shall, at its sole cost and expense, construct the new City of Tamarac entrance sign as approved by the City in its reasonable discretion, prior to the issuance of a certificate of occupancy for the Commercial Parcel. City acknowledges and agrees that the above referenced entrance sign shall in no way limit or otherwise restrict the signage permitted by the City's Code of Ordinances for the Commercial Parcel.

- 19. <u>Effective Covenants</u>. The burdens of this Agreement shall run with the land and shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest of the parties to this Agreement. In the event that Pulte should fail to consummate their anticipated purchase of the Residential Parcels, then any reference to Pulte within this Agreement shall refer to any of Pulte's successors or assigns or subsequent developer, homebuilder, or entity that acquires and develops the Residential Parcels.
- 20. <u>Covenants and Further Assurances</u>. The City acknowledges that Developer has provided the City with an independent legal opinion confirming marketable title and confirming that this Agreement is consistent with documents referenced in this section (the "Legal Opinion"). Developer and the City hereby acknowledge that certain Covenant recorded in Official Records Book 6450, at Page 729, as affected by that certain Covenant recorded in Official Records Book 6890, at Page 26, as further affected by that certain Vacation of Covenant recorded in Official

Records Book 8783, at Page 944, as further affected by that certain Covenant recorded in Official Records Book 8898, at Page 440, as further affected by that certain Covenant recorded in Official Records Book 9345, at Page 773, as further affected by that certain Corrective Vacation of Covenant recorded in Official Records Book 9455, at Page 783, each of the foregoing being recorded amongst the Public Records of Broward County, Florida (collectively, the "Consolidated Covenant"). City has joined in and consented to the amendment and restatement of the Consolidated Covenant as recorded in Official Records Book 51017, at Page 719 of the Public Records of Broward County, Florida, a copy of which is attached hereto and made a part hereof as Exhibit "F-1", in order to reconfigure a portion of the existing golf course to permit the Proposed Development of the Property and to restrict the Golf Course Parcel for use as a golf course with related amenities and operations which uses may include, but shall not be limited to, a clubhouse, pro shop, locker room, fitness facility, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, putting greens, driving/aqua range (no netting permitted) and all other incidental uses thereto upon that portion of the Property. The City further acknowledges that the Property is subject to various easements in favor of the City and Tamarac Utilities, Inc., which easements are incorporated herein by reference. The City agrees to review and consider any application by Developer to vacate or relocate such easements, at Developer or Pulte's sole cost and expense, if the existing easements impede the Proposed Development of the Property including, but not limited to, amending the legal descriptions of the easement areas or terminating such existing easements provided Developer grants new easements, if required, to the City or Tamarac Utilities, Inc. in lieu thereof.

21. <u>Development Approvals</u>. Developer or Pulte, as applicable, will apply for all development approvals that are required by the State of Florida, Broward County, City and any other applicable governmental authority, including but not limited to those specific approvals more

particularly set forth on **Exhibit "N"**, attached hereto and made a part hereof. City agrees to review all applications and permits, and not to unreasonably withhold, condition or delay granting of approvals and permits associated with the improvements contemplated in this Agreement. Developer, Pulte and City agree that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve Developer or Pulte, as applicable, of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

# 22. Completion of Residential Development.

- (1) Residential development of the Property, as outlined in this Agreement, or any phase thereof, shall be completed within six (6) years from the issuance of the first vertical building permit for a residential unit on the Residential Parcel. Additional one (1) year extensions of this Agreement may be granted by the City Commission after written request is made by the Developer or Pulte, as applicable, for good cause (as defined herein) and prior to the expiration of the six (6) year timeframe provided for in this section. For purposes of this section, good cause shall be any delay caused by an act of god (including but not limited to fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, nationalization, government sanction, moratorium, blockage, embargo, labor dispute, strike, lockout, unavailability or shortage of building materials, interruption or failure of utilities, or such other reasonable justification acceptable to the City, in its reasonable discretion.
- (2) All homes to be built on the Residential Parcels shall be sold at a minimum retail sales price of \$299,999.00, which retail sales price may include lot premiums and finishes ("Minimum Sales Price"). No more than twenty percent (20%) of the homes to be built on the Residential Parcels shall be sold at the Minimum Sales Price. Pulte agrees to provide City with a

post-closing report establishing that no more than twenty percent (20%) of homes have been sold at the Minimum Sales Price.

- (3) All homes to be built on the Residential Parcels shall consist of a minimum of 2,400 gross square feet ("Minimum Square Footage"). No more than twenty percent (20%) of the homes to be built on the Residential Parcels shall be built at the Minimum Square Footage. In addition, all homes to be built on the Residential Parcels shall be built in accordance with the applicable homebuilder's "Green" building program as the same may be in effect from time-to-time, and will incorporate energy efficient construction techniques, products and features, including programs such as Energy Star or its equivalent.
- (4) To facilitate the timely development of homes on the Residential Parcels as required in this section, the City agrees to issue to Developer or Pulte, as applicable, any necessary permits for site work within the Residential Parcels to construct streets, roads and other site work required on or off the Residential Parcels to deliver utilities to individual lots when the Plat for the Residential Parcels is approved by the City. Upon the City Commission approval of the site plan for the Residential Parcels, Pulte shall submit applications for all necessary land development and building permits for construction of the Residential Parcels and diligently pursue construction thereof within one (1) year after the date of approval in accordance with Chapter 10, Section 10-2(c)(9) of the City Code of Ordinances. Pulte acknowledges that City will not issue building permits for the vertical construction of homes within the Residential Parcels until Developer commences construction of the Golf Course Upgrades. City agrees to work with Pulte to expedite approval and permitting for the model homes and sales centers prior to Broward County plat approval and recordation. Such approvals include possible execution of a Tri-Party Agreement with Broward County to allow the issuance of building permits for the models and sales center prior to plat recordation.

- Duration of Agreement. This Agreement shall remain in full force and effect for a period of six (6) years from the Effective Date. The duration of the Agreement may be extended for additional one (1) year periods with the Parties' mutual written consent, or the mutual written consent of their successors in interest, in accordance with Section 163.3229 and Section 163.3225, Florida Statutes.
- 24. <u>Recording</u>. This Agreement shall be recorded in the Public Records of Broward County within Fourteen (14) days after execution by the Parties.
- 25. <u>Effective Date</u>. This Agreement shall become effective upon execution and recordation in the Public Records of Broward County, Florida.
- 26. Periodic Review. In accordance with Section 163.3235, F.S., as may be amended from time to time, the City's Department of Community Development shall review the property subject to this Agreement at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms set forth herein by each of the Parties with respect to their obligations. If the City finds, on the basis of competent substantial evidence, that there has been a failure to substantially comply with the terms of this Agreement by either Developer or Pulte with respect to their obligations as indicated in the Agreement, and such failure to comply continues beyond any applicable notice and cure period as provided herein, the Agreement may be revoked or modified by the City Commission at a properly noticed public hearing. It shall be noted that the obligations of the Developer and Pulte are separate and a default by one party shall not impact the rights of the other if the non-defaulting party remains in good faith substantial compliance. Notwithstanding anything to the contrary herein contained, upon the City's determination of a failure to substantially comply with the terms of this Agreement by either Developer or Pulte with respect to their obligations pursuant to this Agreement as provided in this Paragraph 26, then the City shall provide written notice to such respective party and such party

shall have no less than Thirty (30) days to cure such compliance failure, or undertake such compliance efforts and diligently pursue to completion, prior to the City revoking or modifying this Agreement.

## 27. Miscellaneous.

- (1) Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The City shall not request any additional improvements or contributions except for those expressly set forth in this Agreement.
- (2) <u>Modification</u>. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by the parties hereto, or their respective successors in interest, and is in compliance with Section 163.3225, Florida Statutes.
- (3) <u>Pronouns</u>. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identity of the party or parties, personal representatives, successor or assigns may require.
- (4) <u>Severability</u>. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.
- (5) <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one in the same instrument.
- (6) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.

- (7) <u>Binding Effect</u>. The obligations imposed pursuant to this Agreement upon Developer and Pulte and/or upon the Property run with and bind the Property as covenants running with the Property and this Agreement shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns.
- (8) Attorneys' Fees. Should any Party hereto bring an action against the other to enforce the terms and provisions hereof, then the Party prevailing in said action shall be entitled to a judgment against the other for reasonable attorneys' fees and costs at both the trial and appellate levels.
- (9) Force Majeure. "Force Majeure" means the occurrence of any of the following for the period of time, if any, that the performance of a party's material obligations under this Agreement is delayed or prevented thereby: acts of God, acts of the public enemy, insurrections, wars or war-like action, arrests or other restraints of government (civil or military), blockades, embargoes, strikes, labor unrest or disputes, unavailability of labor or materials, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, explosions, any delays occasioned by litigation related to the Property, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage or terrorism or any other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable anticipation or control of the party claiming the right to delay performance on account of such occurrence and which, in any event, is not a result of the intentional act, negligence or willful misconduct of the party claiming the right to delay performance on account of such occurrence.
- (10) Replacement of Residential Developer. Notwithstanding anything to the contrary herein contained, in the event that Pulte shall refuse to close pursuant to the purchase agreement for the acquisition of the Residential Parcels for any reason whatsoever (except for alleged breach or intentional malfeasance on the part of Developer) following the Approval Date

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but prior to substantial completion of the Golf Course Upgrades and New Clubhouse, then the respective Golf Course Upgrade Construction Period and the New Clubhouse Construction period will be tolled on a day or day basis until the earlier to occur of (i) Six (6) months from the termination by Pulte of the subject purchase and sale agreement, or (ii) the date upon which Developer enters into a contract with a replacement home builder for the development of the Residential Parcels.

Signatures on following page

24

Tima Wheather
TINA Wheat le - WITNESS - PRINT NAME
Ju-
WITNESS - PRINT NAME

Michael Cernech, City Manager

2-28-7

Harry Dressler, Mayor

Date:

Date:

Pot Taufal

ATTES

Pat Teufel City Clerk

Date:

Approved as to form and legal sufficiency:

Samuel S. Goren, City Attorney

2/28/17

Date:

STATE OF FLORIDA ) ss COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Harry Dressler, as Mayor of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. The is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of Moch., 2017.



Notary Public, State of Florida

Typed, printed or stamped name of Notary Public

STATE OF FLORIDA ) ss COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael Cernech, as City Manager of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or has produced \_\_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this day of day of 2017.

LILLIAN PABON
Commission # FF 942161
Expires December 12, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

My Commission Expires:

Notary Public, State of Florida

Typed, printed or stamped name of Notary Public

# **DEVELOPER:**

Woodmont Country Club, Inc., a Florida Corporation By:

By: MAK
Title: PRE

215T day of Fabruary, 2017

STATE OF FLORIDA ) SS: COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by MARKE SHAPP, the PRESIDENT of DEVELOPER, freely and voluntarily under authority duly vested in him/her by said company. He/She is personally known to me or who has produced as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 251 day

BRUNEY\_, 2017.

Typed, printed or stamped name of Notary Public

My Commission Expires:

DORINDA L. VALDES
MY COMMISSION # GG29676
EXPIRES: September 13, 2020

Pulte Home Company, a Michigan limited liability company By: Print name: AATHOR Print Name: 1312 FWT Title: DIVISIN PRESIDENT Print name: KAY 3/st day of Je Gruary, 2017 STATE OF FLORIDA ) SS: **COUNTY OF BROWARD** I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Brent Ocles, the Division Hesidant of PULTE, freely and voluntarily under authority duly vested in him/her by said company. He/She is personally known to me or who has produced \_\_\_\_\_ as identification. WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_\_ day Buary, 2017. KATHRYN A. BOWES

KATHRYN A BOWRS

Typed, printed or stamped name of Notary Public

PULTE:

My Commission Expires:

MY COMN'ISSION # FF 146612 EXPIRES: September 14, 2018

Bonded Thru Notary Public Underwriters

# EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

## Legal Description of Developer's Property

#### PARCEL 1:

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida; and

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

## PARCEL 2:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72"12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary. 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46° 19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05"

East, along said West boundary, 185.00 feet; thence South 84°10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East), thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of 7°32'24", an arc distance of 31.58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly rightof-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County. Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of 0°43'43", an arc distance of 17.74 feet; thence tangent to said curve North 70°02'03" West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of 19°30'09", arc distance of 432.29 feet; thence tangent to said curve North 89°32'12" West, along said right-of-way line, 206.15 feet, thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102°10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of 12°48'21", an arc distance of 235.35 feet; thence tangent to said curve North 00°10'05" West, along said West boundary of Tract A. 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

## PARCEL 3:

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°12'16" East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 89°47'44" West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of 4°26'58", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North 04°39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of 35°30'00", an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 244.35 feet; thence tangent to said curve South 32°30'00" East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of 43°32'56", an arc distance of

174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62°02'56", an arc distance of 162.44 feet thence tangent to said curve North 14°00'00" West, along said right-of-way line, 169,36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 59°00'00", an arc distance of 288.33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32°00'00" West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34"45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7°03'03", an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72°24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°37'17", an arc distance of 46.14 feet; thence South 00°26'25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27°11'35", an arc distance of 94.92 feet; thence North 89°31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature, thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'43", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00", an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41°19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18°28'53", an arc distance of 182.25 feet; thence North 84°22'31" West, 79.51 feet; thence North 00°26'25" East. 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89°33'35" East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

## PARCEL 4:

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North 14°00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78°17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28°30'00" East, 425.78 feet to a point on the arc of a non-tangent curve

(radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of 18°12'02", an arc distance of 123.89 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet; thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet; thence tangent to said curve South 73°00'00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00" East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Rook 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22° 18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72"49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

## PARCEL 5:

A portion of said Tract D LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded In Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

## PARCEL 6:

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

#### ALSO KNOWN AS:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280,00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary. 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05" East, along said West boundary, 185.00 feet; thence South 84°10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of 7°32'24", an arc distance of 31.58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly rightof-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County. Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of 0°43'43", an arc distance of 17.74 feet; thence tangent to said curve North 70°02'03" West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of 19°30'09", arc distance of 432.29 feet; thence tangent to said curve North 89°32'12" West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102°10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of 12°48'21", an arc distance of 235.35 feet; thence tangent to said curve North 00°10'05" West, along said West boundary of Tract A. 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

### TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°12'16" East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 89°47'44" West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of 4°26'58", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North 04°39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of 35°30'00", an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 244.35 feet; thence tangent to said curve South 32°30'00" East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of 43°32'56", an arc distance of 174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62°02'56", an arc distance of 162.44 feet thence tangent to said curve North 14°00'00" West, along said right-of-way line. 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 59°00'00", an arc distance of 288.33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32°00'00" West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34°45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7°03'03", an arc distance of 32.00 feet to a point of reverse

curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72°24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°37'17", an arc distance of 46.14 feet; thence South 00°26'25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27°11'35", an arc distance of 94.92 feet; thence North 89°31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'43", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00", an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41°19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18°28'53", an arc distance of 182.25 feet; thence North 84"22'31" West, 79.51 feet; thence North 00°26'25" East. 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89°33'35" East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

### ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North 14°00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78°17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28°30'00" East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of 18°12'02", an arc distance of 123.89 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet; thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet; thence tangent to said curve South 73°00'00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00" East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve

South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Rook 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22"18'12", an arc distance of 453.50 feet to a point on the are of a radically tangent curve; thence northerly along the are of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

#### ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded In Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

#### **ALSO TOGETHER WITH**

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

AND

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

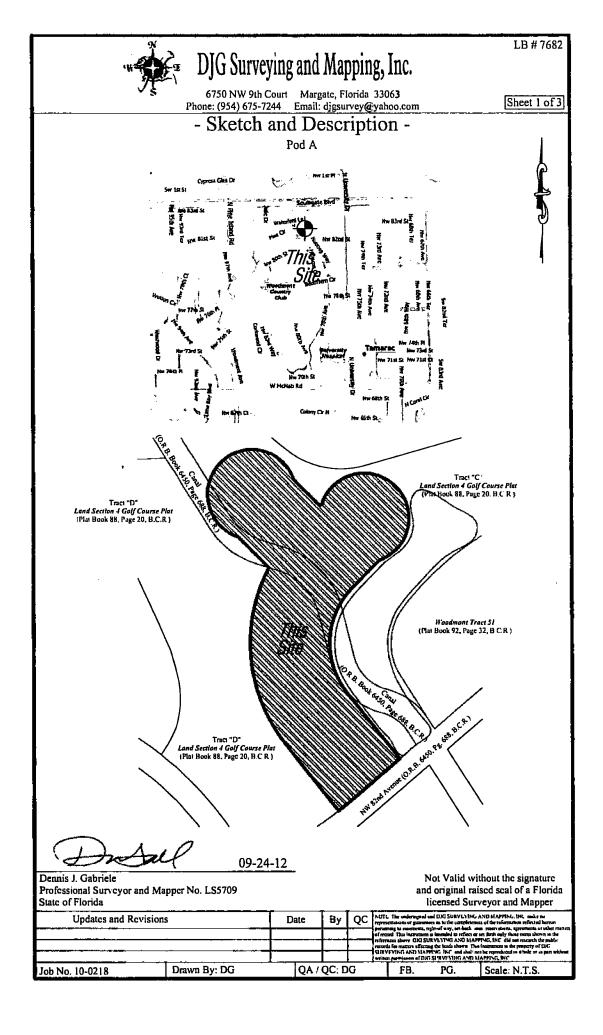
Said lands situate, lying and being in Broward County, Florida.

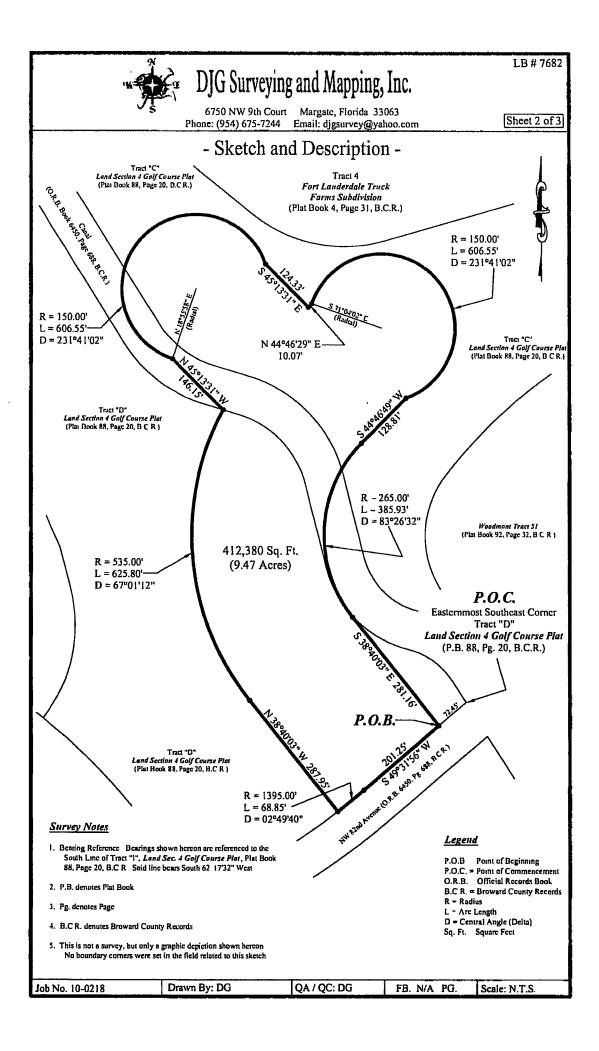
AND

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

#### EXHIBIT "B"

LEGAL DESCRIPTION FOR THE RESIDENTIAL PARCELS





6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 3 of 3

LB#7682

### - Legal Description -

A parcel of land being a portion of Tract "D"and Tract "C", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Northerly line of NW 82nd Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 49°31'56" West, along said Northerly line, a distance of 72.45 feet to the **Point of Beginning**;

Thence, continue along said Northerly line, South 49°31'56" West, a distance of 201.25 feet to the point of curvature of a circular curve, concave to the Northwest, having a radius of 1395.00 feet and a central angle of 02°49'40";

Thence, Southerly along the arc of said curve, and said Northerly line of NW 82nd Avenue, an arc distance of 68.85 feet;

Thence, North 38°40'03" West, a distance of 287.95 feet to the point of curvature of a circular curve, concave to the East, having a radius of 535.00 feet and a central angle of 67°01'12"; Thence, Northerly along the arc of said curve, an arc distance of 625.80 feet;

Thence, North 45°13'31" West, a distance of 146.15 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 231°41'02";

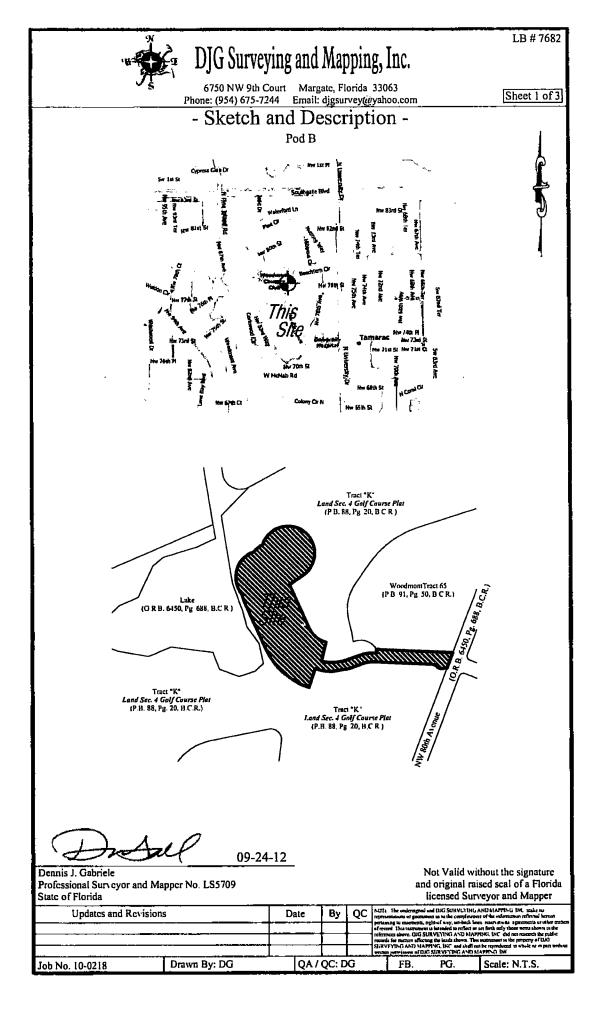
Thence, Northerly and Easterly along the arc of said curve, an arc distance of 606.55 feet; Thence, South 45°13'31" East, a distance of 124.33 feet;

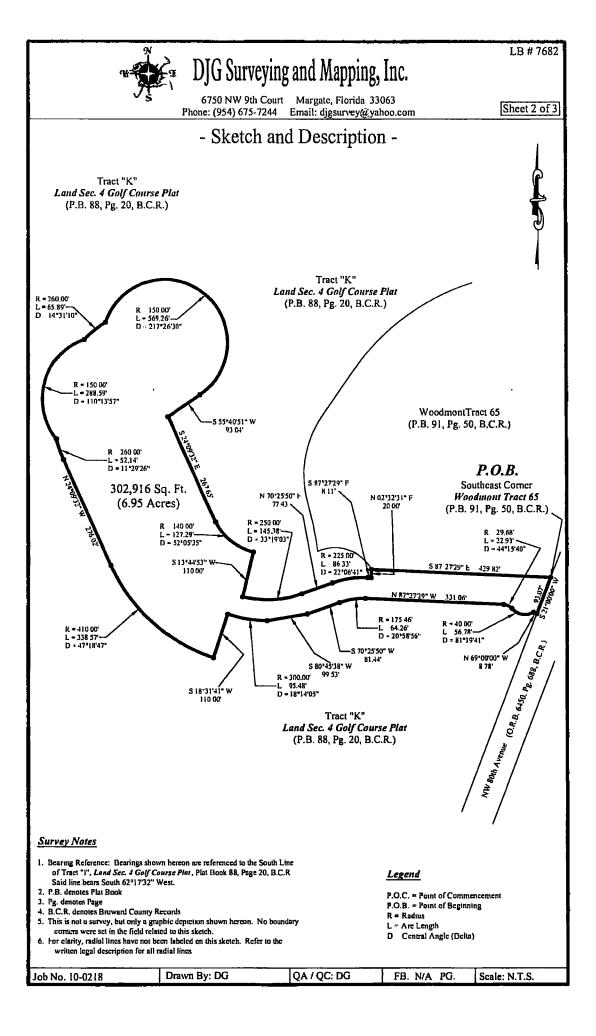
Thence, North 44°46'29" East, a distance of 10.07 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 231°41'02", a radial line bears from said point South 71°04'02" East;

Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 606.55 feet;

Thence, South 44°46'49" West, a distance of 128.81 feet to the point of curvature of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of 83°26'32"; Thence, Southerly along the arc of said curve, an arc distance of 385.93 feet; Thence, South 38°40'03" East, a distance of 281.16 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 412,380 square feet (9.47 acres) more or less.





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# DJG Surveying and Mapping, Inc.

6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 3 of 3

LB # 7682

### - Legal Description -

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Woodmont Tract 65, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point being on the Westerly line of NW 80th Avenue;

Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet;

Thence, North 69°00'00" West, a distance of 8.78 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 30°19'05" West;

Thence, Westerly along the arc of said curve, an arc distance of 56.78 feet to a point on the arc of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40"; a radial line bears from said point South 46°48'11" West:

Thence, Westerly along the are of said curve, an are distance of 22.93 feet to the point of tangency;

Thence, North 87°27'29" West, a distance of 331.06 feet to a point on the arc of a circular curve, concave to the South, having a radius of 175.46 feet and a central angle of 20°58'56"; a radial line bears from said point South 01°24'46" West,

Thence, Westerly along the arc of said curve, an arc distance of 64.26 feet to the point of tangency;

Thence, South 70°25'50" West, a distance of 81.44 feet;

Thence, South 80°45'38" West, a distance of 99.53 feet to a point on the arc of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 18°14'05"; a radial line bears from said point North 00°17'36" East;

Thence, Westerly along the are of said curve, an arc distance of 95.48 feet;

Thence, South 18°31'41" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, coneave to the North, having a radius of 410.00 feet and a central angle of 47°18'47";

Thence, Northwesterly along the arc of said curve, an arc distance of 338.57 feet to the point of tangency;

Thence, North 24°09'32" West, a distance of 276.02 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 11°29'26"; a radial line bears from said point North 65°50'28" East;

Thence, Northerly along the arc of said curve, an arc distance of 52.14 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 110°13'57"; a radial line bears from said point North 50°27'41"

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 288.59 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 14°31'10"; a radial line bears from said point South 46°10'35" East;

Thence, Northeasterly along the arc of said curve, an arc distance of 65.89 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 217°26'30"; a radial line bears from said point South 71°21'54" East.

Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 569.26 feet;

Thence, South 55°40'51" West, a distance of 93.04 feet;

Therec, South 24°09'32" East, a distance of 267.65 feet to the point of curvature of a circular curve, concave to the North, having a radius of 140.00 feet and a central angle of 52°05'35";

Thence, Southeasterly along the arc of said curve, an arc distance of 127.29 feet;

Thence, South 13°44'53" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 250.00 feet and a central angle of 33°19'03";

Thence, Easterly along the arc of said curve, an arc distance of 145.38 feet to the point of tangency;

Thence, North 70°25'50" East, a distance of 77.43 feet to the point of curvature of a circular curve, concave to the South, having a radius of 225.00 feet and a central angle of 22°06'41";

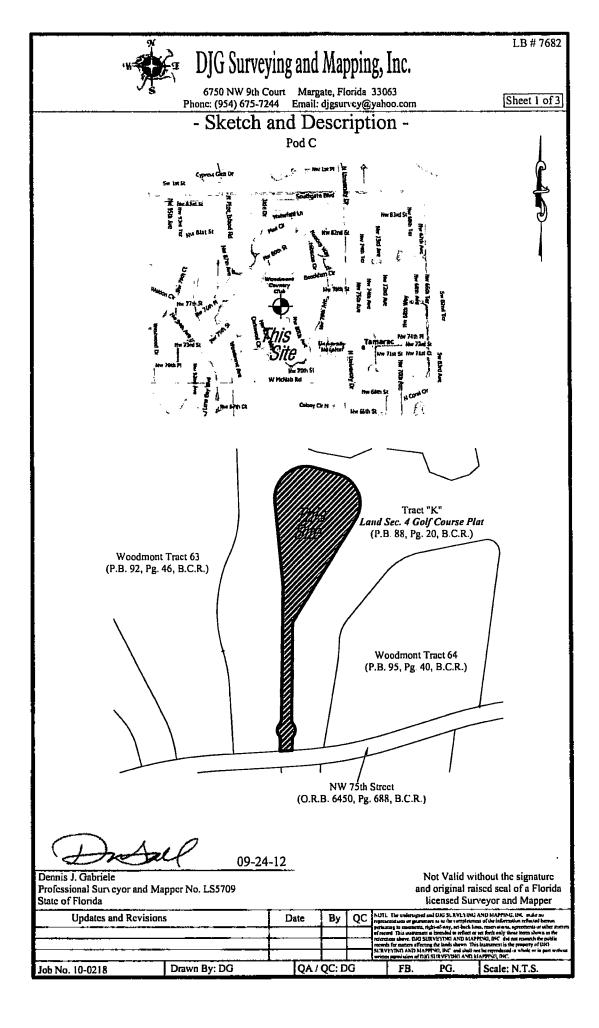
Thence, Easterly along the arc of said curve, an arc distance of 86.33 feet to the point of tangency;

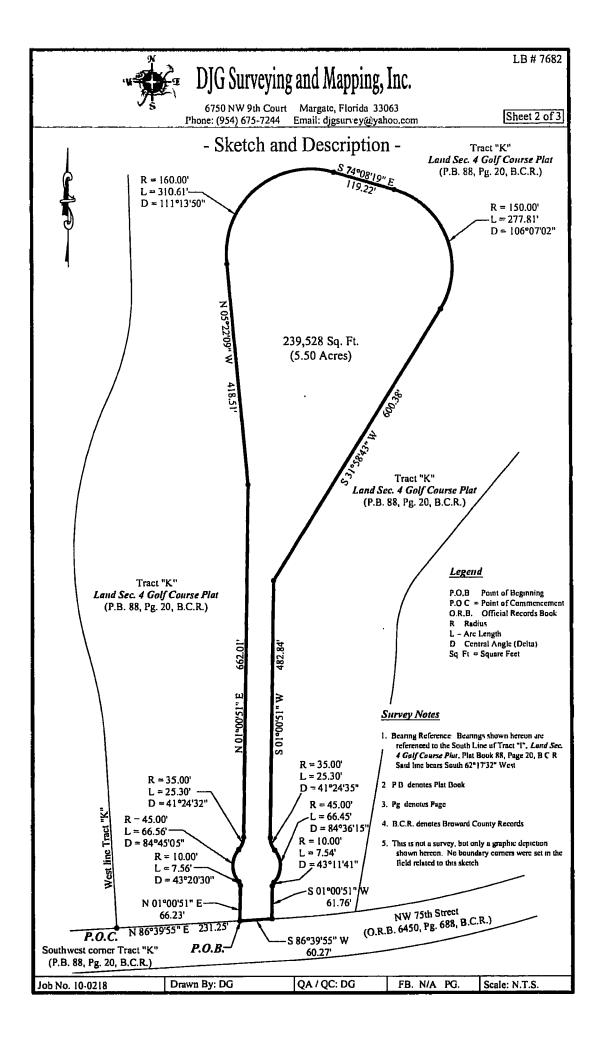
Thence, South 87°27'29" East, a distance of 8.11 feet;

Thence, North 02°32'31" East, a distance of 20.00 feet;

Thence, South 87°27'29" East, a distance of 429.82 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarae, Broward County, Florida, and containing 302,916 square feet (6.95 acres) more or less.







6750 NW 9th Court Margate, Florida 33063
Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 3 of 3

LB #7682

### - Legal Description -

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Tract "K", said point also being a point on the Northerly line of NW 75th Street as described in Official Records Book 6450, Page 688 of the Public Records of Broward County Florida;

Thence, North 86°39'55" East, along said Northerly line, a distance of 231.25 feet to the *Point of Beginning*;

Thence, North 01°00'51" East, a distance of 66.23 feet to the point of curvature of a circular curve, concave to the West, having a radius of 10.00 feet and a central angle of 43°20'30"; Thence, Northerly along the arc of said curve, an arc distance of 7.56 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 45.00 feet and a central angle of 84°45'05";

Thence, Northerly along the arc of said curve, an arc distance of 66.56 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 35.00 feet and a central angle of 41°24'32":

Thence, Northerly along the arc of said curve, an arc distance of 25.30 feet to the point of tangency;

Thence, North 01°00'51" East, a distance of 662.01 feet;

Thence, North 05°22'09" West, a distance of 418.51 feet to the point of curvature of a circular curve, concave to the Southeast, having a radius of 160.00 feet and a central angle of 111°13'50"; Thence, Northerly and Easterly along the arc of said curve, an arc distance of 310.61 feet to the point of tangency;

Thence, South 74°08'19" East, a distance of 119.22 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 106°07'02"; Thence, Easterly and Southerly along the arc of said curve, an arc distance of 277.81 feet to the point of tangency:

Thence, South 31°58'43" West, a distance of 600.38 feet;

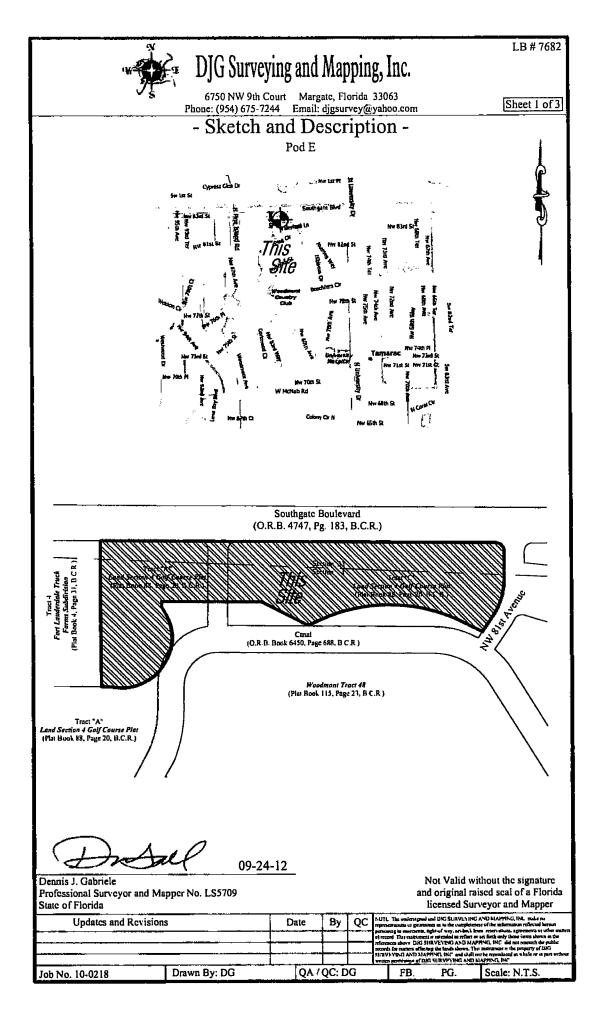
Thence, South 01°00'51" West, a distance of 482.84 feet to the point of curvature of a circular curve, concave to the East, having a radius of 35.00 feet and a central angle of 41°24'35"; Thence, Southerly along the arc of said curve, an arc distance of 25.30 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 45.00 feet and a central angle of 84°36'15";

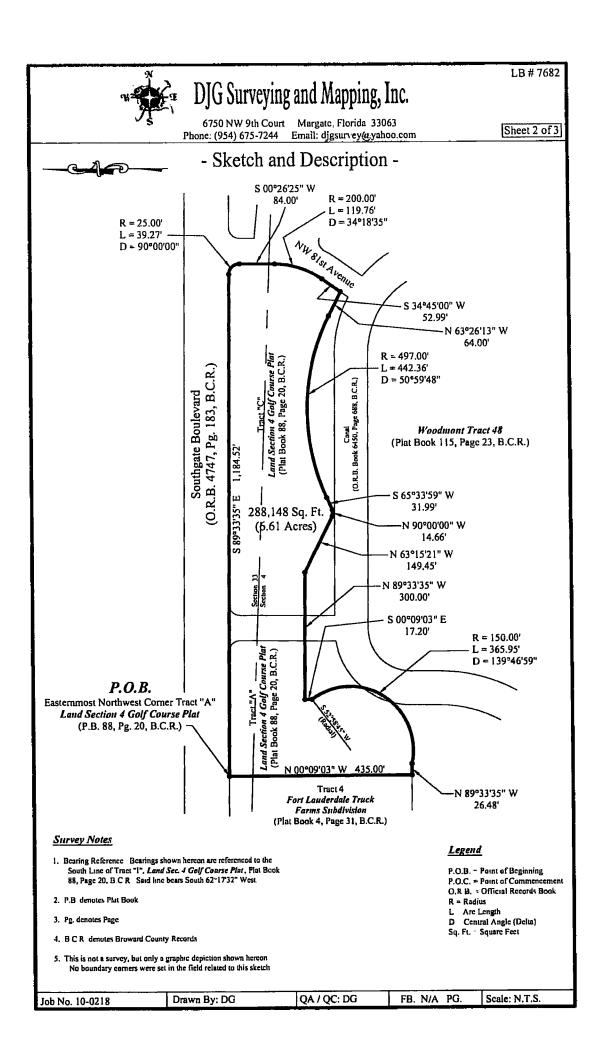
Thence, Southerly along the arc of said curve, an arc distance of 66.45 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 10.00 feet and a central angle of 43°11'41";

Thence, Southerly along the arc of said curve, an arc distance of 7.54 feet to the point of tangency; Thence, South 01°00'51" West, a distance of 61.76 feet to a point on the North line of NW 75th Street;

Thence, South 86°39'55" West, along said North line, a distance of 60.27 feet to the **Point of Beginning**.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 239,528 square feet (5.50 acres) more or less.





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LB # 7682

6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 3 of 3

### - Legal Description -

A parcel of land being a portion of Tract "A"and Tract "C", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

**Beginning** at the Easternmost Northwest corner of said Tract "A" and a point on the South line of Southgate Boulevard;

Thence, South 89°33'35" East, along said South line, a distance of 1,184.52 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 25.00 feet and a central angle of 90°00'00";

Thence, Southeasterly along the arc of said curve, an arc distance of 39.27 feet;

Thence, South 00°26'25" West, a distance of 84.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 200.00 feet and a central angle of 34°18'35";

Thence, Southwesterly along the arc of said curve, an arc distance of 119.76 feet;

Thence, South 34°45'00" West, a distance of 52.99 feet;

Thence, North 63°26'13" West, a distance of 64.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 497.00 feet and a central angle of 50°59'48";

Thence, Westerly along the arc of said curve, an arc distance of 442.36 feet;

Thence, South 65°33'59" West, a distance of 31.99 feet;

Thence, North 90°00'00" West, a distance of 14.66 feet;

Thence, North 63°15'21" West, a distance of 149.45 feet;

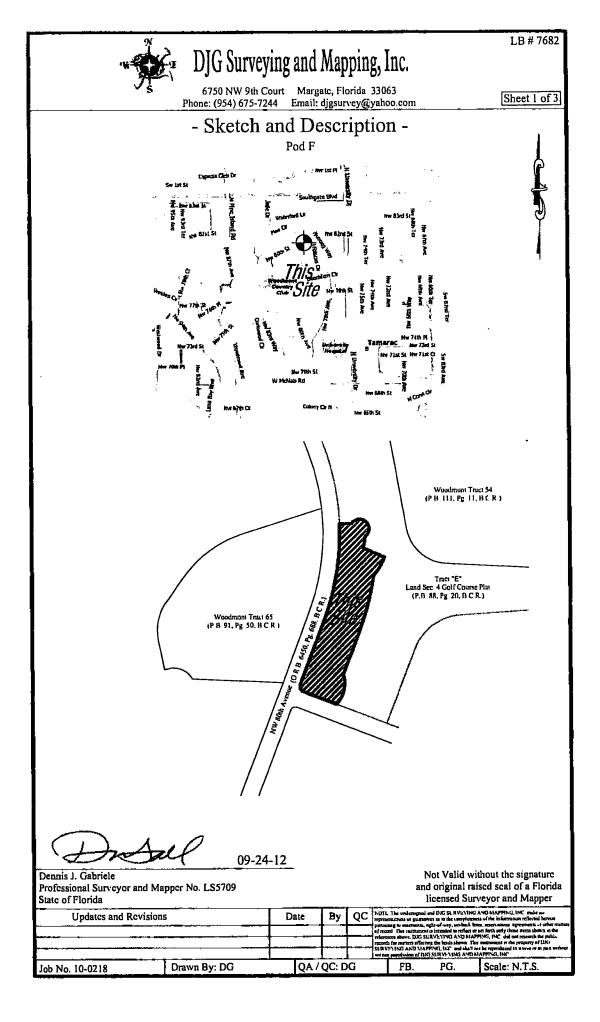
Thence, North 89°33'35" West, a distance of 300.00 feet;

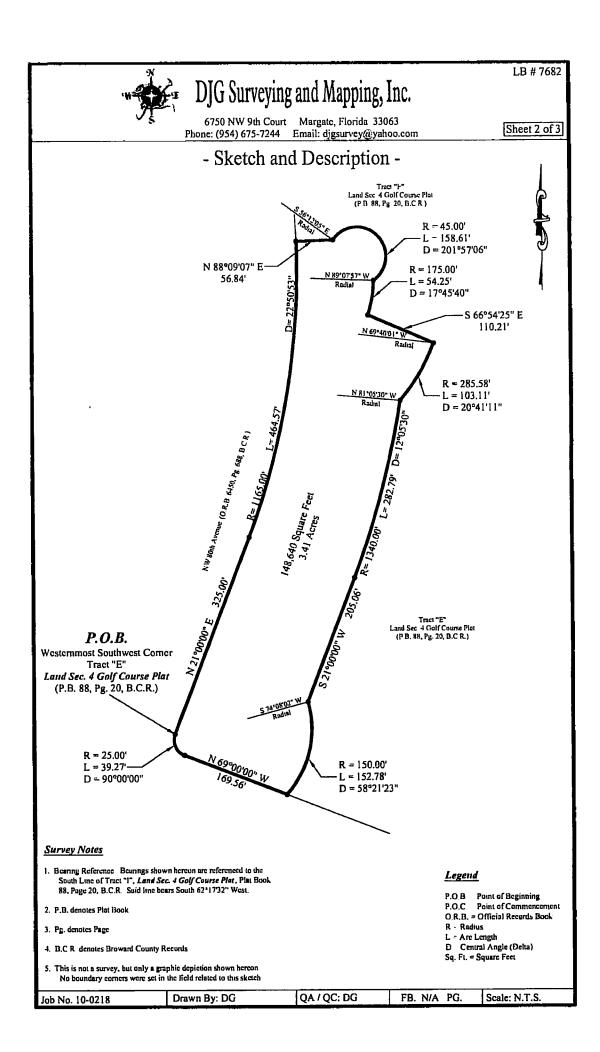
Thence, South 00°09'03" East, a distance of 17.20 feet to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 139°46'59"; a radial line bears from said point South 52°58'45" West;

Thence, Southerly and Westerly along the arc of said curve, an arc distance of 365.95 feet; Thence, North 89°33'35" West, a distance of 26.48 feet;

Thence, North 00°09'03" West, a distance of 435.00 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 288,148 square feet (6.61 acres) more or less.





6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 3 of 3

LB # 7682

### - Legal Description -

A portion of Tract "E", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Westernmost Southwest corner of said Tract "E", said point also being a point on the Easterly right-of-way line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, North 21°00'00" East, along said Easterly line, a distance of 325.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 1165.00 feet and a central angle of 22°50'33";

Thence, Northerly along the arc of said curve, and the Easterly line of NW 80th Avenue, an arc distance of 464.57 feet;

Thence, radially to aforementioned curve, North 88°09'07" East, a distance of 56.84 feet to a point on the arc of a circular curve, concave to the South, having a radius of 45.00 feet and a central angle of 201°57'06"; a radial line bears from said point South 56°12'05" East;

Thence, Easterly and Southerly along the arc of said curve, an arc distance of 158.61 feet to a point on the arc of a circular curve, concave to the West, having a radius of 175.00 feet and a central angle of 17°45'40"; a radial line bears from said point North 89°07'57" West;

Thence, Southerly along the arc of said curve, an arc distance of 54.25 feet;

Thence, South 66°54'25" East, a distance of 110.21 feet to a point on the arc of a circular curve, concave to the Northwest, having a radius of 285.58 feet and a central angle of 20°41'11"; a radial line bears from said point North 69°40'01" West;

Thence, Southwesterly along the arc of said curve, an arc distance of 103.11 feet to a point on the arc of a circular curve, concave to the West, having a radius of 1340.00 feet and a central angle of 12°05'30"; a radial line bears from said point North 81°05'30" West;

Thence, Southwesterly along the arc of said curve, an arc distance of 282.79 feet to the point of tangency;

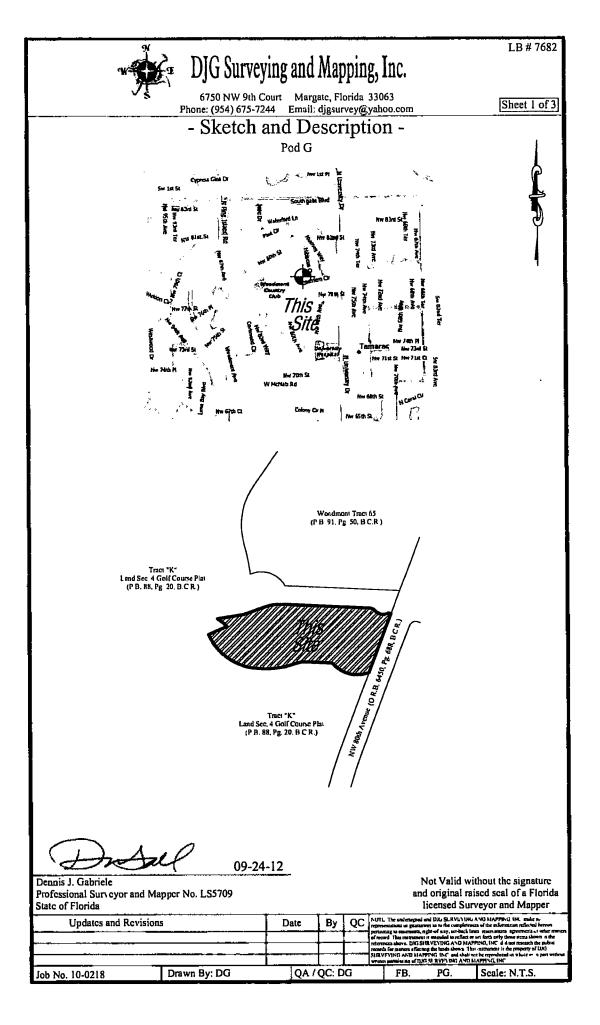
Thence, South 21°00'00" West, a distance of 205.06 to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 58°21'23"; a radial line bears from said point South 74°08'02" West;

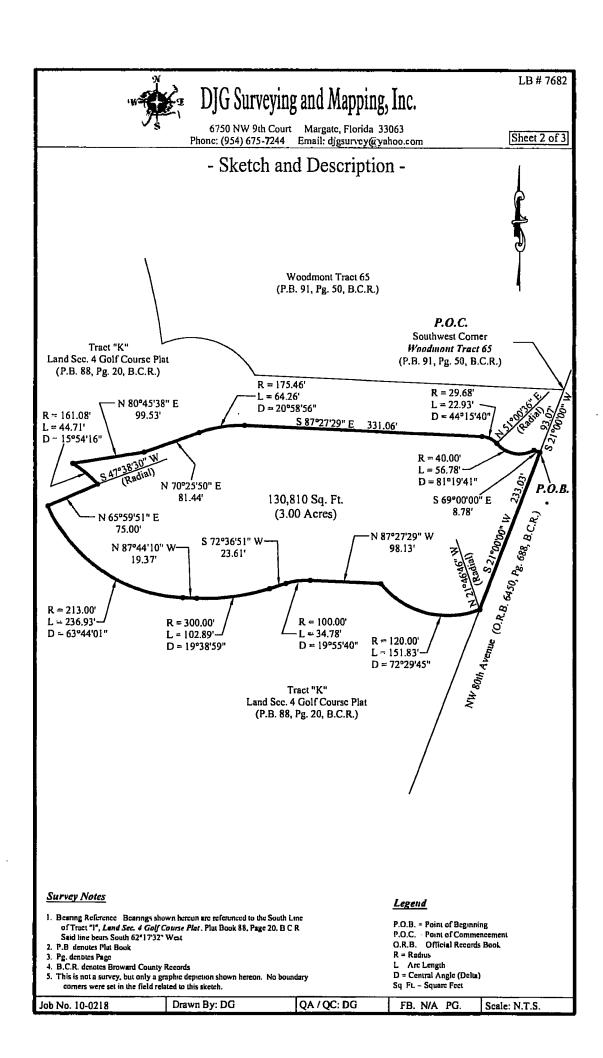
Thence, Southerly along the arc of said curve, an arc distance of 152.78 feet to a point on the Southerly line of said Tract "E";

Thence, North 69°00'00" West, along said Southerly line, a distance of 169.56 feet to the point of curvature of a circular curve, concave to the East, having a radius of 25.00 feet and a central angle of 90°00'00";

Thence, Westerly and Northerly along the arc of said curve, an arc distance of 39.27 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 148,640 square feet (3.41 acres) more or less.







6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 3 of 3

### - Legal Description -

A portion of Tract "K", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner, Woodmont Tract 65, according to the plat thereof, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point also being a point on the Westerly line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet to the **Point of Beginning**;

Thence, continue South 21°00'00" West, along said Westerly line, a distance of 233.03 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'45"; a radial line bears from said point North 21°46'46" West;

Thence, Westerly along the arc of said curve, an arc distance of 151.83 feet;

Thence, North 87°27'29" West, a distance of 98.13 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40"; Thence, Westerly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;

Thence, South 72°36'51" West, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59"; Thence, Westerly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;

Thence, North 87°44'10" West, a distance of 19.37 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 213.00 feet and a central angle of 63°44'01"; Thence, Northwesterly along the arc of said curve, an arc distance of 236.393 feet;

Thence, North 65°59'51" East, a distance of 75.00 feet to a point on the arc of a circular curve, concave to the Southwest, having a radius of 161.08 feet and a central angle of 15°54'16"; a radial line bears from said point South 47°38'30" West;

Thence, Northwesterly along the arc of said curve, an arc distance of 44.71 feet;

Thence, North 80°45'38" East, a distance of 99.53 feet;

Thence, North 70°25'50" East, a distance of 81.44 feet to the point of curvature of a circular curve, concave to the South, having a radius of 175.46 and a central angle of 20°58'56";

Thence, Easterly along the arc of said curve, an arc distance of 64.26 feet;

Thence, South 87°27'29" East, a distance of 331.06 feet to the point of curvature of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40"; Thence, Southeasterly along the arc of said curve, an arc distance of 22.93 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 51°00'36" East;

Thence, Easterly along the arc of said curve, an arc distance of 56.78 feet;

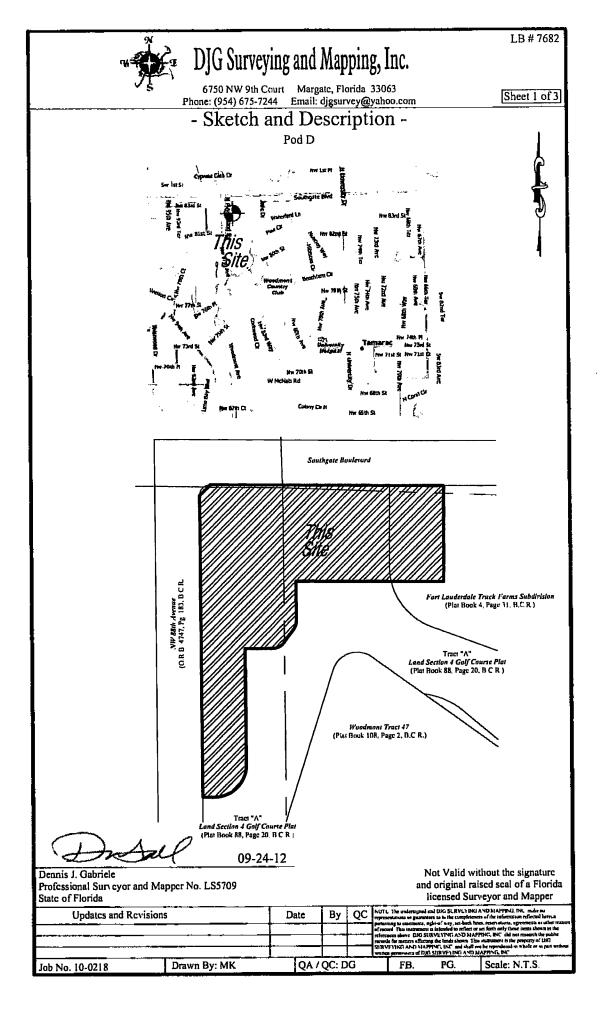
Thence, South 69°00'00" East, a distance of 8.78 feet to a point on the said West line of NW 80th Avenue and the *Point of Beginning*.

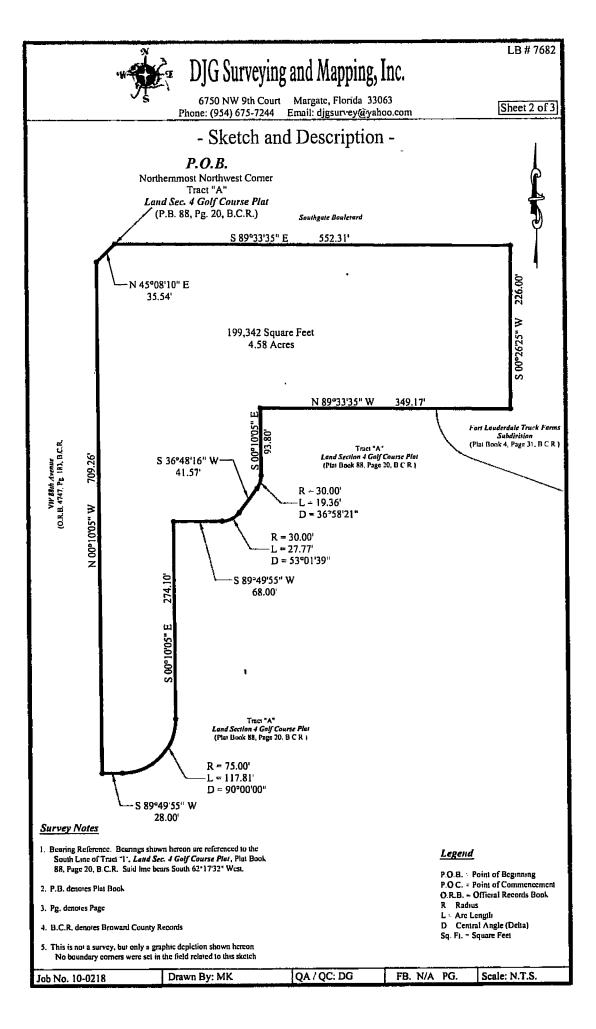
Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,810 square feet (3.00 acres) more or less.

LB # 7682

### EXHIBIT "C"

LEGAL DESCRIPTION FOR THE COMMERCIAL PARCEL







6750 NW 9th Court Margate, Florida 33063
Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 3 of 3

### - Legal Description -

A portion of Tract "A", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of Fort Lauderdale Truck Farms Subdivision, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Beginning at the Northernmost Northwest corner of said Tract "A", said point also being a point on the South line of Southgate Boulevard;

Thence, South 89°33'35" East, along said South line of Southgate Boulevard, and the North line of said Tract "A", a distance of 552.31 feet;

Thence, South 00°26'25" West, a distance of 226.00 feet;

Thence, North 89°33'35" West, a distance of 349.17 feet;

Thence, South 00°10'05" East, a distance of 93.80 feet to the point of curvature of a circular curve, concave to the West, having a radius of 30.00 feet and a central angle of 36°58'21"; Thence, Southwesterly along the arc of said curve, an arc distance of 19.36 feet to the point of tangency;

Thence, South 36°48'16" West, a distance of 41.57 feet to the point of curvature of a circular curve, concave to the North, having a radius of 30.00 feet and a central angle of 53°01'39"; Thence, Southwesterly along the arc of said curve, an arc distance of 27.77 feet to the point of tangency;

Thence, South 89°49'55" West, a distance of 68.00 feet;

Thence, South 00°10'05" East, a distance of 274.10 feet to the point of curvature of a circular curve, concave to the West, having a radius of 75.00 feet and a central angle of 90°00'00"; Thence, Southwesterly along the arc of said curve, an arc distance of 117.81 feet to the point of tangency;

Thence, South 89°49'55" West, a distance of 28.00 feet to a point on the West line of said Tract "A", and a point on the East line of NW 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida;

Thence, North 00°10'05" West, along said West line of Tract "A" and the East line of NW 88th Avenue, a distance of 709.26 feet;

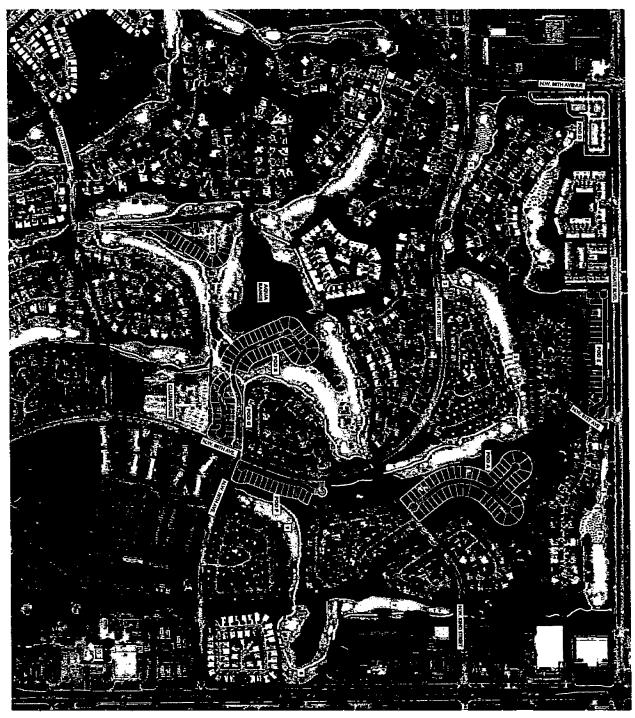
Thence, North 45°08'10" East, a distance of 35.54 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 199,342 square feet (4.58 acres) more or less.

LB # 7682

### EXHIBIT "D"

MASTER PLAN



TOTAL POD AREA	POD AREA TOTAL DWELLING UNITS TOTAL DENSITY	POD AREA TOTAL DENSITY TOTAL DENSITY	POD AREA TOTAL DWELLING UNITS TOTAL DENSITY	POD AREA TOTAL DWRELING UNITS TOTAL DENSITY POD D. CO-PRINCIAL POD AREA	POD AREA TOTAL DWELLING UNITS TOTAL DENSITY	POD A POD AREA TOTAL DWELLING UNITS TOTAL DENSITY
39.69.AC.	3,00 AC. 20 6.6 DU/AC.	4:1 DUNAC 14 3:41 AC	6.58 AC. 19 29 DUIAC.	5.55 A.C. 21 1.78 DUI/A.C. 4.58 A.C.	7.1 AC 31 4.37 DUI/AC	9,47 AC 47 4,96 DUIAC

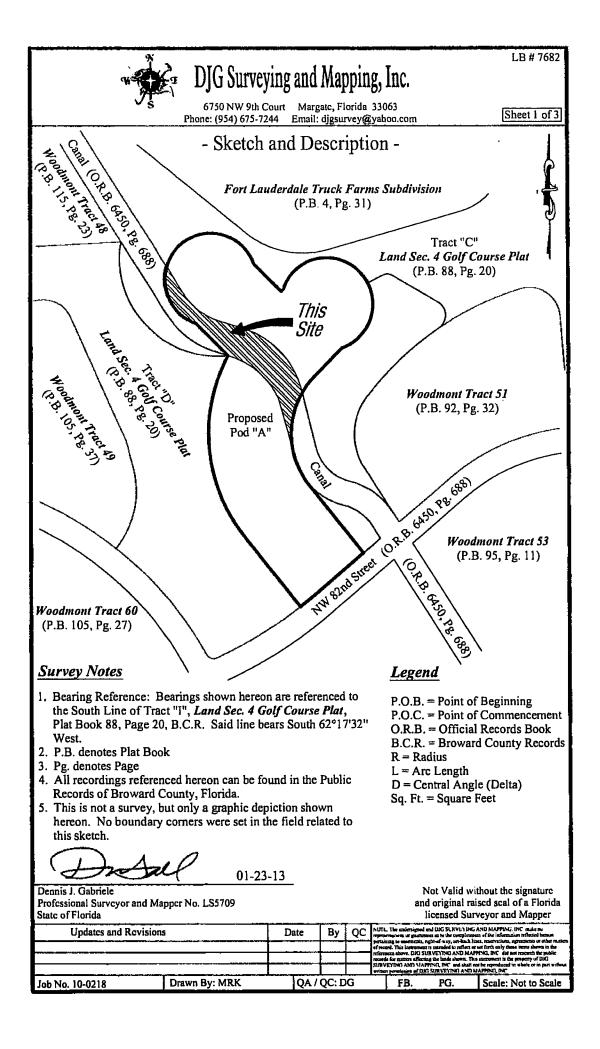
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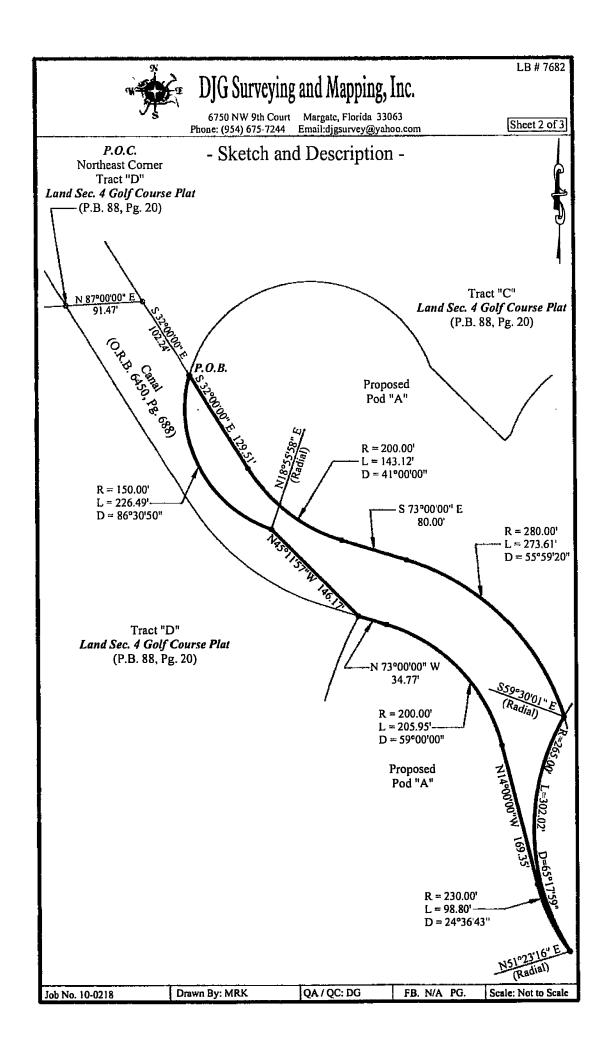
WOODMONT COUNTRY CLUB CONCEPTUAL MASTER PLAN



### EXHIBIT "E"

SKETCH AND LEGAL DESCRIPTION OF WATERWAY AREAS AND NEW WATERWAY AREAS







6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 3 of 3

LB # 7682

### - Legal Description -

A portion of a canal, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of Tract "D", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida; Thence, North 87°00'00" East, along the Easterly extension of said line, a distance of 91.47 feet to a point on the Easterly line of said canal;

Thence, South 32°00'00" East, along said Easterly line, a distance of 102.24 feet to the **Point** of Beginning;

Thence, continue South 32°00'00" East, a distance of 129.51 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 200.00 feet and a central angle of 41°00'00";

Thence, Southeasterly along the arc of said curve, an arc distance of 143.12 feet to the point of tangency;

Thence, South 73°00'00" East, a distance of 80.00 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 280.00 feet and a central angle of 55°59'20";

Thence, Southeasterly along the arc of said curve, an arc distance of 273.61 feet to a point of cusp of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of 65°17'59", a radial line bears from said point South 59°30'01" East;

Thence, Southerly along the arc of said curve, an arc distance of 302.02 feet to a point of cusp of a circular curve, concave to the East, having a radius of 230.00 feet and a central angle of 24°36'43", a radial line bears from said point North 51°23'16" East;

Thence, Northerly along the arc of said curve, an arc distance of 98.80 feet to the point of tangency;

Thence, North 14°00'00" West, a distance of 169.35 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 200.00 feet and a central angle of 59°00'00";

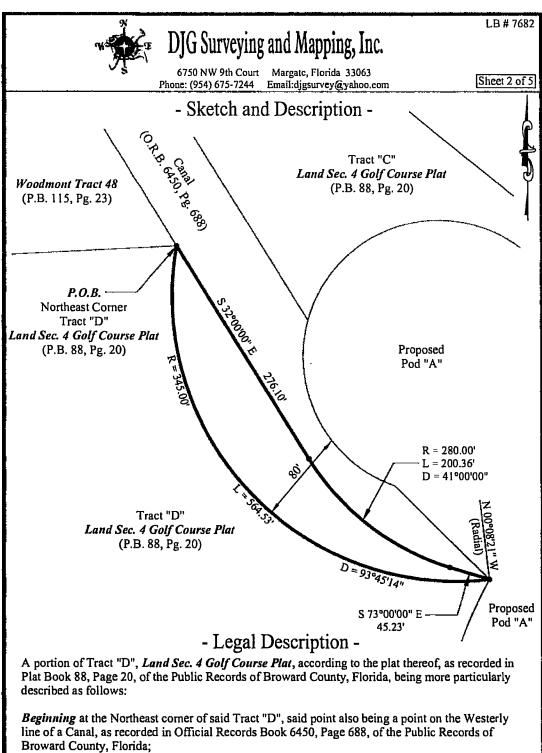
Thence, Northwesterly along the arc of said curve, an arc distance of 205.95 feet to the point of tangency;

Thence, North 73°00'00" West, a distance of 34.77 feet;

Thence, North 45°11'57" West, a distance of 146.17 feet to a point of cusp of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 86°30'50", a radial line bears from said point North 18°55'58" East;

Thence, Northwesterly and Northerly along the arc of said curve, an arc distance of 226.49 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 40,486.15 square feet (0.929 acres) more or less.



Thence, South 32°00'00" East, along said Westerly line, a distance of 276.10 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 280.00 feet and a central angle of 41°00'00";

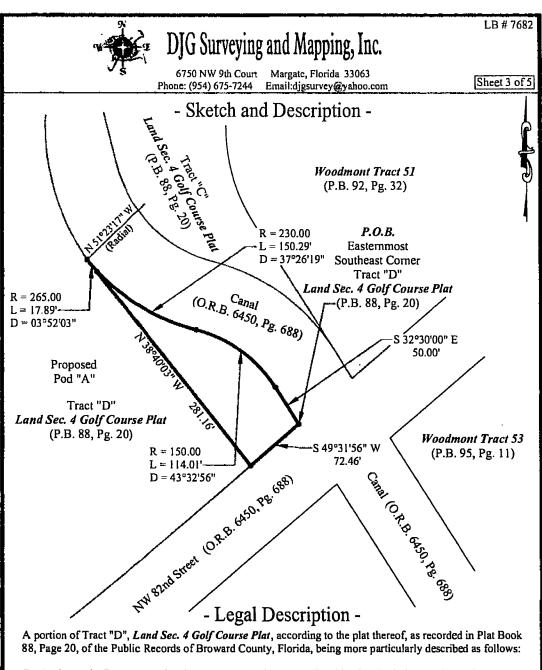
Thence, Southeasterly along said Westerly line, and the arc of said curve, an arc distance of 200.36 feet to the point of tangency;

Thence, continuing along said Westerly line, South 73°00'00" East, a distance of 45.23 feet to a point on the arc of a circular curve, concave to the Northeast, having a radius of 345.00 feet and a central angle of 93°45'14", a radial line bears from said point North 00°08'21" West;

Thence, Northwesterly and Northerly along the arc of said curve, an arc distance of 564.53 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 20,532.12 square feet (0.47 acres) more or less.

Job No. 10-0218 Drawn By: MRK QA / QC: DG FB. N/A PG. Scale: Not to Scale



Beginning at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Westerly line of a Canal, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida and also being a point on the Northerly line of NW 82nd Avenue, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 49°31'56" West, along said Northerly line, a distance of 72.46 feet;

Thence, North 38°40'03" West, a distance of 281.16 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 265.00 feet and a central angle of 03°52'03", said point also being a point on the Westerly line of said Canal;

Thence, Northerly along the arc of said curve, and Westerly line of said Canal, an arc distance of 17.89 feet to a point on the arc of a circular curve, concave to the Northeast, having a radius of 230.00 feet and a central angle of 37°26'19", a radial line bears from said point North 51°23'17" West;

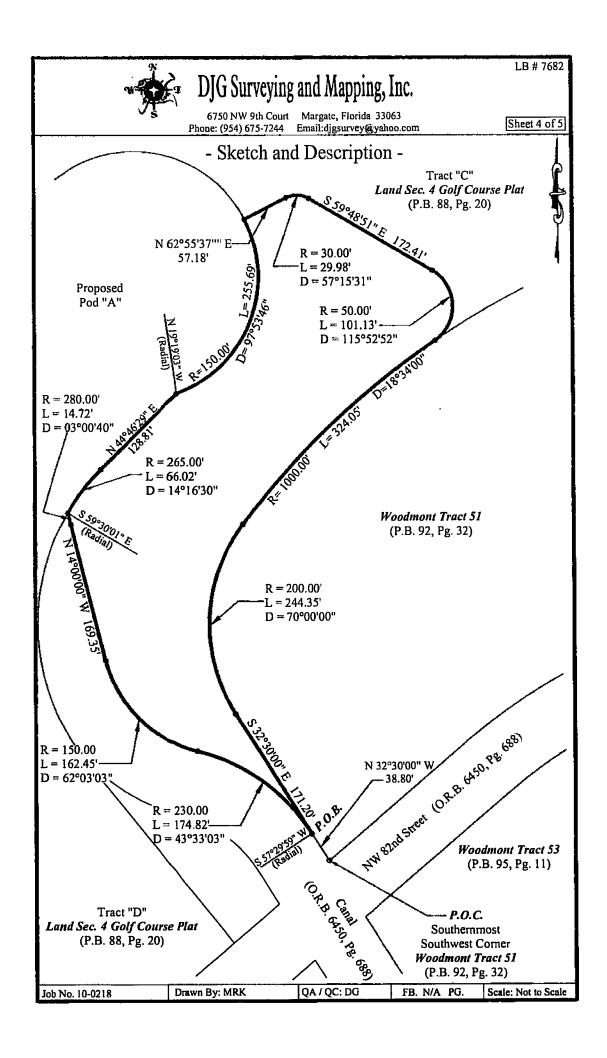
Thence, Southeasterly along the arc of said curve, and Westerly line of said Canal, an arc distance of 150.29 feet to the point of reverse curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 43°32'56";

Thence, Southeasterly along the arc of said curve, and Westerly line of said Canal, an arc distance of 114.01 feet.

Thence, South 32°30'00" East, a distance of 50.00 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 13,530.05 square feet (0.311 acres) more or less.

Job No. 10-0218 Drawn By: MRK QA / QC: DG FB. N/A PG. Scale: Not to Scale



6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 5 of 5

LB # 7682

### - Legal Description -

A portion of Tract "C", Land Sec. 4 Golf Course Plat, according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southernmost Southwest corner of Woodmont Tract 51, according to the plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida, said point also being a point on the Northerly right-of-way line of NW 82nd Street:

Thence, North 32°30'00" West, along the Westerly line of said *Woodmont Tract 51*, a distance of 38.80 feet to the *Point of Beginning*, said point also being a point on the arc of a circular curve, concave to the Southwest, having a radius of 230.00 feet and a central angle of 43°33'03", a radial line bears from said point South 57°29'59" West;

Thence, Northwesterly along the arc of said curve, an arc distance of 174.82 feet to the point of reverse curvature of a circular curve, concave to the North, having a radius of 150.00 feet and a central angle of 62°03'03";

Thence, Westerly and Northwesterly along the arc of said curve, an arc distance of 162.45 feet to the point of tangency;

Thence, North 14°00'00" West, a distance of 169.35 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 280.00 feet and a central angle of 03°00'40";

Thence, Northwesterly along the arc of said curve, an arc distance of 14.72 feet to a point of cusp of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of 14°16'30", a radial line bears from said point South 59°30'01" East;

Thence, Northeasterly along the arc of said curve, an arc distance of 66.02 feet to the point of tangency;

Thence, North 44°46'29" East, a distance of 128.81 feet to a point of cusp of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 97°53'46", a radial line bears from said point North 19°19'03" West;

Thence, Easterly, Northerly and Westerly along the arc of said curve, an arc distance of 255.69 feet to a point on a radial line;

Thence, North 62°55'37" East, a distance of 57.18 feet to the point of curvature of a circular curve, concave to the South, having a radius of 30.00 feet and a central angle of 57°15'31"; Thence, Northeasterly along the arc of said curve, an arc distance of 29.98 feet to the point of tangency;

Thence, South 59°48'51" East, a distance of 172.41 feet to the point of curvature of a circular curve, concave to the West, having a radius of 50.00 feet and a central angle of 115°52'52";

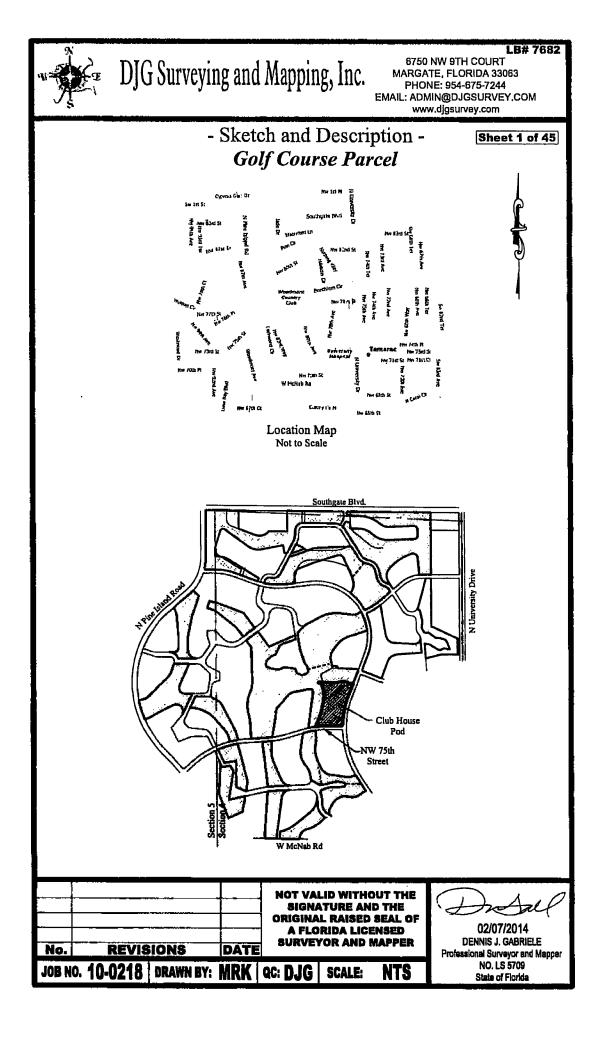
Thence, Southeasterly, Southerly and Southwesterly along the arc of said curve, an arc distance of 101.13 feet to a point on the Northerly line of said *Woodmont Tract 51*, and the point of reverse curvature of a circular curve, concave to the Southeast, having a radius of 1000.00 feet and a central angle of 18°34'00";

Thence, Southwesterly along the arc of said curve, and continuing along said Northerly line, an arc distance of 324.05 feet to the point of compound curvature of a circular curve, concave to the East, having a radius of 200.00 feet and a central angle of 70°00'00"; Thence, Westerly and Southerly along the arc of said curve, and the Westerly line of said Woodmont Tract 51, an arc distance of 244.35 feet to the point of tangency; Thence, South 32°30'00" East, along said Westerly line, a distance of 171.20 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 122.104.96 square feet (2.803 acres) more or less.

### EXHIBIT "F"

LEGAL DESCRIPTION OF GOLF COURSE PARCEL





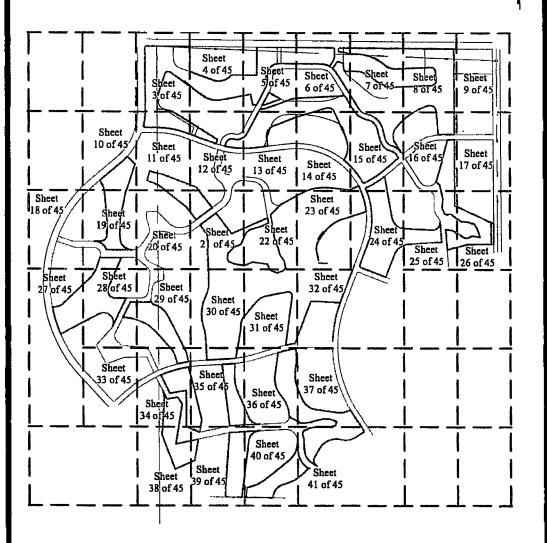
## DJG Surveying and Mapping, Inc.

LB# 7682

6750 NW 9TH COURT
MARGATE, FLORIDA 33063
PHONE: 954-675-7244
EMAIL: ADMIN@DJGSURVEY.COM
www.djgsurvey.com

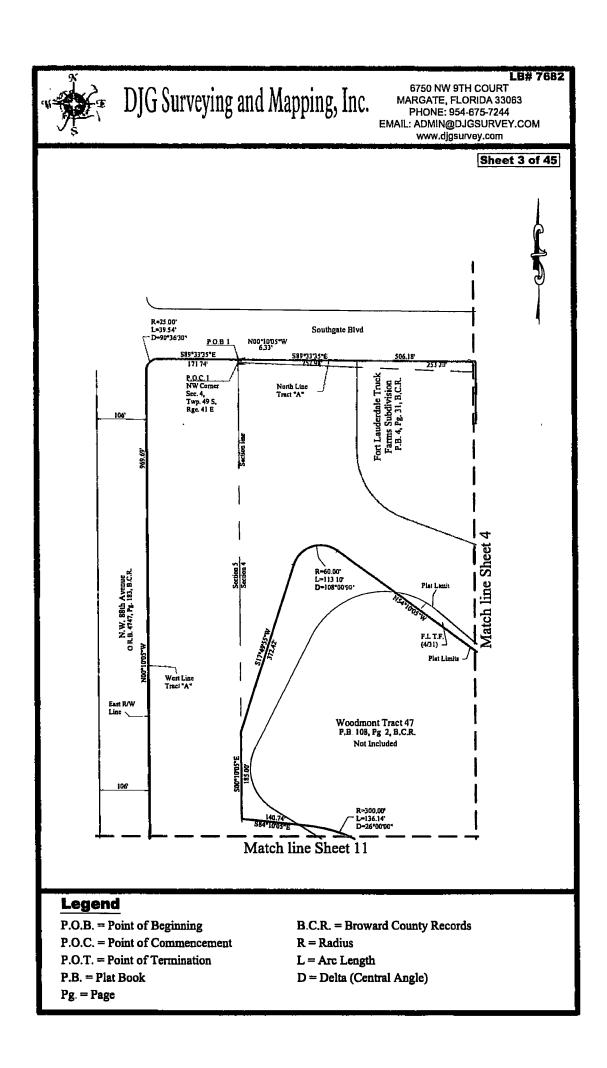
### **KEY SHEET**

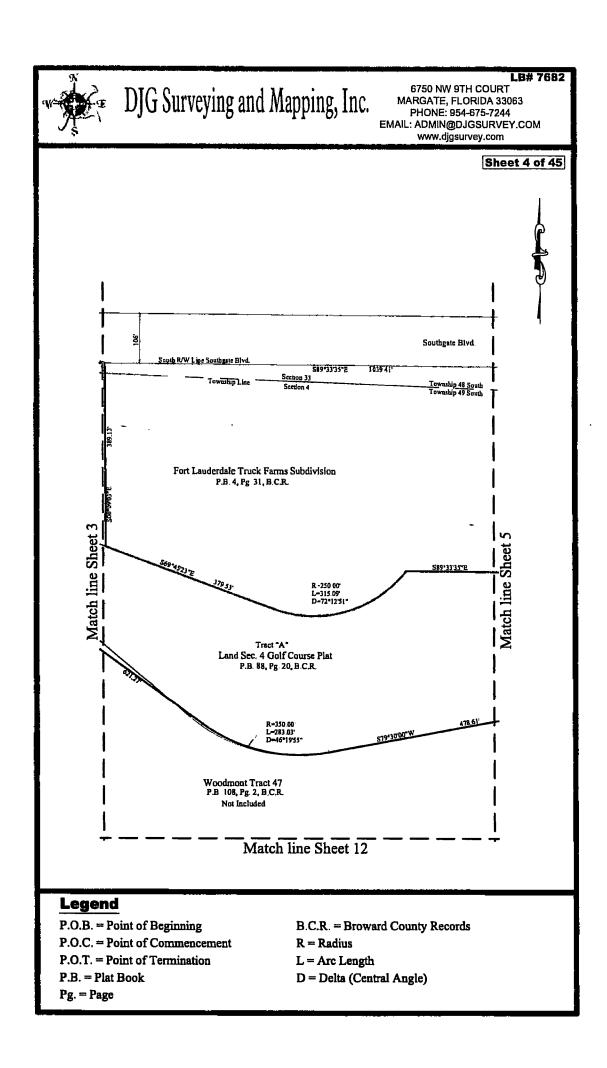


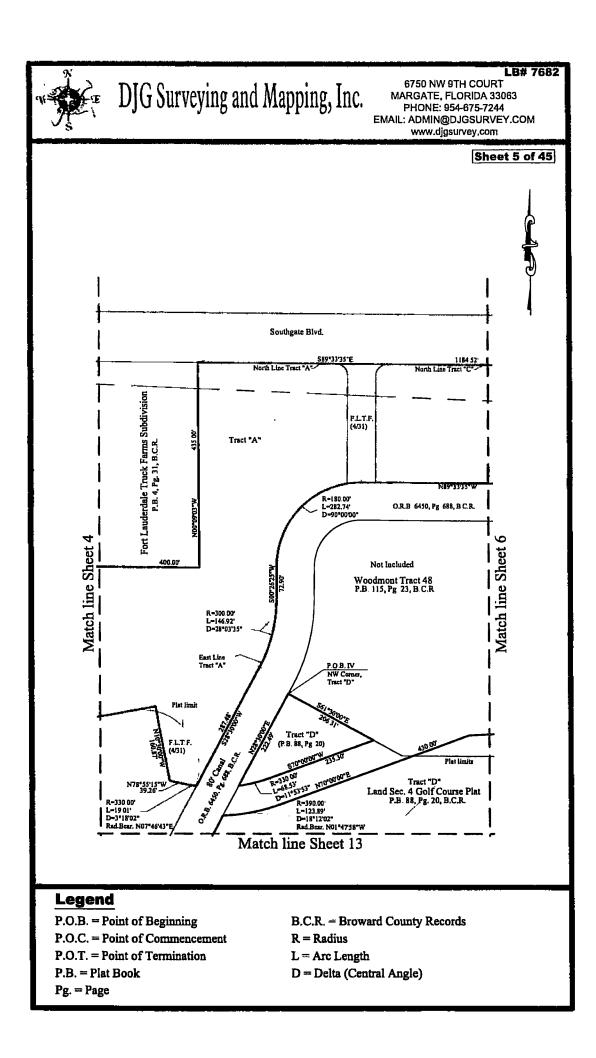


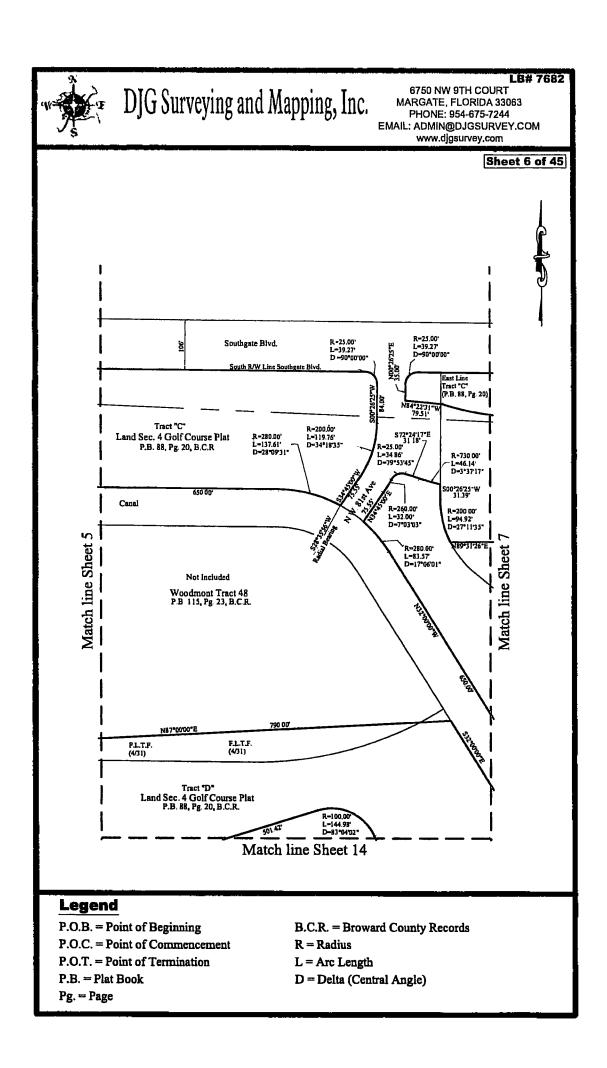
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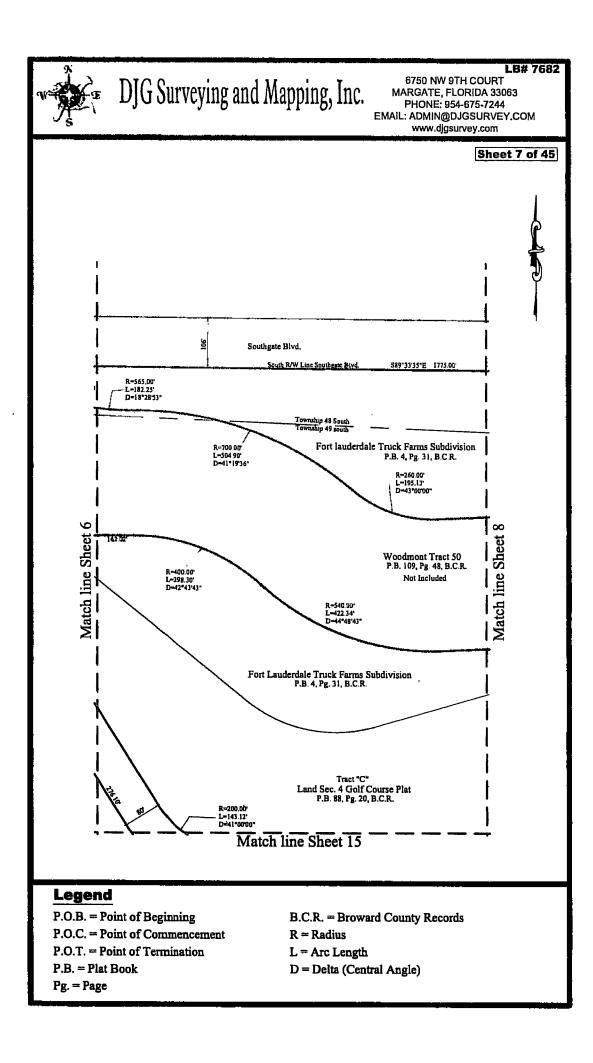
- 1. BEARING REFERENCE: The Bearings shown hereon are referenced to the recorded plat.
- 2. This is not a survey, but only a graphic depiction of the land shown hereon and its calculated legal description. No boundary corners were set in the field related to this sketch.
- 3. All recordings shown hereon are referenced to the Public Records of Broward County, Florida.

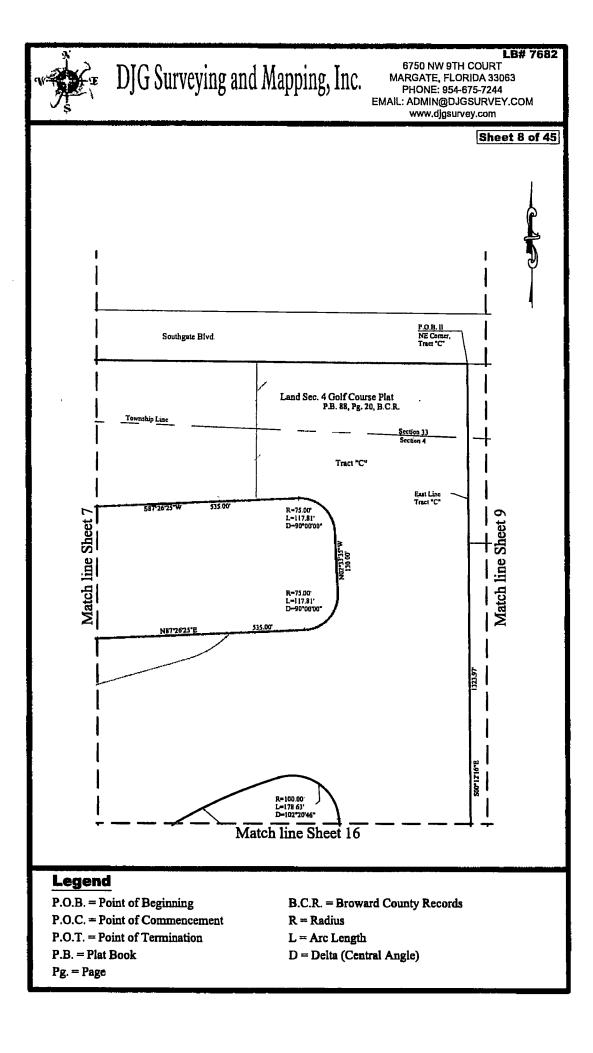


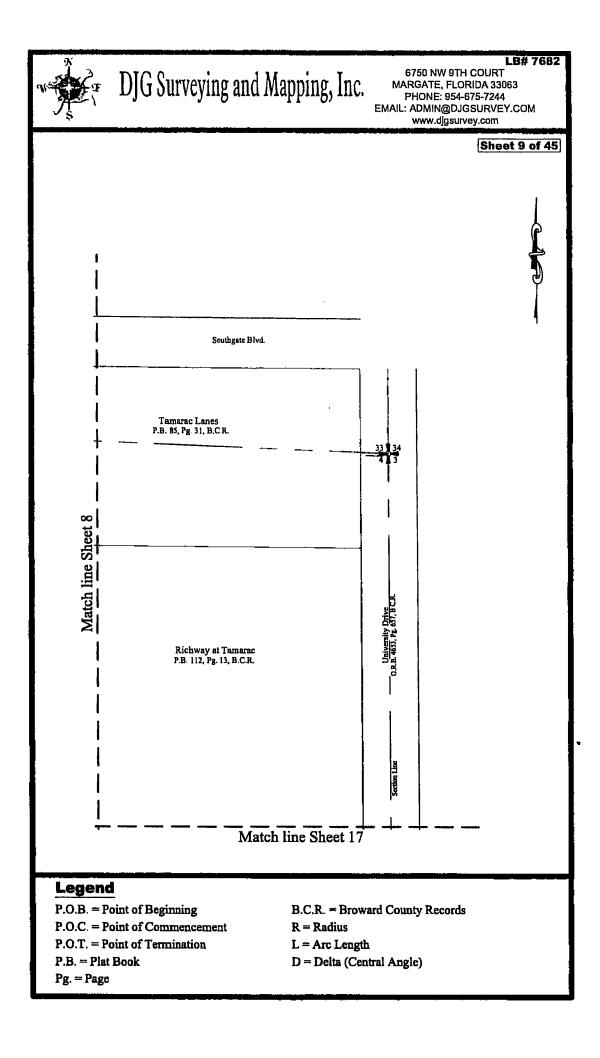


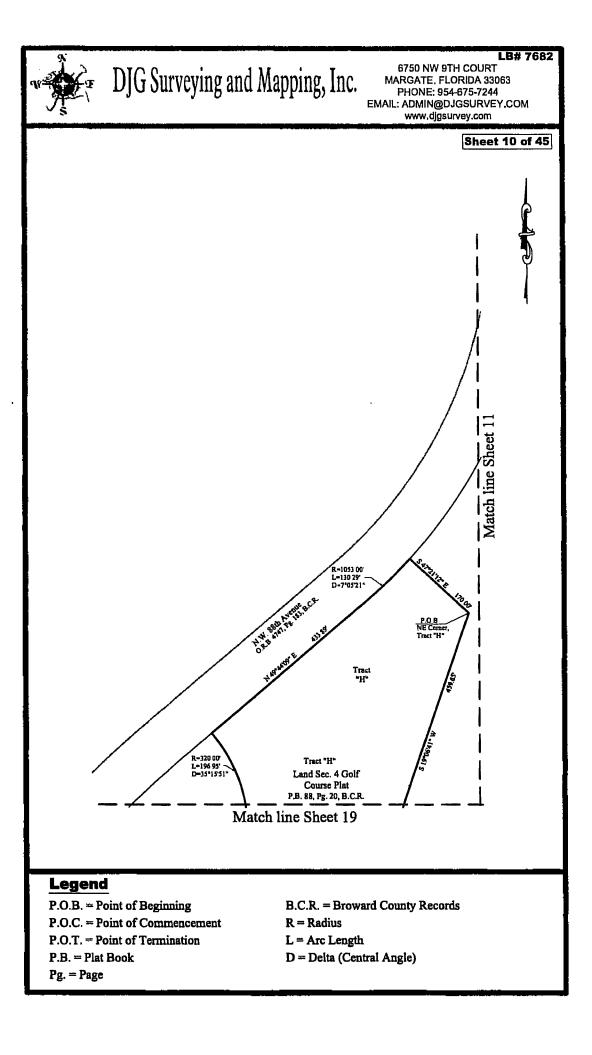


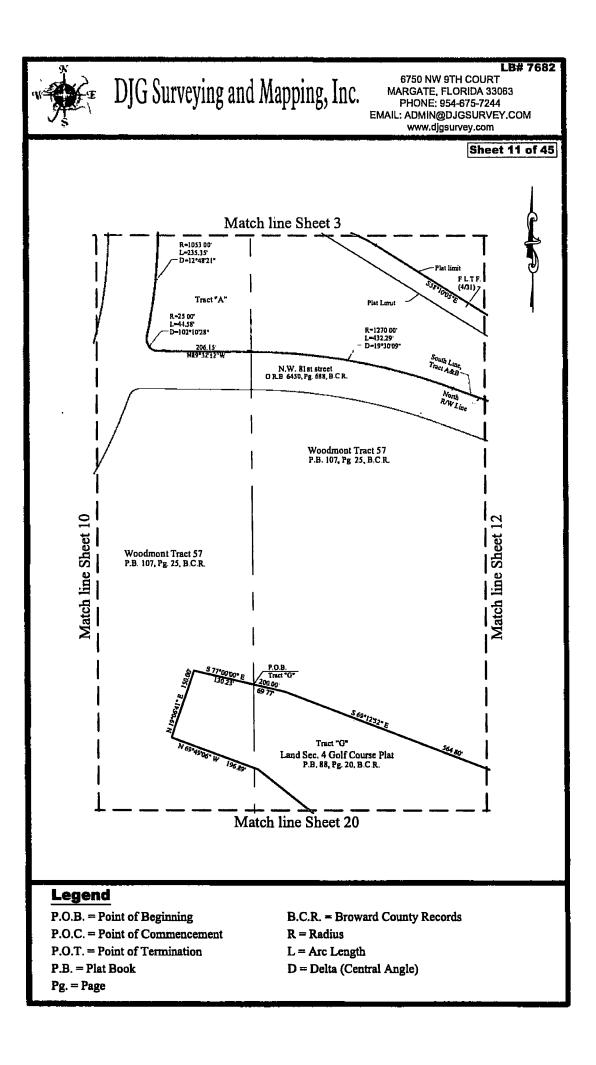


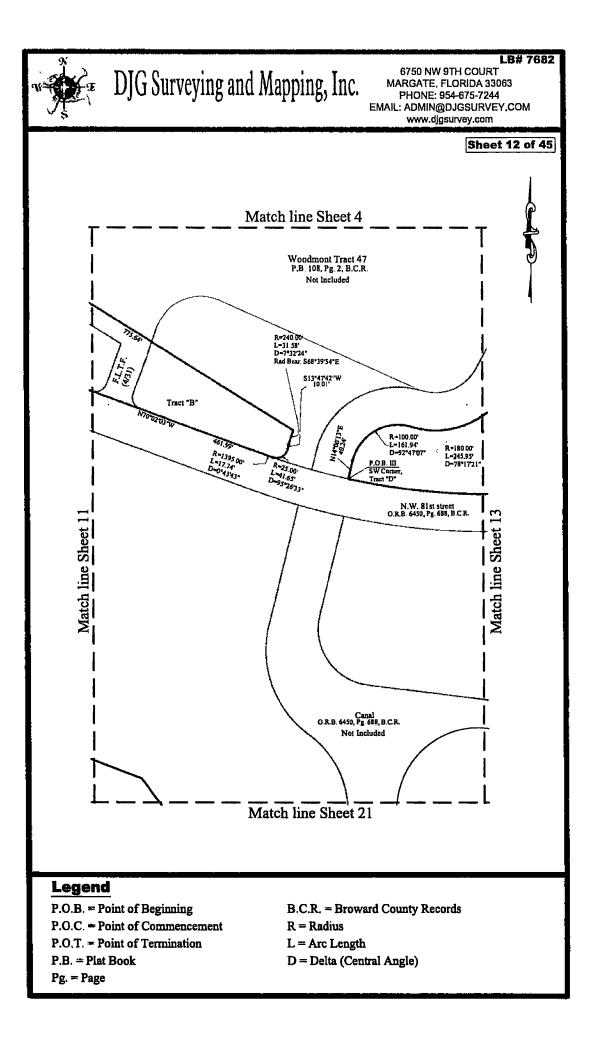


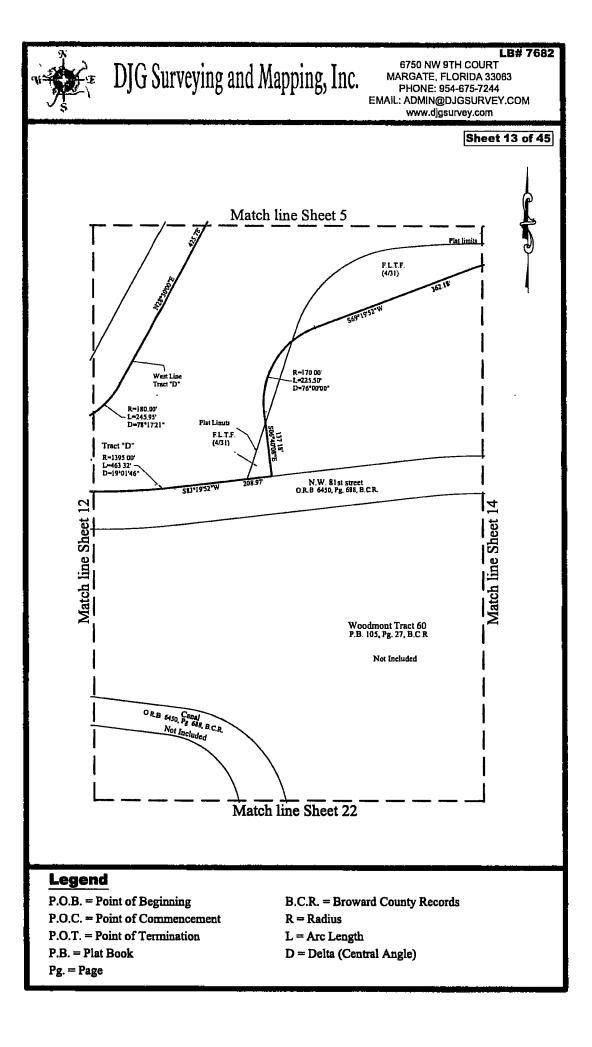


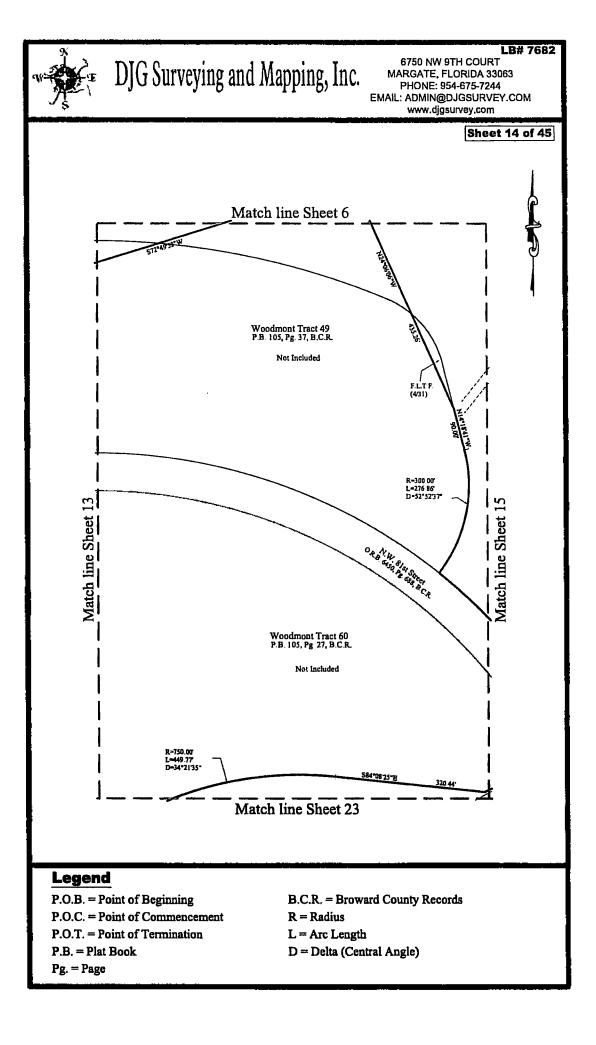


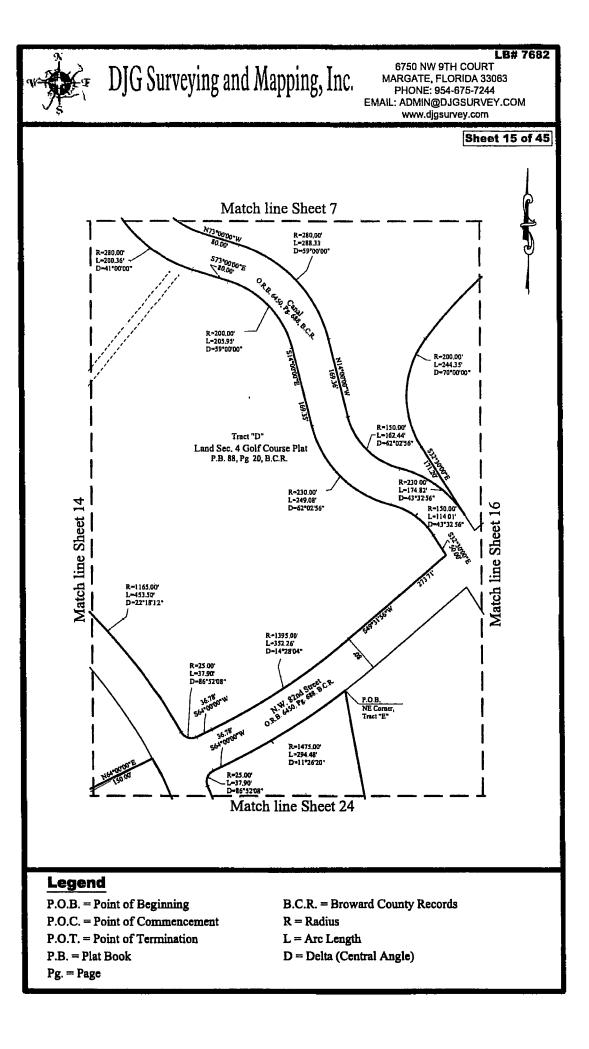


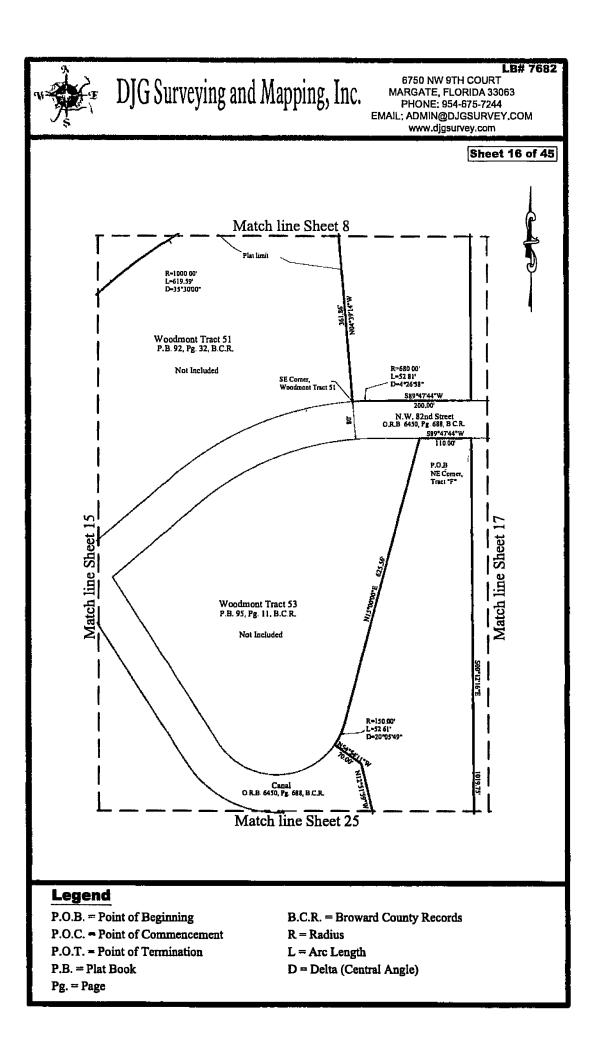


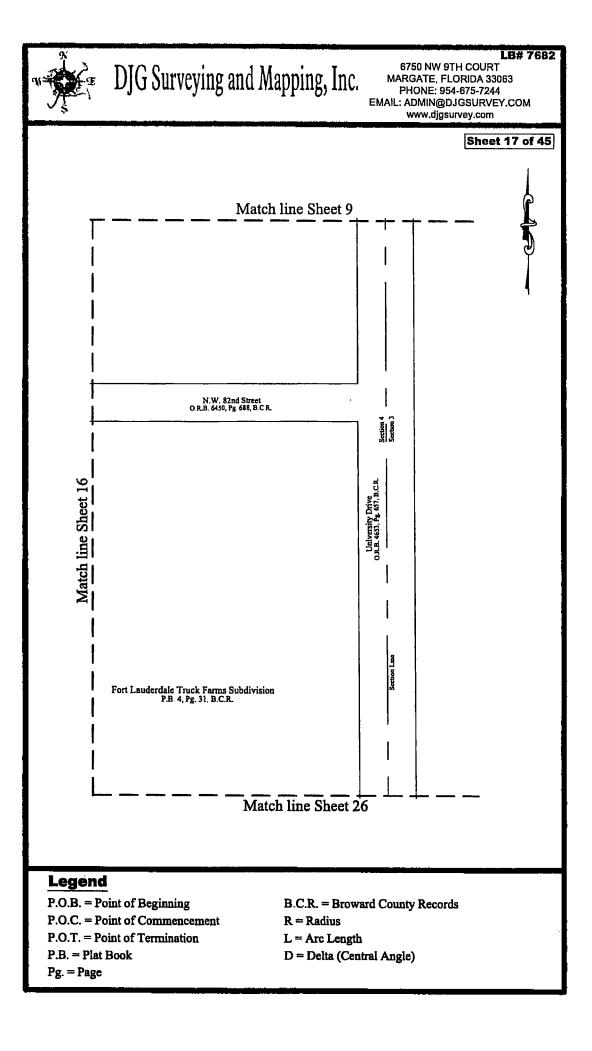


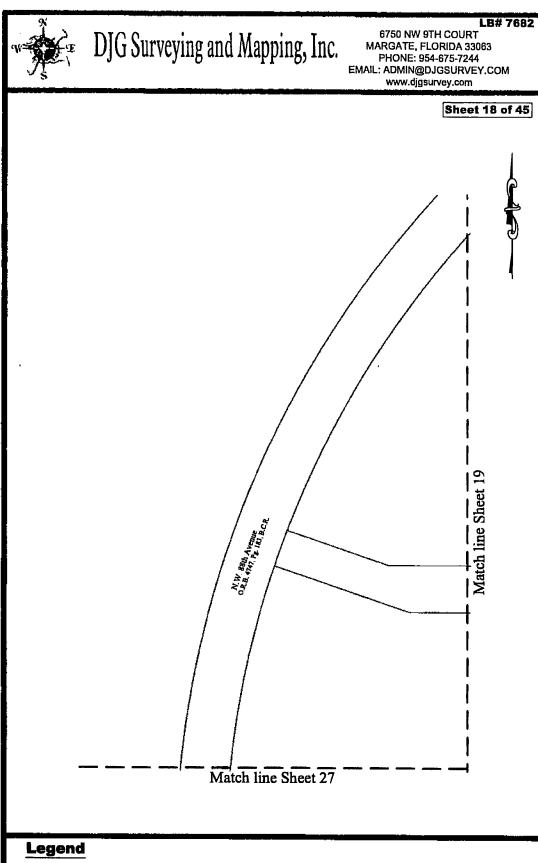












P.O.B. = Point of Beginning

P.O.C. - Point of Commencement

P.O.T. - Point of Termination

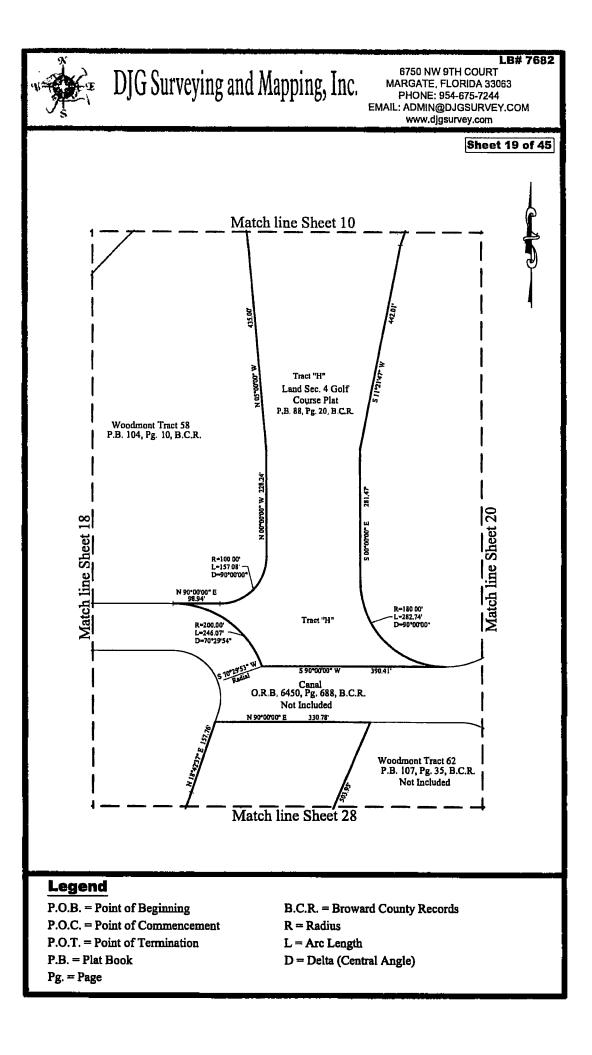
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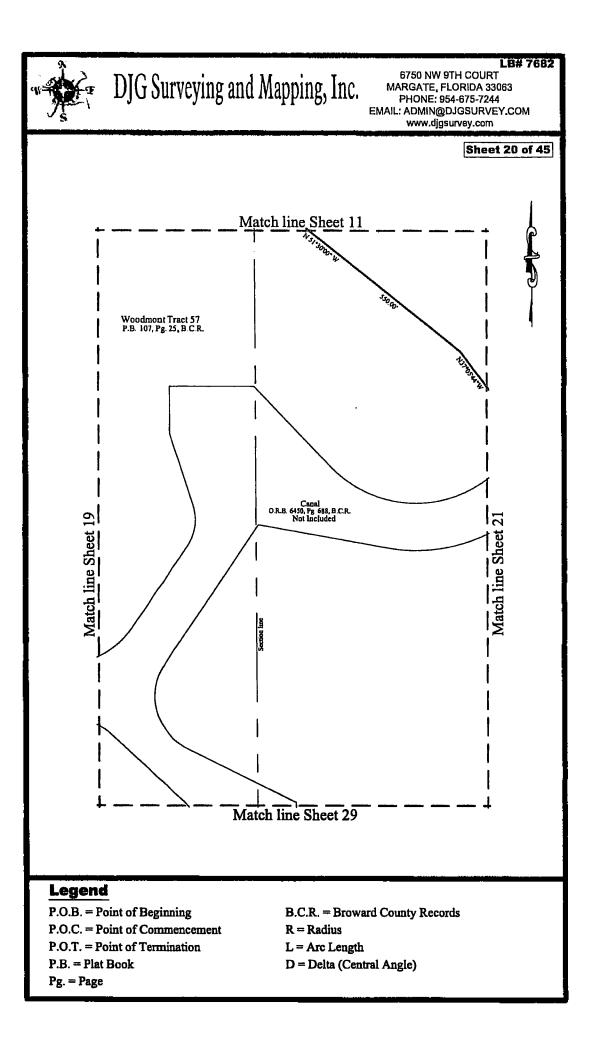
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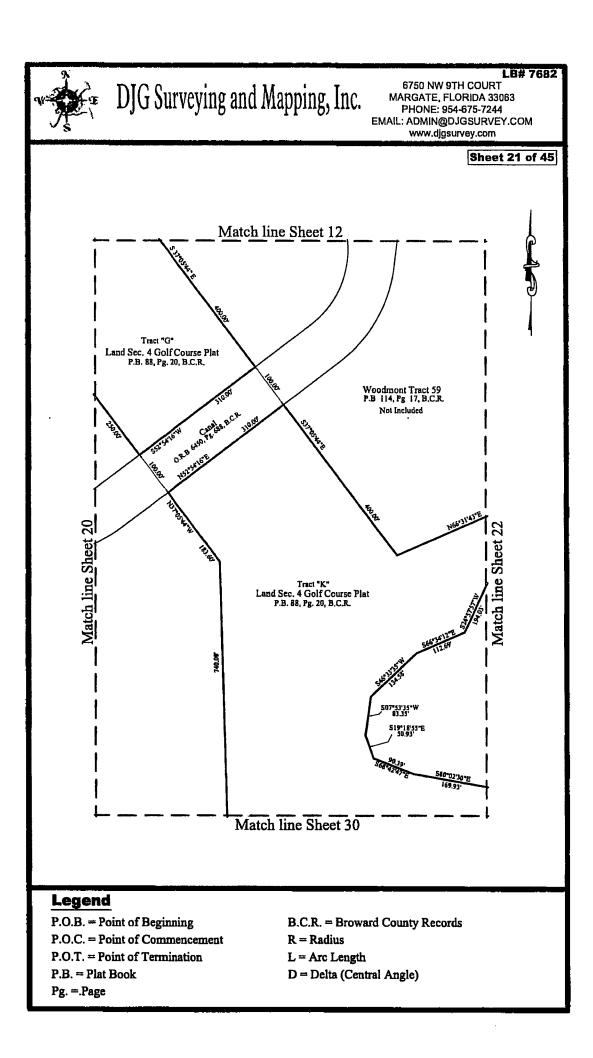
B.C.R. = Broward County Records

R = Radius

L = Arc Length







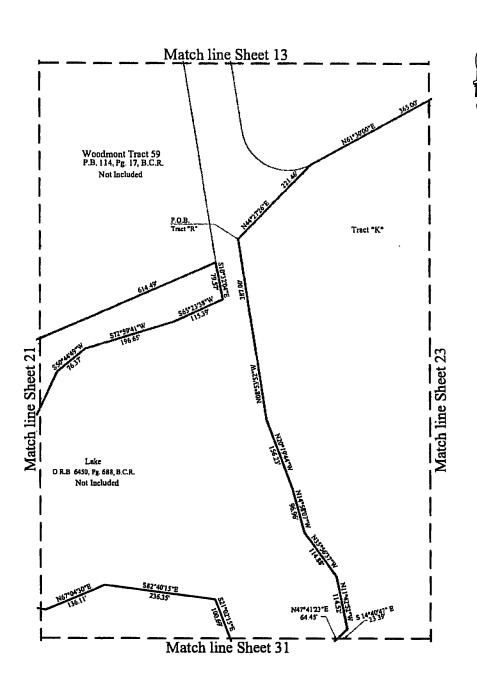


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www.djgsurvey.com





#### Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

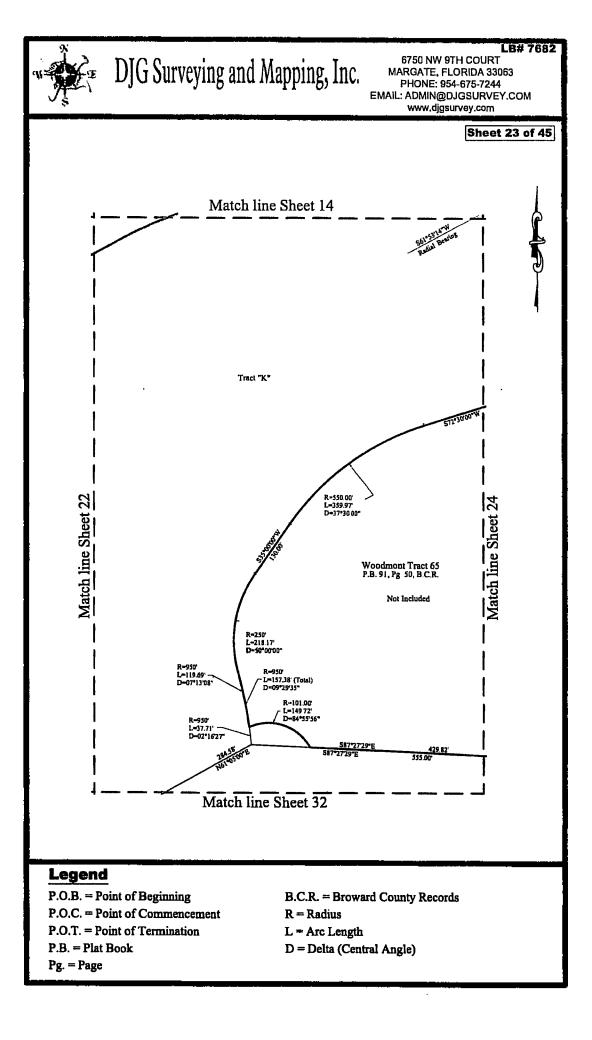
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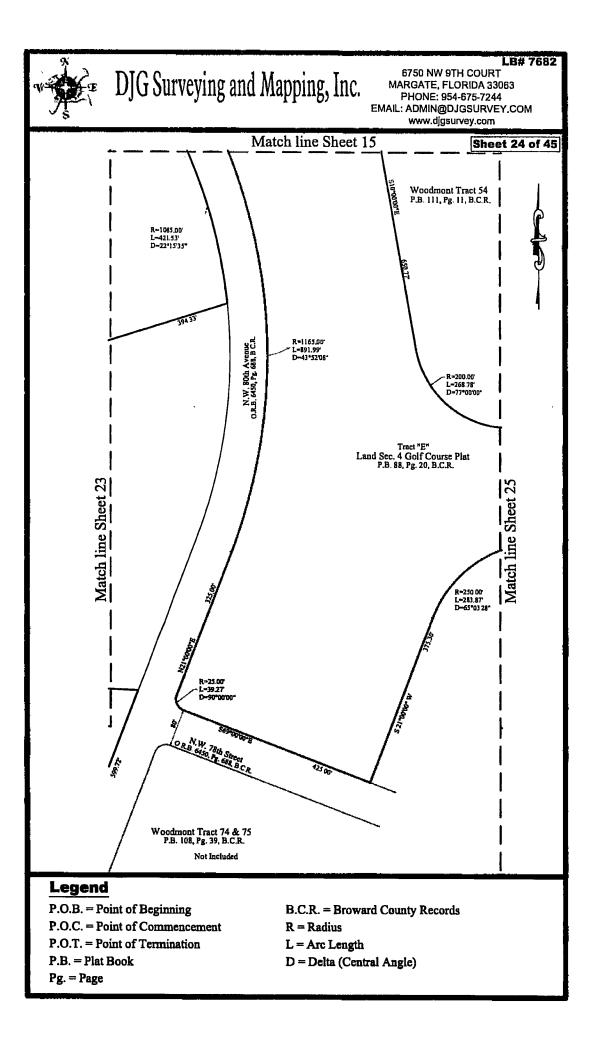
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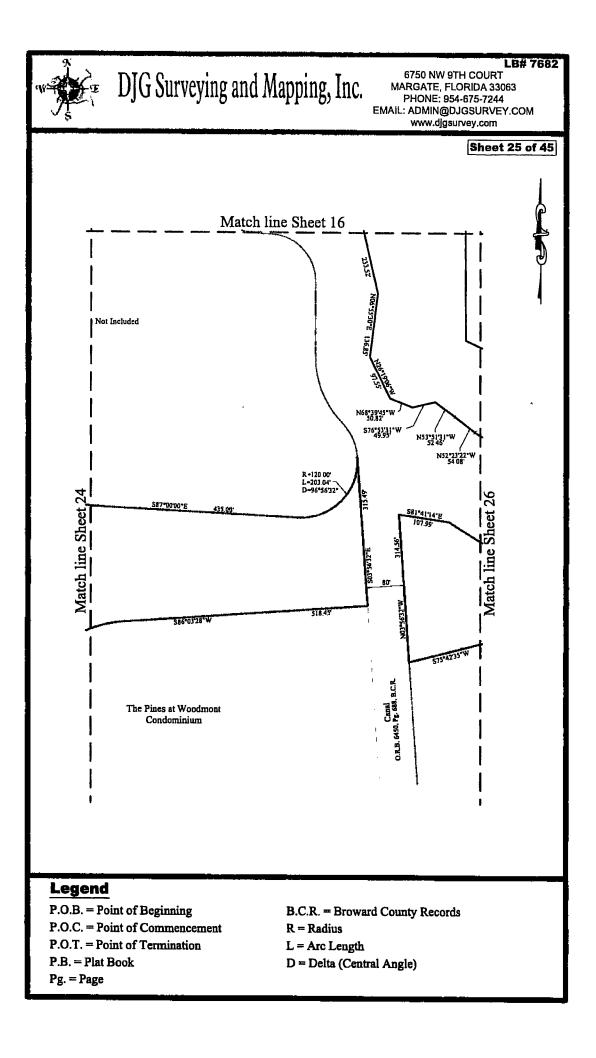
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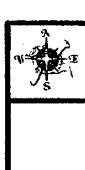
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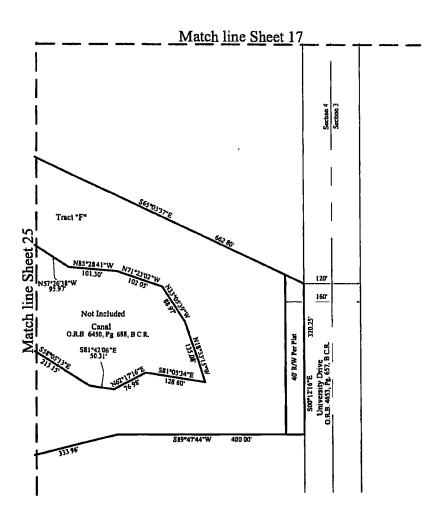


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#### Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

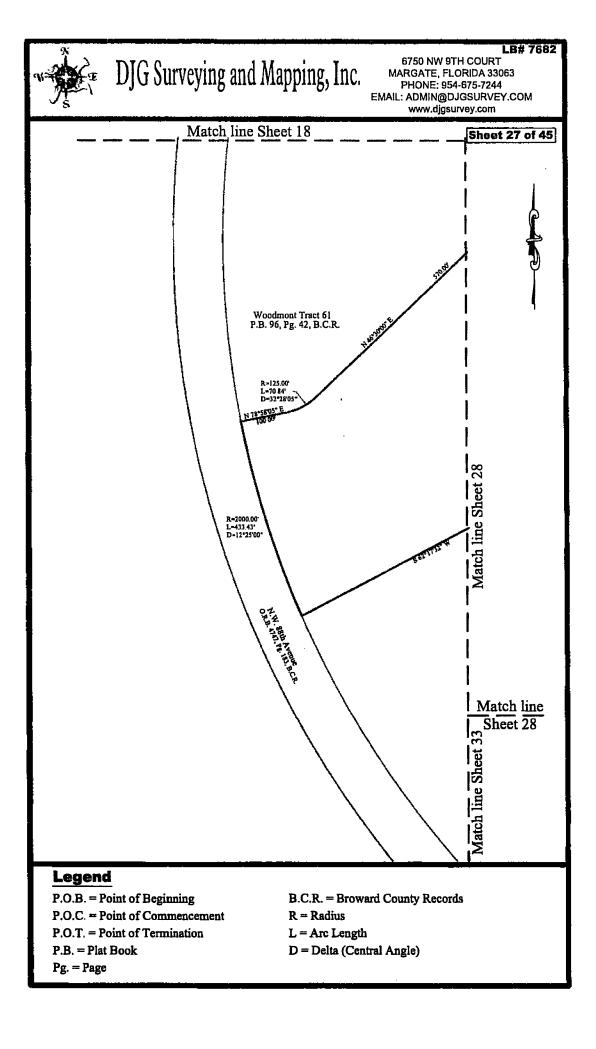
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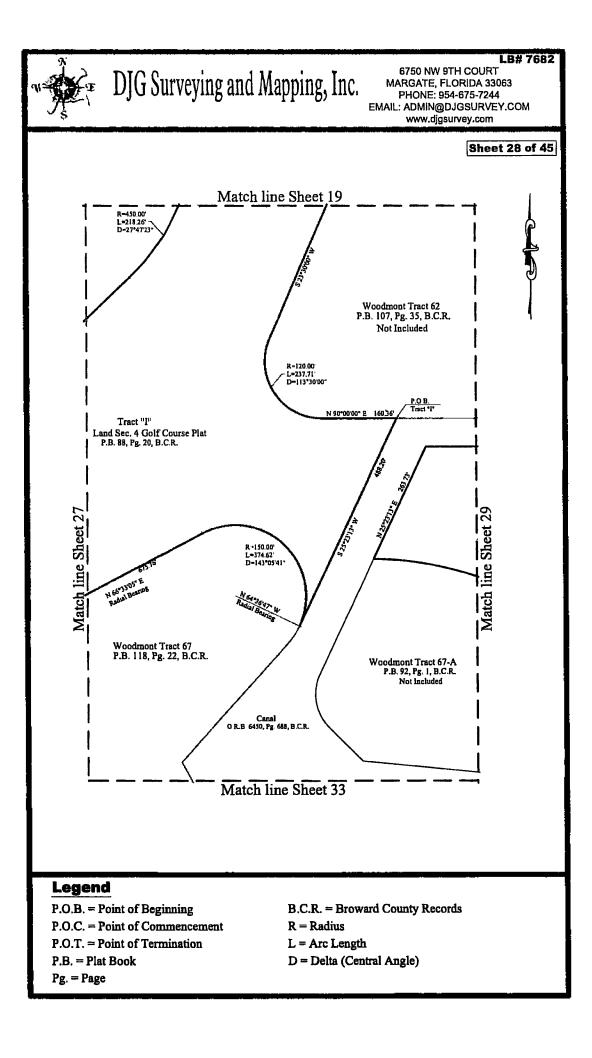
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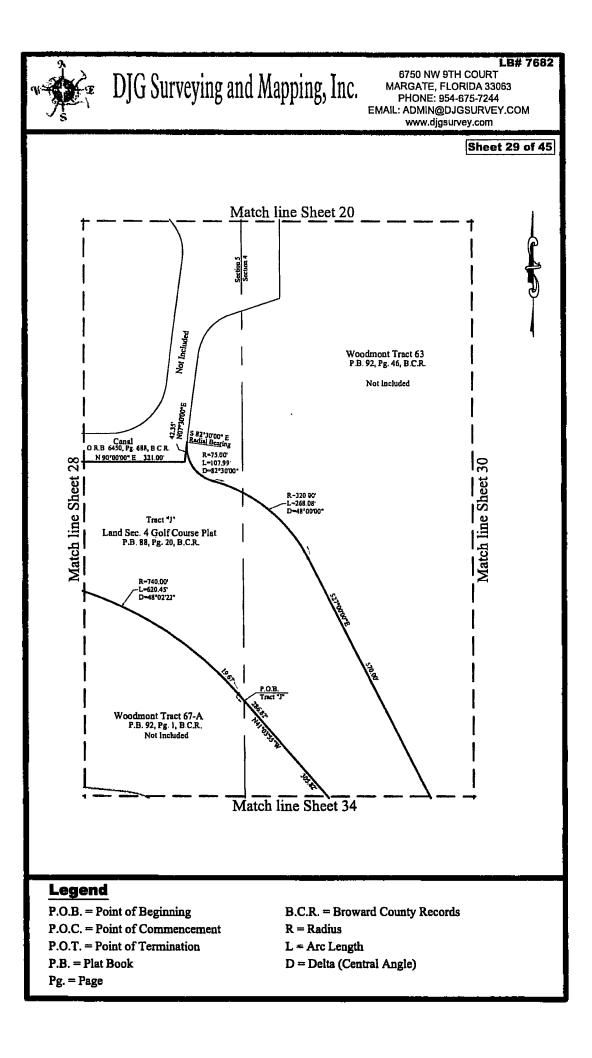
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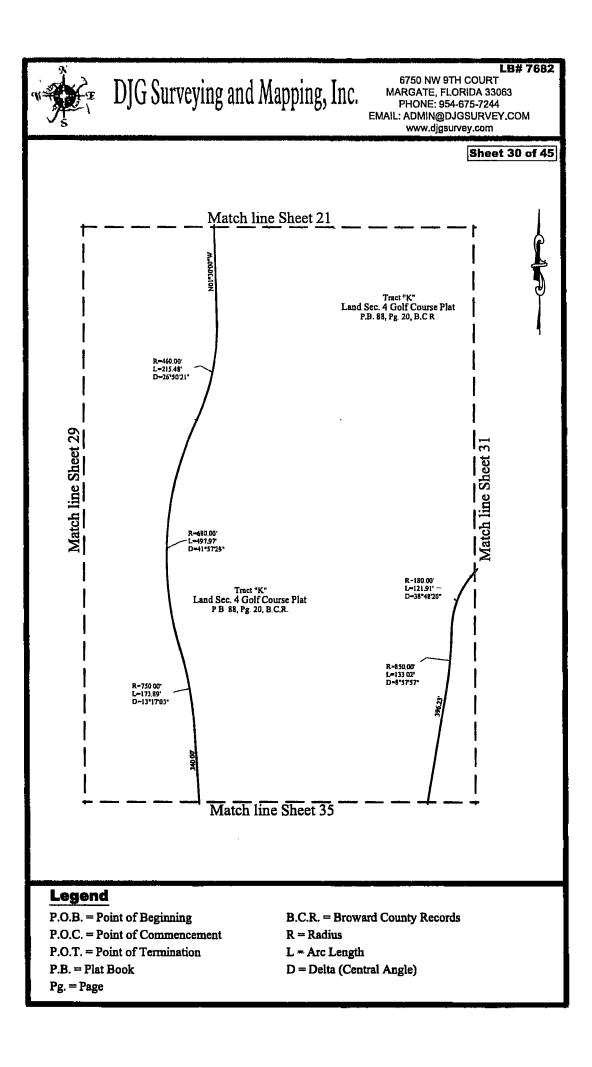
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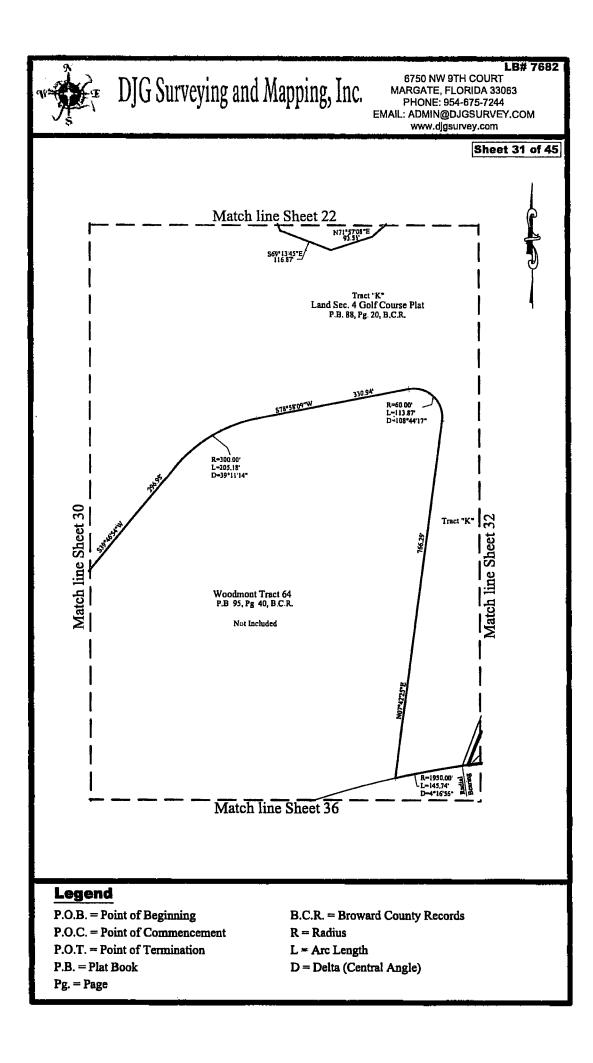
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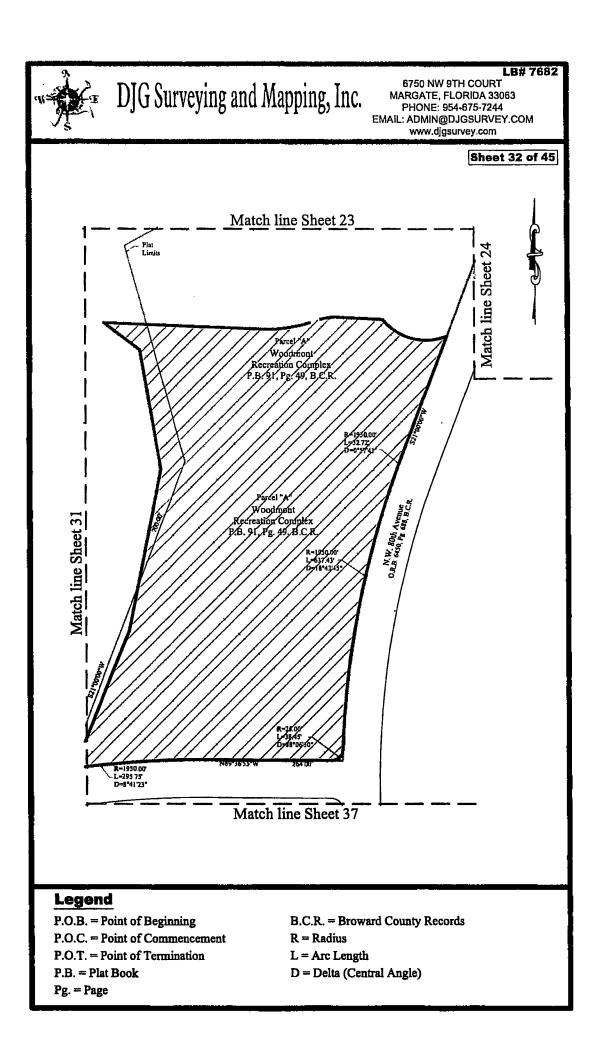


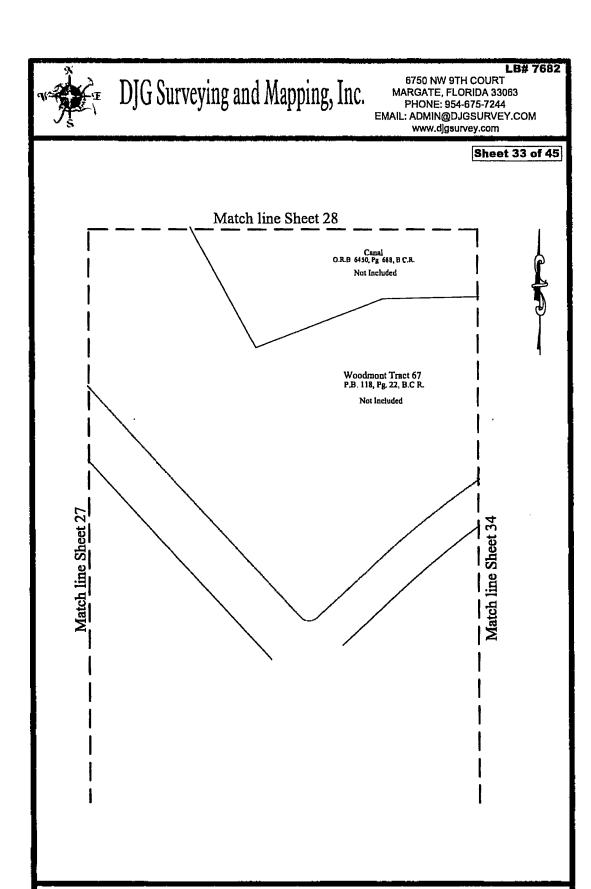












#### Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

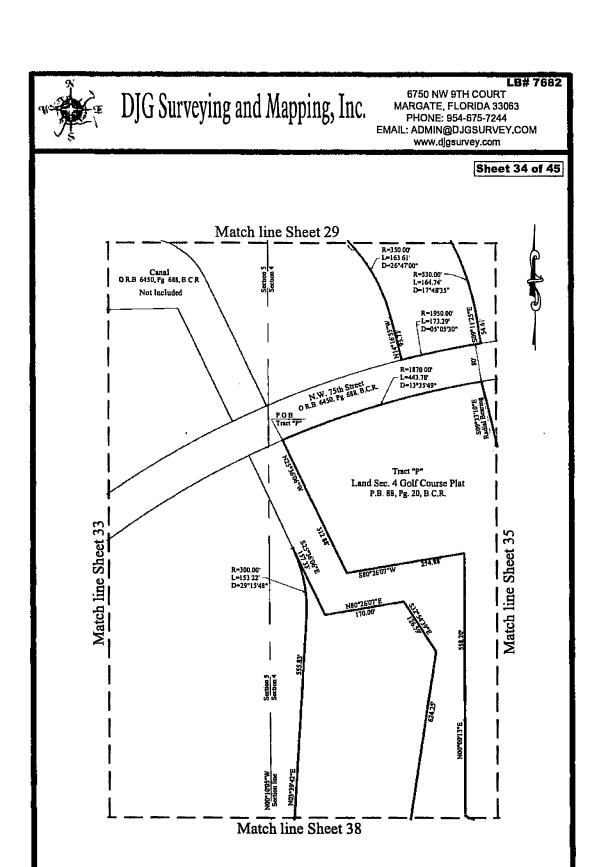
P.B. = Plat Book

Pg. = Page

B.C.R. = Broward County Records

R = Radius

L = Arc Length



#### Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

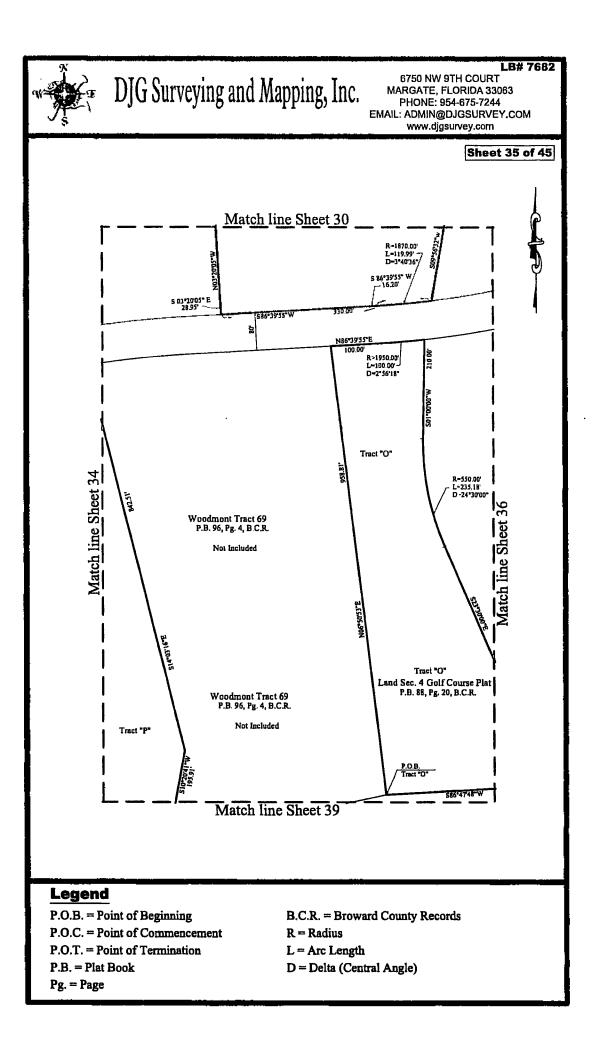
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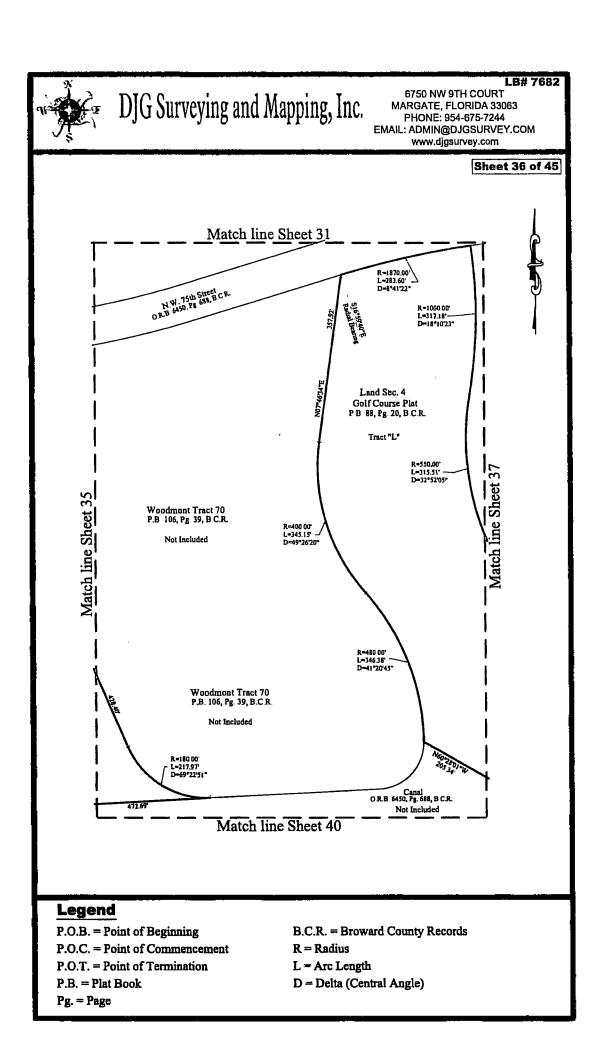
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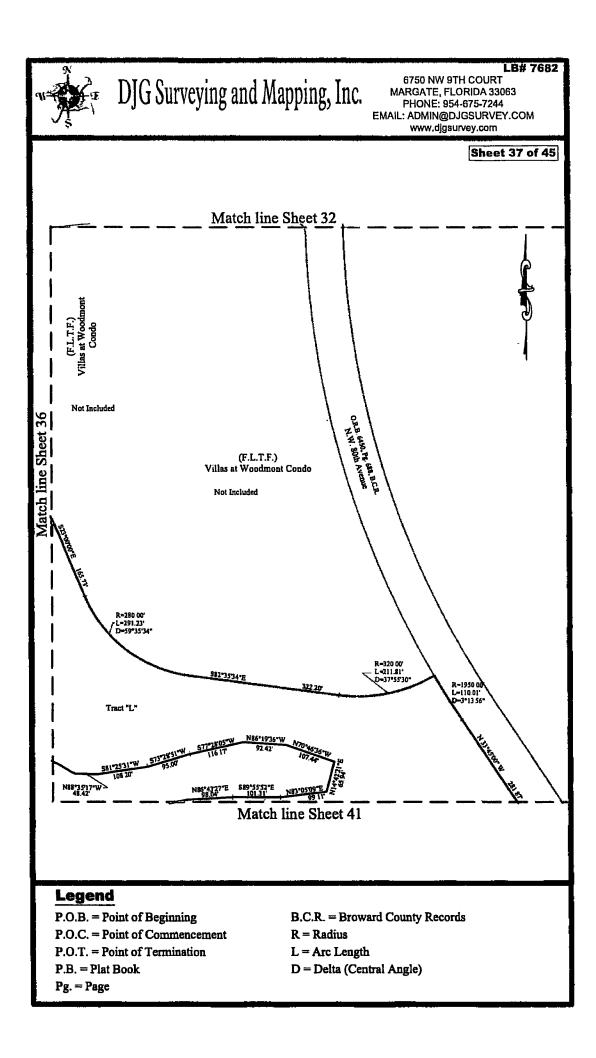
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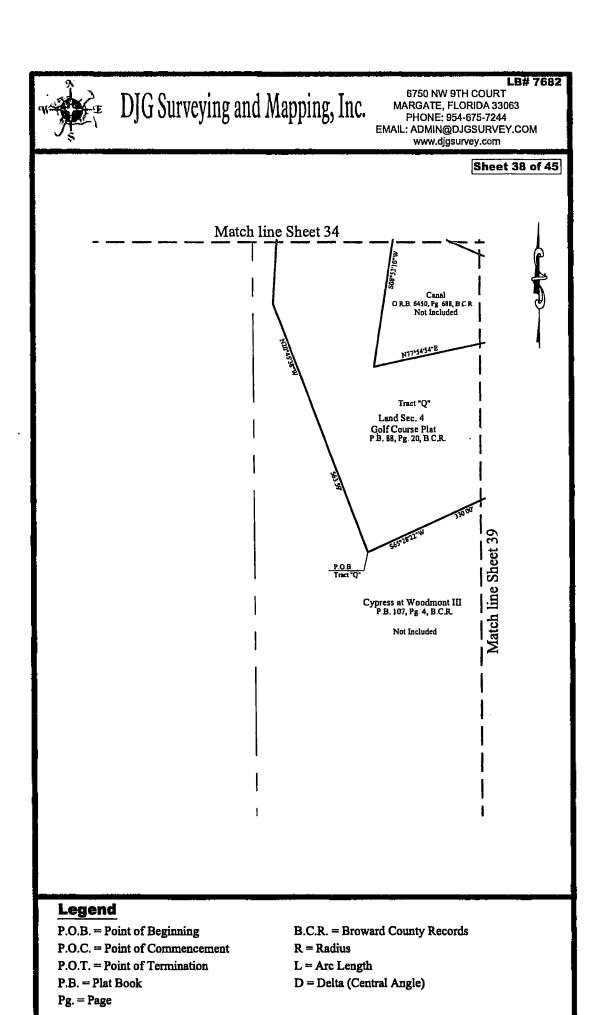
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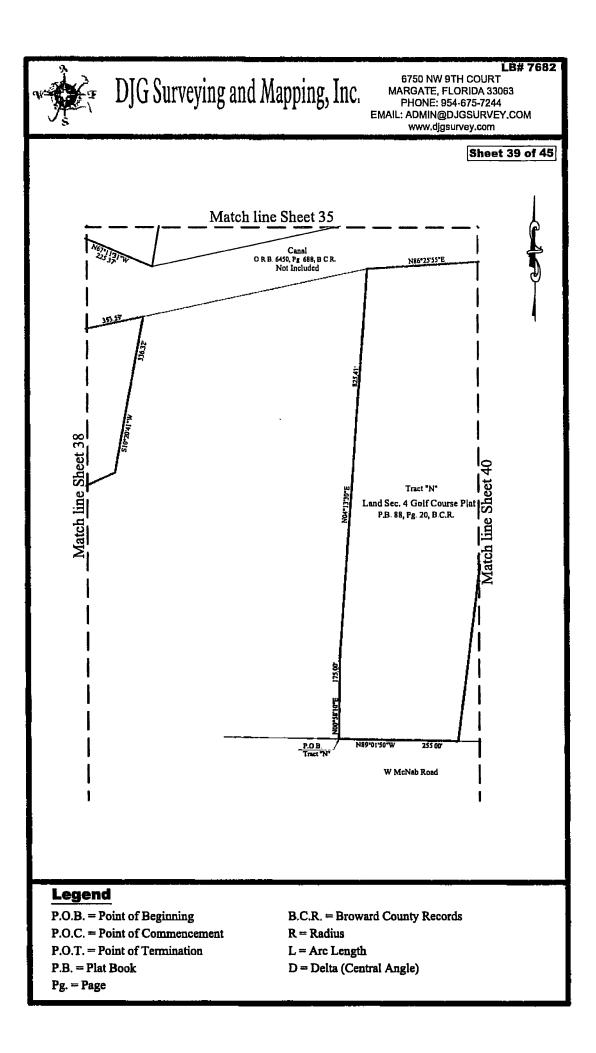
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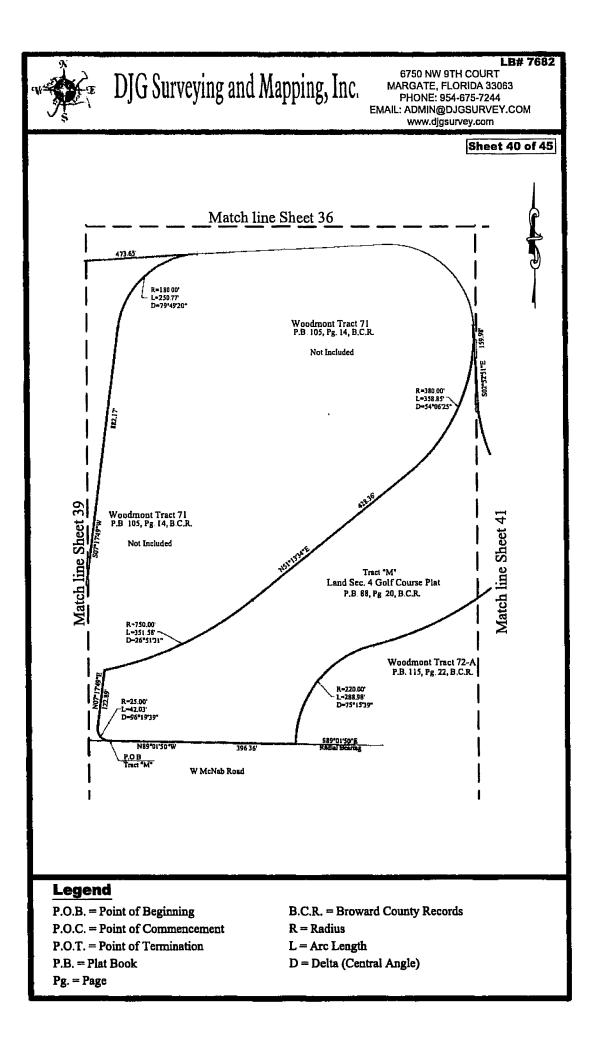












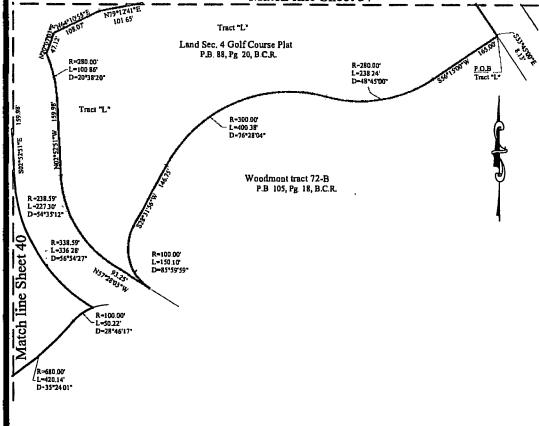


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Sheet 41 of 45

# Match line Sheet 37



### Legend

P.O.B. = Point of Beginning

P.O.C. = Point of Commencement

P.O.T. = Point of Termination

P.B. = Plat Book

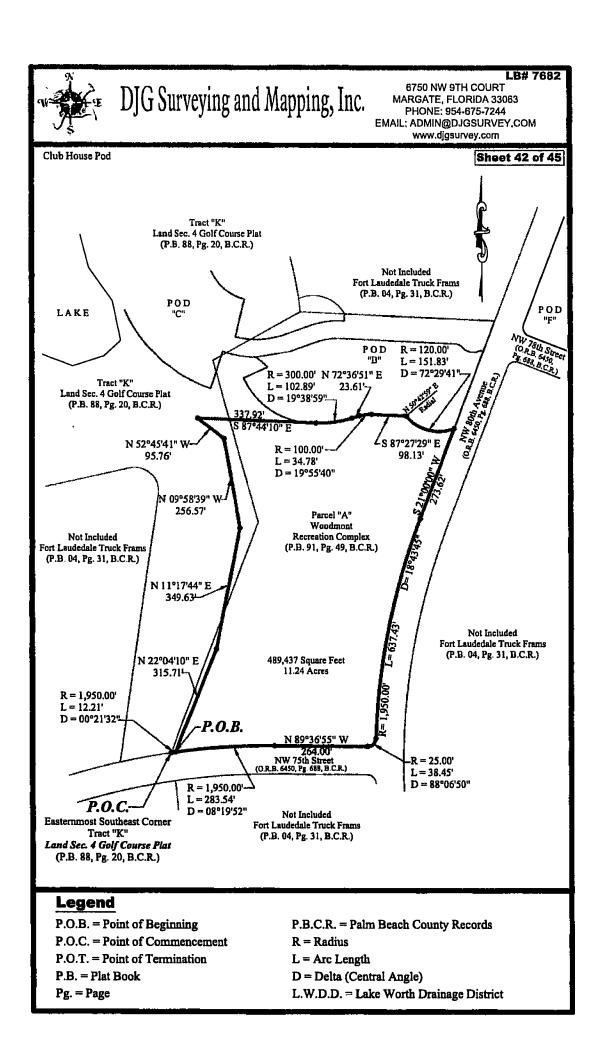
Pg. = Page

B.C.R. # Broward County Records

R = Radius

L \* Arc Length

D = Delta (Central Angle)





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# **LEGAL DESCRIPTION**

Sheet 43 of 45

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05"West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest baving a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along South right of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence Southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence Southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve ( radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330,00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46° 19'55°, an arc distance of 283,03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence Southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108\*00'00", and arc distance of 113.10 feet; thence tangent to said curve South 17\*49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00\*10'05" East, along said West boundary, 185.00 feet; thence South 84°10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curv being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence southwesterly along the arc of said curve being concave to the Southeast having a radius of 240,00 feet, a delta of 7°32'24", an arc distance of 31.58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of 0°43'43", an arc distance of 17.74 feet; thence tangent to said curve North 70°02'03" West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270 00 feet, a delta of 19°30'09", an arc distance of 432.29 feet; thence tangent to said curve North 89°32'12" West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102° 10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded on Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve said curve being concave to the West having a radius of 1053.00 feet, a delta of 12\*48\*21", an arc distance of 235.35 feet; thence tangent to said curve North 00°10'05" West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard, thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

#### TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°12'16" East, along the East boundary of said Tract C, 1323,97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 89°47'44" West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of 4°26'58", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North 04°39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 35°30'00", an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 35°30'00", an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°0'00", an arc distance of 619.59 feet to a point of cusp;



LB# 7682

6750 NW 9TH COURT MARGATE, FLORIDA 33063 PHONE: 954-675-7244 EMAIL: ADMIN@DJGSURVEY,COM www.djgsurvey.com

## **LEGAL DESCRIPTION**

Sheet 44 of 45

thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet; a delta of 43°32'56", an arc distance of 174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62°02'56", an arc distance of 162.44 feet thence tangent to said curve North 14°00"00' West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 59°00'00", an arc distance of 288,33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32°00'00" West, along said right-of-way line, 650,00 feet; thence northwesterly along said right-of-way line and along the arc of a taugent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34°45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7°03'03", an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72°24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°37'17", an arc distance of 46.14 feet; thence South 00°26'25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27°11'35", an arc distance of 94.92 feet; thence North 89°31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'43", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet, thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence Northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence Northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00", an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41° 19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18°28'53", an arc distance of 182.25 feet; thence North 84°22'31" West, 79.51 feet; thence North 00°26'25" East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89°33'35" East, along the said South right-of-way, 1775.00 feet to the POINT OF BEGINNING.

#### ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

Beginning at the most southwesterly corner of said Tract D; thence North 14°00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78° 17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28°30'00" East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390,00 feet a delta of 18°12'02", an arc distance of 123.80 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet; thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right of way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet; thence tangent to said curve South 73°00'00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00" East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22° 18' 12", an arc distance of 453.50 feet to a point on the arc of a radially tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.88 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the North having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

LB# 7682

6750 NW 9TH COURT MARGATE, FLORIDA 33063 PHONE: 954-675-7244 EMAIL: ADMIN@DJGSURVEY.COM www.djgsurvey.com

# LEGAL DESCRIPTION

Sheet 45 of 45

#### ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 61°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330,00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222,49 feet to the POINT OF BEGINNING.

#### ALSO TOGETHER WITH

Tracts E and F of said LAND SEC. 4 GOLF COURSE PLAT.

Tracts G, H, I, J, K, L, M, N, O, P, and O, LAND SEC 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88. Page 20 of the Public Records of Broward County, Florida.

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 285.00 acres, more or less.

#### LESS THE FOLLOWING CLUB HOUSE POD

A portion of Tract "K", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of Parcel "A", Woodmont Recreation Complex, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Commencing at the Easternmost Southeast corner of said Tract "K", said point being a point on the North line of NW 75th Street as described in Official Records Book 6450, Page 688, and a point on the arc of a circular curve, concave to the South, having a radius of 1,950,00 feet and a central angle of 00°21'32", a radial line bears from said point South 08°18'18" East;

Thence, Easterly along the arc of said curve, an arc distance of 12.21 feet to the Point of Beginning;

Thence, North 22°04'10" East, a distance of 315.71 feet; Thence, North 11°17'44" East, a distance of 349.63 feet;

Thence, North 09°58'39" West, a distance of 256.57 feet; Thence, North 52°45'41" West, a distance of 95.76 feet;

Thence, South 87°44'10" East, a distance of 337.92 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59";

Thence, Northeasterly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;

Thence, North 72°36'51" East, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40";

Thence, Northeasterly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;

Thence, South 87°27'29" East, a distance of 98.13 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'41"; a radial line bears from said point North 50°42'59" East; Thence, Southeasterly along the arc of said curve, an arc distance of 151.83 feet to a point on the West line of NW 80th Avenue;

Thence, South 21°00'00" West, along said West line, a distance of 273.62 feet to the point of curvature of a circular curve, concave to the East, having a radius of 1,950.00 feet and a central angle of 18°43'45";

Thence, Southerly along the arc of said curve, and the West line of NW 80th Avenue, an arc distance of 637.43 feet to the point of reverse curvature of a circular curve concave Northwesterly having a radius of 25.00 feet and a central angle of 88°06'50";

Thence, Southwesterly along the arc of said curve, and the North line of 75th Street, an arc distance of 38.45 feet to the point of tangency; Thence, North 89°36'55" West, along the North line of 75th Street, a distance of 264.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 08°19'52";

Thence, Southwesterly along the arc of said curve, and the North line of NW 75th Street, an arc distance of 283.54 feet to the Point of

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 489,437 square feet (11.24 acres) more or less.

# EXHIBIT "F-1"

CONSOLIDATED, AMENDED AND RESTATED AMENDMENT COVENANT

INSTR # 112470779, OR BK 51017 PG 719, Page 1 of 96, Recorded 08/15/2014 at 11:17 AM, Broward County Commission, Deputy Clerk 1016

V

Return to: (enclose self-addressed stamped envelope)

This Instrument Prepared by:

Scott Backman, Esq. Dunay, Miskel, Backman & Blattner 14 SE 4<sup>th</sup> Street, Suite 36 Boca Raton, Florida 33432

SPACE ABOVE THIS LINE FOR PROCESSING DATA

CONSOLIDATED, AMENDED AND RESTATED COVENANT

THIS CONSOLIDATED, AMENDED AND RESTATED COVENANT made this day of \_\_\_\_\_\_\_, 2014 ("Covenant") by the undersigned WOODMONT COUNTRY CLUB, INC., a Florida corporation, having an address at 7801 N.W. 80<sup>th</sup> Avenue, Tamarac, Florida 33321 ("Woodmont"), with the joinder and consent of the CITY OF TAMARAC, a Florida municipal corporation, having an address at 7525 N.W. 88<sup>th</sup> Avenue, Tamarac, Florida 33321 ("City").

#### WITNESSETH:

WHEREAS, Woodmont, as successor in interest by merger, is the fee simple owner of the lands described on <a href="Exhibit "A" attached hereto and made a part hereof ("Original Golf Course")">Exhibit "A"</a>, attached hereto and made a part hereof ("Original Golf Course"), and

WHEREAS, the Original Golf Course was subject to that certain Covenant recorded in Official Records Book 6450, at Page 729, as affected by that certain Covenant recorded in Official Records Book 6890, at Page 26, as further affected by that certain Vacation of Covenant recorded in Official Records Book 8783, at Page 944, as further affected by that certain Covenant recorded in Official Records Book 8898, at Page 440, as further affected by that certain Covenant recorded in Official Records Book 9345, at Page 773, as further affected by that certain Corrective Vacation of Covenant recorded in Official Records Book 9455, at Page 783, each of the foregoing being recorded amongst the Public Records of Broward County, Florida (collectively, the "Consolidated Covenant"); and

WHEREAS, Woodmont desires to amend and restate the Consolidated Covenant in its entirety with this Covenant by releasing certain lands from the Consolidated Covenant legally described on Exhibit "B", attached hereto and made a part hereof ("Released Lands"), and replacing the legal description of the Original Golf Course with the legal description of the new golf course, as legally described on Exhibit "C" attached hereto and made a part hereof ("New Golf Course"); and

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R.F. \$ 817.50

"Reception into more

WHEREAS, Woodmont is desirous of assuring the owners of residential properties in the neighborhood of the New Golf Course and City that the New Golf Course shall be used for golf course and open space purposes; and

WHEREAS, City is desirous of joining into and consents to this Covenant to amend and restate the Consolidated Covenant in its entirety pursuant to Resolution \_\_\_\_\_, attached hereto and made a part hereof as <a href="Exhibit">Exhibit "D"</a> (the "Resolution"); and

NOW, THEREFORE, the undersigned as owner of the New Golf Course hereby covenants and agrees as follows:

- 1. The New Golf Course shall be maintained and only used as a golf course, country club or other permitted open space and recreation uses, which may include a clubhouse, pro shop, locker room, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, putting greens, driving/aqua range (no netting permitted) and all other incidental uses thereto. This Covenant shall continue for a period of Fifty (50) years, unless released or amended by the City Commission of the City of Tamarac, Florida, or its successors with the consent of seventy-five (75) percent of the property owners who are located within one hundred fifty (150) feet of the exterior boundaries of the New Golf Course.
- . 2. This Covenant shall inure to the benefit of all property owners in the City of Tamarac.
- 3. The restrictions set forth in this Covenant regarding the use of the New Golf Course shall in no manner create an obligation on the part of Woodmont, or its successors or assigns, to operate the golf course or recreational facilities.
- 4. The restrictions set forth in this Covenant shall be subject to any present or future grants of easements, licenses, fee title or other rights to use the New Golf Course to public utility companies so long as such grant(s) of easements, licenses, fee title or the rights to use said New Golf Course do not interfere with the use of the New Golf Course for golf or recreational purposes.
- 5. The restrictions set forth in this Covenant shall be subject to any present or future grants of easements, licenses, fee title or other right to use the New Golf Course to the public or to any public entity such as a municipal corporation so long as such grant(s) of easements, licenses, fee title or other rights to use said lands do not interfere with the use of the New Golf Course for golf or recreational purposes.
- 6. This Covenant shall constitute a covenant running with the land and shall be binding upon the undersigned and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns.
- 7. Notwithstanding anything contained herein, neither this Covenant, nor any provision hereof, may be waived, modified, amended, discharged, or terminated, except by an instrument in writing signed by both Woodmont and City or their respective successors and/or

INSTR # 112470779, OR BK 51017 PG 721, Page 3 of 96

assigns; provided, however, in the event there are minor modifications to the legal description for the New Golf Course required to correct the legal description attached hereto as Exhibit C, such corrections shall not require the joinder and consent of City to amend this Covenant. A minor modification shall be defined as a change to the legal description that does not materially alter the location or size of the property.

- 8. The Released Lands are hereby released from the Consolidated Covenant and not restricted or encumbered by this Covenant.
- 9. The Consolidated Covenant is hereby amended and restated in its entirety and superseded by this Covenant as set forth herein.

IN WITNESS WHEREOF,, 2014.	I have hereunto set my hand and seal this day of
Signed, sealed and delivered in the presence of:	WOODMONT COUNTRY CLUB, INC., a Florida corporation
·	By: Name: Title: Date:
STATE OF FLORIDA ) SS:	
COUNTY OF) SS:	
aforesaid and in the County aforesa acknowledged before me by WOODMONT COUNTRY CLUB authority duly vested in him/her by corporate seal of said corporation.  as identification.	
WITNESS my hand and offi	cial seal in the County and State last aforesaid this day
	Notary Public
My Commission Expires:	Typed, printed or stamped name of Notary Public

INSTR # 112470779, OR BK 51017 PG 722, Page 4 of 96

### JOINDER AND CONSENT OF THE CITY OF TAMARAC

The City of Tamarac does hereby join in and consent to the terms of this Covenant for the purposes approving the amendment and restatement of the Consolidated Covenant in its entirety pursuant to the Resolution of the City, attached hereto and made a part hereof as <u>Exhibit "D"</u>.

	CITY OF TAMARAC:	
Jina M. Wheatley	1 These	
Tun M Martil	Harry Dressler, Mayor	
WITNESS - PRINT NAME	7-11-14	
	Date:	
_ CKidy	MARCE	$\mathcal{M}_{\mathcal{L}}$
COLLETTE TIBBY	Michael Cernech, City Manager	•
WITNESS - PRINT NAME	7-10-14	_
	Date:	
ATTEST: Pat Teufel City Clerk	Approved as to form and legal sufficiency:  Saynuel S. Gorek, City Attorney	_
7/14/4	7/9/14	
Date: TAMARAO	Date:	-
ESTABLISHED DE SEAL SEAL		
AD COUNTING		

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INSTR # 112470779, OR BK 51017 PG 723, Page 5 of 96

STATE OF FLORIDA )	
) ss: COUNTY OF BROWARD)	
I HEREBY CERTIFY that on this day be aforesaid and in the County aforesaid to take as acknowledged before me by Harry Dressler, municipal corporation, on behalf of the City, fre in him by said municipal corporation and that the said municipal corporation. She is personally knowledge to the components of the component	as Mayor of the City of Tamarac, a Florida sely and voluntarily under authority duly vested e seal affixed thereto is the true corporate seal of
, 2014.  LILLIAN PABON Commission # EE 129700 Expirate December 12, 2015 benefit flut they had hardess 800-865-mis	Notary Public, State of Florida
My Commission Expires:	Typed, printed or stamped name of Notary Public
STATE OF FLORIDA ) ss: COUNTY OF BROWARD)	
aforesaid and in the County aforesaid to take a acknowledged before me by Michael Cernech, a municipal corporation, on behalf of the City, fr	refore me, an officer duly authorized in the State acknowledgments, the foregoing instrument was so City Manager of the City of Tamarac, a Florida eely and voluntarily under authority duly vested e seal affixed thereto is the true corporate seal of the own to me or has produced as
WITNESS my hand and official seal in t	he County and State last aforesaid this $\overset{\checkmark}{}\overset{\bullet}{}\overset{\bullet}{}\overset{\bullet}{}$ day of
Commission # EE 129700 Expires Docember 12, 2015 Broads The Thy Fein haurean 80-384-7019	Notary Public, State of Florida
My Commission Expires:	Typed, printed or stamped name of Notary Public

INSTR # 112470779, OR BK 51017 PG 724, Page 6 of 96

EXHIBIT "A"
TO
CONSOLIDATED, AMENDED AND RESTATED COVENANT
ORIGINAL GOLF COURSE

INSTR # 112470779, OR BK 51017 PG 725, Page 7 of 96

#### Legal Description of Developer's Property

#### PARCEL 1:

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida; and

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

#### PARCEL 2:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 60°09'03" East, 389.13 feet; thence South 60°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435,00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an are distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an are distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary. 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330,00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78"55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46° 1955", an arc distance of 283.03 feet; thence tangent to said curve North 54º10'05" West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108"00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17"49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05"

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East, along said West boundary, 185.00 feet; thence South 84" 10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300,00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58610'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of 7°32'24", an arc distance of 31.58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly rightof-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County. Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of 0°43'43", an arc distance of 17,74 feet; thence tangent to sald curve North 70°02'03" West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of 19°30'09", arc distance of 432.29 feet; thence tangent to said curve North 8943212" West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102"10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Plorida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of 12°48'21", an arc distance of 235.35 feet; thence tangent to said curve North 00°10'05" West, along said West boundary of Tract A. 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard, thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

#### PARCEL 3:

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°12'16" East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florids; thence South 89°47'44" West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680,00 feet, a delta of 4\*26'58", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North 04\*39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of 35"30"00", an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 244.35 feet; thence tangent to said curve South 32°30'00" East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450. Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of 43°32'56", an arc distance of INSTR # 112470779, OR BK 51017 PG 727, Page 9 of 96

174.82 feet to a point of reverse curvature, thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150,00 feet, a delta of 62°02'56", an arc distance of 162.44 feet thence tangent to said curve North 14°00'00" West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 59°00'00", an arc distance of 288,33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32°00'00" West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34"45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7"03'03", an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72°24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°3717", an arc distance of 46.14 feet; thence South 00°26′25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27"11'35", an arc distance of 94.92 feet; thence North 89"31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'43", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00", an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41°19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18°28'53", an arc distance of 18.2.25 feet; thence North 84°22'31" West, 79.51 feet; thence North 00°26'25" East. 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89°33'35" East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

#### PARCEL 4:

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North 14°00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78°17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28°30'00" East, 425.78 feet to a point on the arc of a non-tangent curve

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(radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of 18"12'02", an arc distance of 123.89 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet, thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet, thence tangent to said curve South 73°00'00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00' East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet, thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Rook 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72'49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of  $76^{\circ}00'00'$ , an arc distance of 225.50 feet; thence tangent to said curve South  $06^{\circ}40'08''$  East 137.18 feet to a point on said northerly right of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

### PARCEL 5:

A portion of said Tract D LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30′00″ East, 206.31 feet; thence South 70°00′00″ West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53′53″, an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded In Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30′00″ East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

#### PARCEL 6:

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

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#### ALSO KNOWN AS:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34"18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary. 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07"46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3"18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78"55'15" West, 39.26 feet; thence North 10"30"00" West, 160.87 feet; thence South 79"30"00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54\*10'05" West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4: thence South 00°10'05" East, along said West boundary, 185.00 feet; thence South 84°10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of 7°32'24", an arc distance of 31. 58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly rightof-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County. Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of INSTR # 112470779, OR BK 51017 PG 730, Page 12 of 96

1395.00 feet, a delta of 0°43'43", an arc distance of 17.74 feet; thence tangent to said curve North 70°02'03" West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of 19°30'09", arc distance of 432.29 feet; thence tangent to said curve North 89°32'12" West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102°10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of 12°48'21", an arc distance of 235.35 feet; thence tangent to said curve North 00° 10'05" West, along said West boundary of Tract A. 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 190°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard, thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

#### TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°12'16" East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 8947'44" West, along said northerly right-of-way line and along the South boundary of said Tract C, 200,00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of 4º26'58", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North 04°39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of 35°30'00", an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 244.35 feet; thence tangent to said curve South 32°30'00" East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230,00 feet, a delta of 43°32'56", an arc distance of 174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62"02'56", an arc distance of 162.44 feet thence tangent to said curve North 14"00"00" West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 59°00'00", an arc distance of 288.33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32°00'00" West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34°45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7°03'03", an arc distance of 32.00 feet to a point of reverse INSTR # 112470779, OR BK 51017 PG 731, Page 13 of 96

curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72\*24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°37'17", an arc distance of 46.14 feet; thence South 00°26'25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27"11'35", an arc distance of 94.92 feet; thence North 89°31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'43", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00", an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41°19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18º28'53", an arc distance of 182.25 feet; thence North 84°22'31" West, 79.51 feet; thence North 00°26'25" East. 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89"33'35" East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

#### ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North 14°00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78° 17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28"30"00" East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet, a delta of 18°12'02", an arc distance of 123.89 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet; thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet; thence tangent to said curve South 73"00"00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00" East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230,00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve INSTR # 112470779, OR BK 51017 PG 732, Page 14 of 96

South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet, thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86"52"08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Rook 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300,00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14º18'41" West, 90.00 feet; thence North 24º06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100,00 feet, a delta of 83"04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72"49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19"01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING

#### ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00' East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded In Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

### ALSO TOGETHER WITH

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

AND

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

AND

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Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

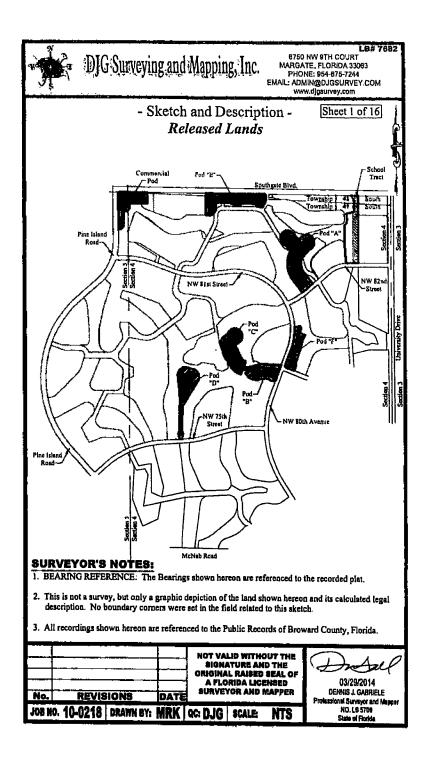
INSTR # 114251313 Page 135 of 253

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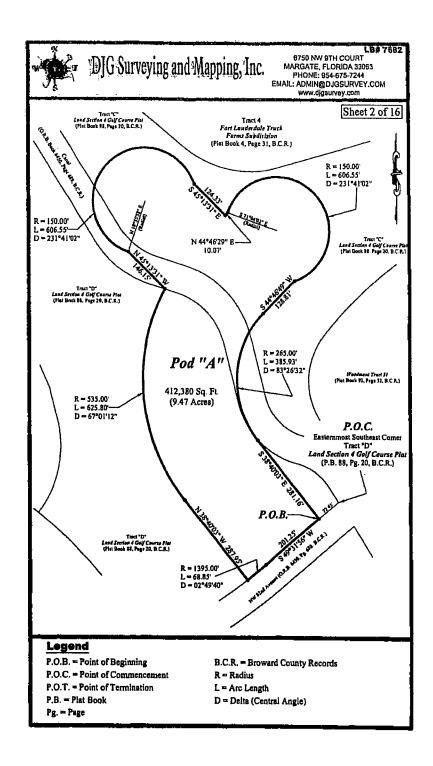
 $\begin{tabular}{ll} EXHIBIT "B"\\ TO\\ CONSOLIDATED, AMENDED AND RESTATED COVENANT \end{tabular}$ 

RELEASED LANDS

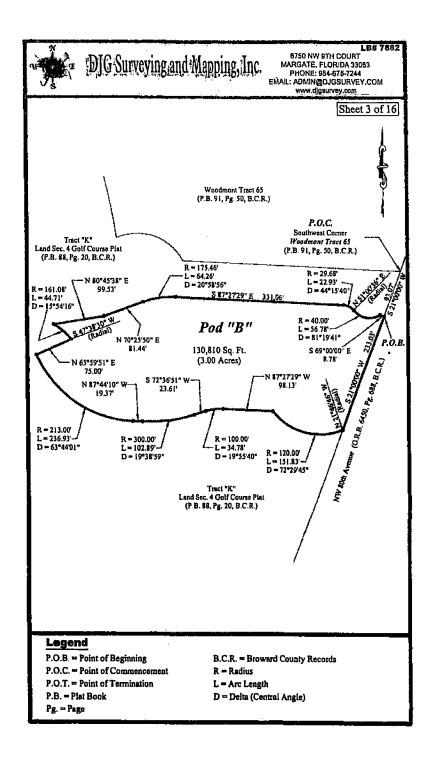
INSTR # 112470779, OR BK 51017 PG 735, Page 17 of 96



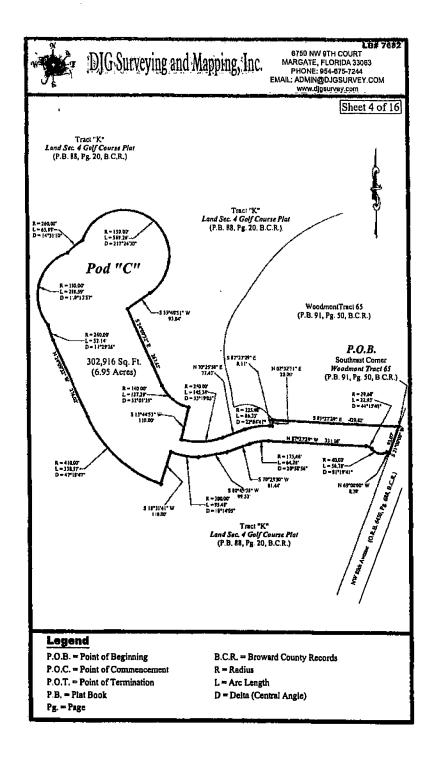
INSTR # 112470779, OR BK 51017 PG 736, Page 18 of 96



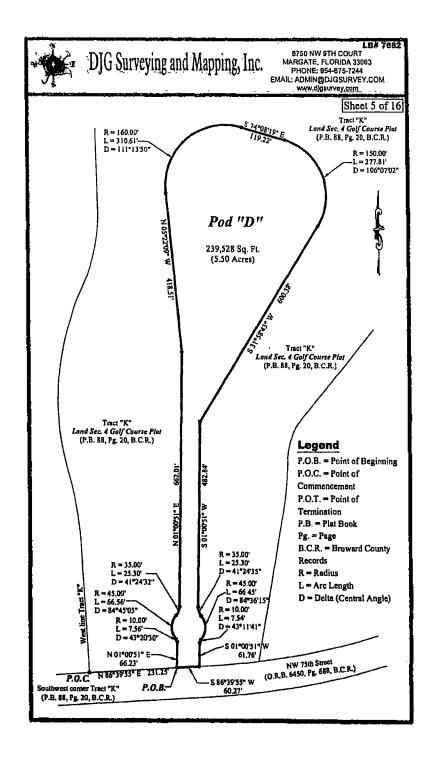
INSTR # 112470779, OR BK 51017 PG 737, Page 19 of 96



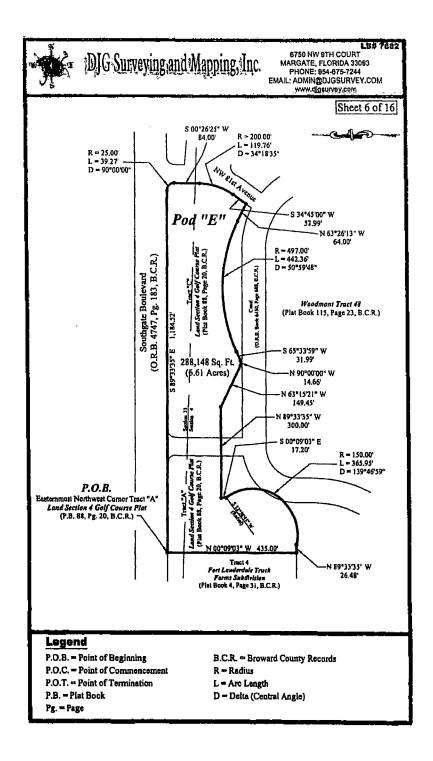
INSTR # 112470779, OR BK 51017 PG 738, Page 20 of 96



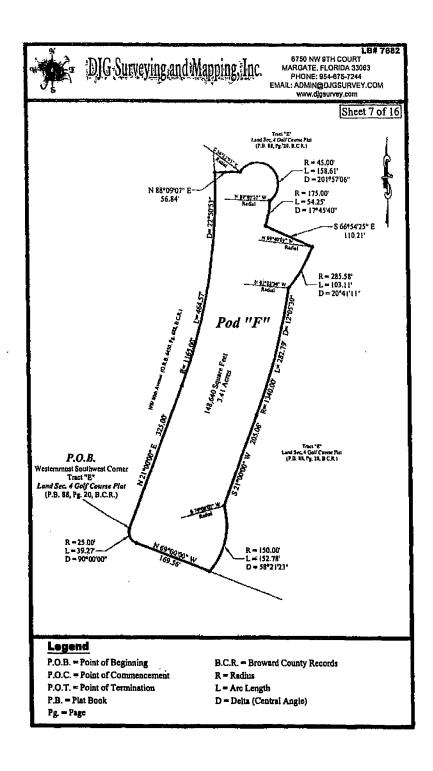
INSTR # 112470779, OR BK 51017 PG 739, Page 21 of 96



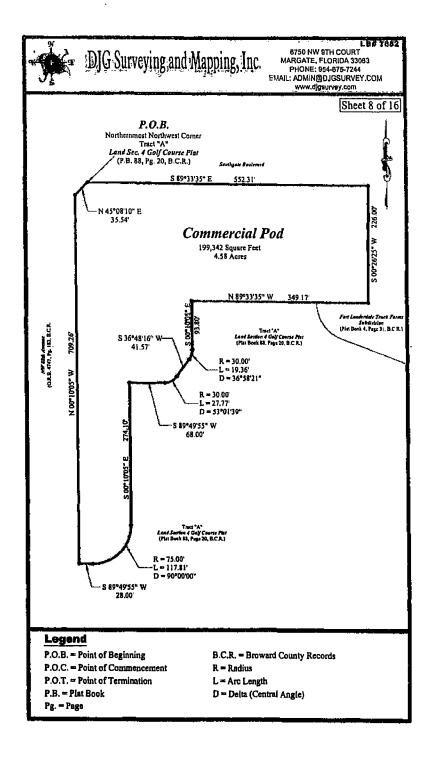
INSTR # 112470779, OR BK 51017 PG 740, Page 22 of 96



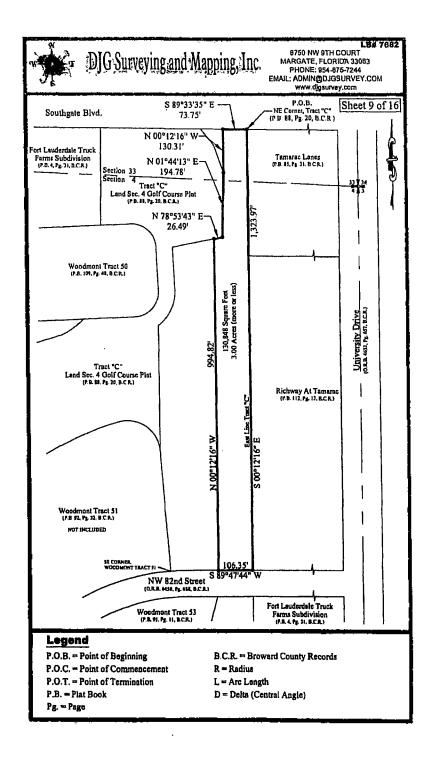
INSTR # 112470779, OR BK 51017 PG 741, Page 23 of 96



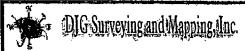
INSTR # 112470779, OR BK 51017 PG 742, Page 24 of 96



INSTR # 112470779, OR BK 51017 PG 743, Page 25 of 96



INSTR # 112470779, OR BK 51017 PG 744, Page 26 of 96



6750 NW 97H COURT
MARGATE, FLORIDA 33063
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## LEGAL DESCRIPTION

Sheet 10 of 16

#### Pod A:

A parcel of land being a portion of Tract "D"and Tract "C", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Northerly line of NW 82nd Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 49°31'56" West, along said Northerly line, a distance of 72.45 feet to the *Point of Beginning*;

Thence, continue along said Northerly line, South 49°31'56" West, a distance of 201.25 feet to the point of curvature of a circular curve, concave to the Northwest, having a radius of 1395.00 feet and a central angle of 02°49'40";

Thence, Southerly along the arc of said curve, and said Northerly line of NW 82nd Avenue, an arc distance of 68.85 feet:

Thence, North 38°40'03" West, a distance of 287.95 feet to the point of curvature of a circular curve, concave to the East, having a radius of 535.00 feet and a central angle of 67°01'12";

Thence, Northerly along the arc of said curve, an arc distance of 625.80 feet;

Thence, North 45°13'31" West, a distance of 146.15 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 231°41'02";

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 606.55 feet;

Thence, South 45°13'31" East, a distance of 124.33 feet;

Thence, North 44°46'29" East, a distance of 10.07 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 231°41'02", a radial line bears from said point South 71°04'02" East;

Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 606.55 feet; Thence, South 44°46'49" West, a distance of 128.81 feet to the point of curvature of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of 83°26'32"; Thence, Southerly along the arc of said curve, an arc distance of 385.93 feet;

Thence, South 38°40'03" East, a distance of 281.16 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 412,380 square feet (9.47 acres) more or less.

Together With:

#### Pod B:

A portion of Tract "K", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner, Woodmont Tract 65, according to the plat thereof, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point also being a point on the Westerly line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet to the Point of Beginning;

(Continued On Sheet 11 of 16)

INSTR # 112470779, OR BK 51017 PG 745, Page 27 of 96

DIG Surveying and Mapping, Inc.

8750 NW 9TH COURT MARGATE, FLORIDA 33063 PHONE: 954-875-7244 EMAIL: ADM:N@DJGSURVEY.COM www.djgsurvey.com

### **LEGAL DESCRIPTION**

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(Continued from Sheet 10 of 16)

Thence, continue South 21°00'00" West, along said Westerly line, a distance of 233.03 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'45"; a radial line bears from said point North 21°46'46" West;

Thence, Westerly along the arc of said curve, an arc distance of 151.83 feet;
Thence, North 87°27'29" West, a distance of 98.13 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40";

Thence, Westerly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency; Thence, South 72°36'51" West, a distance of 23.61 feet to the point of curvature of a circular curve,

concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59".

Thence, Westerly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency. Thence, North 87°44'10" West, a distance of 19.37 feet to the point of curvature of a circular curve,

concave to the Northeast, having a radius of 213.00 feet and a central angle of 63°44'01";

Thence, Northwesterly along the arc of said curve, an arc distance of 236.393 feet;

Thence, North 65°59'5 !" East, a distance of 75.00 feet to a point on the arc of a circular curve, concave to the Southwest, having a radius of 161 08 feet and a central angle of 15°54'16"; a radial line bears from said point South 47°38'30" West;

Thence, Northwesterly along the arc of said curve, an arc distance of 44.71 feet;
Thence, North 80°45'38" East, a distance of 99.53 feet;
Thence, North 70°25'50" East, a distance of 81.44 feet to the point of curvature of a circular curve, concave to the South, having a radius of 175.46 and a central angle of 20°58'56";

Thence, Easterly along the arc of said curve, an arc distance of 64.26 feet;

Thence, South 87°27'29" East, a distance of 331.06 feet to the point of curvature of a circular curve, concave to the South, having a radius of 29,68 feet and a central angle of 44° 15'40";

Thence, Southeasterly along the arc of said curve, an arc distance of 22.93 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 51°00'36" East;

Thence, Easterly along the arc of said curve, an arc distance of 56.78 feet; Thence, South 69°00'00" East, a distance of 8.78 feet to a point on the said West line of NW 80th

Avenue and the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,810 square feet (3.00 acres) more or less.

Together With:

#### Pod C:

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of Woodmant Tract 65, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point being on the Westerly line of NW 80th Avenue: Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet;

Thence, North 69"00"00" West, a distance of 8.78 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 30° 19'05" West;

Thence, Westerly along the arc of said curve, an arc distance of 56.78 feet to a point on the arc of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44° 15'40"; a radial line bears from said point South 46°48'11" West;

(Continued on Sheet 12 of 16)

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INSTR # 1124/0779, OR BK 51017 PG 746, Page 28 of 96

DJG Surveying and Mapping, Inc.

LE# 7682

6750 NW 9TH COURT MARGATE, FLORIDA 33083 PHONE: 954-675-7244 EMAIL: ADMIN@DJGSURVEY.COM www.djgsuryey.com

## **LEGAL DESCRIPTION**

Sheet 12 of 16

(Continued from Sheet 11 of 16)

Thence, Westerly along the arc of said curve, an arc distance of 22.93 feet to the point of tangency; Thence, North 87°27'29" West, a distance of 331.06 feet to a point on the arc of a circular curve, concave to the South, having a radius of 175.46 feet and a central angle of 20°58'56"; a radial line bears from said point South 01°24'46" West;

Thence, Westerly along the arc of said curve, an arc distance of 64.26 feet to the point of tangency; Thence, South 70°25'50" West, a distance of 81.44 feet; Thence, South 80°45'38" West, a distance of 99.53 feet to a point on the arc of a circular curve, concave

to the North, having a radius of 300.00 feet and a central angle of 18°14'05"; a radial line bears from said point North 00°17'36" East;

Thence, Westerly along the arc of said curve, an arc distance of 95.48 feet;
Thence, South 18°31'41" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 410.00 feet and a central angle of 47°18'47";

Thence, Northwesterly along the arc of said curve, an arc distance of 338.57 feet to the point of tangency:

Thence, North 24°09'32" West, a distance of 276.02 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 11°29'26"; a radial line bears from said point North 65"50'28" East;

Thence, Northerly along the arc of said curve, an arc distance of 52.14 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 110°13'57"; a radial line bears from said point North 50°27'41" East;

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 288.59 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 14°31'10"; a radial line bears from said point South 46° 10'35" East;

Thence, Northeasterly along the arc of said curve, an arc distance of 65.89 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 217°26'30"; a radial line bears from said point South 71°21'54" East;

Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 569.26 feet; Thence, South 55°40'51" West, a distance of 93.04 feet;

Thence, South 24°09'32" East, a distance of 267.65 feet to the point of curvature of a circular curve, concave to the North, having a radius of 140.00 feet and a central angle of 52°05'35";

Thence, Southeasterly along the arc of said curve, an arc distance of 127.29 feet;

Thence, South 13°44'53" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 250.00 feet and a central angle of 33°19'03"

Thence, Easterly along the arc of said curve, an arc distance of 145.38 feet to the point of tangency; Thence, North 70°25'50" East, a distance of 77.43 feet to the point of curvature of a circular curve, concave to the South, having a radius of 225.00 feet and a central angle of 22°06'41";

Thence, Easterly along the arc of said curve, an arc distance of 86.33 feet to the point of tangency; Thence, South 87°27'29" East, a distance of 8.11 feet;

Thence, North 02°32'31" East, a distance of 20.00 feet;

Thence, South 87°27'29" East, a distance of 429.82 feet to the Point of Baginning.

Said lands lying and being in the City of Tamarac, Broward County, Florids, and containing 302,916 square feet (6.95 acres) more or less.

Together With:

#### Pod D:

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

(Continued on Sheet 13 of 16)

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DIG Surveying and Mapping Inc.

LB# 7682 6750 NW 9TH COURT MARGATE, FLORIDA 33063 PHONE: 954-675-7244 EMAIL: ADMIN@DJGSURVEY.COM

www.d]gsurvey.co

## **LEGAL DESCRIPTION**

Sheet 13 of 16

(Continued from Sheet 12 of 16)

Conumence at the Southwest corner of said Tract "K", said point also being a point on the Northerly line of NW 75th Street as described in Official Records Book 6450, Page 688 of the Public Records of Broward County Florida;

Thence, North 86°39'55" East, along said Northerly line, a distance of 231.25 feet to the Point of Beginning;

Thence, North 01°00'51" East, a distance of 66.23 feet to the point of curvature of a circular curve, concave to the West, having a radius of 10.00 feet and a central angle of 43°20'30";

Thence, Northerly along the arc of said curve, an arc distance of 7.56 feet to the point of reverse curvatur of a circular curve, concave to the East, having a radius of 45.00 feet and a central angle of 84°45'05"; Thence, Northerly along the arc of said curve, an arc distance of 66.56 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 35.00 feet and a central angle of 41°24'32";

Thence, Northerly along the arc of said curve, an arc distance of 25.30 feet to the point of tangency;

Thence, North 01°00'51" East, a distance of 662.01 feet;
Thence, North 05°22'09" West, a distance of 418.51 feet to the point of curvature of a circular curve, concave to the Southeast, having a radius of 160.00 feet and a central angle of 111°13'50"; Thence, Northerly and Easterly along the arc of said curve, an arc distance of 310.61 feet to the point of

tangency: Thence, South 74°08'19" East, a distance of 119.22 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 106°07'02";

Thence, Easterly and Southerly along the arc of said curve, an arc distance of 277.81 feet to the point of tangency; Thence, South 31°58'43" West, a distance of 600.38 feet;

Thence, South 01°00'51" West, a distance of 482.84 feet to the point of curvature of a circular curve, concave to the East, having a radius of 35.00 feet and a central angle of 41°24'35";

Thence, Southerly along the arc of said curve, an arc distance of 25.30 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 45.00 feet and a central angle of 84°36'15":

Thence, Southerly along the arc of said curve, an arc distance of 66.45 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 10.00 feet and a central angle of 4301141"

Thence, Southerly along the arc of said curve, an arc distance of 7.54 feet to the point of tangency; Thence, South 01°00'51" West, a distance of 61.76 feet to a point on the North line of NW 75th Street; Thence, South 86°39'55" West, along said North line, a distance of 60.27 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 239,528 square feet (5.50 acres) more or less.

Together With:

#### Pod E:

A parcel of land being a portion of Tract "A"and Tract "C", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Easternmost Northwest corner of said Tract "A" and a point on the South line of Southgate Boulevard;

Theace, South 89633'35" East, along said South line, a distance of 1,184.52 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 25.00 feet and a central angle of 90°00'00":

(Continued on Sheet 14 of 16)

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6750 NW 9TH COURT MARGATE, FLORIDA 33063 PHONE: 954-875-7244 EMAIL: ADMIN@DJGSURVEY.COM www.djgsurvey.com

## LEGAL DESCRIPTION

Sheet 14 of 16

(Continued from Sheet 13 of 16)

Thence, Southeasterly along the arc of said curve, an arc distance of 39.27 feet;
Thence, South 00°26'25" West, a distance of 84.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 200.00 feet and a central angle of 34°18'35";

Thence, Southwesterly along the arc of said curve, an arc distance of 119.76 feet;

Thence, South 34°45'00" West, a distance of 52.99 feet;

Thence, North 63°26'13" West, a distance of 64.00 feet to the point of curvature of a circular curve,

concave to the South, having a radius of 497.00 feet and a central angle of 50°59'48";

Thence, Westerly along the arc of said curve, an arc distance of 442.36 feet; Thence, South 65°33'59" West, a distance of 31.99 feet;

Thence, North 90°00'00" West, a distance of 14.66 feet;

Thence, North 63°15'21" West, a distance of 149.45 feet;

Thence, North 89°33'35" West, a distance of 300.00 feet;

Thence, South 00°09'03" East, a distance of 17.20 feet to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 139°46'59"; a radial line bears from said point South 52°58'45" West;

Thence, Southerly and Westerly along the arc of said curve, an arc distance of 365.95 feet;

Thence, North 89°33'35" West, a distance of 26.48 feet;

Thence, North 00°09'03" West, a distance of 435.00 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 288,148 square feet (6.61 acres) more or less.

Together With:

#### Pod F;

A portion of Tract "E", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Westernmost Southwest corner of said Tract "E", said point also being a point on the Easterly right-of-way line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, North 21°00'00" East, along said Easterly line, a distance of 325.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 1165.00 feet and a central angle of 22°50'33"; Thence, Northerly along the arc of said curve, and the Easterly line of NW 80th Avenue, an arc distance

Thence, radially to aforementioned curve, North 88°09'07" East, a distance of 56.84 feet to a point on the are of a circular curve, concave to the South, having a radius of 45.00 feet and a central angle of 201°57'06"; a radial line bears from said point South 56°12'05" East;

Thence, Easterly and Southerly along the arc of said curve, an arc distance of 158.61 feet to a point on the arc of a circular curve, concave to the West, having a radius of 175.00 feet and a central angle of 17°45'40"; a radial line bears from said point North 89°07'57" West;

Thence, Southerly along the arc of said curve, an arc distance of 54.25 feet; Thence, South 66°54'25" East, a distance of 110.21 feet to a point on the arc of a circular curve, concave to the Northwest, having a radius of 285.58 feet and a central angle of 20°41'11"; a radial line bears from said point North 69°40°01" West;

(Continued on Sheet 15 of 16)

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## **LEGAL DESCRIPTION**

Sheet 15 of 16

(Continued from Sheet 14 of 16)

Thence, Southwesterly along the arc of said curve, an arc distance of 103.11 feet to a point on the arc of a circular curve, concave to the West, having a radius of 1340.00 feet and a central angle of 12°05'30"; a radial line bears from said point North 81°05'30" West;

Thence, Southwesterly along the arc of said curve, an arc distance of 282.79 feet to the point of tangency; Thence, South 21°00'00" West, a distance of 205.06 to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 58°21'23"; a radial line bears from said point South 74"08'02" West;

Thence, Southerly along the arc of said curve, an arc distance of 152.78 feet to a point on the Southerly line of said Tract "E";

Thence, North 69°00'00" West, along said Southerly line, a distance of 169.56 feet to the point of curvature of a circular curve, concave to the East, having a radius of 25.00 feet and a central angle of

Thence, Westerly and Northerly along the arc of said curve, an arc distance of 39.27 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 148,640 square feet (3.41 acres) more or less.

Together With:

#### Commercial Pod:

A portion of Tract "A", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of Fort Lauderdale Truck Farms Subdivision, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Beginning at the Northernmost Northwest corner of said Tract "A", said point also being a point on the South line of Southgate Boulevard;

Theace, South 89°33'35" East, along said South line of Southgate Boulevard, and the North line of said Tract "A", a distance of 552.31 feet;

Thence, South 00°26'25" West, a distance of 226.00 feet; Thence, North 89°33'35" West, a distance of 349.17 feet;

Theace, South 00°10'05" East, a distance of 93.80 feet to the point of curvature of a circular curve, concave to the West, having a radius of 30.00 feet and a central angle of 36°58'21";

Thence, Southwesterly along the arc of said curve, an arc distance of 19.36 feet to the point of tangency; Thence, South 36°48'16" West, a distance of 41.57 feet to the point of curvature of a circular curve, concave to the North, having a radius of 30.00 feet and a central angle of 53°01'39";

Thence, Southwesterly along the arc of said curve, an arc distance of 27.77 feet to the point of tangency; Thence, South 89°49'55" West, a distance of 68.00 feet;

Thence, South 00°10'05" East, a distance of 274.10 feet to the point of curvature of a circular curve concave to the West, having a radius of 75.00 feet and a central angle of 90°00'00";

Thence, Southwesterly along the arc of said curve, an arc distance of 117.81 feet to the point of tangency; Thence, South 89°49'55" West, a distance of 28.00 feet to a point on the West line of said Tract "A", and a point on the East line of NW 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the

Public Records of Broward County, Florids; Thence, North 00° 10'05" West, along said West line of Tract "A" and the East line of NW 88th Avenue, a distance of 709.26 feet:

Thence, North 45°08'10" East, a distance of 35.54 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 199,342 square feet (4.58 acres) more or less.

(Continued on Sheet 16 of 16)

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# DJG Surveying and Mapping, Inc.

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#### **LEGAL DESCRIPTION**

Sheet 16 of 16

(Continued from Sheet 15 of 16)

Together with:

#### East 3 acres of School Tract

A parcel of land being a portion of Tract "C", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Tract "C" and a point on the South line of Southgate Boulevard;

Thence, South 00°12'16" East, along said East line, a distance of 1,323.97 feet to the North line of NW 82nd Street;

Thence, South 89°47'44" West, along said North line, a distance of 106.35 feet; Thence, North 00°12'16" West, a distance of 994.82 feet;

Thence, North 78°53'43" East, a distance of 26.49 feet; Thence, North 01°44'13" East, a distance of 194.78 feet;

Thence, North 00°12'16" West, a distance of 130.31 feet to the South line of Southgate Boulevard and the North line of said Tract "C";

Thence, South 89°33'35" East, along said line, a distance of 73.75 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,848 square feet (3.00 acres) more or less.

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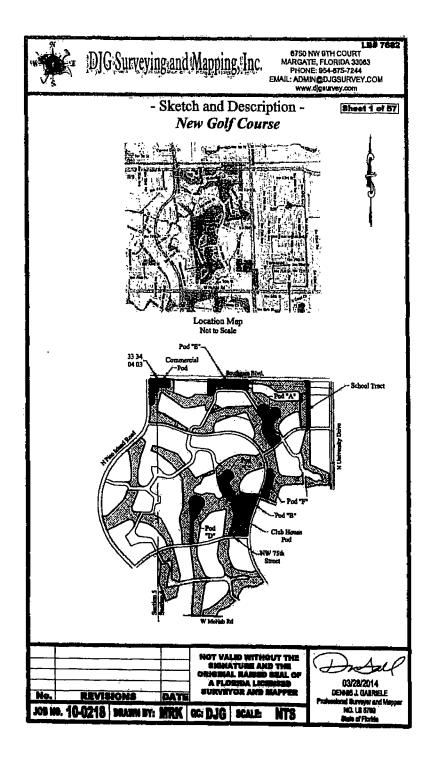
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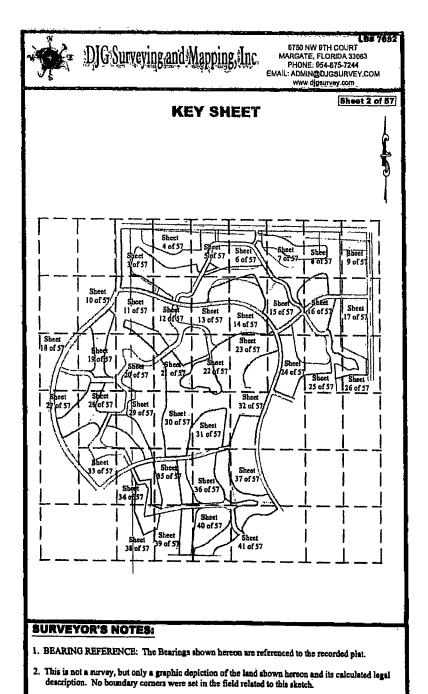
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INDIK # 1124/0//9, OK BK 5101/ PG /52, Page 34 of 96

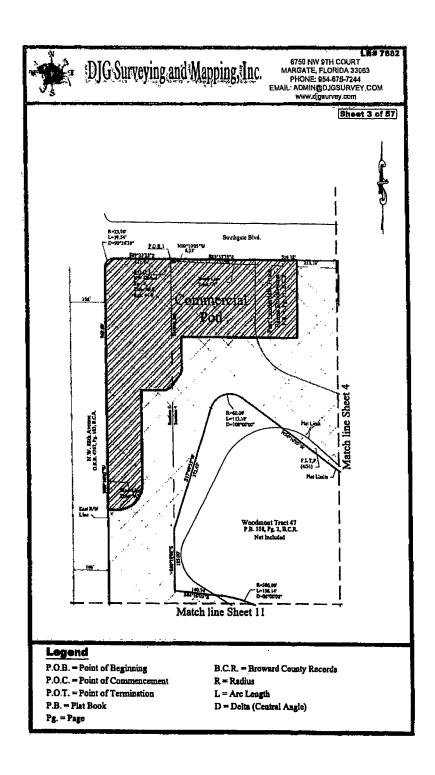


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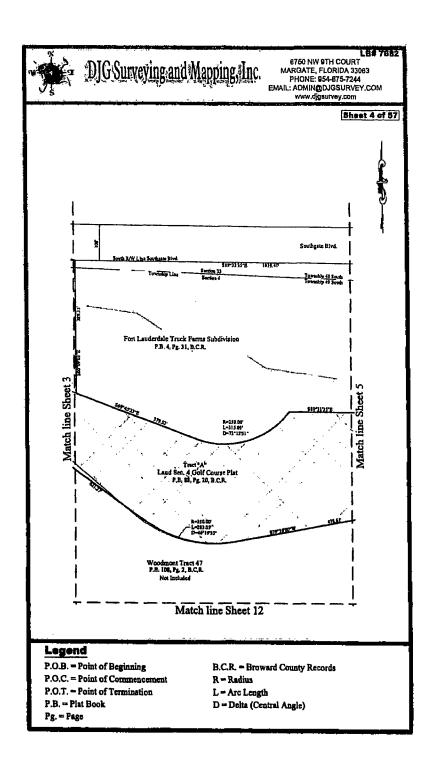


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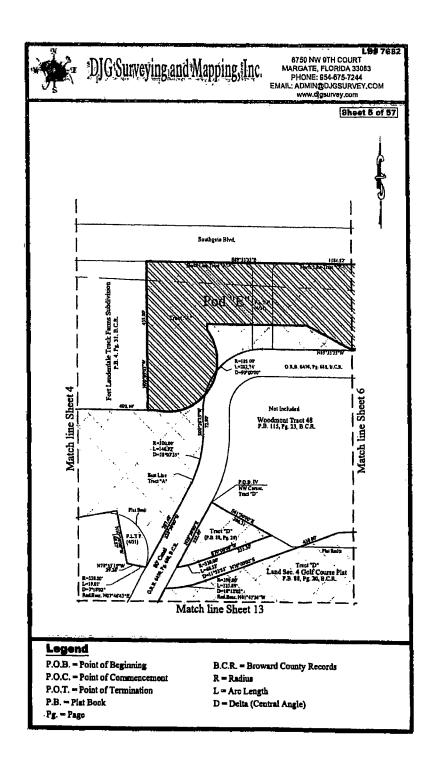
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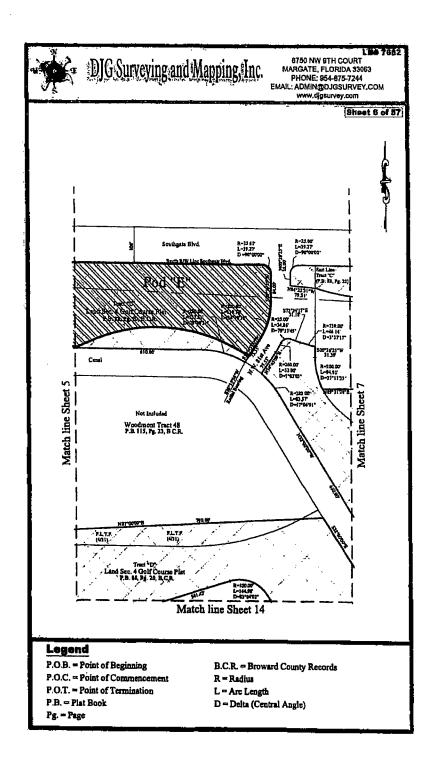
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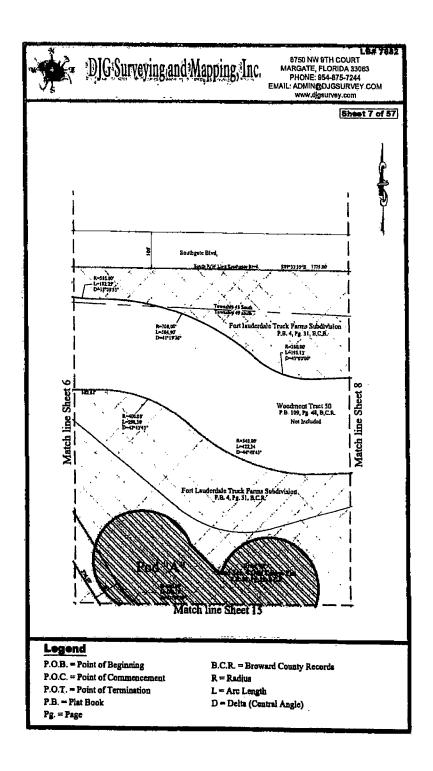
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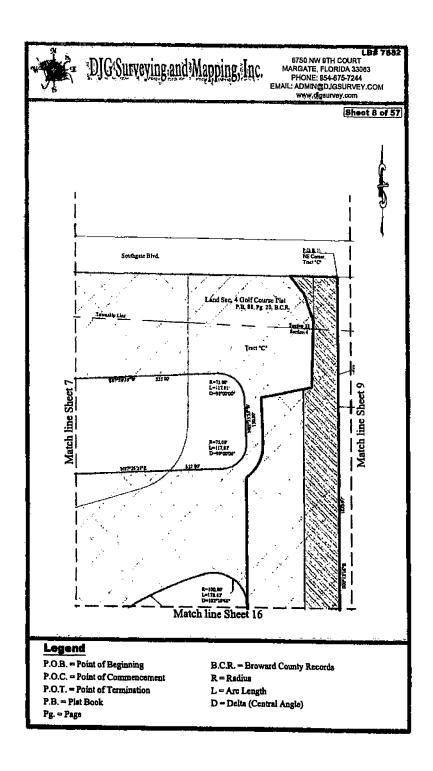
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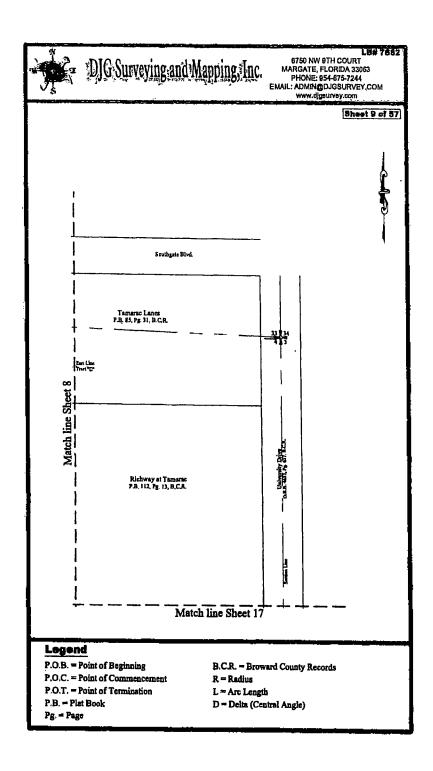
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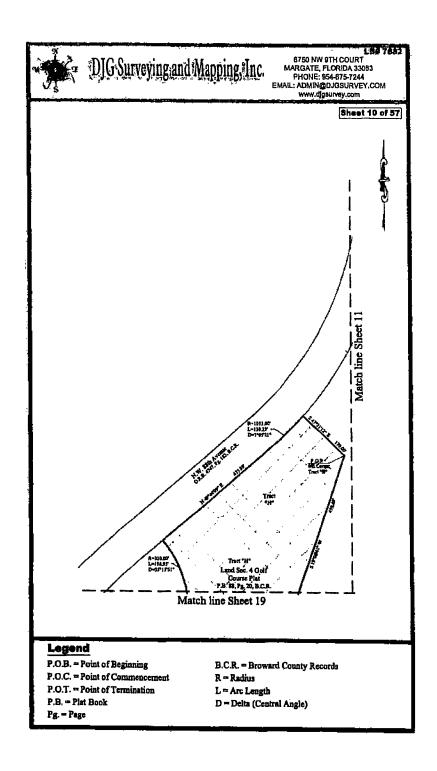
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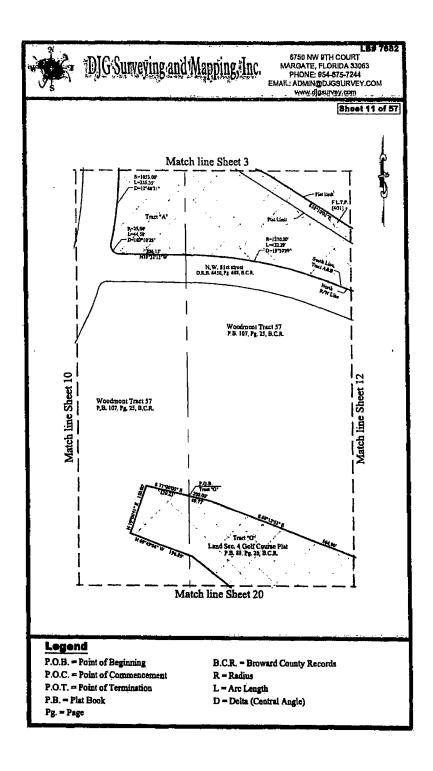
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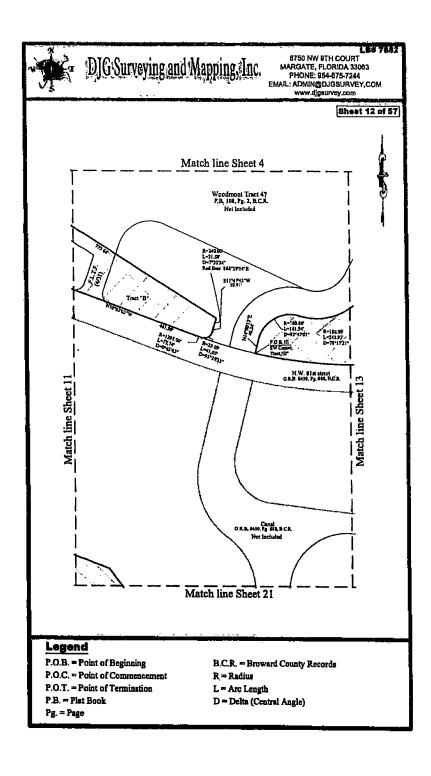
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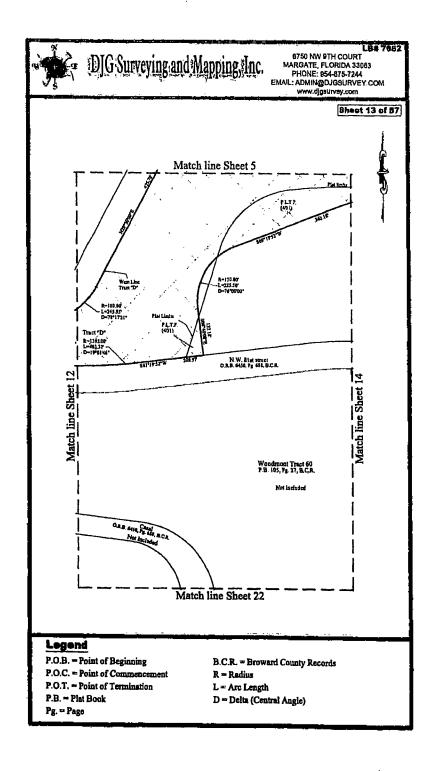
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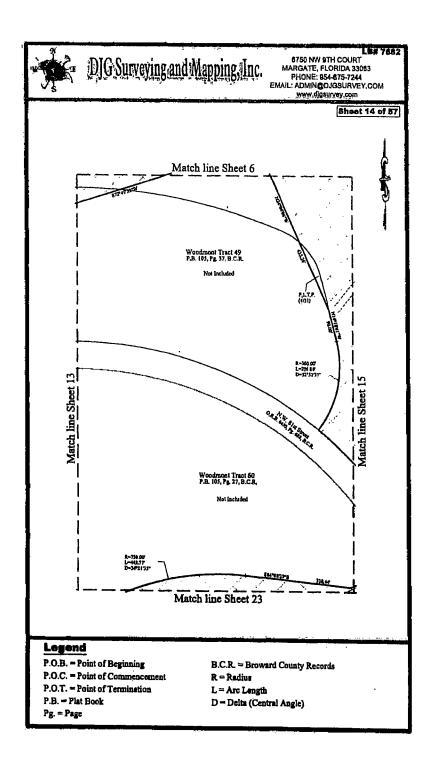
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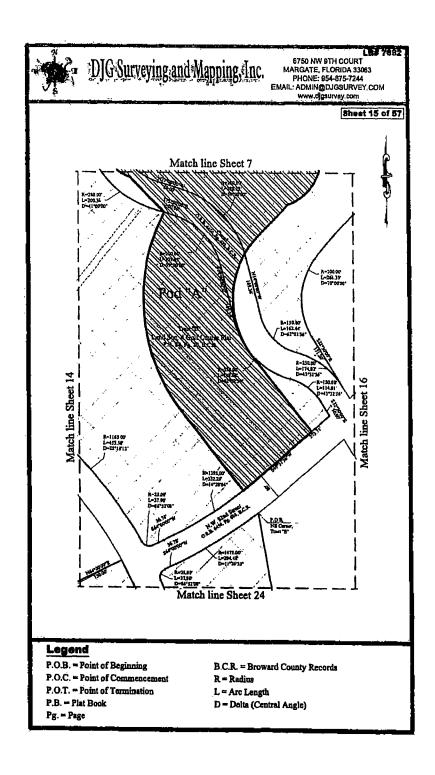
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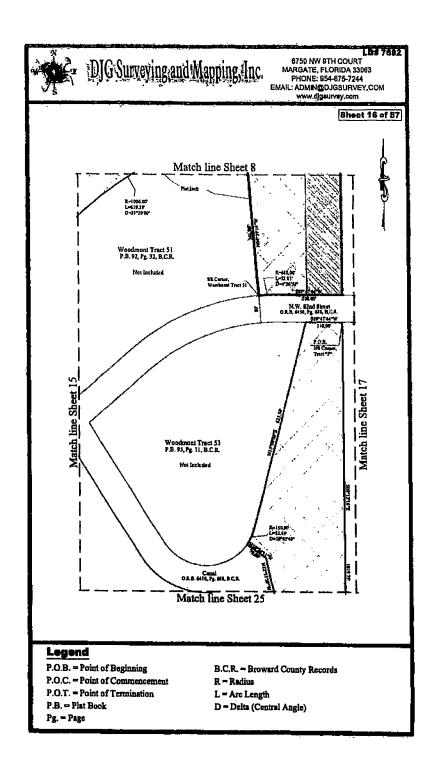
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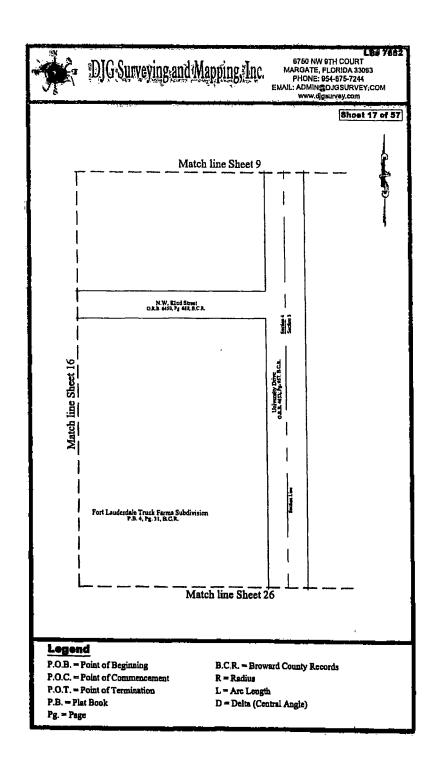
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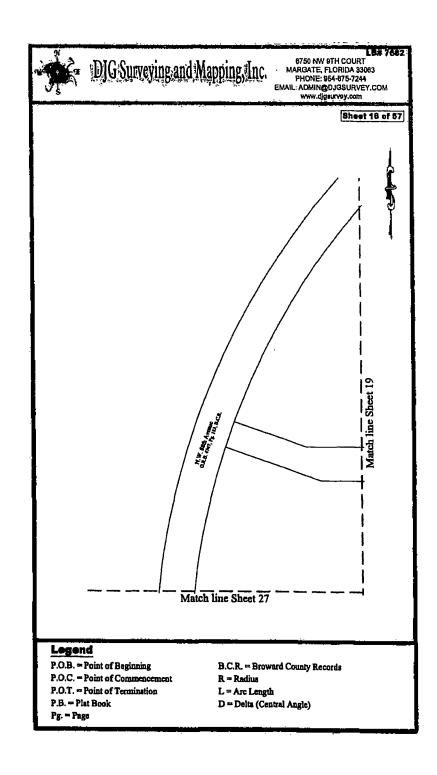
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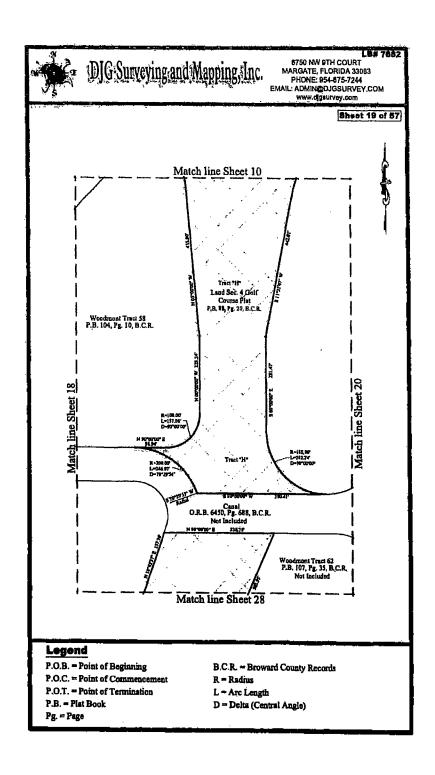
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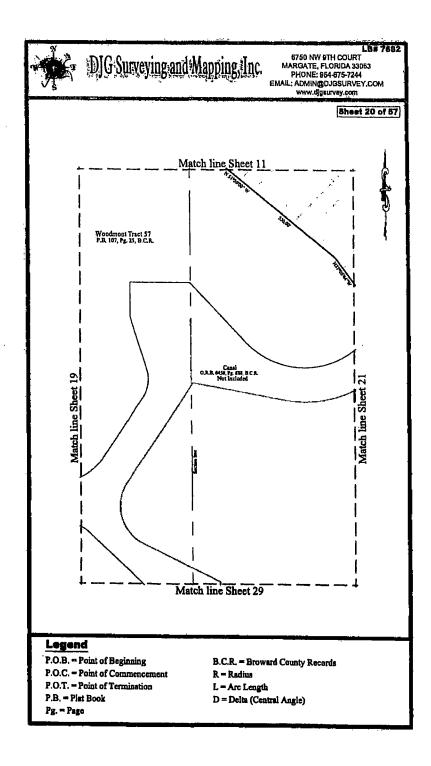
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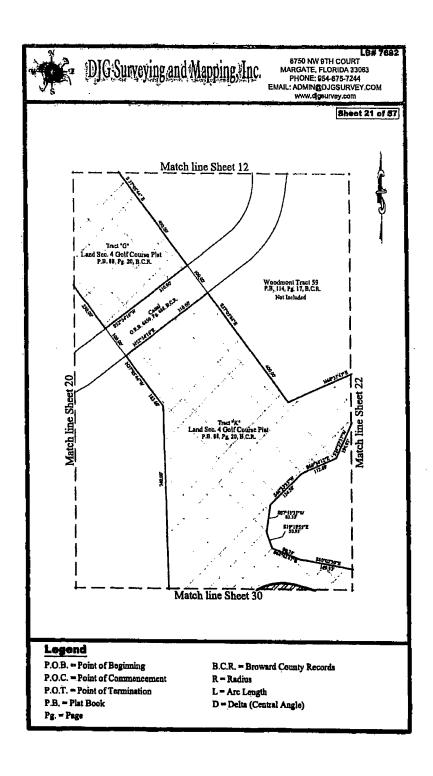
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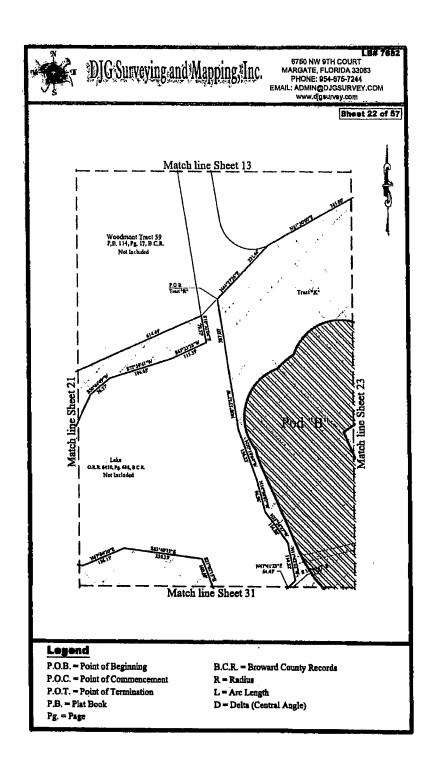
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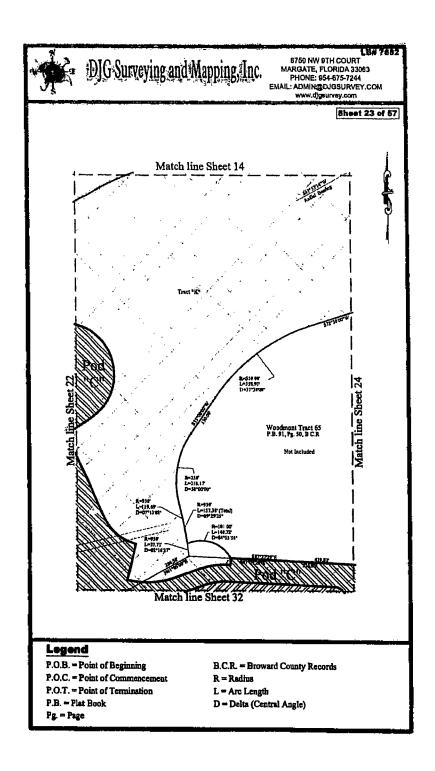
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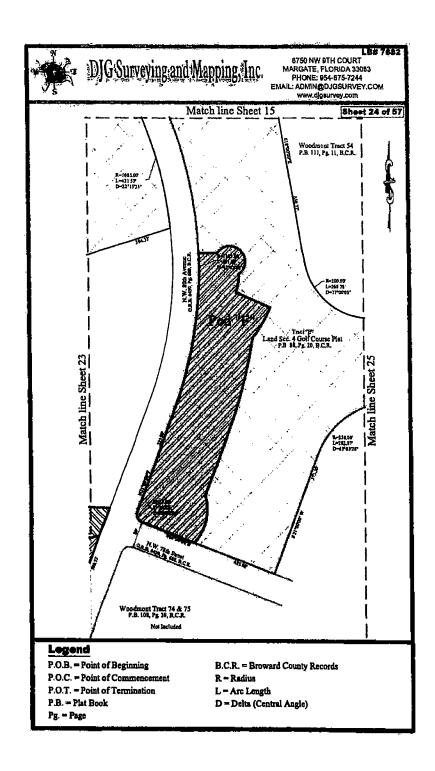
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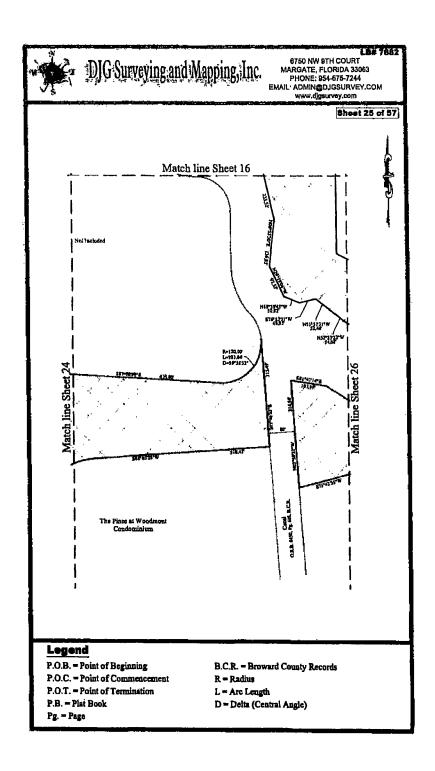
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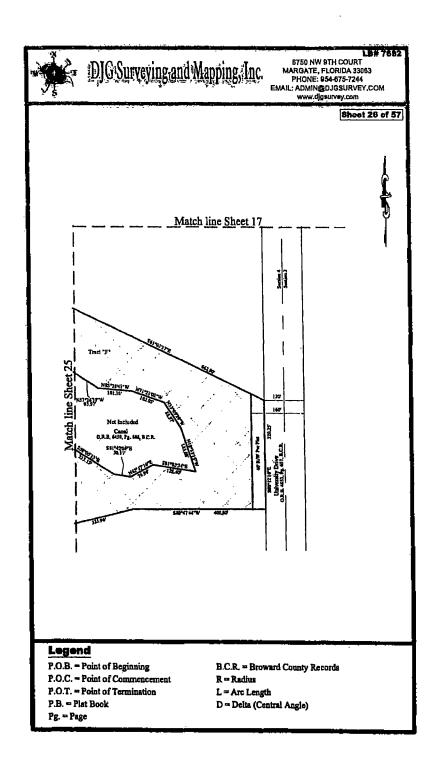
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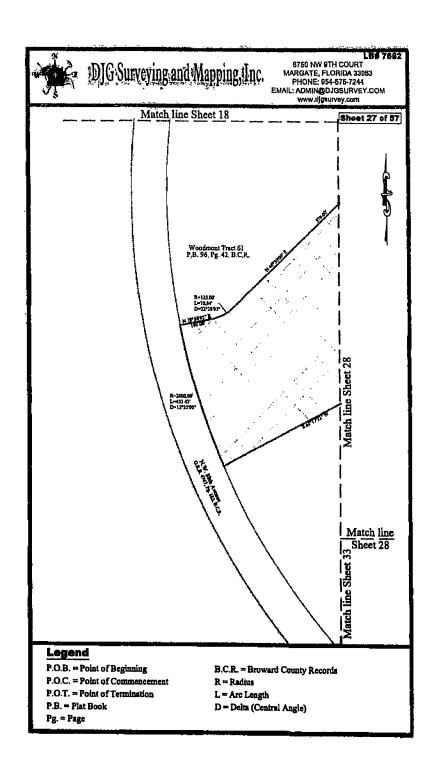
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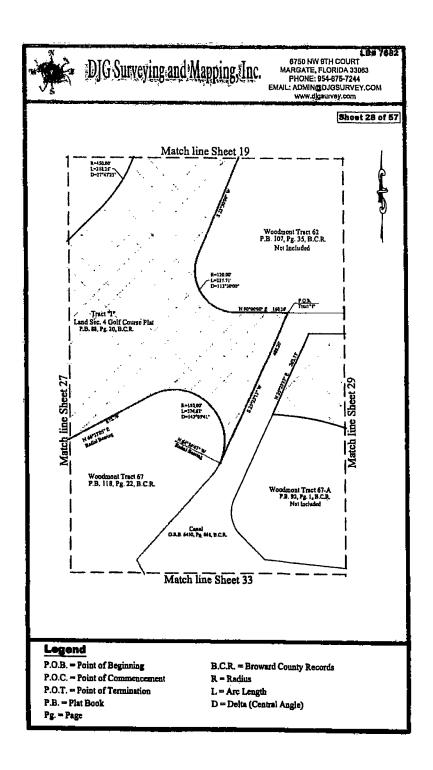
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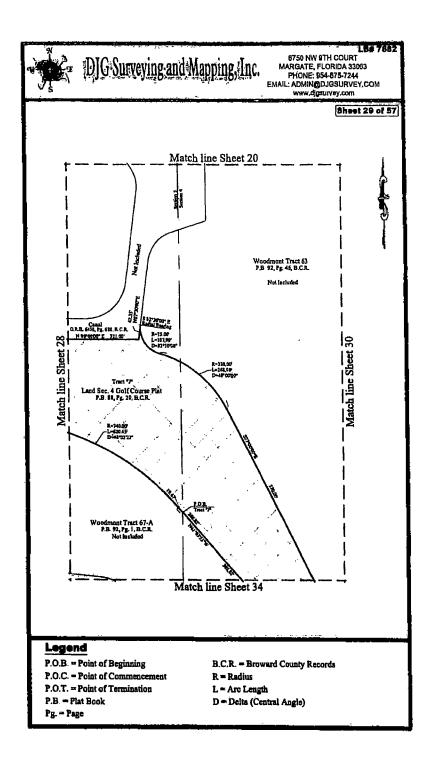
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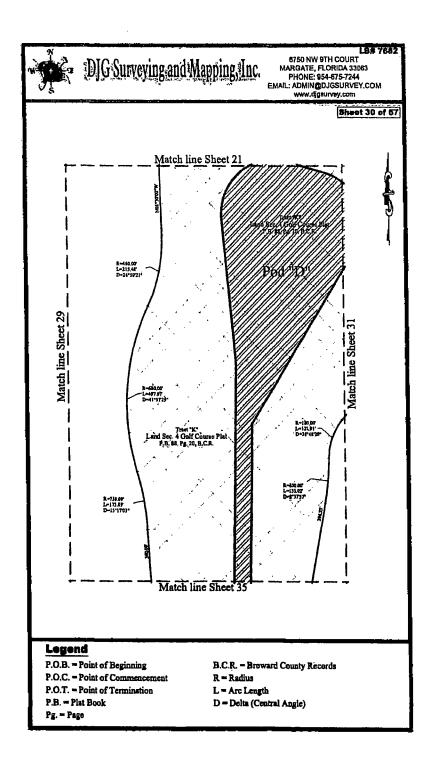
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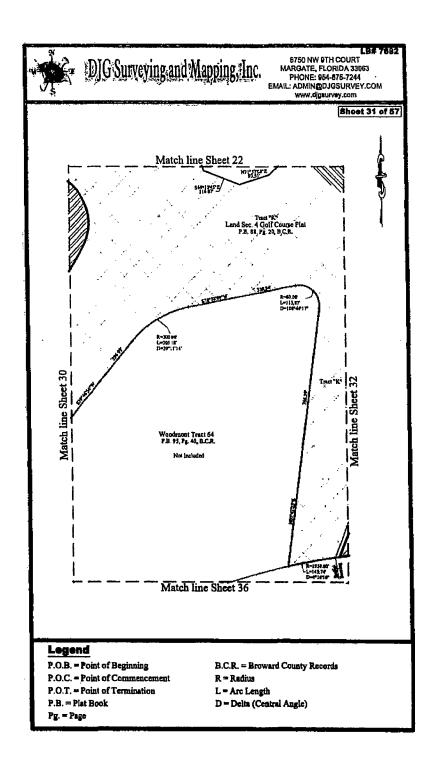
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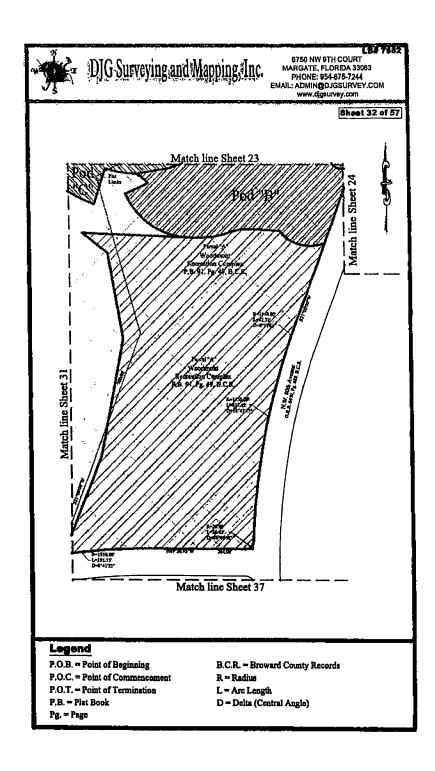
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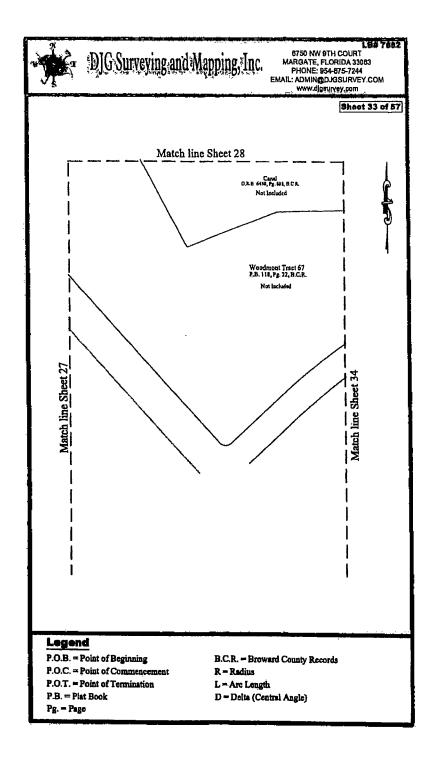
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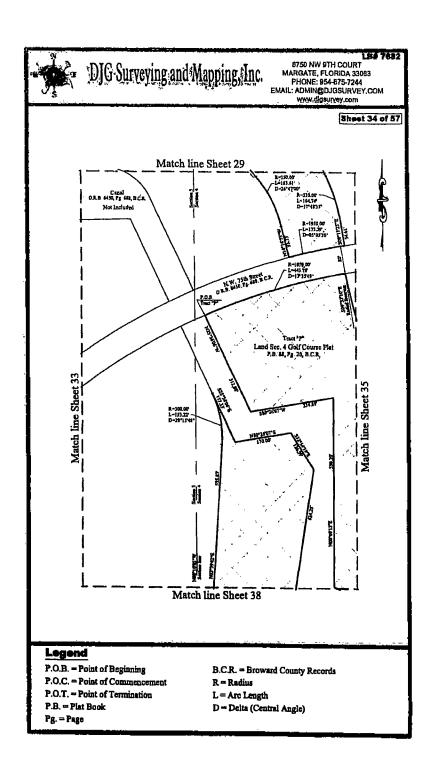
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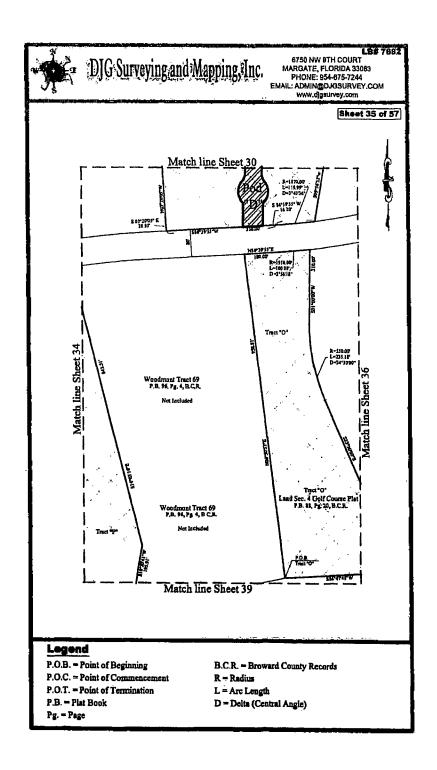
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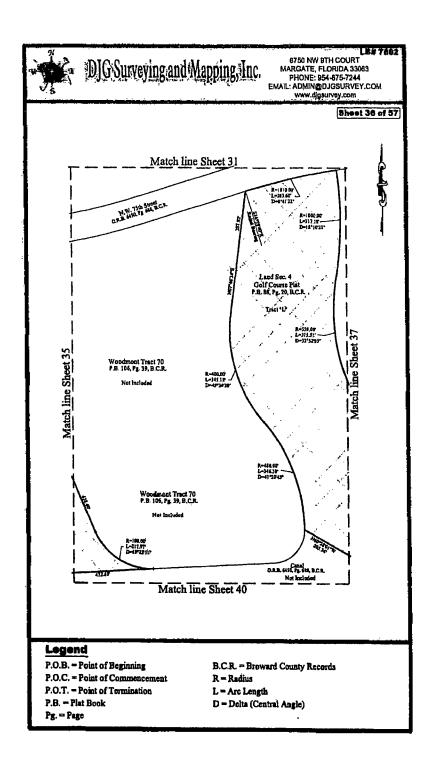
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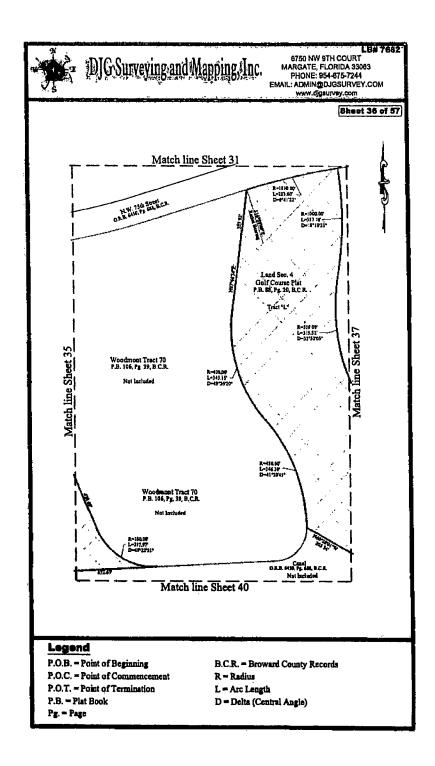
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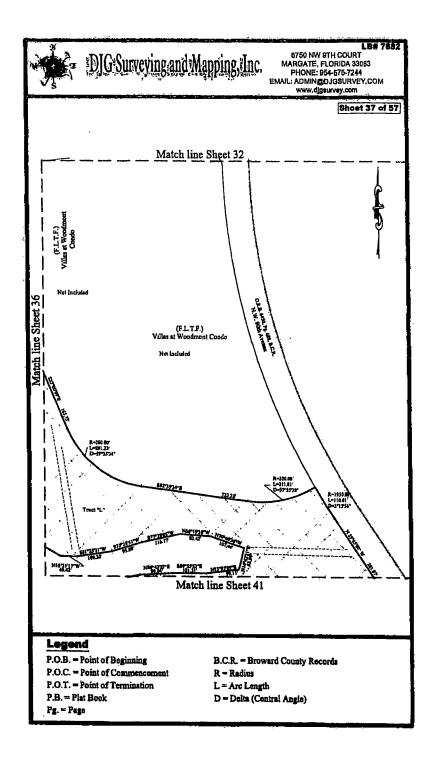
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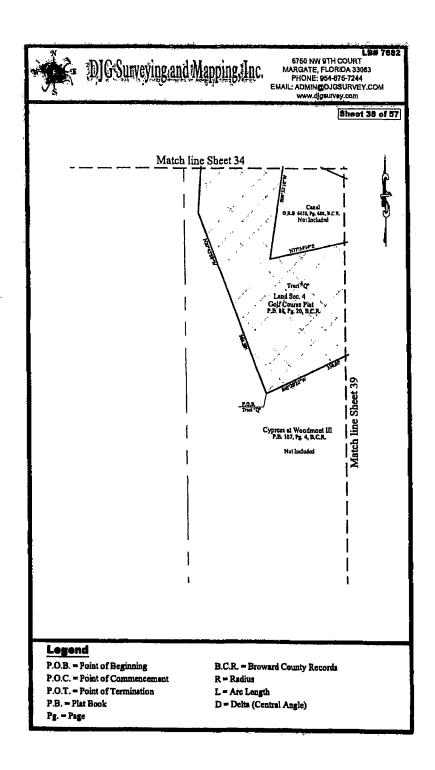
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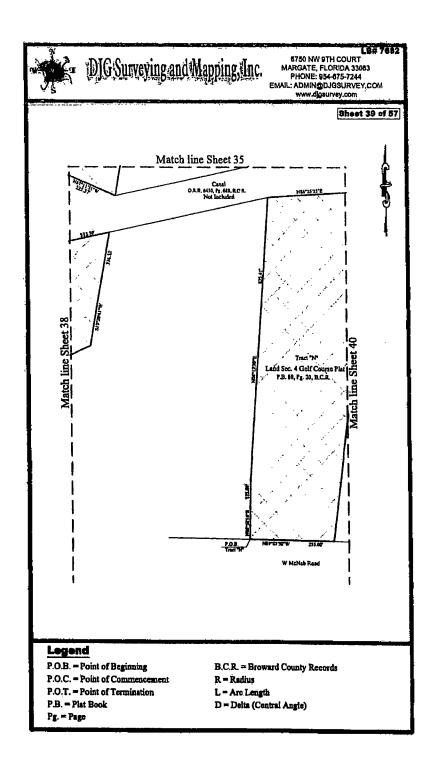
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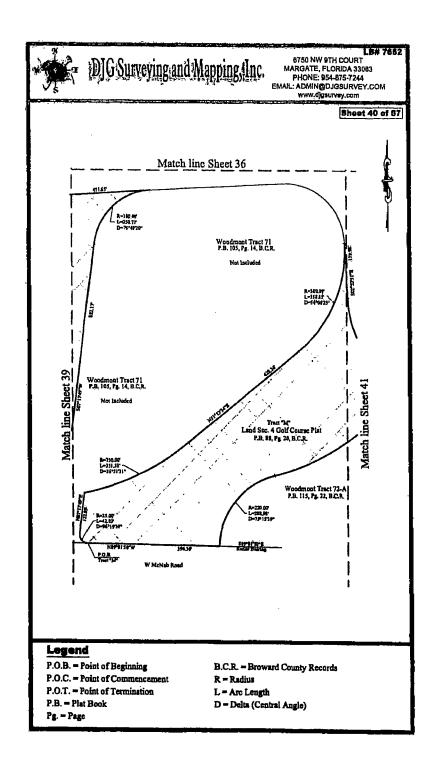
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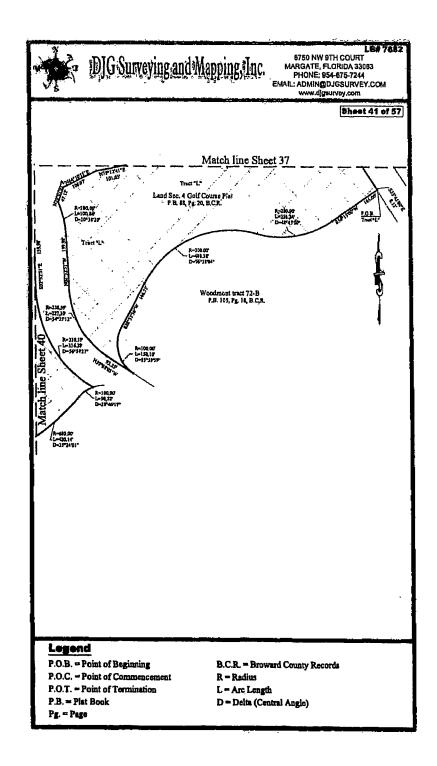
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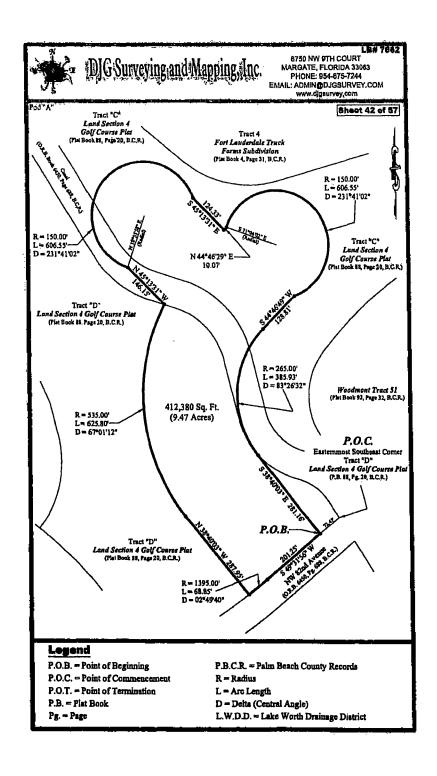
INSTR # 112470779, OR BK 51017 PG 792, Page 74 of 96



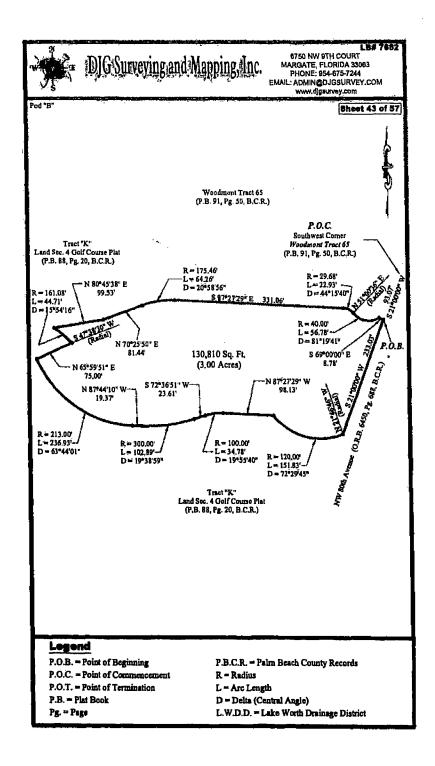
INSTR # 112470779, OR BK 51017 PG 793, Page 75 of 96



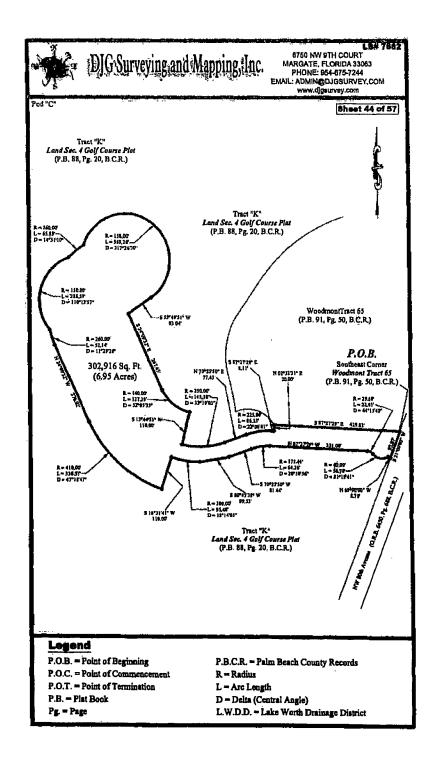
INSTR # 112470779, OR BK 51017 PG 794, Page 76 of 96



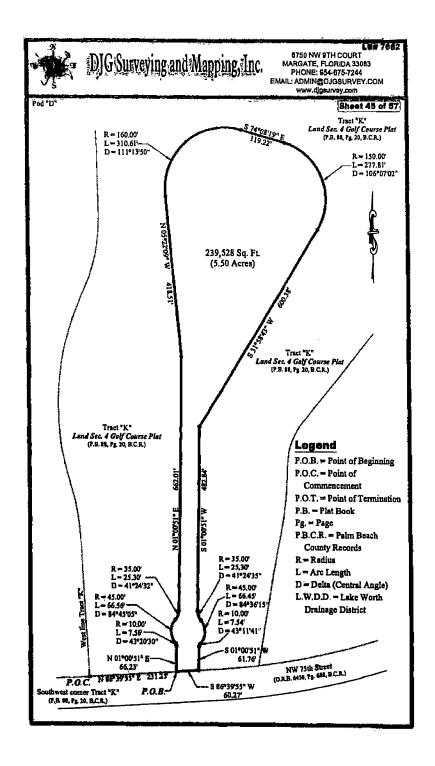
INSTR # 112470779, OR BK 51017 PG 795, Page 77 of 96



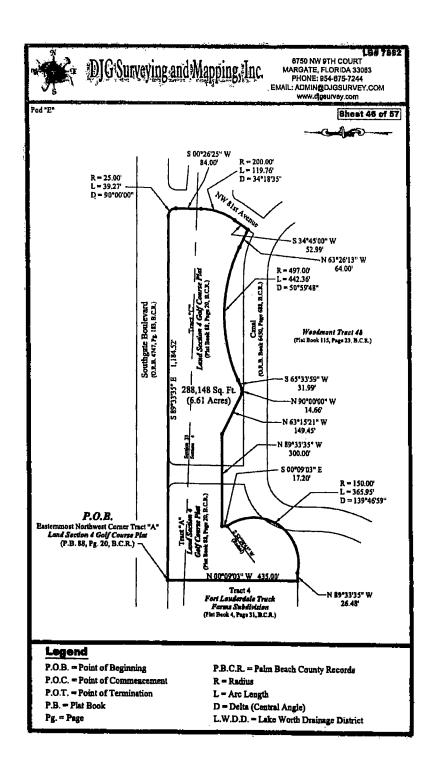
INSTR # 112470779, OR BK 51017 PG 796, Page 78 of 96



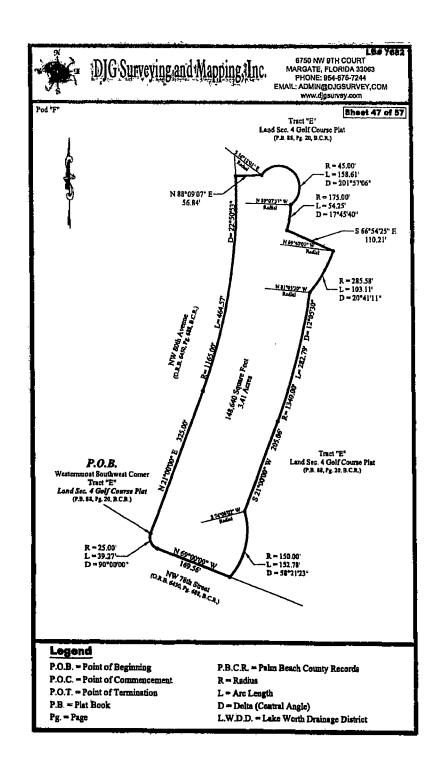
INSTR # 112470779, OR BK 51017 PG 797, Page 79 of 96



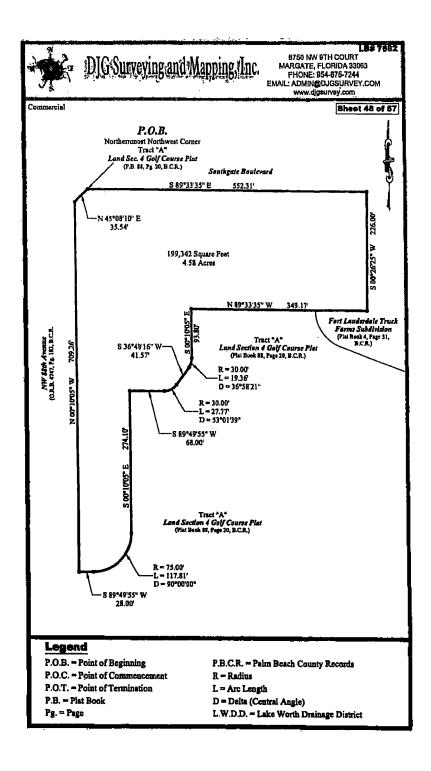
INSTR # 112470779, OR BK 51017 PG 798, Page 80 of 96



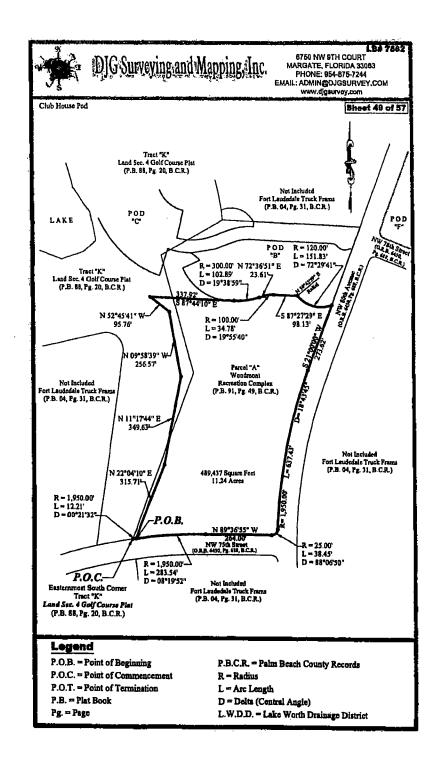
INSTR # 112470779, OR BK 51017 PG 799, Page 81 of 96



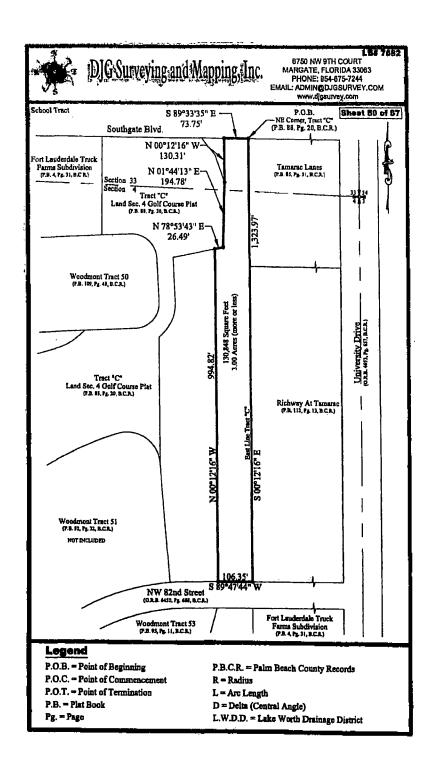
INSTR # 112470779, OR BK 51017 PG 800, Page 82 of 96



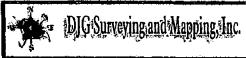
INSTR # 112470779, OR BK 51017 PG 801, Page 83 of 96



INSTR # 112470779, OR BK 51017 PG 802, Page 84 of 96



INSTR # 112470779, OR BK 51017 PG 803, Page 85 of 96



6750 NW 9TH COURT MARGATE, FLORIDA 33063 PHONE: 954-675-7244 EMAIL: ADMINODJGSURVEY.COM www.digsurvey.com

### Shout 51 of 57 **LEGAL DESCRIPTION**

A portion of Tracts, A, B, and C, LAND SEC, 4 COLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, sed a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

Fig. 20, of the Public Records of Broward County, Florida, such a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Forwalls of South, Range 4 i East, according to the plat thereof, as recorded in Pital Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

Commancing at the Northwest corper of Section 4, Township 49 South, Range 41 East; thence North 07/1005\*\*West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgete Boulevard and the North boundary of said Truct A; thence South 87/3137\* East, along said South right-of-way line of Southgete Boulevard and the North boundary of said Truct A; thence South 87/3137\* East, along said South right-of-way line and south 07/1005\*\* East, 30/31 feet; thence South 67/247\* East, 17/35\* feet; there extreated on the second of the second

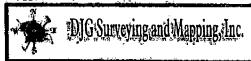
### TOGETHER WITH

A portion of Tract C of said LAND SEC, 4 GOLF-COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

SUBDIVISION of Section 4, Township 99 South, Range et Esta, essention as topows:

BEGINNING at the most northeasterty corose of said Tract C, thence South 00°12'16° Esta, along the Esta boundary of said Tract C, 1323.97 Ret to a point on the northerty right-of-way line of N.W. £2nd Street, as recorded in Official Records Book 6450, Page 658, of the Public Records of Broward County, Florids; thence South 89°47'44° West, along said northerty right-of-way line sed along the arc of a tangent curve, said curve being concave to the South having a radius of 660.00 feet, a detto of 42°42'SF, on are distance of 32.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Flat thereof, as recorded in Fist Book 52, Page 32, of the Fublic Records of Broward County, Florids; thence North 64°37'14' West, along the exsertly boundary of eald WOODMONT TRACT 51, according to the Flat thereof, as recorded in Fist Book 52, Page 32, of the Fublic Records of Broward County, Florids; thence North 64°31'14' West, along the exsertly boundary of eald WOODMONT TRACT 31 and along the art of a tangent curve, taid curve being concave to the Southeast having a radius of 100.00 feet, a delta of 102'20'46', as are distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 31 and along the art of a tangent curve, said curve being concave to the Boutheast having a radius of 1000.00 feet, a delta of 102'20'46', as are distance of 619-59 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 31 and along the art of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delte of 70'00'00', an art distance of 6244.35 feet; thance tangent to add curve Bouth 32°310'00' seet, a delte of 70'00'00', an art distance of 6244.35 feet; thance tangent to add curve Bouth 32°310'00' seet, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of curve.

INSTR # 112470779, OR BK 51017 PG 804, Page 86 of 96



8750 NW 9TH COURT MARGATE, FLORIDA 33083 PHONE: 954-675-7244 EMAIL: ADMIN@DJGSURVEY.COM www.djgsurvey.com

# **LEGAL DESCRIPTION**

Sheet 52 of 57

thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the are of a tangent curve, sald curve being concave to the Southwest and having a radius of 230.00 feet; a delta of 43°32'56°, as are distance of 16.24 feet thence tangent to said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62°02'56°, as are distance of 16.24 feet thence tangent to said curve North 14°00'00 West, along said right-of-way line, 169.36 feet; thence tondwesterly along said right-of-way line and along the are of a tangent curve said curve North 14°00'00 West, along said right-of-way line and soing the are of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 52°00'00°, as are distance of 288.33 feet; thence tangent to said curve North 73°00'00° West, along said right-of-way line, and said right-of-way line, and said said the said of 180.00 feet, a delta of 41°00'00°, as are distance of 18.31 feet; thence tangent to said curve North 72°00'00° West, along said right-of-way line, 650.00 feet, thence tongent to said curve which and along the are of a tangent curve being concave to the Southwest having a radius of 280.00 feet, a delta of 14°00'00°, as are distance of 18.37 feet; thence North 34°45'00° East, 75.55 feet; thence northerly along the display-of-way line and slong the are of a tangent curve, said curve being concave to the Southwest having a radius of 28.00 feet, a delta of 18°00'01°, as are distance of 18.37 feet; thence North 34°45'00° East, 75.55 feet; thence northerly along the feet of a tangent curve, said curve being concave to the Southwest having a radius of 28.00 feet, a delta of 18°00'01°, as are distance of 18.00° feet, addited to 18°00'01°, as are distance of 18°00'01°, as are distance of 18°00'01°, as a red to 18°00'01°, as are distance of 18°00'01°, as a red to 18°00'01°, as are distance of 18°00'01°, as are d

A portion of Tract D of said LAND SEC, 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 Earl, described as follows:

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DJG Surveying and Mapping Inc.

LB# 7682 5750 NW 9TH COURT MARGATE, FLORIDA 33063 PHONE: 954-675-7244 EMAIL: ADMIN@DJGSURVEY.COM

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### **LEGAL DESCRIPTION**

Sheet 53 of 57

ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 61°3000" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the are of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°33'53", an are dilatance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688 of the Public Records of Broward County, Florids; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

Tracts E and F of said LAND SEC, 4 GOLF COURSE PLAT.

Tracts O, H. I, J, K. L. M. N. O, P. and Q. LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20 of the Public Records of Broward County, Florida.

AND

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florids.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 285.00 acres, more or lass,

A parcel of land being a portion of Tract "D" and Tract "C", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Basternmost Southeast corner of said Tract "D", said point also being a point on the Northerly line of NW \$2nd Avenue as described in Official Records Book 6450, Page 682, of the Public Records of Broward County, Florida; Thence, South 49°31'96" West, along said Northerly line, a distance of 72.45 feet to the POINT OF BEGINNING; Thence, continue along said Northerly line, South 49°31'96" West, a distance of 20.125 feet to the point of curvature of a circular curve, concave to the Northwest, having a radius of 1395.00 feet and a central angle of 07°4940"; Theoree, Southerly along the six of said curve, and said Northerly line of NW \$2nd Avenue, an arc distance of 68.85 feet; Theoree, Southerly along the six of said curve, and said Northerly line of NW \$2nd Avenue, an arc distance of 68.85 feet; Theoree, North 37"40'03" West, a distance of 28.95 feet to the point of curvature of a circular curve, concave to the East, having a sadius of 5315.00 feet and a central angle of 67"01'12";

Theore, North 38°40'03' West, a distance of 287,95 feet to the point of curvature of a circular curva, concave to the East, having a radius of 535.00 feet and a central angle of 670'01'12';
Thence, North 49:13'31' West, a distance of 146,15 feet to a point on the arc of a circular curve, concave to the East, having a radius of 130.00 feet and a central angle of 231'41'02';
Thence, Northerly and Easterly along the arc of sald curve, an arc distance of 606.55 feet;
Thence, Northerly and Easterly along the arc of sald curve, an arc distance of 606.55 feet;
Thence, South 49'13'31' East, a distance of 124.33 feet;
Thence, South 44'13'2' East, a distance of 10.07 feet to a point on the arc of a circular curve, concave to the South, baving a radius of 130.00 feet and a central angle of 23'44'10'7', a radial line bears from said point South 71'04'02' East;
Thence, Easterly, Southerly, and Westerly along the arc of said curve, an ord distance of 60.55 feet;
Thence, South 44'44'67' West, a distance of 128.81 feet to the point of curvature of a circular curve, concave to the East, having a radius of 25'00 feet and a central angle of 33'26'32''.
Thence, South 44'44'9' West, a distance of 128.81 feet to the POINT OF BEGINNING.

Said bands lying and being in the City of Tamarac, Broward County, Florida, and containing 412,380 square fact (9.47 acres) more or

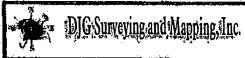
LESS THE FOLLOWING POD 'B":

A portion of Tract 'K', LAND SEC. 4 GOLF COURSE PLAT, as recorded to Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more producted about 1 and 1 and

COMMENCING at the Southwest corner, WOODMONT TRACT 65, according to the plat thereof, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florids, said point also bring a point on the Westerly time of NW 80th Avenus as described in Official Records Book 6450, Page 683, of the Public Records of Broward County, Florids;
Theore, South 21\*8070° West, along said Westerly line, a distance of 93.07 feet to the POINT OF BEGINNING;
Theore, continue South 21\*80700° West, along said Westerly line, a distance of 233.03 feet to a point on the sec of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 73\*25\*45\*; a radial line bears from said point North

concave to the North, having a radius of 120,00 feet and a central angle of 77°2945"; a radial lies bears from said point North
21°4646" West;
Thence, Westerly along the arc of said curve, an arc distance of 151.83 feet;
Theses, North 87°27-28" West, a distance of 98.13 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100 feet and a central angle of 19°5400".
Thence, Westerly along the arc of said curve, an arc distance of 34.18 feet to the point of tangency;

INSTR # 112470779, OR BK 51017 PG 806, Page 88 of 96



LES 7882 6750 NW 9TH COURT MARGATE, FLORIDA 33063 PHONE: 954-875-7244 EMAIL: ADMIN@DJGSURVEY.COM www.diasurvev.com

### **LEGAL DESCRIPTION**

Sheet 54 of 57

Thence, South 72°36′51′ West, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a cectral angle of 19°38′39°;
Thence, Westerly along the arc of said curve, an arc distance of 102.89 feet to the point of language;
Thence, North 87°44′10′ West, a distance of 19.37 feet to the point of curvature of a circular curve, concave to the Northeast, baving a radius of 213.00 feet and a central angle of 63°44′01°.
Thence, Northeaterly along the arc of said curve, as arc distance of 236.393 feet;
Thence, Northeaterly along the arc of said curve, as arc distance of 236.393 feet;
Thence, Northeaterly along 53°41′0°; a radial line bears from said point South 47°38′30° West;
Thence, Northeaterly along the arc of said curve, as arc distance of 43°1 feet;
Thence, Northeaterly along the arc of said curve, as arc distance of 44°1 feet;
Thence, Northe 70°25′50° East, a distance of 99.33 feet;
Thence, Northe 70°25′50° East, a distance of 99.31 feet;
Thence, Northe 70°25′50° East, a distance of 24°14 feet;
Thence, Northe 70°25′50° East, a distance of 99.31 feet;

Thence, North 70°25'50° East, a distance of \$1.44 feet to the point of curvature of a circular curve, concave to the South, having a radius of

Theree, North 70°25'50' East, a distance of \$1.44 feet to the point of curvature of a circular curve, concave to the South, having a radius of 13'.46 and a central angle of 20'95'85'.

Theree, Easterly along the arc of said curve, an arc distance of 64.26 feet;

Theree, South 87'27'29' East, a distance of 33'.06 feet to the point of curvature of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44'15'40'.

Theree, Southeasterly along the arc of said curve, an arc distance of 22.93 fast to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81'19'41'; a radial line beart from said point North 51'00'36' East;

Theree, Easterly along the arc of said curve, an arc distance of 56.78 feet;

Theree, South 69'00'00' East, a distance of 8.78 feet to a point on the said West time of NW 80th Avenue and the POINT OF BEGDNNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,810 square feet (3.00 acres) more or less,

LESS THE FOLLOWING POD C

A parcel of land lying in Section 4, Towaship 49 South, Range 41 East, being a portion of Tract "K", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 86, Page 20, of the Public Records of Broward County, Florids, being more particularly described as

PLAT, as recorded in Piat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Southeast comm of WOODMONT TRACT 65, as recorded in Piat Book 91, Page 50, of the Public Records of Broward County, Florida, asid point being on the Westerly line of NW 80th Avenue;
Thence, South 21'90'00" West, along said Westerly line, a distance of 93.07 feet;
Thence, North 69'0000" West, along said Westerly line, a distance of 93.07 feet;
Thence, Westerly along the art of said curve, an art distance of 56.78 feet to a point on the art of a circular curve, concave to the North, having a radius of 40.00 feat and a central angle of 81'19'41"; a radial line bears from said point North 30'19'03' West;
Thence, Westerly along the art of said curve, an art distance of 56.78 feet to a point on the art of a circular curve, concave to the South, having a radius of 17.54 feet and a central angle of 10'35'56'; a radial line bears from said point South 60'12'46' West;
Thence, Westerly along the art of said curve, as are distance of 64.26 feet to the point of tangency;
Thence, South 10'13'59' West, a distance of 91.44 feet;
Thence, South 10'13'59' West, a distance of 91.44 feet;
Thence, South 10'13'59' West, a distance of 91.44 feet;
Thence, South 10'13'59' West, a distance of 91.44 feet;
Thence, North 10'13'59' West, a distance of 91.44 feet;
Thence, North 10'13'59' West, a distance of 11.44 feet;
Thence, North 10'13'59' West, a distance of 11.44 feet;
Thence, North 10'13'59' West, a distance of 11.45 feet;
Thence, Northwesterly along the art of said curve, an art distance of 93.48 feet;
Thence, Northwesterly along the art of said curve, an art distance of 11.45 feet;
Thence, Northwesterly along the art of said curve, an art distance of 11.45 feet;
Thence, Northwesterly along the art of said curve, an art distance of 11.45 feet to a point on the sur of a circular curve, concave to the North 14'09'32' West, a distance of 276.02 feet to a point on the sur of a circula

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 302,916 square feet (6.95 acres) more or less.

LESS THE FOLLOWING POD D:

INSTR # 112470779, OR BK 51017 PG 807, Page 89 of 96

DIG-Surveying and Mapping Inc.

8750 NW 9TH COURT MARGATE, FLORIDA 33083 PHONE: 954-875-7244 EMAIL: ADMINODJGSURVEY.COM www.djgsurvey.com

# **LEGAL DESCRIPTION**

Sheet 55 of 57

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as

COMMENCE at the Southwest corner of said Tract "K", said point also being a point on the Northerly line of NW 75th Street as described in Official Records Book 6450, Page 638 of the Public Records of Broward County Florida;
Thence, North 86° 39′55′ Eart, along said Northerly line, a distance of 231,25′ feet to the POINT OF BEOINNING;
Thence, North 01° 00′31′ Eart, a distance of 66.25′ feet to the point of curvature of a circular curve, concave to the West, having a radius of 50.00 feet and a central angle of 43°20′30′;
Thence, Northerly along the sur of said curve, an are distance of 7.55 feet to the point of reverse curvature of a circular curve, concave to the Eart, having a radius of 45.00 feet and a central angle of 44°450′5′.
Thence, Northerly along the sur of said curve, an are distance of 65 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 35.00 feet and a central angle of 41°470′2′.
Thence, Northerly along the sur of said curve, an are distance of 25.30 feet to the point of tangency;
Thence, North 01°00′31° East, a distance of 66.20 feet;
Thence, North 01°00′31° East, a distance of 648.31 feet to the point of curvature of a circular curve, concave to the Southeast, baving a radius of 60.00 feet and a central angle of 111°11′35°.
Thence, North 01°00′31° East, a distance of 418.31 feet to the point of curvature of a circular curve, concave to the Southeast, baving a radius of 160.00 feet and a central angle of 111°11′35°.

radius of 160.00 feet and a central angle of 111°13'50°;

Thesee, Northerly and Barterly along the are of said curve, an are distance of 310.61 feet to the point of tangency;

Thesee, South-760'19'2 East, a distance of 119.22 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 106'07'02".

Thence, Boutherly and Southerly along the are of said curve, an are distance of 277.81 feet to the point of tangency;

Thence, South 3195'843' West, a distance of 600.38 feet;

Thence, South 3195'843' West, a distance of 693.84 feet to the point of curvature of a circular curve, concave to the East, having a radius of 35.00 feet and a central angle of 41'24'35'.

Thence, Southerly along the are of said curve, as are distance of 25.30 feet to the point of reverse curvature of a circular curve, concave to the West, baving a radius of 45.00 feet and a contral angle of 34'36'15'.

Thence, Southerly along the are of said curve, as are distance of 66.45' feet to the point of reverse curvature of a circular curve, concave to the Bast, having a radius of 10.00 feet and a central angle of 43'11'41'.

Thence, Southerly along the are of said curve, as are distance of 67.34 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 10.00 feet and a central angle of 43'11'41'.

Thence, South 51'00'51' West, a distance of 61.76 feet to a point on the North line of NW 75th Street;

Thence, South 86'39'55' West, along said North line, a distance of 60.77 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florids, and containing 239,528 square feet (5,50 acres) more or less,

A pared of land being a portion of Tract "A" and Tract "C", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, and a portion of a casal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

more particularly described as follows:

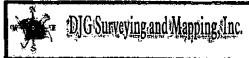
BEGINNING at the Bastermmost Northwest corner of said Tract "A" and a point on the South line of Southgate Boulevard;
Thence, South Ber31375" East, along said South line, a distance of 1, 18.52 (feet to the point of curvature of a circular curve, poncave to the Southwest, shving a radius of 25,00 feet said occurve age of 90'0000".
Thence, Southwest party along the arc of said curve, an arc distance of 39.27 feet;
Thence, Southwesterly along the arc of said curve, an arc distance of 19.76 feet;
Thence, Southwesterly along the arc of said curve, an arc distance of 119.76 feet;
Thence, Southwesterly along the arc of said curve, an arc distance of 119.76 feet;
Thence, South and Ad4500" West, a distance of 52.99 feet;
Thence, North 53'25'13" West, a distance of 54.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 49',000 feet and a central sagle of 50'5'94";
Thence, North 53'31'35" West, a distance of 64.00 feet of 442.36 feet;
Thence, North 53'31'35" West, a distance of 149.45 feet;
Thence, North 53'31'35" West, a distance of 149.45 feet;
Thence, North 53'31'35" West, a distance of 149.45 feet;
Thence, South 09'09'00" West, a distance of 119.45 feet;
Thence, South 199'33'3" West, a distance of 119.20 feet to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central sagle of 139'45'37"; a radial line bears from said point South 32'58'45" West;
Thence, North 89'33'37'9" west, a distance of 451.00 feet to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central sagle of 139'45'97'; a radial line bears from said point South 32'58'45" West;
Thence, North 89'33'37'9 West, a distance of 451.00 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tameruc, Broward County, Florida, and containing 288,148 square feet (6.61 acres) more or less.

A partion of Truct "E", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Westerman Southwest corner of said Trust "E", said point also being a point on the Easterty right-of-way line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; Themce, North 21 "00"00" East, along said Easterly line, a distance of 325.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 1165.00 feet and a central angle of 22"5733";

INSTR # 112470779, OR BK 51017 PG 808, Page 90 of 96



LES 7552

8750 NW 8TH COURT MARGATE, FLORIDA 33063 PHONE: 954-875-7244 EMAIL: ADMIN@DJGSURVEY.COM www.djgsurvay.com

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### LEGAL DESCRIPTION

Thence, Northerly along the arc of said curve, and the Easterly line of NW 80th Avenue, an arc distance of 464.57 feet;
Thence, netdaily to aforementioned curve, North 88'09'07' Past, a distance of 56.44 feet to a point on the arc of a circular curve, concave to the South, having a radius of 45.00 feet and a central angle of 20'18'706', a radial line bears from said point South 56'12'05' Past;
Thence, Rasterly and Southerly along the arc of said curve, an arc distance of 158.61 feet to a point on the arc of a circular curve, concave to the West, having a radius of 175.00 feet and a central angle of 1744'40'?; a radial line bears from said point North 89'075'7' West;
Thence, Southerly along the arc of said curve, an arc distance of 154.51 feet?
Thence, Southerly along the arc of said curve, an arc distance of 181.11 feet to a point on the arc of a circular curve, concave to the West, having a radius of 180.00 feet and a central angle of 12'05'30'; a radial line bears from said point North 89'05'30' West;
Thence, Southwesterly along the arc of said curve, an arc distance of 182.79 feet to the point of the arc of a circular curve, concave to the West, having a radius of 180.00 feet and a central angle of 20'26'30'; a radial line bears from said point North 89'05'30' West;
Thence, Southwesterly along the arc of said curve, an arc distance of 182.79 feet to the point of sangency;
Thence, Southwesterly along the arc of said curve, an arc distance of 180.278 feet to a point on the West, having a radius of 150.00 feet and a central angle of 58'212'1'; a radial line bears from said point 80 th 74'08'02' West;
Thence, Southerly along the arc of said curve, an arc distance of 180.278 feet to a point on the Southerly line of a circular curve, concave to the East, having a radius of 25.00 feet and a central angle of 58'212'1'; a radial sime bears from said point 74'08'02'' West;
Thence, North 69'00'00'' West, along said Southerly line, a distance of 180.25 feet to the point of curve, concave to the East, having a radius of

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 148,640 square feet (3.41 arres) more or less.

### LESS THE FOLLOWING COMMERCIAL POD

A portion of Treet "A", LAND SEC, 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florids, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florids, all being more particularly described as fallows:

BEGINNING at the Northernmost Northwest corner of said Tract "A", said point also being a point on the South line of Southgate

BEGINNING at the Northernmost Northwest corner of said Tract "A", said point also being a point on the Bouth itio of Southgate Boulevard;
Thence, South 80°33'35" Bast, along said South line of Southgate Boulevard, and the North line of said Tract "A", a distance of 552.31 feet;
Thence, South 80°33'35" West, a distance of 236 00 feet;
Thence, North 89°33'35" West, a distance of 349.17 feet;
Thence, South 00°10'05" Bast, a distance of 349.17 feet;
Thence, Bouth 00°10'05" Bast, a distance of 99.80 feet to the point of curvature of a circular curve, concave to the West, having a radius of 30.00 feet and a central angle of 36°32'12".
Thence, Bouthwesterly along the arm of said curve, an arc distance of 19.36 feet to the point of tangency;
Thence, South 35°48'16" West, a distance of 41.37 feet to the point of curvature of a circular curve, concave to the North, having a radius of 30.00 feet and a central angle of 50°10'139".
Thence, South 95°49'55" West, a distance of 68.00 feet;
Thence, South 95°49'55" West, a distance of 68.00 feet
Thence, South 95°49'55" West, a distance of 274.10 feet to the point of curvature of a circular curve, concave to the West, having a radius of 75.00 feet and a central angle of 90°00'00".
Thence, Southwesterly along the arc of said curve, an arc distance of 17.81 feet to the point of tangency;
Thence, South 96°49'55" West, a distance of 28.00 feet to a point on the West line of said Tract "A", and a point on the East line of NW 88th Avenue, a distance of 28.00 feet to the DON'T OF BEGINNING.

Thence, North 96°10'05" West, a distance of 17.62 for the 17.64" and the East line of NW 88th Avenue, a distance of 709.26 feet;
Thence, North 96°10'05" West, along said West line of 17.64" and a point on the East line of NW 88th Avenue, a distance of 709.26 feet;
Thence, North 96°10'05" West, along and of 17.62 feet to the Point Of BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 199,342 square feet (4.58 acres) more or less.

### LESS THE FOLLOWING CLUB HOUSE POD

portion of Truct "K", Land Sec. 4 Goff Course Plat, as recorded in Plat Book 81, Page 20, of the Public Recards of Broward County, orlds, and a purtion of Parcel "A", Woodnord Recreation Complex, as recorded in Plat Book 91, Page 49, of the Public Records of reward County, Florids, all being more particularly described as follows:

Broward County, Florida, all being more particularly described as follows:

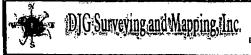
Commanding at the East-crament Southeast corner of said Tract "E", said point being a point on the North line of NW 75th Street as described in Official Records Book 6450, Page 688, and a point on the arc of a circular curve, cancave to the South, having a radius of 1,930.00 feet and a occural engls of 00°2132", a radial line bears from said point South 91°11° East;
Thence, Basterly along the err of said curve, as arc distance of 12.21 feet to the Polast of Englanding;
Thence, North 11:1744' East, a distance of 313.71 feet;
Thence, North 11:1744' East, a distance of 349.61 feet;
Thence, North 11:1744' East, a distance of 315.63.77 feet;
Thence, North 52°43'41' Wast, a distance of 337.92 feet;
Thence, North 52°43'41' Wast, a distance of 337.92 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central spice of 19°21'39".

Thence, North-asterly along the arc of axid curve, as arc distance of 102.89 feet to the point of ungency;
Thence, North-asterly along the arc of said curve, as arc distance of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central engls of 19°15'35".

Thence, North-asterly along the arc of said curve, as arc distance of 4,78 feet to the point of ungency;
Thence, North-asterly along the arc of said curve, as arc distance of a circular curve, concave to the North, having a radius of 120.00 feet and a central engls of 72°25'41"; a radial line bears from said point North 50°42'59' East;

Thence, South-asterly along the arc of said curve, as arc distance of 151.33 feet to a point on the Wen line of NW 80th Avenue;

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LB# 7682

6750 NW 9TH COURT
MARGATE, FLORIDA 33083
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## **LEGAL DESCRIPTION**

Thence, South 21°00'00° West, along said West line, a distance of 273 62 feet to the point of curvature of a circular curve, concave to the East, having a radius of 1,950.00 feet and a central angle of 18°4345°;
Thence, Southerly along the are of said curve, and the West line of NW 80th Avenue, an are distance of 637,43 feet to the point of reverse curvature of a circular ciave concave Northwesterly baving a radius of 25.00 feet and a central angle of 88°05'90°;
Thence, Southwesterly along the are of said curve, and the North line of 75th Street, an are distance of 38.45 feet to the point of tangency;
Thence, North 89°36'55° West, along the North line of 75th Street, a distance of 264.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 08°19'52°;
Thence, Southwesterly along the are of said curve, and the North line of NW 75th Street, an are distance of 283.54 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarar, Broward County, Florida, and containing 489,437 square feet (11.24 acres) more or

LESS THE FOLLOWING SCHOOL TRACT:

A parcel of land being a portion of Truct \*C\*, Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Tract "C" and a point on the South line of Southgate Boulevard;
Thence, South 30°12'16" Bast, along said East line, a distance of 1,323.97 feat to the North line of NW 62nd Stree;
Thence, North 00'12'16" West, adistance of 994.82 feet;
Thence, North 00'12'16" West, a distance of 26,49 feet;
Thence, North 01'24'13" East, a distance of 194.78 feet;
Thence, North 01'24'13" East, a distance of 194.78 feet;
Thence, North 01'21'16" West, a distance of 194.78 lest;
Thence, North 00'12'16" West, a distance of 196.31 feet to the South line of Southgate Boulevard and the North line of said Tract "C";
Thence, South 89'33'35" East, along said line, a distance of 73.75 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,848 square feet (3.00 acres) more or less.

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 $\begin{tabular}{ll} EXHIBIT "D"\\ TO\\ CONSOLIDATED, AMENDED AND RESTATED COVENANT \end{tabular}$ 

RESOLUTION

INSTR # 112470779, OR BK 51017 PG 811, Page 93 of 96

Temp. Reso. No. 12518 June 30, 2014 Page 1 of 3

City of Tamarac, Florida

Resolution No. R-2014 - 79

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE CONSOLIDATED, AMENDED AND RESTATED COVENANT FOR A PERIOD OF FIFTY (50) YEARS FOR THE WOODMONT COUNTRY CLUB, ATTACHED HERETO AS EXHIBIT "F-1", AND INCORPORATED HEREIN BY REFERENCE; AUTHORIZING THE JOINDER AND CONSENT OF SAME AND DIRECTING THE CITY MANAGER, OR HIS DESIGNEE, TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 25, 2014, the City Commission of the City of Tamarac adopted a Land Use Plan Amendment ("LUPA") for the Woodmont Country Club; and

WHEREAS, in conjunction with the LUPA, the City Commission also considered and approved a Development Agreement pursuant to the Florida Local Government Development Act, Sections 163.3220 through 163.3243, F.S.; and

WHEREAS, the Development Agreement included the Consolidated, Amended and Restated Covenant (the "Covenant", attached hereto as Exhibit "F-1" and incorporated herein by reference, as an exhibit thereof); and

WHEREAS, the City's professional staff has reviewed the Covenant, and recommends the approval and execution of the same; and

WHEREAS, the City Commission finds that executing and recording the Covenant, serves a municipal and public purpose and is in the best interests of the citizens and residents of the City.

NOW, THEREFORE, be it resolved by the City Commission of the City of Tamarac, Florida:

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Temp. Reso. No. 12518 June 30, 2014 Page 2 of 3

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The City Commission hereby approves the Consolidated, Amended and Restated Covenant, and joins in and consents to the terms of said Covenant which is attached hereto as Exhibit "F-1" and incorporated herein.

Section 3. The City Commission hereby further authorizes and directs the City Manager, or his designee, to take any and all action necessary to effectuate the intent of this resolution, including the recording of the Covenant in the public records of Broward County.

<u>Section 4.</u> All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

<u>Section 6.</u> This Resolution shall become effective immediately upon its passage and adoption.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

INSTR # 112470779, OR BK 51017 PG 813, Page 95 of 96

Temp. Reso. No. 12518 June 30, 2014 Page 3 of 3

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THIS The DAY OF Toly, 2014.

CITY OF TAMARAC, FLORIDA

HARRÝ DRESŠLER, MAYOR

ATTEST:

PATRICIA TEUFEL, ONC

CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR DRESSLER

DIST 1: COMM. BUSHNELL DIST 2: V/M GOMEZ

DIST 3: COMM. GLASSER DIST 4: COMM. PLACKO

I HEREBY CERTIFY THAT I HAVE APPROVED THIS RESOLUTION

AS TO FORM:

SAMUEL S. GOREN,

**CITY ATTORNEY** 

INSTR # 112470779, OR BK 51017 PG 814, Page 96 of 96

# EXHIBIT "F-1"

CONSOLIDATED, AMENDED AND RESTATED AMENDMENT COVENANT

# EXHIBIT "G"

IMPROVEMENT STANDARDS

# WOODMONT COUNTRY CLUB PINES COURSE RENOVATION PROJECT SCOPE OF SERVICES

#### GENERAL SPECIFICATION OF PROJECT

#### A. Greens - Convert to Champion Bermuda Putting Surfaces

- 1. Strip top 4" of old material / haul / pile or spread (install drainage)
- 2. Install 4" of greens mix 80/20 / haul / spread
- 3. Rototill and blend with existing soil
- 4. Redesign and reshape for proper surface drainage and quality playing surfaces
- 5. Fumigate (10 day period Basimid)
- 6. Finish grade
- 7. Apply pre-plant fertilizer
- 8. Plant Champion Bermuda
- 9. Grow In (Allow 90 Days)

#### B. Tees, Fairways and Rough - Reestablish Bermuda Turf

- 1. Mow to actual height-of-cut for specified surface
- 2. Clean up excess materials from mowing / haul bury
- 3. Spray out existing grasses/weeds
- 4. Fertilize as required
- 5. Prune trees
- 6. Repair lake banks
- 7. Repair cart paths
- 8. Repair drainage, where needed
- 9. Repair Bulkheads, where needed

#### C. Bunkers and New Waste Bunkers

- 1. Spray all with non-selective Herbicide
- 2. Excavate un-useable material / haul / spread
- 3. Edge to final shape and contour
- 4. Repair drainage, where needed
- 5. Construct bunker around #2 green
- 6. Keep vegetation from growing inside of bunker / install new sand

#### D. Irrigation to New 9 Holes - Needed parts as follows:

- 280 Heads (Eagle 950-xx-80 Part Circle)
- 2 Par+ ES 16 Station 2 Wire Controllers
- 3 Par+ ES 32 Station 2 Wire Controllers
- 6 OSM 8 Station Output Card Controllers
- 5 Intermatic Surge Arrestors Controllers
- 280 Swing Joints (280 Rain Bird 12 x 1 1/2")
- 800' 8" PVC Pipe Class 200 O-Ring
- 1,500' 6" PVC Pipe Class 200 O-Ring
- 3,660' 4" PVC Pipe Class 200 O-Ring
- 1,800' 2 1/2" PVC Pipe Class 200 O-Ring
- Ductile Iron Fittings
- 224,000' Signal Wire
- 84,000' Comm Wire

# **Greenway Calculation Specifications for Pines Course Renovation**

These specifications exclude repair of cart paths on the Cypress Course and repair and replacement (of asphalt) of the cart paths on the Pines Course.

Unit	Qty.	Note
		Performed by Greenway Course Architect
LS	1	
LS	1	
QΥ	500	
	-	
SF	37700	Professional redesign/reshaping
SF	37700	
LF	1000	Installation of smiley drains
LF	1000	
LS	1	
LF	12690	Asphalt not in Contract to repair
QΥ	700	1,000 ft @7 feet wide 2" depth
SF	34400	
LF	5000	
QY	540	
SF	37700	
SF	37700	
SF	42200	
AC	16.5	
AC	40	
SF	20000	
SF	37700	@ 750 Bu/ac
SF	42200	
LS	1	
AC	16.5	Incl. machine and sod
LS	1	Heavier rates for fast grow-in
	LS LS QY SF SF LF LF LS LF QY SF SF SF AC AC SF SF LS AC	LS 1 LS 1 QY 500  SF 37700  SF 37700  LF 1000 LF 1000 LS 1 LF 12690 QY 700  SF 34400 LF 5000 QY 540  SF 37700  SF 42200 AC 16.5 AC 40 SF 20000 SF 37700 SF 42200 LS 1 AC 16.5

### **Woodmont Country Club**

Legend measurements as calculated by Greenway course architect

Hole	Existing	Green	4" sand	Bunkers	5" sand	Т	ees	Fairway	Fairway	Cart path
#	#	sf	(cy)	sf	(cy)		sf	sf	ac	lf lf
11_	2	3850	47	3350	52	3	300	61250	1.4	1290
2	3	3100	38	5000	77	4	500	95000	2.2	1650
3	4	3650	45	2800	43	3	100	n/a par 3		710
4	5	3100	38	3400	52	3	700	54000	1.2	1130
5	8	3800	46	4250	66	6	000	62000	1.4	1470
6a	13	4500	55	1550	24	5	100	84000	1.9	1700
6b	12	3500	43	5400	83	4	500	60000	1.4	1470
7	15	4800	59	1600	25	3	200	44000	1.0	1100
8	17	4000	49	3300	51	3	800	n/a par 3		720
9	18	3400	42	3750	58	5	000	55000	1.3	1450
T-4-1		2770	254			-			44.6	10500
Total		37700	461	34400	531	42	200	515250	11.8	12690

# EXHIBIT "H"

MAINTENANCE STANDARDS

#### MAINTENANCE PERFROMANCE STANDARDS

Greenway's accountability comes from being able to deliver the agreed upon standards. To ensure these are being achieved, Greenway is in constant communication with the Club through onsite meetings, reports, email and phone calls. Semi-annual written evaluations are also conducted with Greenway and the Club's appointed representative to review and rate all aspects of the managed areas. Greenway is committed to ensuring your satisfaction in the services provided, as such the Owner/Club is provided an option to opt out of the agreement if Greenway fails to perform any of the terms, conditions or covenants as agreed.

#### **Club Goals**

- To incrementally improve playing surfaces and sustain an excellent standard.
- Promote climatically suitable grasses to produce consistent playing surfaces that are economical to maintain with minimal impact to the environment and resources.
- Renovate and reopen Pines 9-hole golf course and maintain at the desired standards.
- Provide leadership for ownership to make continued improvements to the property.
- Recognize and highlight any infrastructure deficiencies and make recommendations to ownership if capital improvements are warranted.
- Implement Greenway programs and procedures to maintenance department to improve time management, work quality and teamwork.
- Maintain golf course to meet public resort and member expectations.
- Ensure cohesion and unity between ownership needs and our expertise.
- 1.0 GENERAL REQUIREMENTS: These specifications establish the standard for the buildings and grounds maintenance for the Woodmont Country Club ("WCC") Golf Facility ("Facility").

Greenway Golf Associates, Inc., ("GGA") shall furnish all labor, materials, services and special skills required to perform the landscape and other maintenance as set forth in these specifications while observing acceptable standards as established by comparable priced regional public Facilities.

NOTE: Any and all references to the role or duties of the authorized WCC representative do not relieve GGA of any obligation to maintain the golf courses in conformance to the specifications outlined.

1.1 SAFETY: GGA agrees to perform all work outlined in this specification in such a manner as to meet all accepted standards for safe practices during the maintenance and operation and to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A., and Florida Department of Agriculture and Consumer Services Safety Orders at all times so as to protect all persons, including GGA's employees, vendors, members of the public or others from foreseeable injury, or damage to their property.

It shall be GGA's responsibility to inspect, and identify, any condition(s) that render any portion of the area under maintenance unsafe as well as unsafe practices occurring thereon. The WCC shall be notified immediately of any unsafe condition that requires major correction. GGA shall be responsible for making corrections including but not limited to filling holes in turf areas and replacing valve box covers so as to protect members of the public or others from injury. GGA shall cooperate fully with the WCC in the investigation of any accidental injury or death occurring on the WCC's golf property.

- 1.2 PROTECTION OF PROPERTY DURING INCLEMENT WEATHER. All course drainage facilities shall be kept free of debris at all times to ensure proper drainage. During inclement weather, regular inspections shall be performed of all waterways and drainage facilities with reasonable erosion repairs made immediately. All flooded areas of the courses shall be pumped out as needed to ensure that they remain safe and playable.
- 1.3 PESTICIDES: General: All materials used shall be in strict accordance with and applied within the standards set forth in the EPA regulations, Florida Statutes and other applicable laws. Storage of all materials shall be in strict accordance with all applicable WCC, County, State and Federal guidelines with proper and accurate inventories maintained at all times.

Note: GGA is responsible for obtaining all required permits and maintaining the required usage documentation.

#### **Application of Pesticides:**

1.3.1 TIMING: Pesticides shall be applied at times which limit the possibility of contamination from climate and other factors. Early morning application shall be sued when possible to avoid contamination from drift. The applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without excessive runoff.

- 1.3.2 HANDLING OF PESTICIDES: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in Florida Statutes or EPA regulations or applicable law, whichever is more stringent.
- 1.3.3 EQUIPMENT AND METHODS: Spray equipment shall be in good operating condition, quality, and design to efficiently apply material to the target area. Drift will be minimized by avoiding high pressure applications and using water soluble drift agents.
- 1.3.4 SELECTION OF MATERIALS: Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjuvants will be utilized to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control. The definition of an adjuvant in agriculture is any product that will improve the performance of a pesticide or herbicide. This does exclude water according to the Pesticide Safety Directorate.
- 1.4 SOUND CONTROL REQUIREMENTS: GGA shall comply with all local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to the Agreement. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine used shall be operated on the project without said muffler. GGA shall be responsible for compliance to noise level rules by a subcontractor performing work.
- 1.5 CONSTRUCTION EQUIPMENT: GGA shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment. GGA shall be responsible for complying with all WCC, County, State and Federal guidelines concerning any construction related activity through the property covered within this agreement.
- 1.6 INQUIRIES AND COMPLAINTS: GGA shall have designated responsible management personnel, employed by GGA, to take the necessary action regarding all inquiries and complaints that may be received from or through the WCC and/or private citizens during normal work hours.

Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, The WCC may, after a reasonable attempt to notify GGA, cause such action to be taken by the WCC work force and shall charge the full cost thereof to GGA.

All complaints shall be abated to the reasonable satisfaction of the WCC. If any complaint is not

abated within three (3) working days, the WCC shall be notified immediately for the reason for not abating the complaint followed by a written report to the WCC Administrator, or other WCC designee, within five (5) calendar days.

1.7 MAINTENANCE EMPLOYEES: All maintenance employees shall wear uniforms bearing GGA's logo for easy identification while working on the property. In addition to the stated identification requirements, maintenance workers shall be required to wear hard hats, steel toe shoes, face masks and ear protection when appropriate.

#### 2.0 SPECIFIC REQUIREMENTS:

- 2.1 MAINTENANCE RECORDS: GGA shall maintain and keep a report form that records all On-Going, Seasonal, and Additional Work and maintenance functions performed by GGA's personnel. Said report shall be available for review at the request of the Golf Course Operations Manager. The superintendent will provide an annual maintenance schedule (including aerification, seeding, fertilization, top dressing and other project schedules) to the Golf Course Operations Manager and Pro Shop staff. This plan may be used as a communication tool to keep staff and guests informed of the scheduling of various maintenance practices.
- 2.2 TREES: All tree trimming up to 10 feet shall be performed on a schedule reviewed by the Golf Course Operations Manager and in accordance with the pruning specifications.
- 2.2.1 GGA shall develop a pruning program, which will promote proper tree scaffolding, strength, safety and appearance consistent with its intended use. Any tree or group of trees in need of trimming due to safety reasons shall be trimmed in a timely manner at GGA's expense up to 10 feet.
- 2.2.2 Trees located adjacent to vehicular and/or pedestrian traffic ways shall be maintained so as to not obstruct vehicle and/or pedestrian visibility and clearance.
- 2.2.3 Fertilization shall be scheduled as often as required to keep trees in a healthy and desirable condition as outlined in the pruning specifications. Avoid applying fertilizer to root ball or base of a main stem, rather, spread evenly in area of a drip zone. Use a well-balanced commercial fertilizer.
- 2.2.4 Tree stakes, ties, and guys shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys as required. Re-stake trees, as required, using lodge pole stakes.
  - 2.2.5 Prune trees along sidewalks to allow eight (8) foot clearance for pedestrians.

- 2.2.6 Ailing or stunted trees which, fail to meet expected growth will be reviewed with the Golf Course Operation Manager.
- 2.2.7 Surface roots which become maintenance or appearance problems will be removed as determined by GGA to prevent damage to adjacent areas.
- 2.2.8 If a tree is in need of removal to provide air circulation for the turf grass or other valid purpose intended to improve playing conditions, then such removal shall first be subject to review with the Golf Course Operations Manager.
- 2.2.9 All palm trees are to be monitored and recommended to Golf Course Operations Manager for trimming by WCC of dead fronds and/or seed pods with consideration given to certain palm trees throughout the property that are to be maintained with skirts.

#### 2.3 SHRUBS

- 2.3.1 Prune shrubs to retain as much of the natural informal appearance as possible on a timely basis.
- 2.3.2 Shrubs used as formal hedges or screens shall be pruned as required to present a neat, uniform appearance.
- 2.3.3 Remove any spent blossoms or dead flower stocks as required to present a clean, neat appearance.
- 2.3.4 Plants growing over curbing and/or sidewalks shall be trimmed on a natural taper rather than vertical so as not to appear to be hedged.
- 2.3.5 Schedule the application of a commercial fertilizer as often as required to promote optimum growth and healthy appearance to all shrubs.
- 2.3.6 Any plant requiring removal shall be considered for replacement by GGA and the Golf Course Operations Manager and if deemed necessary shall be at WCC expense.

#### 2.4 VINES

- 2.4.1 Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
  - 2.4.2 Do not use nails to secure vines on masonry walls.
- 2.4.3 Schedule fertilization of all vines with a commercial fertilizer as often as required, but no less than twice per year, to promote healthy appearance.
- 2.4.4 Pruning of vines will be in accordance with proper horticultural practices and in keeping with the purpose for which the particular vine was planted.

2.4.5 Any vine requiring removal shall be replaced as approved by WCC at their expense.

#### 2.5 GROUND COVER

- 2.5.1 Apply all chemical control (i.e. pesticides) as required to control or prevent pest infestations to protect ornamental plantings.
- 2.5.2 Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.
- 2.5.3 Cultivate and/or spray herbicide to remove broad-leafed and grass weeds as required. Shrub beds shall be maintained in a weed free condition.
- 2.5.4 Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into shrubs, or on structures or walls. Keep trimmed back approximately four (4) inches from structures or walls.
- 2.5.5 Schedule fertilization of all ground cover areas with a commercial fertilize as often as required, but no less than twice per year, to promote healthy appearance.

#### 2.6 PEST CONTROL ON PLANT MATERIALS

- 2.6.1 GGA shall provide complete and continuous control and/or eradication of all plant pests or disease.
- 2.6.2 GGA shall supply the proper chemical designated for the pest to be controlled and all applications made by licensed applicators.
- 2.6.3 GGA shall obtain all necessary regulatory permits and assume responsibility and liability for use of all chemical controls.

#### 2.7 IRRIGATION SYSTEM

#### 2.7.1 Efficient User of Water

2.7.1.1 The watering schedule will be established and programmed by GGA. Application rates will be based on the amount of water the areas require to properly irrigate any plant material while eliminating excessive runoff.

Outside of ordinary routine repairs, any modifications, system enhancements, maintenance agreements with sub-contractors or other adjustments to the irrigation system, or

any of their respective field components, must be submitted in advance for approval by the Golf Course Operations Manager.

WCC shall pay at its expense for all capital expenditures relating to the irrigation system parts and materials, with GGA being responsible for all normal, routine day-to-day maintenance and repair up the agreed annual repair and maintenance not to exceed caps.

- 2.7.1.2 Considerations must be given to soil texture, structure, porosity, water holding capacity, drainage, compaction, precipitation rate, run off, infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind condition, time of day or night, type of grass plant and root structure. This may include syringing during the day and watering during periods of windy weather.
- 2.7.1.3 In areas where wind creates problems of spraying onto private property on road right of ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night.
- 2.7.1.4 GGA shall be responsible for daily monitoring all systems within premises and correcting for: coverage, adjustment and clogging of lines and sprinkler heads. All sprinkler heads are to be monitored for proper rotation speed, leakage, excessive nozzle wear, proper spray pattern, and are adjustment and all other operational functions. If defects are found, they are to be corrected immediately utilizing manufacturer's or other acceptable industry comparable approved repair parts.
- 2.7.1.5 All controllers shall be inspected on a daily basis for proper operation and function. If operational defects are found with the controller, repairs are to be made immediately utilizing manufacturer or other acceptable industry comparable approved repair parts.
- 2.7.1.6 A soil probe or tensiometer shall be sued to determine the soil moisture content on greens, tees and fairways.
- 2.7.1.7 GGA shall observe and note deficiencies occurring from the original design of facilities and review these findings with the Golf Course Operations Manager so necessary improvements can be considered.
- 2.7.1.8 All leaking or defective valves and sprinkler heads shall be repaired immediately.
- 2.7.1.9 If, due to elements beyond the control of GGA, conditions dictate priority uses of water, the following priorities are to be used: 1. Greens; 2. Tees; 3. Fairways; 4. Other Turf and Landscape areas.

- 2.7.1.10 Particular attention shall be paid to all slope areas which will, by physical nature, provide for greatest potential runoff which can contribute to erosion and affect play.
- 2.7.1.11 GGA shall turn off all controllers when it is not necessary to irrigate due to adequate rainfall.

NOTE: At no time shall GGA utilize a fire hydrant for irrigation purposes without written permission from the Golf Course Operations Manager.

#### 2.7.2 SYSTEM MAINTENANCE

- 2.7.2.1 Any repairs made by GGA shall be made in accordance with manufacturers suggested repair procedures with acceptable industry comparable parts under normal industry standards.
- 2.7.2.2 Operator shall be responsible for adjusting the height of sprinkler risers necessary to compensate for growth of plant material.
  - 2.7.2.3 Automatic controllers and/or enclosures shall be locked while unattended.
- 2.7.2.4 All controller enclosures must be painted, as needed, to prevent rusting and maintain good appearance.
- 2.7.2.5 Sprinkler heads shall be kept clear of overgrowth, which may obstruct maximum operation. Chemical edging around sprinkler heads will not be permitted unless approved by the Golf Course Operations Manager.
- 2.7.2.6 Repairs made to the irrigation system must be made in accordance with the system's original design with products equal to or higher quality than currently furnished.
- 2.7.2.7 All drip irrigation systems are to be inspected ongoing and repairs made timely with equal or higher grade repair products as needed. Drip system flush valves, where provided, are to be inspected and flushed on a regular basis with a similar repair requirement.
- 2.8 RODENT CONTROL: GGA shall continuously engage in rodent control, to the best of its ability, for all rodents found within the boundaries of the Facility.
- 2.9 WEED CONTROL OF PAVED SURFACES: GGA shall manage all weeds growing in cracks, expansion joints and other hard surfaces to best of its abaility.
- 2.10 WEED CONTROL IN LANDSCAPE AREAS: Weed control in landscape areas shall be accomplished by use of both pre-emergent and post-emergent herbicides, with due regard to the protection of all wetlands, using best management practices.

- 2.11 STRING TRIMMERS: Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. No string trimmers shall be used around trees. A minimum of twelve (12) inch bare soil or mulched buffer zone shall be maintained around the circumference at the base of all trees.
- 2.12 TURF MAINTENANCE: Turf maintenance in all areas is to be performed on a timely professional basis and in a manner to insure green and healthy turf that is free from weeds, disease and other pests and promotes optimum growth at all times throughout the year. Acceptable standards are to be established for each area of play under the review of the Golf Course Operations Manager and as being reasonable and appropriate for the local environment.

Turf is to be maintained utilizing sound agronomic and turf management standards such as fertilizing, irrigation, aerifying, topdressing, pest control, de-thatching, mowing, soil amending, shoot and root rejuvenation, and drainage control, in an effort to maintain the highest quality turf possible within reasonable limits, and not impact undue stress upon the plant materials.

Care must be exercised during all maintenance and mowing operations to prevent damage to all areas both within and adjacent to the property. This is to include, but not be limited to, sprinkler heads, controllers, electrical boxes, lighting fixtures, plant materials, buildings and structures, passing vehicles, and all private property. Alternate mowing patterns are to be established to insure the elimination or potential of wheel ruts by maintenance vehicles. All trash, litter and any debris must be removed and disposed of prior to mowing in any given area.

- 2.12.1 GREENS, NURSERY & ALL PUTTING SURFACE MAINTENANCE: Maintain all putting surfaces within locally acceptable industry standards at all times.
- 2.12.1.1 Putting surfaces to be maintained at a standard to create a smooth, firm fast texture. The task will be completed as early as possible (within reason, considering worker and product safety), and will typically be completed no later than four hours after start of play. Typical cutting height on Bermuda greens should be between 0.090"- 0.140" range necessary without injuring turf plant health.
- 2.12.1.2 Ball cups or pin locations are to be relocated daily or as warranted under USGA standards to insure proper turf recovery and enable worn turf areas to rejuvenate. Ball marks and/or divots are to be repaired daily. Both above operations are to be performed utilizing industry standards, devices and methods.
- 2.12.1.3 Removal of sod from any nursery area should be immediately accompanied by reseeding and/or topdressing to facilitate the rapid recovery of nursery areas.
- 2.12.14 Verticutting of all putting surfaces throughout the growing season is to be done on an as needed basis.

- 2.12.1.5 Topdressing is to be done on all putting surfaces. Material to be used shall be the comparable as the original material used in the construction of the putting surfaces. A soil analysis may be needed, at GGA's expense, to determine comparable soil amendment prior to application.
- 2.12.1.6 Aerification will be performed at a frequency which reflects warranted conditions. It could be done twice per year. Newly constructed greens may not be aerified as frequently during the first year. Occasional "quarter thining" and/or slicing with no top dressing may be performed to relieve compaction, allow air and water movement and facilitate flushing of salts.
- 2.12.1.7 GGA shall have the soil analyzed to determine all properties inclusive of physical characteristics and recommended nutrient requirements. Nutrient requirements are to be established, through assay and/or periodic tissue analysis, to insure uniform growth of high quality intensely maintained turf typical of high quality local area putting greens. A proper fertilization program is to be established and maintained by GGA throughout the term of the contract.
- 2.12.1.8 Putting surfaces are to be treated with chemicals only on an as needed basis to insure them to be free of damaging insects, noxious weeds, pathogens, and other pests typically associated with such intensely maintained turf grass. A proper preventative and/or preemergent chemical management program will be instituted by GGA. Any damage to such turf areas as a result of any chemical applications will be at the expense of GGA to correct and repair immediately.
- 2.12.1.9 Greens, inclusive of the collar, are to be periodically edged and kept free of foreign grasses and/or weeds to insure a healthy monostand of turf on the putting surface. This process must be done throughout the growing season and intensified in the warmer summer months as needed.
- 2.12.1.10 In the event over seeding is required, seeding rates are to be adjusted to insure rapid establishment yet mitigate potential transitional difficulties in the warmer spring months. "Blue Tag Certified" seed may be used on putting surfaces. Seed must be free of all noxious weeds. All seed submitted for approval, shall be epaid by WCC, and must be accompanied by the appropriate test data indicating compliance with the aforementioned requirements.
- 2.12.1.11 Ropes, signage, and traffic control devices will be moved at a frequency which avoids excessive wear and promotes turf cover in irrigated areas.
- 2.12.2 Care and maintenance of all aprons, collars and greens approaches must be identical to the specifications as set forth in Section 2.12.1 for putting greens. These areas of the course will be addressed as early as possible during the business day (within reason, considering

worker and product safety). Collars and greens approaches will be cut to a height between 0.200"-0.400".

- 2.12.2.1 Care and maintenance of all aprons, collars and greens approaches must be identical to all of the standards and specifications as set forth in Section 2.12.1 for Putting Greens with the following exceptions:
- 2.12.2.2 Greens approaches are to be maintained utilizing all standards of maintenance as outlined in Section 2.12.3 for Tees with the following exceptions: Greens approaches are to be maintained at all times at the same cutting height and under the same mowing frequency as outlined for Aprons and Collars in Section 2.12.2.1. Greens approaches are to be mowed during the same operation as that of Aprons and Collars with clippings removed in a similar manner as that outlined for Aprons and Collars in Section 2.12.2.1.
- 2.12.3 TEE MAINTENANCE: Maintain all tees in accordance with accepted playability and industry standards at all times, observe the following minimum requirements:
- 2.12.3.1 Tees must be serviced daily and done as early as possible during the business day by the moving and placement of tee markers, benches, ball washers and filling of divots with sand and seed. Tee towels are to be changed at least twice a week. Ball washers are to be kept filled daily to the proper fill level with an appropriate and pleasant smelling agent.
- 2.12.3.2 Mow tees with a properly adjusted reel type mower 2 to 5 times per week at a cutting height of 0.250"-0.450 inches. Clippings are to be removed and disposed of properly immediately following mowing.
- 2.12.3.3 Verticut tees shall be done at a frequency when warranted to manage excessive tissue production.
- 2.12.3.4 Aerify tees shall be done at a frequency when warranted to manage excessive tissue production.
- 2.12.3.5 Repair worn and damaged turf areas as they occur by overseeding or re-sodding to insure playability at all times. GGA shall repair tee divots in the appropriate time so long as it does not impact players' enjoyment. Tees are to be maintained in a smooth and playable condition at all times.
- 2.12.3.6 Treat tees for control of insects, disease, weeds and other pests as needed, in a timely manner, to maintain a consistent and healthy playing surface at all times.
- 2.12.3.7 Trash receptacles are to be kept clean and emptied a minimum of once daily.

- 2.12.3.8 A sand container with appropriate dispensing device must be available and filled for use as needed on all 3 par tees for the repair of divots by golfers. Maintenance to resand as required.
- 2.12.3.9 Traffic control devices within 100 feet of teeing surfaces will be moved at a frequency which avoids excessive wear and promotes turf cover in irrigated areas.
- 2.12.3.10 Tees are to be overseeded annually utilizing GGAs' recommended range of over seeding at 5-12 lbs/M depending on the surface demands of the specific sports turf. This is to include the Driving Range tees.
- 2.12.4 FAIRWAY MAINTENANCE: Maintain all fairways in accordance with accepted playability and industry standards at all times, observing the following minimum requirements:
- 2.12.4.1 Mow fairways weekly at 0.325"-0.550" height depending on the time of year and surface demands of the golfer.
- 2.12.4.2 Verticut fairways as necessary for turf health and good playing condition.
- 2.12.4.3 Aerify all fairway shall be done at a frequency when warranted to manage excessive tissue production. Plugs will be removed or pulverized.
- 2.12.4.4 Treat turf to control weeds, diseases, insects, and other pests as necessary to maintain a weed free and healthy turn.
- 2.12.5 ROUGH MAINTENANCE: Maintain turf areas in accordance with applicable industry standards at all times, observing the following minimum requirements:
- 2.12.5.1 Mow as warranted to maintain consistency at 1  $\frac{1}{4}$ " to 1  $\frac{1}{2}$  "in height throughout the growing season.
  - 2.12.5.2 Verticut as necessary to promote healthy growth.
- 2.12.5.3 Aerify rough shall be done at a frequency when warranted to manage excessive tissue production. Plugs will be removed or pulverized.
- 2.12.5.4 Overseed and top dress (or re-sod) worn or bare turf areas as necessary.
- 2.12.5.5 Treat turf to control weeds, diseases, insects and other pests, as necessary, to maintain a weed free and healthy turf.

#### 2.13 SAND TRAPS

- 2.13.1 Sand traps shall be cleaned and raked as needed with sand added as required to a uniform minimum sand depth of 2-3 inches on slopes and 5-6 inches at base. Added sand must be consistent to insure compatibility and consistency with existing material. Exception to this standard would be if the bunkers are contaminated with rock and/or dirt and not able to maintain a clean layer of sand as a result. GGA shall then do its best to minimize exposure of the rosk/dirt and will present an improvement capital plan to WCC for consideration.
- 2.13.2 Turf shall be mechanically edged around sand traps at regular intervals to ensure a neat appearance and eliminate turf grass encroachment.
- 2.13.3 Excess sand in the turf surrounding the trap shall be removed on a regular basis.
- 2.13.4 A minimum of one (1) freshly painted rake is to be available at all sand traps at all times. (Color to be reviewed with the Golf Course Operations Manager.)

#### 2.14 SHURB BEDS/SEASONAL COLOR BEDS/PERIPHERY AREAS

#### 2.14.1 Shrub Beds

- 2.14.1.1 Clean up shall occur on a regular basis, minimum monthly, to ensure that beds are kept free of fallen branches, excessive leaves and weeds. Trash such as papers, cans, bottles and other debris will be removed daily.
- 2.14.1.2 Weed control shall be accomplished through both chemical and mechanical means. It is the intent of the WCC to avoid the use of chemicals whenever practical. When chemicals are used in planting beds for weed control, care must be exercised to not damage desirable plant materials. If chemical drift occurs, GGA must immediately replace the damaged plant material with an appropriately sized substitute of the same genus and species of plant.

### 2.13.1.3 Trimming – Refer to Section 2.03

#### 2.14.2 Seasonal Color Beds

- 2.14.2.1 All color beds shall be regularly cleaned of paper, cans, bottles, fallen branches, excessive leaves and weeds.
- 2.14.2.2 Weed control shall be accomplished through both chemical and mechanical means. It is the intent of the WCC to avoid the use of chemicals whenever practical.
  - 2.14.2.3 Beds shall be cultivated on a regular basis.
  - 2.14.2.4 Color plants shall be replaced as warranted.

- 2.14.3 Periphery Areas: These areas consist of all turf areas not previously mentioned. These areas are normally non-playable areas including, but not limited to, slopes, natural ditches, drainage channels, creek beds and lakes.
- 2.14.3.1 All periphery areas shall be maintained in a manner consistent with industry standards.
- 2.14.3.2 Areas shall be watered, mowed, weeded, cleaned of litter and other debris as needed.
- 2.14.3.3 Special attention shall be given to periphery areas adjacent to public roadways since these areas are highly visible to the general public and constitute a first impression of the overall quality and service level of the courses.
- 2.14.3.4 All areas are to be inspected for and repaired of any erosion problems on a regular basis and immediately corrected if needed.
  - 2.15 left blank intentionally

#### 2.16 GRAFFITI

- 2.16.1 The Facility shall be inspected daily for evidence of graffiti. Special attention shall be given to restrooms, signs, markers, block walls, curbing, paving trees, utility poles/boxes and/or any other structures or fixtures.
- 2.16.2 Upon notifying WCC, all graffiti shall be eradicated in a timely manner of detection if cost effective, if greater expense is required then WCC and GGA shall determine best course of action.
- 2.16.3 Graffiti requiring paint-over shall be painted over with a color consistent with that of the original surface and as approved by the Golf Course Operations Manager.
- 2.16.4 Graffiti on non-painted surfaces shall be removed by sand or water blasting.
- 2.17 COURSE ACCESSORY EQUIPMENT: All accessory equipment to be provided by GGA must be maintained in a clean, safe, functioning condition at all times and repainted as required to present an aesthetically pleasing appearance. Accessory equipment for each hole shall consist of the following:

NOTE: Colors to be approved by the Golf Course Operations Manager.

Yardage Marker Ball Washers Flags and Poles Cups Trash Receptacles Clean Brushes Sand Buckets Ropes and Stakes Rakes

#### 2.18 CART PATH/STEPS AND STAIRS/RAMPS/WALKWAYS/BRIDGES

- 2.18.1 All shall be kept presentable and swept or blown clean as needed.
- 2.18.2 To be edged and scraped clean as warranted.
- 2.18.3 All potholes, cracks and/or other surface damage shall be noted to WCC upon detection. Any damage cart paths requiring repair shall be approved and funded by WCC.

### 2.19 RESTROOMS & ONCOURSE WATER COOLERS

- 2.19.1 Restrooms shall be cleaned and sanitized daily using cleaning and sanitizing agents recognized for use in public restrooms. Maintenance shall include, but not be limited to:
  - Sweeping and mopping floor
  - Cleaning and sanitizing basis, metal fixtures, urinals, toilets and trash receptacles
- 2.19.2 Paper supplies shall be furnished by WCC and checked and restocked daily as needed by GGA.
  - 2.19.3 Walls, ceilings, screens and windows shall be cleaned at least monthly.
- 2.19.4 Any restroom renovations, damages, lighting or any leaks are to be the responsibility of WCC.
- 2.19.5 Any on course water coolers for public consumption shall be the responsibility of WCC to maintain and service as necessary.

#### 2.20 MAINTENANCE HEADQUARTERS

- 2.20.1 Upon the WCC delivering the maintenance headquarters to GGA meeting code requirements, the maintenance headquarters shall be kept clean and neat at all times with all material inventories and supplies stored in a manner in keeping with OSHA, Fire Department, and all WCC, County, State and Federal regulations.
- 2.20.2 The area shall be locked or otherwise secured when unattended to discourage unauthorized entry.

2.20.3 Office, lunchroom, and all maintenance areas to be cleaned in the same manner as the restrooms on the course.

2.21 and 2.22 left blank intentionally

#### 2.23 WATER COURSE MAINTENANCE

- 2.23.1 GGA is responsible for keeping trash and debris clear around the water edges. All other aquatic maintenance is to be the responsibility of an outside contractor, which shall be contracted and paid by GGA.
- 2.24 CONSTRUCTION AND/OR REMODELING: Any and all changes in the physical characteristics of any portion of the courses such as addition or removal of sand traps, trees, water hazards, native vegetation or other features shall require prior approval of the Golf Course Operations Manager and be funded by WCC.

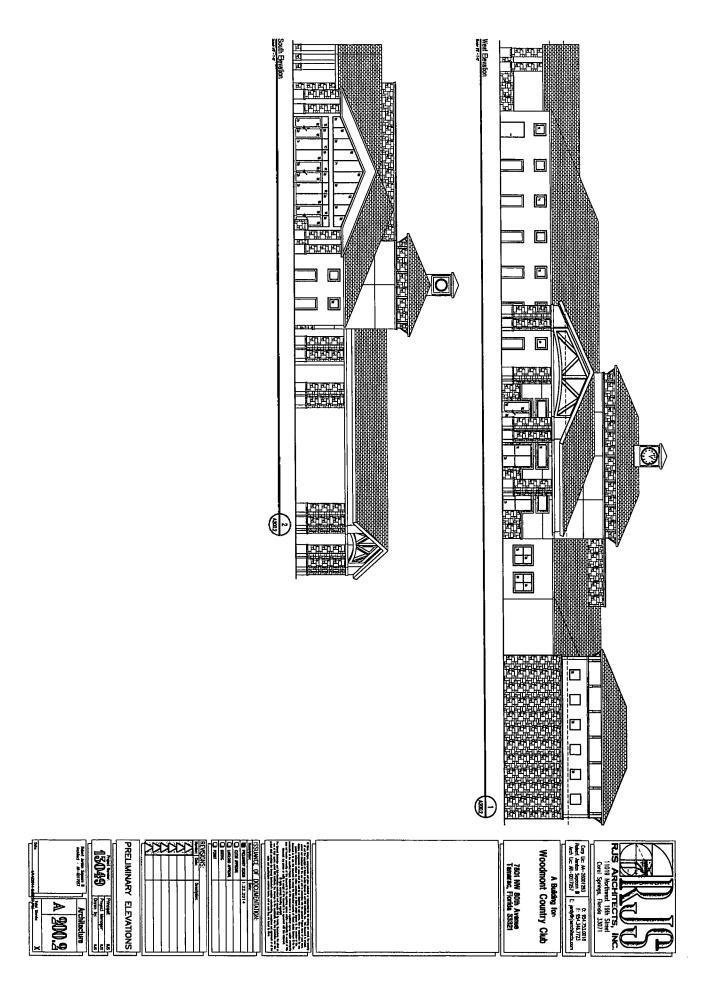
#### 2.25 DRIVING RANGE MAINTENANCE

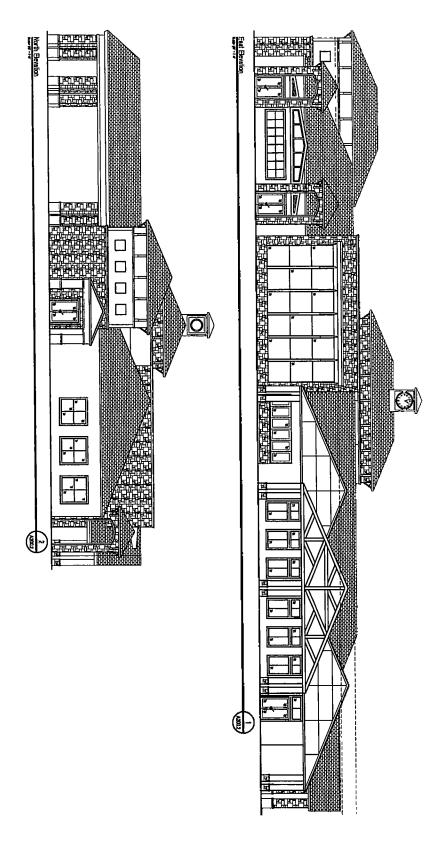
#### 2.25.1 Driving range tees

- 2.25.1.1 Grass Tees shall be mowed with a reel type mower as warranted to maintain a maximum height of of 0.325"-0.450"
- 2.25.1.2 General turf maintenance shall conform to procedures in Section 2.12.

# EXHIBIT "I"

CONCEPTUAL ELEVATIONS OF NEW CLUBHOUSE

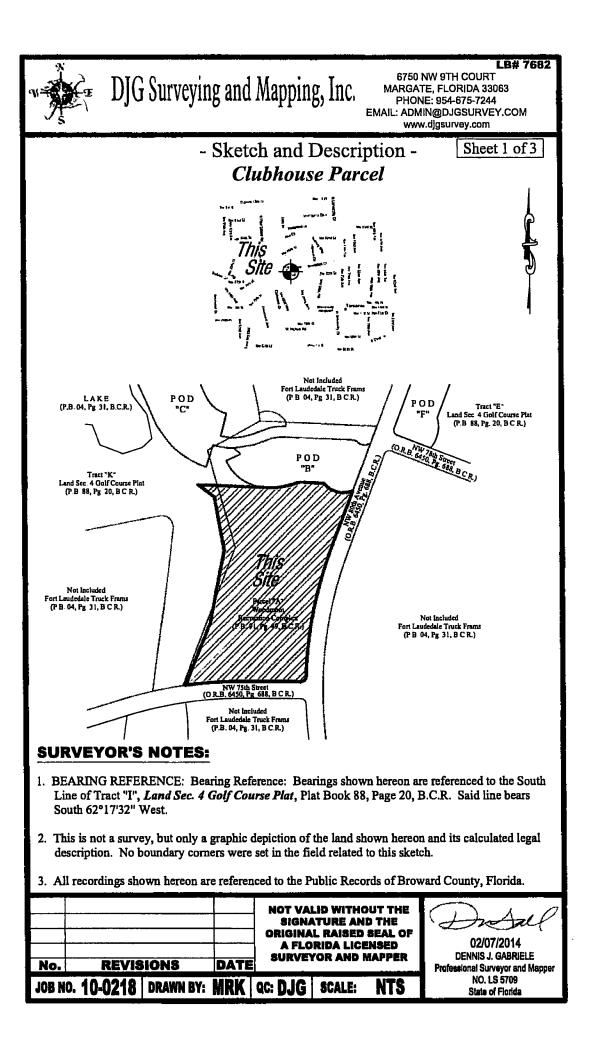


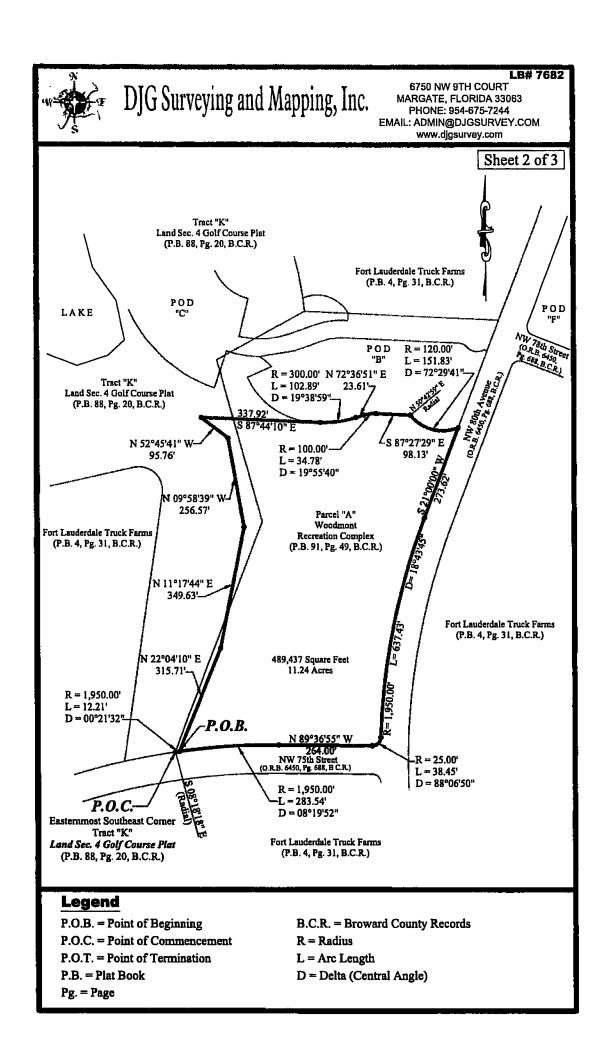




# EXHIBIT "J"

LEGAL DESCRIPTION OF THE CLUBHOUSE PARCEL





# DJG Surveying and Mapping, Inc.

LB# 7682

6750 NW 9TH COURT MARGATE, FLORIDA 33063 PHONE: 954-675-7244 EMAIL: ADMIN@DJGSURVEY.COM www.djgsurvey.com

Sheet 3 of 3

### **LEGAL DESCRIPTION**

A portion of Tract "K", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of Parcel "A", Woodmont Recreation Complex, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Commencing at the Easternmost Southeast corner of said Tract "K", said point being a point on the North line of NW 75th Street as described in Official Records Book 6450, Page 688, and a point on the arc of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 00°21'32", a radial line bears from said point South 08°18'18" East; Thence, Easterly along the arc of said curve, an arc distance of 12.21 feet to the **Point of Beginning**;

Thence, North 22°04'10" East, a distance of 315.71 feet;

Thence, North 11°17'44" East, a distance of 349.63 feet;

Thence, North 09°58'39" West, a distance of 256.57 feet;

Thence, North 52°45'41" West, a distance of 95.76 feet;

Thence, South 87°44'10" East, a distance of 337.92 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59"; Thence, Northeasterly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;

Thence, North 72°36'51" East, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40"; Thence, Northeasterly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;

Thence, South 87°27'29" East, a distance of 98.13 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'41"; a radial line bears from said point North 50°42'59" East;

Thence, Southeasterly along the arc of said curve, an arc distance of 151.83 feet to a point on the West line of NW 80th Avenue;

Thence, South 21°00'00" West, along said West line, a distance of 273.62 feet to the point of curvature of a circular curve, concave to the East, having a radius of 1,950.00 feet and a central angle of 18°43'45":

Thence, Southerly along the arc of said curve, and the West line of NW 80th Avenue, an arc distance of 637.43 feet to the point of reverse curvature of a circular curve concave Northwesterly having a radius of 25.00 feet and a central angle of 88°06'50";

Thence, Southwesterly along the arc of said curve, and the North line of 75th Street, an arc distance of 38.45 feet to the point of tangency;

Thence, North 89°36'55" West, along the North line of 75th Street, a distance of 264.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 08°19'52";

Thence, Southwesterly along the arc of said curve, and the North line of NW 75th Street, an arc distance of 283.54 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 489,437 square feet (11.24 acres) more or less.

INSTR # 114251313 Page 244 of 253

# EXHIBIT "K"

FORM COMPLETION BOND

# AIA Document A312 - 2010

## Performance Bond

	SURETY:	
(Name, legal status and address)	(Name, legal status and principal	
·	place of business)	
« »« »	« »« »	
« »	<b>« »</b>	
OWNER: (Name, legal status and address) « »« » « »		
CONSTRUCTION CONTRACT Date: « » Amount: \$ « » Description: (Name and location) «test» « »		
BOND Date: (Not earlier than Construction Contract « » Amount: \$ « » Modifications to this Bond:	None See Section 16	
CONTRACTOR AS PRINCIPAL		
SOUTH OF THE PARTY	SURETY	
Company: (Corporate Seal)	SURETY Company: (Corporate Seal)	
	Company: (Corporate Seal)  Signature: Name and « »« »  Title: ne last page of this Performance Bond.)	-
Company: (Corporate Seal)  Signature: Name and	Company: (Corporate Seal)  Signature: Name and « »« » Title: ne last page of this Performance Bond.)  address and telephone)  OWNER'S REPRESENTATIVE: (Architect, Engineer or other party:) « » « »	_
Company: (Corporate Seal)  Signature: Name and	Company: (Corporate Seal)  Signature: Name and « »« » Title: ne last page of this Performance Bond.)  address and telephone)  OWNER'S REPRESENTATIVE: (Architect, Engineer or other party:) « » « » « »	
Company: (Corporate Seal)  Signature: Name and	Company: (Corporate Seal)  Signature: Name and « »« » Title: ne last page of this Performance Bond.)  address and telephone)  OWNER'S REPRESENTATIVE: (Architect, Engineer or other party:) « » « » « » « »	

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
  - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies th Surety; and
  - the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Con ac.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the O er as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to

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the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set offion account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

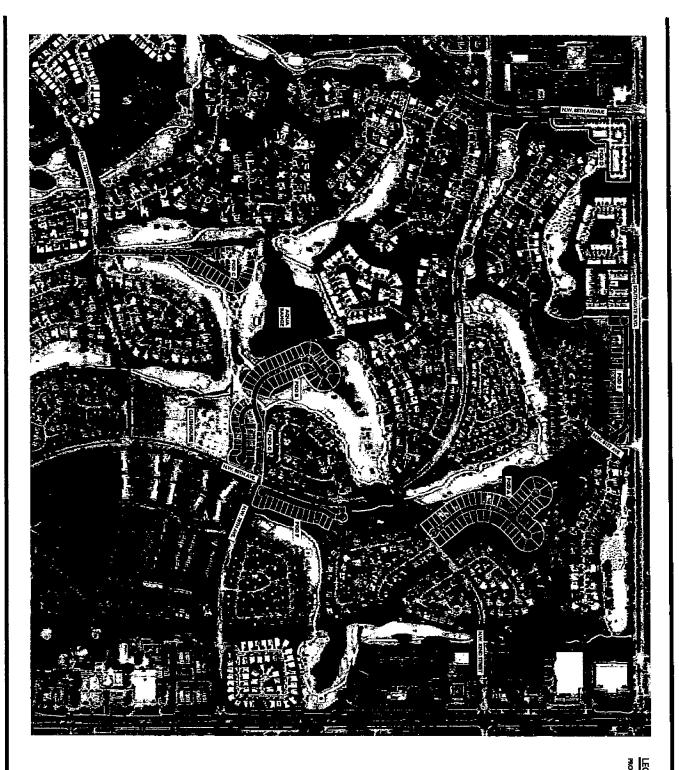
#### § 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

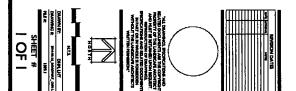
§ 16 Modification	s to this bond as	re as follows:				
« »			* *			
(Space is provide	d below for add	itional signatures of add	ded parties, other tha SURETY	ın those apj	pearing on the cover page	.)
Company:	THE TAXABLE	(Corporate Seal)	Company:		(Corporate Seal)	
Signature:			Signature:			
Name and Title: Address:	i« »« »		Name and Title: Address:	« »« » « »	M. 18	-
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# EXHIBIT "L"

CONCEPTUAL LOCATION OF INTERIOR ROADWAYS



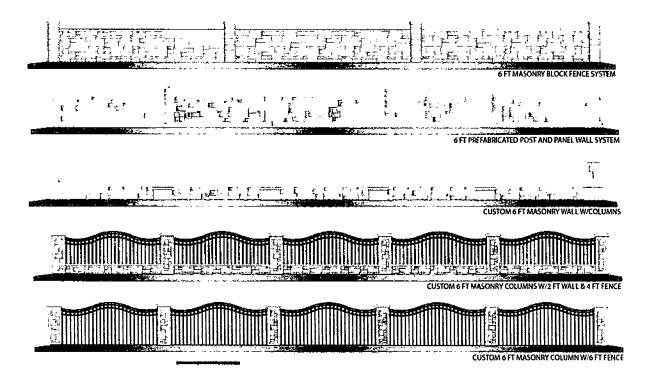




WOODMONT COUNTRY CLUB PROPOSED ROADS



# EXHIBIT "M"



## EXHIBIT "N"

# LIST OF SPECIFIC LOCAL DEVELOPMENT APPROVALS REQUIRED

Land Use Plan Amendment	City of Tamarac & Broward County
Rezoning for Residential and Commercial Parcels	City of Tamarac
Site Plan Approval for Residential and Commercial Parcels	.City of Tamarac
Plat ApprovalCi	ity of Tamarac & Broward County
Building Permits	City of Tamarac
Engineering Permits	City of Tamarac
Surface Water Management License Application & Joint Application for Environmental Resource Permit (if required)	Broward County Environmental Planning Department (BCEPD)
Construction Permit Application for Community Water System Extension	Broward County Health Department
Application to Construct a Wastewater Collection/ Transmission System & Notification/Application for Constructing a Domestic	D 0775
Wastewater Collection/Transmission System	BCEPD
Notice of Intent to Use Generic Permit for Stormwater Discharge For Large and Small Construction Activities	FL Department of Environmental Protection (FDEP)
Water Use Permit Application Form	South FL Water Management District
Tree Removal Permit (if required)	City of Tamarac