## FOURTH AMENDMENT TO THE AGREEMENT OF LEASE BETWEEN BROWARD COUNTY AND DIVERSIFIED AVIATION NP. LLC

This Fourth Amendment ("Fourth Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Diversified Aviation NP, LLC, a Florida limited liability company ("Lessee") (collectively, the "Parties"), is effective on the date this Fourth Amendment is fully executed by the Parties ("Effective Date").

#### **RECITALS**

- A. County and Lessee, entered into an Agreement of Lease Between Broward County and Diversified Aviation NP, LLC, dated May 24, 2011, with respect to certain Premises at North Perry Airport, which was amended by a First Amendment, dated May 17, 2012; a Second Amendment, dated December 18, 2015; and a Third Amendment, dated June 13, 2017 (collectively, as amended, the "Agreement").
- B. Lessee has completed all required Improvements and met the minimum Capital Expenditure requirement established within the Agreement for time periods prior to the Effective Date of this Fourth Amendment.
- C. The Parties desire to further amend the Agreement to revise the area of the leased Premises, add an additional minimum Capital Expenditure requirement, add five (5) years to the term, and make other modifications, as provided herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. The foregoing Recitals are true and correct and incorporated herein.
- 2. Amendments made to the Agreement by this Fourth Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions. Capitalized terms used in this Fourth Amendment and not otherwise defined in this Fourth Amendment shall have the meaning given to such terms in the Agreement.
- 3. The square footage of the Premises is being enlarged by increasing the New Phase 2A Parcel by approximately Thirty-Eight Thousand Three Hundred Seventy-one (± 38,371) square feet of land ("New Phase 2A Addition").
- 4. **Exhibit A-3** "Survey and Legal Description" of the Agreement is deleted and replaced in its entirety by **Exhibit A-4** "Survey and Legal Description," a copy of which is attached hereto and incorporated herein. In each instance in which **Exhibit A, Exhibit A-1**, **Exhibit A-2**, or **Exhibit A-3** is referred to in the Agreement, such reference shall refer to **Exhibit A-4**.

5. Section 3 of the Agreement is amended to read as follows:

#### Section 3. TERM

- (a) The Term of this Agreement for Phase 1 ("Phase 1 Term") commenced on November 20, 2011 ("Phase 1 Commencement Date"), and the Term of this Agreement for New Phase 2 and New Phase 2A ("New Phase 2/New Phase 2A Term") commenced on November 1, 2016 ("New Phase 2/New Phase 2A Commencement Date"); and both the Phase 1 Term and the New Phase 2/New Phase 2A Term shall terminate on October 31, 2051, which is the last day of the thirtieth (30th) thirty-fifth (35th) Lease Year after the "New Phase 2/New Phase 2A Commencement Date" (as defined below), unless reduced in term length or sooner terminated as provided in this Agreement. The date this Agreement terminates or expires as to Phase 1 and New Phase 2/New Phase 2A Term is hereinafter referred to as, the "Phase 1 Agreement Termination Date," Upon the Phase 1 Agreement Termination Date, all provisions of this Agreement relating to the surrender of the Premises shall apply to Phase 1, including but not limited to, Sections 21, 22, and 23, and same shall be completed and performed by Lessee.
- (b) The Term of this Agreement for New Phase 2 and New Phase 2A ("New Phase 2/New Phase 2A Term") shall commence on the earlier of the date on which the controlling governmental authority issues a Certificate of Occupancy for the Broward College building ("Broward College Building") to be built on New Phase 2 ("Broward College CO Date"), or November 1, 2016 ("New Phase 2 Commencement Date"), and shall terminate on the last day of the thirty fifth thirtieth (35th 30th) Lease Year following the New Phase 2 Commencement Date, unless reduced in term length or sooner terminated as provided in this Agreement. The date this Agreement terminates or expires as to New Phase 2 and New Phase 2A is hereinafter referred to as the "New Phase 2/New Phase 2A Termination Date." Upon the New Phase 2/New Phase 2A Termination Date, all provisions of this Agreement relating to the surrender of the Premises shall apply to New Phase 2 and New Phase 2A, including but not limited to, Sections 21, 22, and 23 and same shall be completed and performed by Lessee.

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(g) Survey, Legal Description, Phasing. The parties acknowledge that a survey and legal description of Phase 1, New Phase 2 and New Phase 2A (including the New Phase 2A Addition) has been completed as of the prior to the Fourth Amendment No. 2 Effective Date and same is attached hereto as Exhibit A-2 Exhibit A-4. Following the Fourth Amendment No. 2 Effective Date, the term "Phase" as used in the Agreement shall refer to Phase 1, New Phase 2 and New Phase 2A (including the New Phase 2A Addition) as applicable and as shown on Exhibit A-2 Exhibit A-4.

6. Section 4 of the Agreement is amended to read as follows:

#### SECTION 4. RENTALS, FEES, AND CHARGES

- (a) Annual Rental. The annual rental ("Rent"), subject to adjustment as hereinafter provided, shall be paid by the Lessee in twelve (12) equal monthly installments, together with all applicable sales taxes thereon, in advance and without demand, set off, or deduction. The first monthly installment of Rent shall be paid on that date ("First Payment Date") described in subparagraph (2)(i) below. Thereafter monthly installments of Rent shall be payable in advance on the first (1st) day of each and every month. If the First Payment Date does not occur on the first (1st) day of a month, then a partial payment of Rent shall be due, which shall be an amount equal to the first monthly rental payment, prorated based on the number of calendar days occurring between the First Payment Date and first day of the following month, together with all applicable taxes thereon.
  - (1) County and Lessee agree that Lessee shall pay annual land rent during the Term of Phase 1, New Phase 2, and New Phase 2A of this Agreement commencing on the date(s) as described in subparagraph (2) below, which Rent shall be subject to adjustments pursuant to the provisions of this Section 4. Rent commencing on the Twenty-sixth Lease Year following the First Payment Date for Phase 1, the First Payment Date for New Phase 2, and the First Payment Date for New Phase 2A shall be based on the re-appraised value of the applicable Phase and adjusted to Full Market Rent as described in the provisions of this Section 4, which adjusted Rent shall be subject to the adjustments pursuant to the Section 4.
  - (2) During the Term of Phase 1, New Phase 2, and New Phase 2A, Rent, plus applicable sales taxes, shall commence as follows:

(iii) Rent shall commence for New Phase 2A on the first day of the twenty fifth (25<sup>th</sup>) month after the Amendment No. 2 Effective Date (excluding the Rent for the New Phase 2A Addition which is addressed below) on January 18, 2018 (the "New Phase 2A Rent Commencement Date"), which date shall be the "First Payment Date for the New Phase 2A." The initial annual Rent for New Phase 2A shall be determined by multiplying the same annual land rental rate per square foot that is then being charged by County for New Phase 2 by the total square footage of land contained in New Phase 2A. Thereafter, the Rent for New Phase 2A will be adjusted on each Adjustment Date, as provided in the provision of this Section 4.

Rent for the New Phase 2A Addition shall commence and become due on

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the earlier of the New Phase 2A Completion Date (as defined below) or the date that the Certificate of Occupancy ("CO") is issued for the Improvements ("Fourth Amendment Rent Effective Date"). The Rent for the New Phase 2A Addition shall be determined by multiplying the annual land rental per square foot rate that is being charged by County for the New Phase 2A Parcel (the annual land rental per square foot rate shall be the rate in effect on the day prior to the Fourth Amendment Rent Effective Date) by the total square footage of land contained in the New Phase 2A Addition ("New Phase 2A Addition Rent"). In the event that the Fourth Amendment Rent Effective Date is other than the first day of the month, rent shall be payable on the first day of the following month and shall include a prorated amount for the number of calendar days from the Fourth Amendment Effective Date to the end of that month. Thereafter, the Rent for New Phase 2A Addition will be adjusted on each Adjustment Date, as provided in this Section 4. Notwithstanding the foregoing or anything else contained in the Agreement to the contrary, if by the New Phase 2A Rent Commencement Date the Lessee has not commenced construction of the improvements upon New Phase 2A, then: (A) the New Phase 2A property will be removed from this Agreement; (B) no Rent shall be due in connection with New Phase 2A; (C) the foregoing shall not be deemed to be a default by Lessee under the Agreement, and the Agreement shall continue in full force and effect as to Phase 1 and New Phase 2; and (D) if New Phase 2A is then encumbered by any leasehold mortgage, Lessee shall cause the holder of the leasehold mortgage to execute and record a Partial Release of Mortgage which releases New Phase 2A from the encumbrance of the mortgage. The Director of Aviation shall have the authority on behalf of the County to enter into any amendment of the Agreement that is made to remove New Phase 2A from the Agreement pursuant to this paragraph.

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7. Section 5(b) of the Agreement is hereby amended to read as follows:

#### **SECTION 5. USES OF THE PREMISES**

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- (b) Lessee, may, at its option and with prior written consent from the Aviation Department, provide the following services in addition to the required services listed in subsection (a), above:
  - (1) Rental of offices for aviation purposes and non-aviation purposes, provided that the non-aviation subtenant, approved by the Aviation

Department, must also lease hangar storage or tie-down space from Lessee for an aircraft registered with the FAA in his, her or the active corporation's name during the term of the occupancy.

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8. Section 6(a)(5)(iii) of the Agreement is hereby amended to read as follows:

#### Section 6. CONSTRUCTION BY LESSEE

(a) Lessee agrees to construct on the Parcel the following facilities:

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(5) The County and Lessee acknowledge and agree that:

•••

(iii) If Lessee elects to construct improvements upon New Phase 2A in Lessee's sole discretion, then the New Phase 2A construction shall be completed within 24 months after the Amendment No. 2 Effective Date. The Improvements on New Phase 2A shall be completed no later than 24 months after the Effective Date of the Fourth Amendment ("New Phase 2A Completion Date") and shall include the design and construction of a new ramp/apron area and two (2) pre-engineered metal buildings subdivided into eight (8) box hangars, with each of the eight (8) box hangars containing an office and bathroom. In addition to the foregoing, each of the two (2) pre-engineered metal buildings shall have one additional office located at its easterly end ("New Phase 2A Improvements"). The New Phase 2A Improvements shall be deemed completed on the date that a CO is issued for all the Improvements. If the New Phase 2A Improvements are not completed on or before the New Phase 2A Completion Date, then beginning on the New Phase 2A Completion Date, the rent for New Phase 2A and the rent for the New Phase 2A Addition (which is scheduled to commence on the Fourth Amendment Rent Effective Date) shall be increased to equal the total of the following: for New Phase 2A, twice the rent that was in effect immediately prior to the New Phase 2A Completion Date; and for New Phase 2A Addition, twice the New Phase 2A Addition Rent (collectively, "New Phase 2A Double Rent"). During any period that the New Phase 2A Double Rent is in effect, the New Phase 2A Double Rent shall be subject to rent adjustment on the Adjustment Date, in accordance with Section 4. On the date the Lessee has properly completed the Improvements on New Phase 2A, the rent for the New Phase 2A and the New Phase 2A Addition shall be adjusted to the rent that would otherwise be in effect

pursuant to the provisions of this Agreement had the New Phase 2A Double Rent not been imposed, including any Adjustments that would have occurred in accordance with Section 4.

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The parties agree that Lessee has satisfied all of its the Capital (d) Expenditure requirements for Phase 1 imposed for each Phase prior to the Effective Date of this Fourth Amendment. Capital Expenditures made by Lessee with respect to Phase 1 shall not count towards the Minimum Capital Expenditure Requirement for New Phase 2 and New Phase 2A. Lessee covenants and agrees to expend, with respect to the facilities to be constructed on the Parcels known as New Phase 2 and New Phase 2A, a minimum Capital Expenditure of at least an additional Three Million Dollars (\$3,000,000.00), hereinafter defined as the "Minimum Capital Expenditure Requirement," by no later than the date on which a Certificate of Occupancy is issued by the controlling governmental authority for the Broward College Building. "Capital Expenditure" is determined as set forth in Section 1, hereof. Only costs associated with the completed Improvements set forth in the Approved Plans shall be reviewed and considered by the Aviation Department to count towards the Minimum Capital Expenditure Requirement. Lessee shall expend an additional minimum Capital Expenditure of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) on the New Phase 2A Improvements required in this Fourth Amendment ("Additional Minimum New Phase 2A Capital Expenditure") no later than by the New Phase 2A Completion Date.

In the event Lessee has not expended the Additional Minimum New Phase 2A Capital Expenditure on the New Phase 2A Improvements by the New Phase 2A Completion Date, County may, upon sixty (60) calendar days' prior written notice, at its option, either (i) reduce the Term of this Agreement by one (1) month for each One Hundred Thousand Dollar (\$100,000.00) shortfall in required expenditures for the Additional Minimum New Phase 2A Capital Expenditure, or (ii) if there is a shortfall in the Additional Minimum New Phase 2A Capital Expenditure greater than One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00), modify the Agreement Termination Date in Section 3(a) of this Agreement to October 31, 2046. The option selected by County pursuant this provision shall be automatically effective at the end of the required sixty (60) calendar days' prior written notice period without the requirement of an amendment to this Agreement.

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- 9. Section 6(k) of this Agreement is deleted in its entirety.
- 10. Lessee acknowledges that through the Effective Date hereof, Lessee has no claims

against the County with respect to any of the matters covered by the Agreement, as amended, and Lessee has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

- 11. In the event of any conflict or ambiguity between this Fourth Amendment and the Agreement, the Parties agree that this Fourth Amendment shall control.
- 12. Preparation of this Fourth Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
- 13. This Fourth Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 14. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
- 15. The Agreement, as amended herein, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement or this Fourth Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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| IN WITNESS WHEREOF, the Parties hereto BROWARD COUNTY, through its BOARD O its Mayor or Vice-Mayor authorized to e, 2020, and Diversifie duly author | F COUNTY COMMISSIONER execute same by Board act   | S, signing by and through tion on the day of  |  |  |
|--|---|---|--|--|
|  | COUNTY  |   |  |  |
| ATTEST:  | BROWARD COUNTY, by and through its Board of County Commissioners  |   |  |  |
|  | Ву  |   |  |  |
| Broward County Administrator, as Mayor   |   |   |  |  |
| ex officio Clerk of the Broward County   |   | 20  |  |  |
| Board of County Commissioners  | day of  | , 20  |  |  |
|  | Approved as to form by<br>Andrew J. Meyers<br>Broward County Attorn<br>Aviation Office<br>2200 SW 45 <sup>th</sup> Street, St<br>Dania Beach, Florida 33<br>Telephone: (954) 35<br>Telecopier: (954) 35 | ney<br>uite 101<br>3312<br>59-6100<br>59-1292 |  |  |
|  | Sharon V. Digitally signed by Sharon V. Thorsen  Thorsen  Date: 2020.10.22 16:19:34 -04'00'   |   |  |  |
|  | Sharon V. Thorsen Senior Assistant Cou  | (Date)  |  |  |

SVT/ch Diversified 4<sup>th</sup> Amendment 09/17/2020

# FOURTH AMENDMENT TO THE AGREEMENT OF LEASE BETWEEN BROWARD COUNTY AND DIVERSIFIED AVIATION NP, LLC

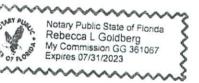
LESSEE

# Signature Print Name of Witness above Signature Cary Colober Print Name and Title ATTEST: Print Name of Witness above

(CORPORATE SEAL OR NOTARY)

authorized to attest

Corporate Secretary of other person



#### **EXHIBIT A-4 SURVEY AND LEGAL DESCRIPTION**

# STONER & ASSOCIATES, INC.

4341 S.W. 62nd Avenue Davie, Florida 33314

SURVEYORS - MAPPERS Florida Licensed Survey and Mapping Business No. 6633

Tel. (954) 585-0997

Fax (954) 585-3927

RECORDING AREA

# SKETCH AND LEGAL DESCRIPTION OF: (PHASE 1) PARCEL "A" A PORTION OF TRACT "A", NORTH PERRY AIRPORT (P.B. 113, PG. 30, B.C.R.) BROWARD COUNTY, FLORIDA

#### LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACT "A", NORTH PERRY AIRPORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 113, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST;

THENCE N.88'50'18"E., ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E.1/4), A DISTANCE OF 1612.29 FEET;

THENCE N.00'01'03"W, A DISTANCE OF 135.03 FEET, TO A POINT ON A LINE 135.00 FEET NORTH AND PARALLEL WITH THE SAID SOUTH LINE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUE N.00°01'03"W., A DISTANCE OF 654.95 FEET;

THENCE S.89'36'12"E., A DISTANCE OF 226.45 FEET;

THENCE S.00'00'00"E., A DISTANCE OF 601.02 FEET;

THENCE S.90°00'00"E., A DISTANCE OF 130.90 FEET;

THENCE S.00'00'00"E., A DISTANCE OF 55.66 FEET;

THENCE S.88°50'18"W., A DISTANCE OF 335.00 FEET;

THENCE N.01'09'42"W.. A DISTANCE OF 10.00 FEET;

THENCE S.88'50'18"W., A DISTANCE OF 6.95 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN NORTH PERRY AIRPORT, CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA; CONTAINING 3.6 ACRES OR 157,132 SQUARE FEET MORE OR LESS.

#### NOTES:

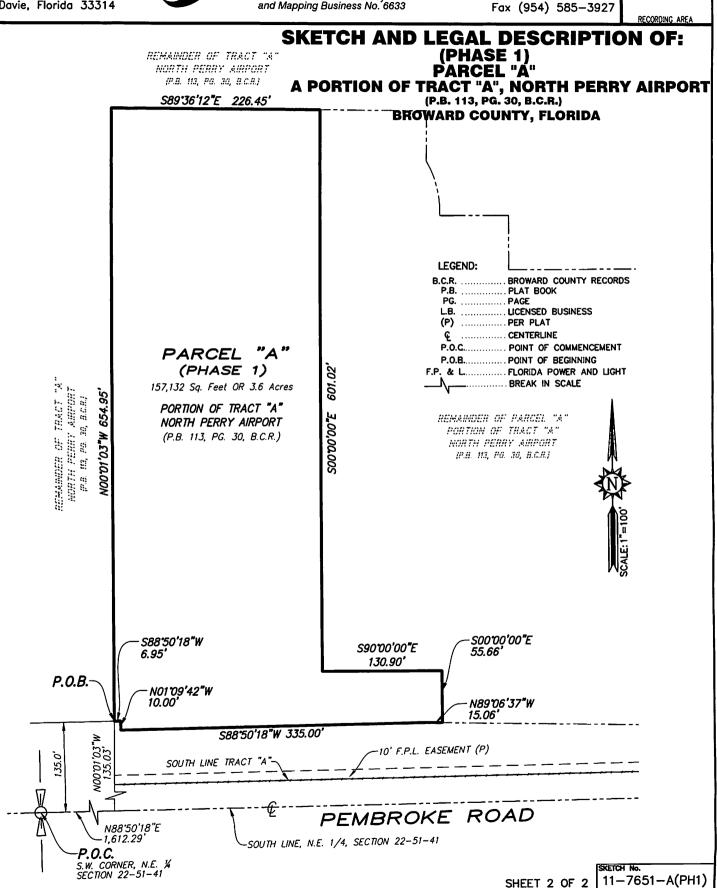
- 1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
- 2. THIS SKETCH IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 3. THE BEARINGS SHOWN HEREON ARE BASED ON N.88'50'18"E. ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST.
- 4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY).
- 5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.

| CERTIFICATE: THIS IS TO CERTIFY THAT THE SKETCH AN THAT THIS SKETCH AND LEGAL DESCRIPTION CHAPTER 5.J-17, FLORIDA ADMINISTRATIVE | ON MEETS THE MINIMUM TECHNICAL ST | TANDARDS SET FORTH BY THE F |              |                   |                | SEAL  | 11-76 |
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# STONER & ASSOCIATES, INC.

4341 S.W. 62nd Avenue Davie, Florida 33314 SURVEYORS - MAPPERS Florida Licensed Survey and Mapping Business No. 6633

Tel. (954) 585-0997





Tel. (954) 585-0997 Fax (954) 585-3927

RECORDING ARE

4341 S.W. 62nd Avenue Davie, Florido 33314

#### **SKETCH AND LEGAL DESCRIPTION OF:**

Phase 1, PARCEL "B"
A PORTION OF TRACT "A", NORTH PERRY AIRPORT
(P.B. 113, PG. 30, B.C.R.)

BROWARD COUNTY, FLORIDA

#### LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACT "A", NORTH PERRY AIRPORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 113, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (N.E.%) OF SECTION 22. TOWNSHIP 51 SOUTH, RANGE 41 EAST:

THENCE N.88'50'18"E., ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E.X), A DISTANCE OF 1,612.29 FEET;

THENCE N.00'01'03"W, A DISTANCE OF 789.98 FEET

THENCE S.89'36'12"E, A DISTANCE OF 342.67 FEET;

THENCE S.00°01'03"E., A DISTANCE OF 54.07 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.59°51'21"E.;

THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ALE OF 32°22'23" AND A RADIUS OF 107.56 FEET FOR AN ARC DISTANCE OF 60.77 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N.89'59'52"E., A DISTANCE OF 74.30 FEET;

THENCE N.00'01'03"W. A DISTANCE OF 151.65 FEET TO THE POINT OF BEGINNING:

THENCE N.89'36'12"W., A DISTANCE OF 302.03 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE WESTERLY, NORTHWESTERLY, AND NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89'31'49" AND A RADIUS OF 13.50 FEET FOR AN ARC DISTANCE OF 21.10 FEET TO A POINT OF TANGENCY;

THENCE N.00'04'23"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 52.76 FEET;

THENCE N.89'59'52"E., A DISTANCE OF 315.48 FEET;

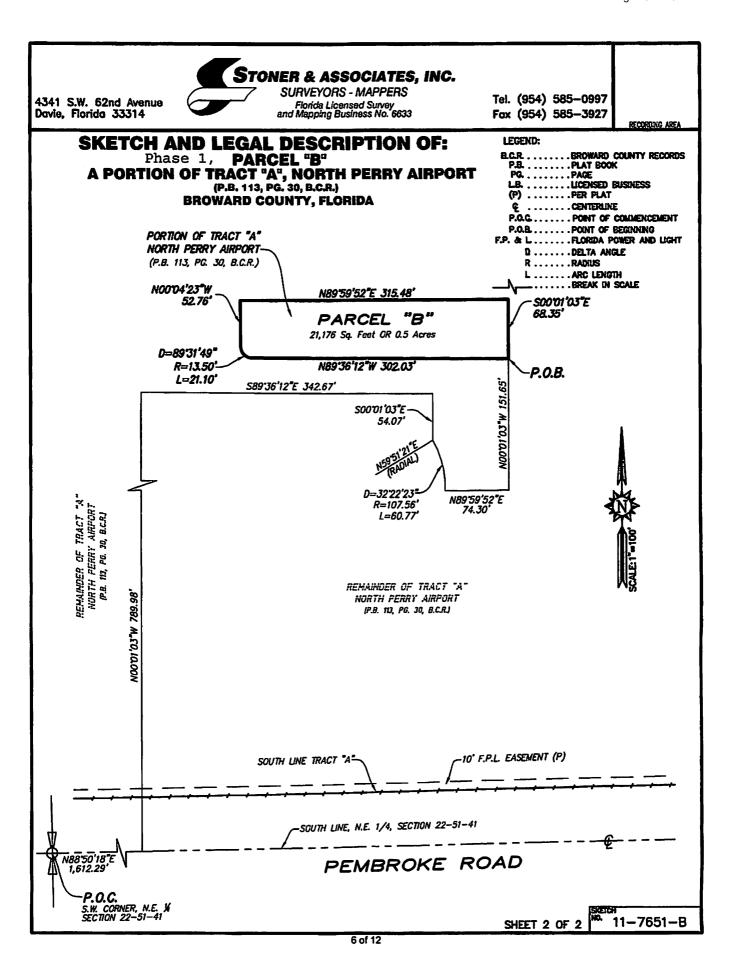
THENCE S.00'01'03"E., A DISTANCE OF 68.35 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN NORTH PERRY AIRPORT, CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA; CONTAINING 0.5 ACRES OR 21,176 SQUARE FEET MORE OR LESS

#### HOTES

- 1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
- 2. THIS SKETCH IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 3. THE BEARINGS SHOWN HEREON ARE BASED ON N.BB30'18'E. ALONG THE SOUTH LINE OF THE NORTHEAST ONE-CUARTER (N.E.1/4) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 FAST.
- 4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY).
- 5, THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.

| CERTIFICATE: THIS IS TO CRITEY THAT THE SKETCH AND LEGAL DESCRIPTOR SKETCH AND LEGAL DESCRIPTION MEETS THE ME COMPTER SA-17, PLOGDA ADMINISTRATIVE CODE, PURSUAN | SEAL  | \$\\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \ |    |
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|  | PROFESSIONAL SURVEYOR AND MAPPER NO. 8371 — STATE OF FLORIDA DATE OF SKETCH: DRAWN BY CHECKED BY FIELD BOOK 10/6/11 DRL RGC N/A | SHEET 1 OF 2                             | -8 |





4341 S.W. 62nd Avenue Davie, Florida 33314 SURVEYORS - MAPPERS Florida Licensed Survey and Mapping Business No. 6633

Tel. (954) 585-0997 Fax (954) 585-3927

RECORDING AREA

## SKETCH AND LEGAL DESCRIPTION OF: Phase 1, PARCEL 'C'

A PORTION OF TRACT "A", NORTH PERRY AIRPORT (P.B. 113, PG. 30, B.C.R.)

BROWARD COUNTY, FLORIDA

#### LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACT "A", NORTH PERRY AIRPORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 113, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (N.E.X) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST;

THENCE N.88'SO'18"E., ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E.M), A DISTANCE OF 1,612.29 FEET;

THENCE N.00°01'03"W. A DISTANCE OF 828.72 FEET. TO THE POINT OF BEGINNING:

THENCE CONTINUE N.00'01'03"W., A DISTANCE OF 66.60 FEET:

THENCE S.89'51'01"E., A DISTANCE OF 36.93 FEET:

THENCE S.00'04'23"E., A DISTANCE OF 52.76 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHWEST;

THENCE SOUTHERLY, SOUTHMESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 89°31'49" AND A RADIUS OF 13.50 FEET FOR AN ARC DISTANCE OF 21.10 FEET TOT POINT OF TANGENCY;

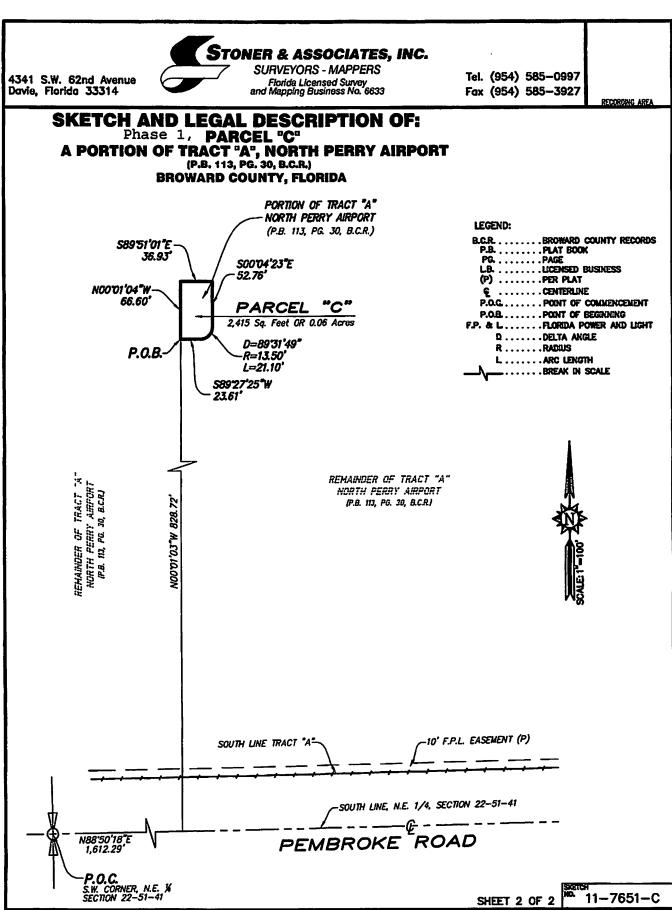
THENCE S.89"27"25"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 23.61 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN NORTH PERRY AIRPORT, CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA; CONTAINING 0.06 ACRES OR 2,174 SQUARE FEET MORE OR LESS

#### **NOTES:**

- 1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
- 2. THIS SKETCH IS "NOT VALID"WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 3. THE BEARINGS SHOWN HEREON ARE BASED ON N.B8'50'18"E. ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST.
- 4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY. (THIS IS NOT A SURVEY).
- 5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.

| CERTIFICATE:  THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MANKENIN TECHNICAL STA CHAPTER 51-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07,   | S ACCURATE AND CORRECT TO THE BEST OF MY INVOICEDOE AND BELLET. I FURTHER CERTIFY<br>BURDS SET FORTH BY THE FLORDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN<br>FLORDA STATUTES. | SEAL =           |
|---|---|------------------|
| REVISIONS DATE BY   | •   | NOT VALID UNLESS |
|   | Richard G. Crawford, Jr.  | SEALED HERE WITH |
|   | AN EMBOSSED OF  |                  |
|   | DATE OF SKETCH: DRAWN BY CHECKED BY FLELD BOOK  | 7                |
|   | 10/6/11 DRL RGC N/A   | SHEET 1 OF 2     |
| to a contract of the contract |   | 100,000          |





4341 S.W. 62nd Avenue Davie, Florida 33314 SURVEYORS - MAPPERS Florida Licensed Survey and Mapping Business No. 6633

Tel. (954) 585-0997 Fax (954) 585-3927

#### LEGAL DESCRIPTION OF NEW PHASE 2

A PORTION OF TRACT "A", NORTH PERRY AIRPORT (P.B. 113, PG. 30, B.C.R.) BROWARD COUNTY, FLORIDA

#### LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF TRACT "A", NORTH PERRY AIRPORT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 113, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (N.E.%) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST;

THENCE N.88'50'18"E., ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E.X), A DISTANCE OF 1,612.29 FEET:

THENCE N.00'01'03"W, A DISTANCE OF 135.03 FEET, TO A POINT ON A LINE 135.00 FEET NORTH OF AND PARALLEL WITH THE SAID SOUTH LINE;

THENCE N.88'50'18"E., A DISTANCE OF 6.95 FEET;

THENCE S.01'09'42"E., A DISTANCE OF 10.00 FEET;

THENCE N.88'50'18"E., A DISTANCE OF 335.00 FEET;

THENCE S.89°06'37"W., A DISTANCE OF 15.06 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S.89'06'37"E., A DISTANCE OF 166.38 FEET;

THENCE N.0000'00"W., A DISTANCE OF 225.14 FEET;

THENCE S.9000'00"W., A DISTANCE OF 297.25 FEET;

THENCE S.0000'00"E., A DISTANCE OF 166.90 FEET;

THENCE S.90'00'00"E., A DISTANCE OF 130.89 FEET;

THENCE S.0000'00"E., A DISTANCE OF 55.66 FEET TO THE POINT OF BEGINNING;

SAID LAND SITUATE WITHIN THE NORTH PERRY AIRPORT, CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, CONTAINING 1.36 ACRES (59,085 SQUARE FEET), MORE OR LESS.

#### NOTES:

- 1. THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS—OF—WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
- 2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 3. THE BEARINGS SHOWN HEREON ARE BASED ON N.88'50'18"E. ALONG THE SOUTH LINE OF THE NORTHEAST ONE—QUARTER (N.E.1/4) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST.
- 4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
- 5, THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
- 6, SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

| CERTIFICATE: THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTIC KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS PURSUANT TO SECTION 472.07, FLORIDA STATUTES. | SEAL  NOT VALID UNLESS SFALED HERE WITH                             |                                    |
|--|---|------------------------------------|
| REVISIONS DATE BY  | RICHARD G. CRAWFORD, JR.  | SOLUTIONE WITH                     |
| THE MATERIAL SHOWN HEREON IS THE PROPERTY OF STONER &  | PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA        | AN EMBOSSED OF THE SURVEYOR'S SEAL |
| ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART MITHOUT PERMISSION OF STONER & ASSOCIATES, INC. COPYRIGHT (2) 2015  | DATE OF SKETCH: DRAWN BY CHECKED BY FIELD BOOK 11/03/15 DRL RGC N/A | SHEET 1 OF 2 景二                    |



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#### LEGEND:

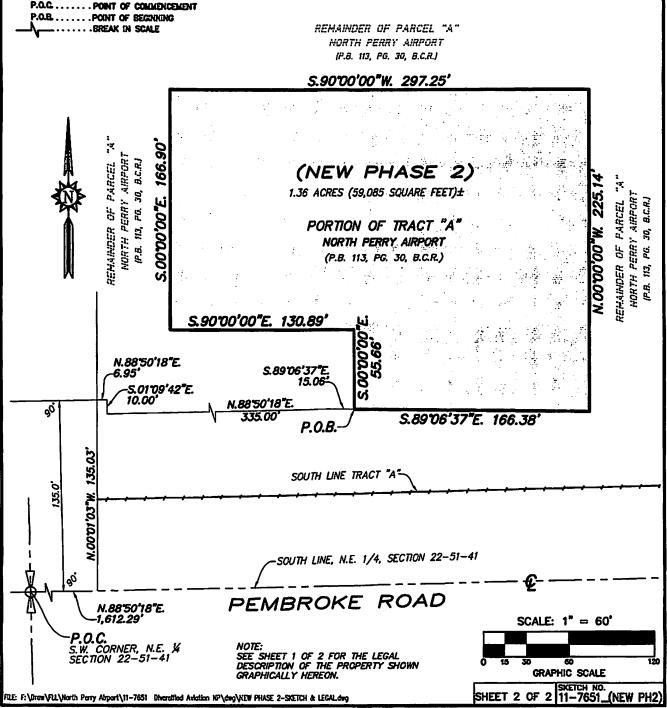
B.C.R. ...... BROWARD COUNTY RECORDS P.B. ...... PLAT BOOK

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..... CENTERLINE P.O.C. . . . . . POINT OF COMMENCEMENT P.O.B. . . . . . POINT OF BEGINNING

#### SKETCH OF DESCRIPTION **NEW PHASE 2**

A PORTION OF TRACT "A", NORTH PERRY AIRPORT (P.B. 113. PG. 30. B.C.R.) BROWARD COUNTY, FLORIDA



4341 S.W. 62nd Avenue Davie, Florida 33314 Tel. (954) 585-0997 Fax (954) 585-3927

#### EXHIBIT "A" **LEGAL DESCRIPTION OF**

NEW PHASE 2A NORTH PERRY AIRPORT, PEMBROKE PINE. BROWARD COUNTY, FLORIDA

#### **LEGAL DESCRIPTION:**

A PARCEL OF LAND BEING A PORTION OF TRACT "A", NORTH PERRY AIRPORT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 113, PAGE 30, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SECTION 22, TOWNSHIP 51 SOUTH, RANGE 41 EAST;

THENCE N.88°50'18"E., ALONG THE SOUTH LINE OF SAID NORTHEAST ONE-QUARTER (N.E.1/4), A DISTANCE OF 1,612.29 FEET;

THENCE N.00°01'03"W, A DISTANCE OF 135.03 FEET, TO A POINT ON A LINE 135.00 FEET NORTH OF AND PARALLEL WITH THE SAID SOUTH LINE;

THENCE N.88°50'18"E., A DISTANCE OF 6.95 FEET:

THENCE S.01°09'42"E., A DISTANCE OF 10.00 FEET;

THENCE N.88°50'18"E., A DISTANCE OF 219.14 FEET;

THENCE N.00°00'00"W., A DISTANCE OF 224.67 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N.00°00'00"W. A DISTANCE OF 434.12 FEET;

THENCE S.89°36'12"E. A DISTANCE OF 116.22 FEET;

THENCE S.00°01'03"E. A DISTANCE OF 54.07 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE WEST; A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.59°51'21"W.;

THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 32°22'23" AND A RADIUS OF 107.56 FEET FOR AN ARC DISTANCE OF 60.77 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE N.89°59'52"E. A DISTANCE OF 74.30 FEET;

THENCE S.00°01'03"E. A DISTANCE OF 57.92 FEET;

THENCE N.89°58'57"E. A DISTANCE OF 92.24 FEET:

THENCE S.00°00'00"E. A DISTANCE OF 263.16 FEET;

THENCE N.90°00'00"W. A DISTANCE OF 297.25 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN THE NORTH PERRY AIRPORT, CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA, CONTAINING 2.38 ACRES (103,780 SQUARE FEET), MORE OR LESS.

#### NOTES:

CERTIFICATE:

- 1, THE PROPERTY SHOWN HEREON WAS NOT ABSTRACTED FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
- 2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 3. THE BEARINGS SHOWN HEREON ARE BASED ON N.88°50'18"E. ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (N.E.1/4) OF SECTION 22. TOWNSHIP 51 SOUTH. RANGE 41 EAST.
- 4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).
- 5. THIS SKETCH OF DESCRIPTION WAS PREPARED BY THIS FIRM WITHOUT THE BENEFIT OF A TITLE SEARCH. THE LEGAL DESCRIPTION SHOWN HEREON WAS AUTHORED BY STONER & ASSOCIATES, INC.
- 6. SEE SHEET 2 OF 2 FOR A GRAPHIC DEPICTION (SKETCH) OF THE PROPERTY DESCRIBED HEREON.

# THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES. REVISIONS DATE BY RICHARD G. CRAWFORD, JR.

|     |                                      |                | i     |
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| TUE | MATERIAL SHOWN HEREON IS THE PRO     | DEDTY OF STOL  | UED & |
|     | SOCIATES, INC. AND SHALL NOT BE REPR |                |       |
|     | T WITHOUT PERMISSION OF STONER & A   |                |       |
|     | CI WITHOUT PERMISSION OF STONER & P  | 1330CIA1E3, IN | u.    |

PROFESSIONAL SURVEYOR AND MAPPER NO. 5371 - STATE OF FLORIDA

DATE OF SKETCH DRAWN BY CHECKED BY FIELD BOOK
6/24/2020 DRL RGC N/A

SEALED HERE WITH AN EMBOSSED SURVEYOR'S SEAL

SEAL

NOT VALID UNLESS

SHEET 1 OF 2

рн NO. 7651\_(NEW PH2A) STONER & ASSOCIATES, INC.

SURVEYORS - MAPPERS

Florida Licensed Survey
and Mapping Business No. 6633

4341 S.W. 62nd AVE. Davie, Florida 33314

Tel. (954) 585-0997 Fax (954) 585-3927

