

Return recorded to:

Broward County Highway Construction and Engineering Division 1 North University Drive, Suite 300B Plantation, FL 33324-2038

Document prepared by: Cynthia A. Pasch, AICP Greenspoon Marger, LLP 200 East Broward Boulevard Fort Lauderdale, FL 33301

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY

TEMPORARY VEHICULAR ACCESS AGREEMENT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

Pulte Home Company, LLC , its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, the DEVELOPER holds fee simple title to the property described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as "Property"; and

WHEREAS, vehicular access to said Property is restricted by virtue of that certain Nonvehicular Access Line which is reflected on the <u>Oaktree Property Redevelopment</u> Plat, Plat No./Clerk's File No. <u>002-MP-19</u>, hereinafter referred to as the "PLAT," or, if applicable, which is reflected on a previous Amendment to the Nonvehicular Access Line approved by the COUNTY on ______, 20__; and

WHEREAS, the DEVELOPER desires to modify vehicular access to said Property for temporary vehicular access at certain locations over and across the existing Nonvehicular Access Line; and

WHEREAS, a description of the platted area, including the Nonvehicular Access Line, is attached hereto as Exhibit "B" and made a part hereof, and



WHEREAS, the DEVELOPER has applied to the COUNTY for an amendment to the Nonvehicular Access Line in order to establish a new configuration which includes a temporary opening more particularly described in Exhibit "C" attached hereto and made a part hereof; and

WHEREAS, Chapter 5, Article IX of the Broward County Code of Ordinances, permits the amendment of Nonvehicular Access Lines; and

WHEREAS, the DEVELOPER has submitted the required approval of the amendment to the Nonvehicular Access Line by other governmental entities with jurisdiction over the adjacent roadways; and

WHEREAS, the COUNTY has no objection to amending the Nonvehicular Access Line; and

WHEREAS, the DEVELOPER has complied with all the conditions of approval imposed by the COUNTY, including execution of this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, considerations, and promises set forth below, the COUNTY and DEVELOPER agree as follows:

- 1. The above recitals are true and correct and incorporated herein.
- 2. The COUNTY hereby amends the Nonvehicular Access Line on the Property reflected on the PLAT described in Exhibit "B," and replaces said Nonvehicular Access Line by the establishment of a new Nonvehicular Access Line as described in Exhibit "C."
- 3. The DEVELOPER shall obtain vehicular access to said Property through driveway openings and connections which are consistent with the new Nonvehicular Access Line as described in Exhibit "C."
- 4. The DEVELOPER shall obtain all necessary permits for construction of the driveway opening and connections from the appropriate unit of government prior to construction of any driveway connections.
- 5. The DEVELOPER shall discontinue use of the Temporary Opening and remove all driveways constructed within the temporary opening on or before February 11, 2021.
- 6. This Agreement shall be recorded in the Official Records of Broward County at the DEVELOPER'S expense, and the Nonvehicular Access Line created herein and the DEVELOPER'S obligation set forth herein shall run with the Property described in Exhibit "A."



- 7. <u>APPLICABLE LAW AND VENUE.</u> This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.
- 8. <u>NOTICE</u>. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Engineering Division 1 North University Drive, Suite 300B Plantation, FL 33324-2038

For the DEVELOPER:

Patrick Gonzalez, Pulte Home Company, LLC

4400 PGA Boulevard, Suite 700

Palm Beach Gardens, FL 33410

- 9. <u>VENUE; CHOICE OF LAW.</u> Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.
- 10. <u>CHANGES TO FORM AGREEMENT.</u> DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
- 11. <u>CAPTIONS AND PARAGRAPH HEADINGS.</u> Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.



- 12. <u>NO WAIVER.</u> No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 13. <u>EXHIBITS.</u> All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference.
- 14. <u>FURTHER ASSURANCES.</u> The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
- 15. <u>ASSIGNMENT AND ASSUMPTION</u>. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
- 16. <u>AMENDMENTS.</u> No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor and Vice Mayor. authorized to execute same by Board action on the ^{11th} day of February , 20²⁰ and Pulte Home Company, LLC , through its duly authorized representative to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

Mayor

County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Broward County, Florida

By

day of , 20

Approved as to form by Office of County Attorney Broward County, Florida Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-6968

By <u>Assistant</u> County Attorney

_ 9 day of January, 2020



DEVELOPER-CORPORATION/PARTNERSHIP

Title:

Witnesses (if partnership):

(Signature) Debra F1 Print name; (Signature) Print name: HShley

PULTE HOME COMPANY, LLC, a Michigan limited liability company

Name of Developer (corporation/partnership)

By_

(Signature) Print name:

ame:______ Vice President

Address: Land Development

71" day of NOVEMBER, 2019

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature) Print Name of Secretary:_

ACKNOWLEDGMENT: CORPORATION/PARTNERSHIP

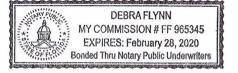
STATE OF Florida))SS COUNTY OF Palm Beag

The foregoing instrument was acknowledged before me this <u>1</u>th day of <u>November</u>, 20<u>19</u>, by <u>Patrick Gontalez</u>, as <u>VP of Vand Development</u> of <u>Pulte Home Company</u>, <u>5</u>^c <u>Michigan Luc</u> corporation/partnership, on behalf of the corporation/partnership. He or she is: [Upersonally known to me, or []produced identification. Type of identification produced ______

(Seal)

NOTARY PUBLIC:

Print name: Debra Flynn



My commission expires:

CAF#458 Revised 02/05/2015



MORTGAGEE- CORPORATION/PARTNERSHIP

Signed, sealed and delivered

BLACKSHORE PARTNERS, LLC, a Florida limited liability company

- By: Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager
 - By: Blackpool Associates, Inc., a Florida corporation, its general partner

William M. Mur esident

STATE OF FLORIDA)) SS: COUNTY OF BROWARD)

Name:

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 William M. Murphy, as President of Blackpool Associates, Inc., a Florida corporation, general partner of Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager of Blackshore Partners, LLC, a Florida limited liability company. He is personally known to me or has produced ______ as identification.

TNESS my hand and official seal in the County and State last aforesaid this day of K, 20

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

HEATHER MACKARVICH lotary Public - State of Florida Commission # GG 910584 My Comm. Expires Sep 5, 2023 Bonded through National Notary Assn

MORTGAGEE- CORPORATION/PARTNERSHIP

Name reat rint Name: STATE OF FLORIDA SS: COUNTY OF BROWARD

Signed, sealed and delivered

BLACKWOOD PARTNERS, LLC, a Florida limited liability company

- By: Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager
 - By: Blackpool Associates, Inc., a Florida corporation, its general partner

Ulhor illiam M. Murphy President

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 William M. Murphy, as President of Blackpool Associates, Inc., a Florida corporation, general partner of Blackfin Properties & Investments, LLLP, a Florida limited liability limited partnership, manager of Blackwood Partners, LLC, a Florida limited liability company. He is personally known to me or has produced ______ as identification.

TNESS my hand and official seal in the County and State last aforesaid this 26 day of , 20 1

Public

8

Notary ublic

Typed, printed or stamped name of Notary

My Commission Expires:

HEATHER MACKARVICH Notary Public - State of Florida Commission # GG 910584 My Comm. Expires Sep 5, 2023 Bonded through National Notary Assn.



EXHIBIT "A"

(Legal Description of Property Owned By Developer in Fee Simple)





EXHIBIT A

(Legal Description of Property Owned By Developer in Fee Simple)

PARCEL "A", OAK TREE PLAT, AS RECORDED IN PLAT BOOK 177, PAGES 5 THROUGH 7, TOGETHER WITH LOT 17, "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 1", AS RECORDED IN PLAT BOOK 63, PAGE 10, BOTH OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST, THE CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GOLF-TAM VILLAGE, AS RECORDED IN PLAT BOOK 119, PAGE 18 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA: THENCE N.88°12'55"E. ALONG THE SOUTH LINE OF TAMARAC LAKES SOUTH, AS RECORDED IN PLAT BOOK 62. PAGE 24 OF SAID PUBLIC RECORDS, A DISTANCE OF 826.79 FEET A POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.77°44'26"E., A RADIAL DISTANCE OF 1.246.28 FEET: THENCE SOUTHERLY ALONG THE ARC OF THE WESTERLY RIGHT-OF-WAY LINE OF PROSPECT ROAD, SAID RIGHT-OF-WAY LINE LYING 100.00 FEET WESTERLY OF AND CONCENTRIC TO THE CENTERLINE THEREOF, AS SHOWN ON SAID "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 1", THROUGH A CENTRAL ANGLE OF 01°24'21", A DISTANCE OF 30,58 FEET; THENCE S.88°12'55"W. ALONG A LINE 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID TAMARAC LAKES SOUTH. A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A", OAK TREE PLAT; THENCE S.53°04'11"E. ALONG THE WEST RIGHT-OF-WAY LINE OF PROSPECT ROAD, AS SHOWN ON SAID OAK TREE PLAT, A DISTANCE OF 46.82 FEET TO A POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.74°57'20"E., A RADIAL DISTANCE OF 1,246,28 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 09°43'05", A DISTANCE OF 211.38 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF LOT 17 OF SAID FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 1; THENCE N.01°39'39"W. ALONG SAID WEST LINE. A DISTANCE OF 146.96 FEET A POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.71°43'32"E., A RADIAL DISTANCE OF 1,196.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF THE WEST RIGHT-OF-WAY LINE OF PROSPECT ROAD, AS SHOWN ON SAID "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 1", THROUGH A CENTRAL ANGLE OF 32°17'07", A DISTANCE OF 674.09 FEET; THENCE S.88°21'41"W. ALONG THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 96.42 FEET TO THE POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.43°06'02"E., A RADIAL DISTANCE OF 1,246.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PROSPECT ROAD, AS RECORDED IN DEED BOOK 419, PAGE 362 OF SAID PUBLIC RECORDS, THROUGH A CENTRAL ANGLE OF 31°27'57", A DISTANCE OF 684.44 FEET; THENCE S.78°21'55"E, ALONG SAID RIGHT-OF-WAY LINE, A



Exhibit 2 Page 11 of 31

EXHIBIT "A" (Continued)

DISTANCE OF 456.13 FEET: THENCE S.01°50'50"E. ALONG THE WEST RIGHT-OF-WAY LINE OF NORTHWEST 21ST AVENUE (DECKER ROAD), AS RECORDED IN OFFICIAL RECORD BOOK 1769, PAGE 445 OF SAID PUBLIC RECORDS, A DISTANCE OF 917.85 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID SECTION 17; THENCE S.88°38'22"W. ALONG SAID SOUTH LINE, A DISTANCE OF 3,976.27 FEET; THENCE N,01°37'24"W. ALONG THE EAST LINE OF "M.&S. PROPERTIES PLAT", AS RECORDED IN PLAT BOOK 98, PAGE 29 OF SAID PUBLIC RECORDS, A DISTANCE OF 921.96 FEET TO THE SOUTHWEST CORNER OF SAID GOLF-TAM VILLAGE, AND A POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.88°22'36"E., A RADIAL DISTANCE OF 40.00 FEET; THENCE ALONG THE BOUNDARY OF SAID GOLF-TAM VILLAGE THE FOLLOWING FOUR (4) COURSES AND DISTANCES: THENCE SOUTHEASTERLY, NORTHEASTERLY AND NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 242°57'52", A DISTANCE OF 169.62 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET. AND A CENTRAL ANGLE OF 62°57'52"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 16.48 FEET; THENCE N.01°37'24"W., A DISTANCE OF 360.00 FEET; THENCE N.88°21'41"E., A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 10.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE EAST LINE OF LOTS 48 THROUGH 54 OF SAID GOLF-TAM VILLAGE; THENCE N.01°37'24"W. ALONG SAID PARALLEL LINE, A DISTANCE OF 526.02 FEET TO A POINT OF INTERSECTION WITH THE BOUNDARY LINE OF SAID GOLF-TAM VILLAGE; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING TWENTY-NINE (29) COURSES AND DISTANCES; N.88°13'32"E., A DISTANCE OF 70.00 FEET; THENCE N.01°46'28"W., A DISTANCE OF 10.00 FEET; THENCE N.88°13'32"E., A DISTANCE OF 100.00 FEET; THENCE N.01°46'28"W., A DISTANCE OF 80.00 FEET; THENCE N.88°13'32"E., A DISTANCE OF 316.78 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 37°18'06"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 130.21 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF 23°34'02"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 98.72 FEET; THENCE S.39°44'27"E ... A DISTANCE OF 30,99 FEET; THENCE S.01°26'29"E., A DISTANCE OF 63.23 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 94°41'52"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 198.33 FEET; THENCE N.86°44'37"W., A DISTANCE OF 142.47 FEET: THENCE S.03°15'23"W., A DISTANCE OF 40.00 FEET; THENCE N.86°44'37"W., A DISTANCE OF 10.00 FEET; THENCE N.73°41'30"W., A DISTANCE OF 82.00 FEET; THENCE S.07°06'50"W., A DISTANCE OF 157.92 FEET; THENCE S.15°27'37"E., A DISTANCE OF 148.75 FEET; THENCE S.86°44'37"E., A DISTANCE OF 153.98 FEET; THENCE N.11°38'36"E.. A DISTANCE OF 282.95 FEET A THE POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.03°15'13"E., A RADIAL DISTANCE OF 160.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 62°14'07", A DISTANCE OF 173.79 FEET; THENCE S.01°26'29"E., A DISTANCE OF 360.93 FEET; THENCE N.88°21'41"E., A DISTANCE OF 695.09 FEET; THENCE N.32°09'20"E., A DISTANCE OF 460.00 FEET; THENCE N.57°50'40"W., A DISTANCE OF 100.00 FEET:



EXHIBIT "A" (Continued)

THENCE N.32°09'20"E., A DISTANCE OF 98.57 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 33°56'25"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 59.24 FEET; THENCE N.01°47'05"W., A DISTANCE OF 39.39 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 39.27 FEET; THENCE S.88°12'55"W., A DISTANCE OF 75.00 FEET; THENCE N.01°47'05"W., A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,061,881 SQUARE FEET/139.1616 ACRES MORE OR LESS.





Exhibit 2 Page 13 of 31

EXHIBIT "B"

(Legal Description of Old Nonvehicular Access Line, or Part Thereof)

LEGAL DESCRIPTION:

ALL OF THAT CERTAIN NON-VEHICULAR ACCESS LINE BEING A PORTION OF PARCEL "B", GOLF-TAM VILLAGE, AS RECORDED IN PLAT BOOK 119, PAGE 18, TOGETHER WITH A PORTION PARCEL "A", OAK TREE PLAT, AS RECORDED IN PLAT BOOK 177, PAGE 5, TOGETHER WITH A PORTION LOT 17, FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 1, PLAT, AS RECORDED IN PLAT BOOK 63, PAGE 10, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST, THE CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOLF-TAM VILLAGE, AS RECORDED IN PLAT BOOK 119, PAGE 18 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE N.88"12'55"E. ALONG THE SOUTH LINE OF TAMARAC LAKES SOUTH, AS RECORDED IN PLAT BOOK 62, PAGE 24 OF SAID PUBLIC RECORDS, A DISTANCE OF 826.79 FEET TO POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PROSPECT ROAD, SAID RIGHT-OF-WAY LINE LYING 100.00 FEET WESTERLY OF AND CONCENTRIC TO THE CENTERLINE THEREOF, AS SHOWN ON SAID "FORT LAUDERDALE INDUSTRIAL AIRPARK -SECTION 1"; THENCE S.74'37'20"W., TO A POINT ON A LINE 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID TAMARAC LAKES SOUTH, A DISTANCE OF 127.65 FEET AND THE BEGINNING OF SAID NON-VEHICULAR ACCESS LINE; THENCE N.8812'55"E. ALONG A LINE 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID TAMARAC LAKES SOUTH, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A", OAK TREE PLAT, THENCE S.53'04'11"E. ALONG THE WEST RIGHT-OF-WAY LINE OF PROSPECT ROAD, AS SHOWN ON SAID OAK TREE PLAT, A DISTANCE OF 46.82 FEET TO A POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.74'37'20"E., A RADIAL DISTANCE OF 1,245.28 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 09'43'05", A DISTANCE OF 211.38 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF LOT 17 OF SAID FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 1; THENCE CONTINUE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1246.28 FEET AND A CENTRAL ANGLE OF 17'05'05"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 371.62 FEET TO THE POINT OF BEGINNING OF TEMPORARY ACCESS EASEMENT #1 OF SAID NON-VEHICULAR ACCESS LINE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1246.28 FEET AND A CENTRAL ANGLE OF 00'55'11"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 20.00 FEET TO THE POINT OF TERMINATION OF SAID TEMPORARY ACCESS EASEMENT #1; THENCE CONTINUE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1246.28 FEET AND A CENTRAL ANGLE OF 05"3'017"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 113.58 FEET; THENCE S.88'21'41"W. ALONG THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 22.24 FEET TO THE POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.43'06'02"E., A RADIAL DISTANCE OF 1,246.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PROSPECT ROAD, AS RECORDED IN DEED BOOK 419, PAGE 362 OF SAID PUBLIC RECORDS, THROUGH A CENTRAL ANGLE OF 13"27"OI", A DISTANCE OF 292.57 FEET TO A 100.00' OPENING OF SAID NON-VEHICULAR ACCESS LINE; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PROSPECT ROAD, AS RECORDED IN DEED BOOK 419, PAGE 362 OF SAID PUBLIC RECORDS, SAID CURVE TO THE LEFT HAVING A RADIUS OF 1246.28 FEET AND A CENTRAL ANGLE OF 04'35'55"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 100.03 FEET OF SAID OPENING TO THE BEGINNING OF SAID NON-VEHICULAR ACCESS LINE; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PROSPECT ROAD, SAID CURVE TO THE LEFT HAVING A RADIUS OF 1246.28 FEET AND A CENTRAL ANGLE OF 13'25'01"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 291.84 FEET; THENCE S.78'21'55"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 8.15 FEET TO THE POINT OF BEGINNING OF TEMPORARY ACCESS EASEMENT #2 OF SAID NON-VEHICULAR ACCESS LINE; THENCE CONTINUE S.78'21'55"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 20.00 FEET TO THE POINT OF TERMINATION OF SAID TEMPORARY ACCESS EASEMENT #2, AND POINT OF TERMINATION OF THIS DESCRIPTION.

	SHEET 1 OF 6
CAULFIELD & WHEELER, INC. CIVIL ENGINEERING LANDSCAPE ARCHITECTURE - SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452	DATE 12/03/19 DRAWN BY RLF F.B./ PG. N/A
OAK TREE PROPERTY REDEVELOPMENT PLAT NON-VEHICULAR ACCESS LINE TEMPORARY ACCESS EASEMENT SKETCH OF DESCRIPTION	SCALE AS SHOWN JOB NO. 7577 NVAL

LEGEND

BCR – BROWARD COUNTY RECORD L – LENGTH NVL – NON-VEHICULAR ACCESS LINE ORB – OFFICIAL RECORD BOOK PB – PLAT BOOK

PG - PAGE

POB - POINT OF BEGINNING

- POT POINT OF TERMINUS
- Δ DELTA (CENTRAL) ANGLE
- R RADIUS
- (R) RADIAL BEARING
- TAE TEMPORARY ACCESS EASEMENT

NOTES:

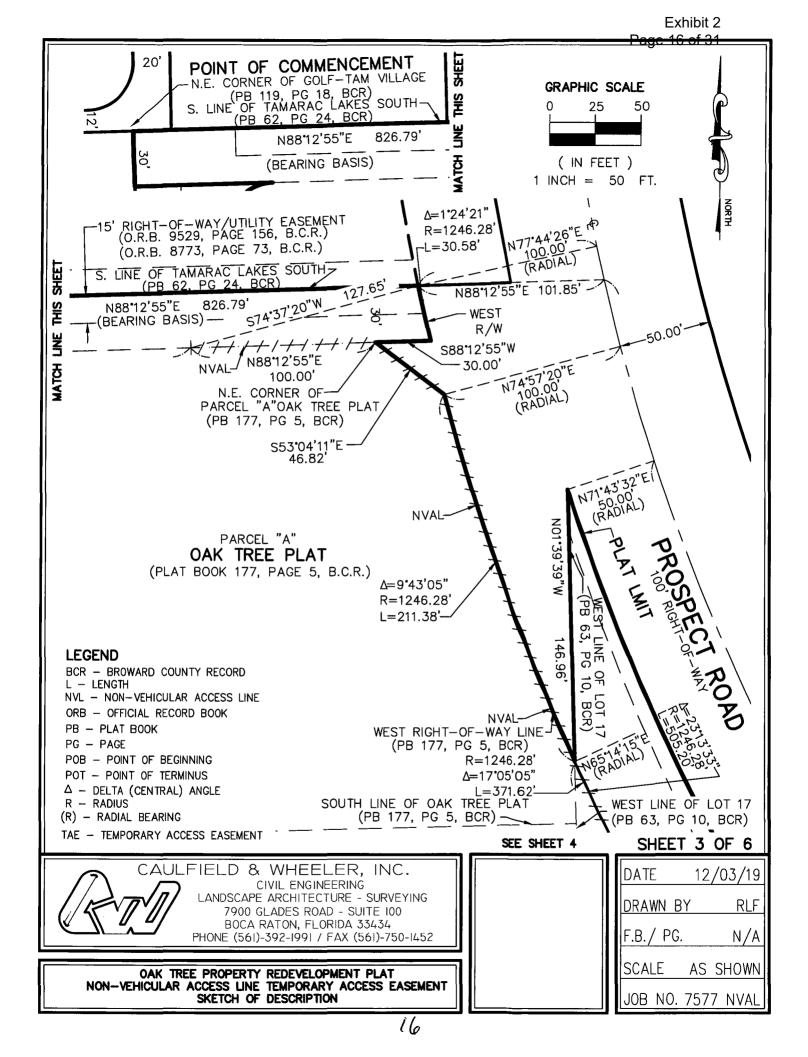
- 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
- 2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N88*12'55"E ALONG THE SOUTH LINE OF TAMARAC LAKES SOUTH, AS RECORDED IN PLAT BOOK 62, PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
- 4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
- 5. THIS SKETCH AND LEGAL DEPICTS THE NON-VEHICULAR ACCESS LINE FOR THE OAKTREE PROPERTY PLAT AS APPROVED BY THE COUNTY COMMISSION ON DECEMBER 10, 2019. THIS PLAT IS NOT YET RECORDED.

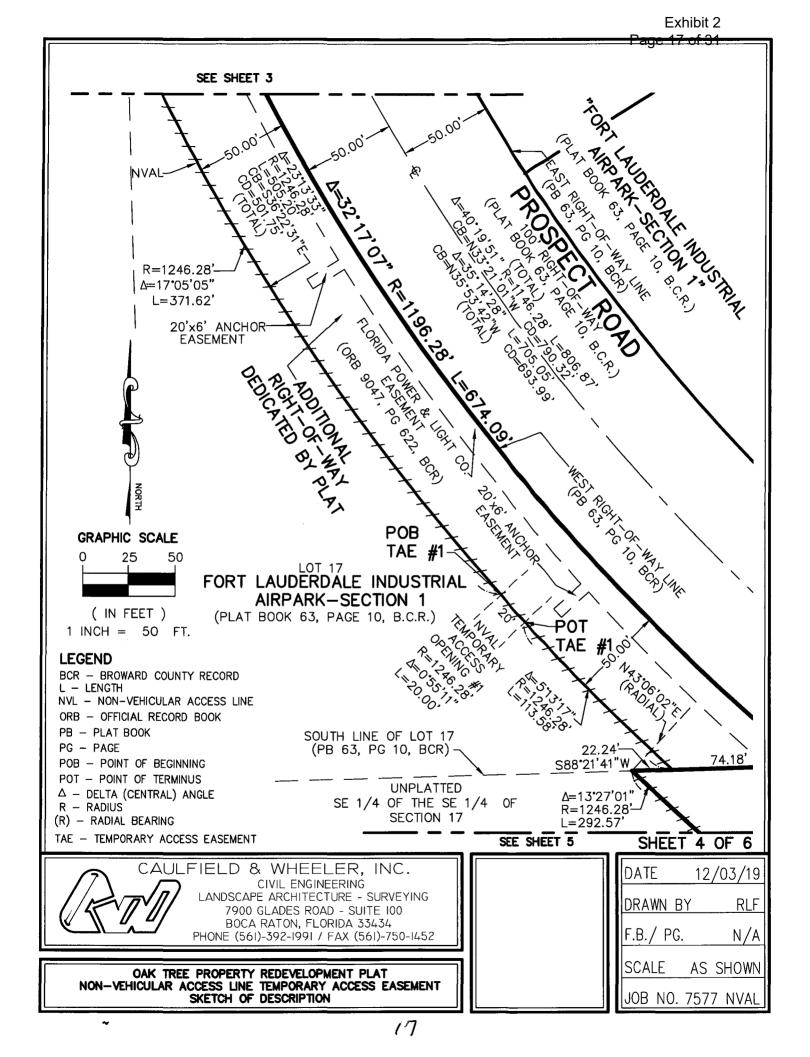
CERTIFICATE:

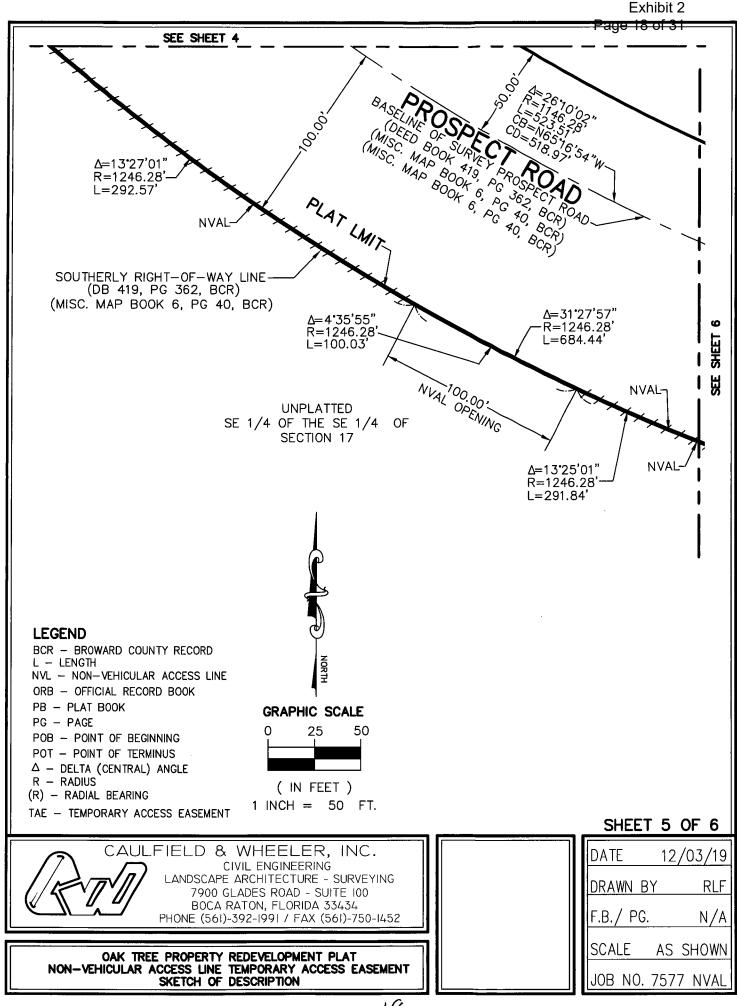
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 3, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J–17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 2 OF 6









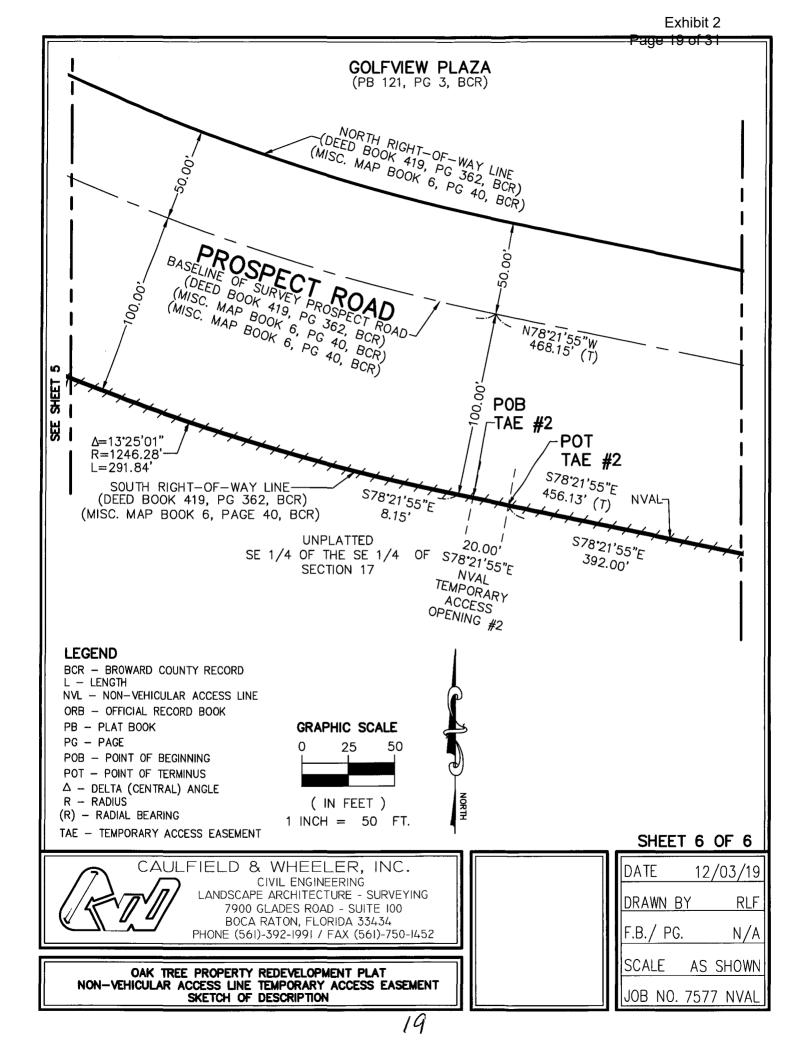


EXHIBIT "C"

(Legal Description of New Nonvehicular Access Line)

CAF#458 Revised 02/05/2015

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LEGAL DESCRIPTION:

ALL OF THAT CERTAIN NON-VEHICULAR ACCESS LINE BEING A PORTION OF PARCEL "B", GOLF-TAM VILLAGE, AS RECORDED IN PLAT BOOK 119, PAGE 18, TOGETHER WITH A PORTION PARCEL "A", OAK TREE PLAT, AS RECORDED IN PLAT BOOK 177, PAGE 5, TOGETHER WITH A PORTION LOT 17, FORT LAUDERDALE INDUSTRIAL AIRPARK-SECTION 1, PLAT, AS RECORDED IN PLAT BOOK 63, PAGE 10, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF SECTION 17, TOWNSHIP 49 SOUTH, RANGE 42 EAST, THE CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GOLF-TAM VILLAGE, AS RECORDED IN PLAT BOOK 119, PAGE 18 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA: THENCE N.8812'55"E. ALONG THE SOUTH LINE OF TAMARAC LAKES SOUTH. AS RECORDED IN PLAT BOOK 62, PAGE 24 OF SAID PUBLIC RECORDS, A DISTANCE OF 826.79 FEET TO POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PROSPECT ROAD, SAID RIGHT-OF-WAY LINE LYING 100.00 FEET WESTERLY OF AND CONCENTRIC TO THE CENTERLINE THEREOF, AS SHOWN ON SAID "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 1"; THENCE S.74'37'20"W., TO A POINT ON A LINE 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID TAMARAC LAKES SOUTH, A DISTANCE OF 127.65 FEET AND THE POINT OF BEGINNING # 1 OF SAID NON-VEHICULAR ACCESS LINE; THENCE N.88"12'55"E. ALONG A LINE 30.00 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID TAMARAC LAKES SOUTH, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A". OAK TREE PLAT: THENCE S.53"04'11"E. ALONG THE WEST RIGHT-OF-WAY LINE OF PROSPECT ROAD, AS SHOWN ON SAID OAK TREE PLAT, A DISTANCE OF 46.82 FEET TO A POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.74'57'20"E., A RADIAL DISTANCE OF 1,246.28 FEET: THENCE SOUTHERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE. THROUGH A CENTRAL ANGLE OF 09'43'05". A DISTANCE OF 211.38 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF LOT 17 OF SAID FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION 1; THENCE CONTINUE ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 1246.28 FEET AND A CENTRAL ANGLE OF 23'13'33"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 505.20 FEET TO THE POINT OF TERMINUS #1 OF SAID NON-VEHICULAR ACCESS LINE.

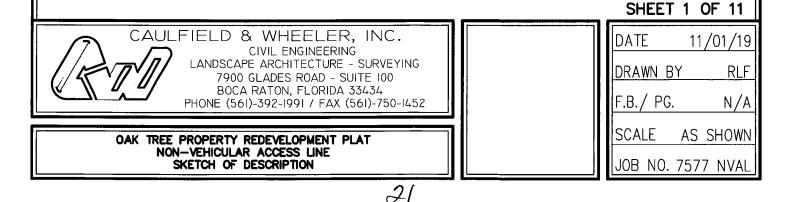
TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT OF TERMINUS #1; THENCE S.88'21'41"W. ALONG THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 22.24 FEET TO THE POINT OF NON TANGENCY WITH A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.43'06'02"E., A RADIAL DISTANCE OF 1,246.28 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF THE SOUTHERLY RIGHT-OF-WAY LINE OF PROSPECT ROAD, AS RECORDED IN DEED BOOK 419, PAGE 362 OF SAID PUBLIC RECORDS, THROUGH A CENTRAL ANGLE OF 13'27'01", A DISTANCE OF 292.57 FEET TO THE POINT OF TERMINUS #2 OF SAID NON-VEHICULAR ACCESS LINE.

TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT OF TERMINUS #2; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PROSPECT ROAD, AS RECORDED IN DEED BOOK 419, PAGE 362 OF SAID PUBLIC RECORDS, SAID CURVE TO THE LEFT HAVING A RADIUS OF 1246.28 FEET AND A CENTRAL ANGLE OF 04'35'55"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 100.03 FEET TO THE POINT OF BEGINNING #3 OF SAID NON-VEHICULAR ACCESS LINE; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PROSPECT ROAD, SAID CURVE TO THE LEFT HAVING A RADIUS OF 1246.28 FEET AND A CENTRAL OF PROSPECT ROAD, SAID CURVE TO THE LEFT HAVING A RADIUS OF 1246.28 FEET AND A CENTRAL ANGLE OF PROSPECT ROAD, SAID CURVE TO THE LEFT HAVING A RADIUS OF 1246.28 FEET AND A CENTRAL ANGLE OF 13'25'01"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 291.84 FEET; THENCE S.78'21'55"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 456.13 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, THENCE S.40'06'22"E., A DISTANCE OF 37.15 FEET; THENCE S.01'50'50"E., A DISTANCE OF 502.97 FEET TO THE POINT OF TERMINUS #3 OF SAID NON-VEHICULAR ACCESS LINE.

LEGAL DESCRIPTION: CONTINUED ON SHEET 2



LEGAL DESCRIPTION:

TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT OF TERMINUS #3; THENCE S.01'50'50"E., A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING #4 OF SAID NON-VEHICULAR ACCESS LINE; THENCE S.01'50'50"E., A DISTANCE OF 103.63 FEET; THENCE S.11'38'55"W., A DISTANCE OF 51.42 FEET; THENCE S.01'50'50"E., A DISTANCE OF 150.00 FEET; THENCE S.43'23'46"W., A DISTANCE OF 42.61 FEET; THENCE S.88'38'22"W., A DISTANCE OF 2865.10 FEET; THENCE N.46'21'38"W., A DISTANCE OF 5.00 FEET TO THE POINT OF TERMINUS #4 OF SAID NON-VEHICULAR ACCESS LINE.

TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT OF TERMINUS #4; THENCE S.88'38'22"W., A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING # 5 OF SAID NON-VEHICULAR ACCESS LINE; THENCE S.00'17'07"E., A DISTANCE OF 5.00 FEET; THENCE S.43'38'22"W., A DISTANCE OF 642.60 FEET TO THE POINT OF TERMINUS #5 OF SAID NON-VEHICULAR ACCESS LINE.

TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT OF TERMINUS #5; THENCE S.88'38'22"W., A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING #6 OF SAID NON-VEHICULAR ACCESS LINE; THENCE S.88'38'22"W., A DISTANCE OF 194.19 FEET TO THE POINT OF TERMINUS #6 OF SAID NON-VEHICULAR ACCESS LINE.

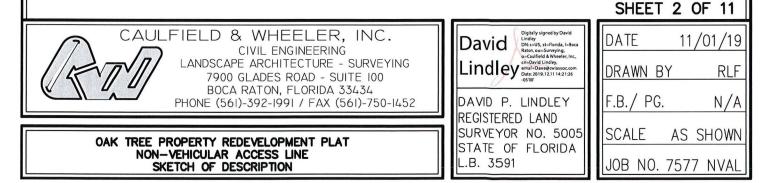
SAID NON-VEHICULAR ACCESS LINE SITUATE IN THE CITY OF OAKLAND PARK, BROWARD COUNTY, FLORIDA.

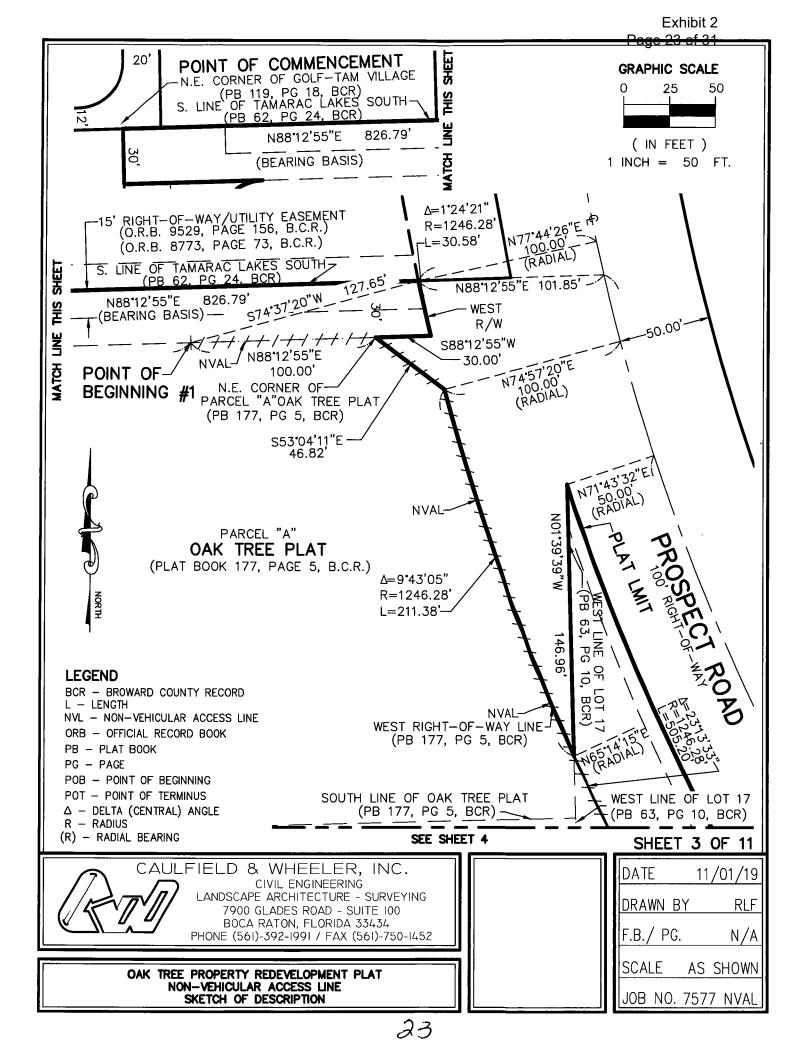
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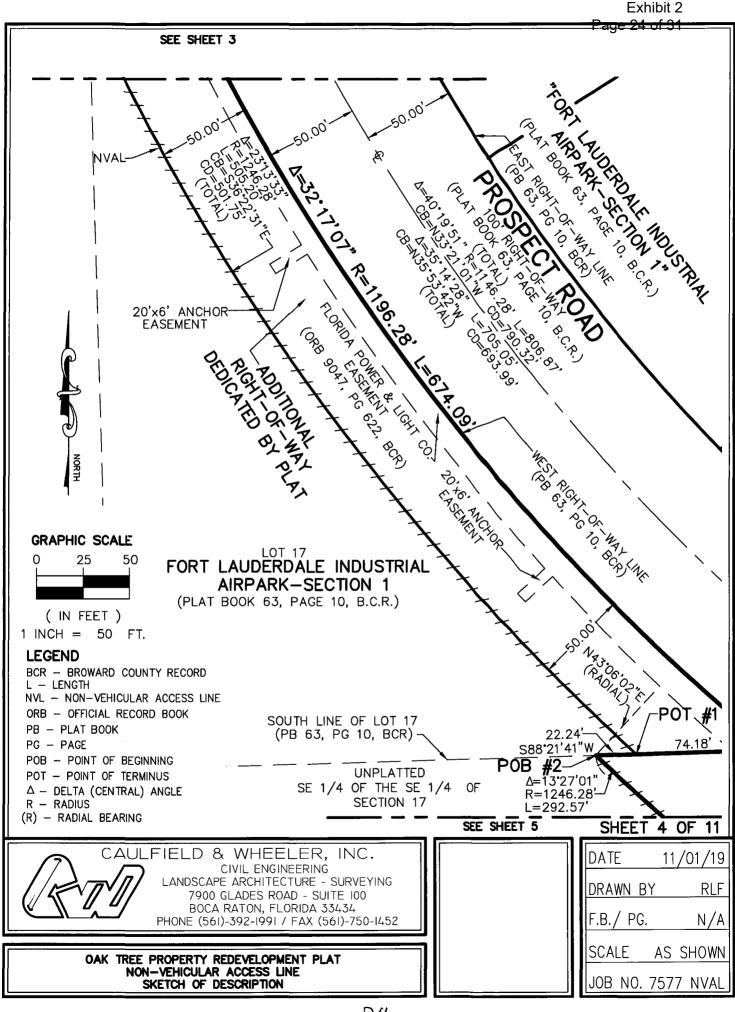
- 1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
- 2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
- 3. BEARINGS SHOWN HEREON ARE RELATIVE TO A PLAT BEARING OF N88"12'55"E ALONG THE SOUTH LINE OF TAMARAC LAKES SOUTH, AS RECORDED IN PLAT BOOK 62, PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
- 4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
- 5. THIS SKETCH AND LEGAL DEPICTS THE NON-VEHICULAR ACCESS LINE FOR THE OAKTREE PROPERTY PLAT AS APPROVED BY THE COUNTY COMMISSION ON DECEMBER 10, 2019 AND TEMPORARY OPENINGS APPROVED BY THE COUNTY COMMISSION ON <u>FEDMAL 11, 2020</u> THIS PLAT IS NOT YET RECORDED.

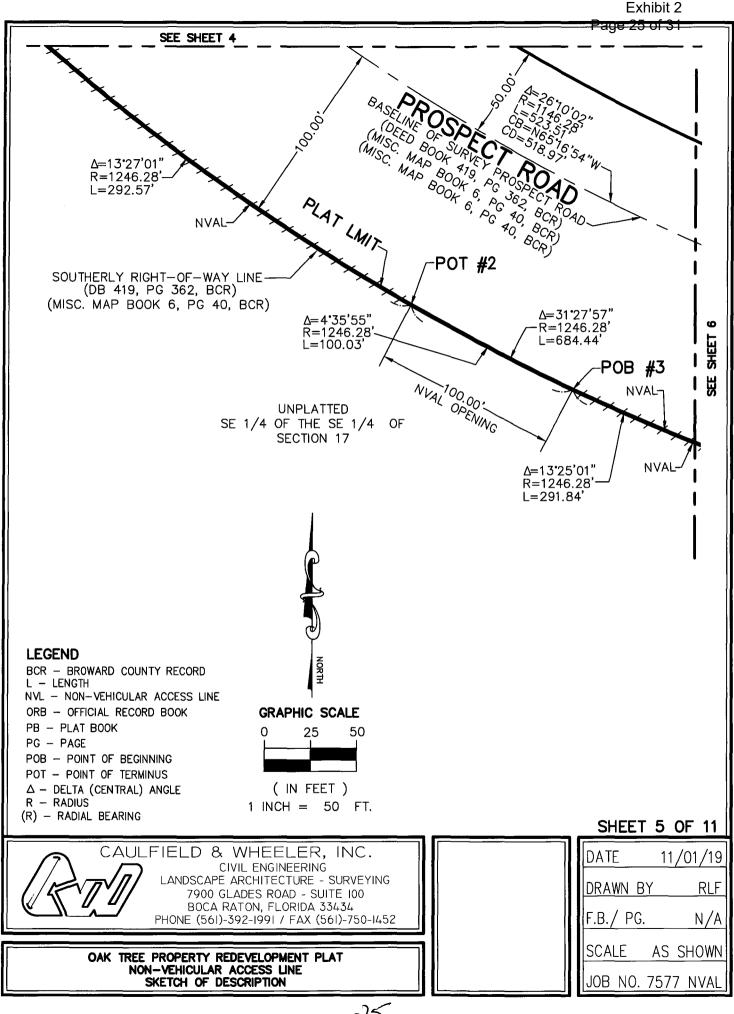
CERTIFICATE:

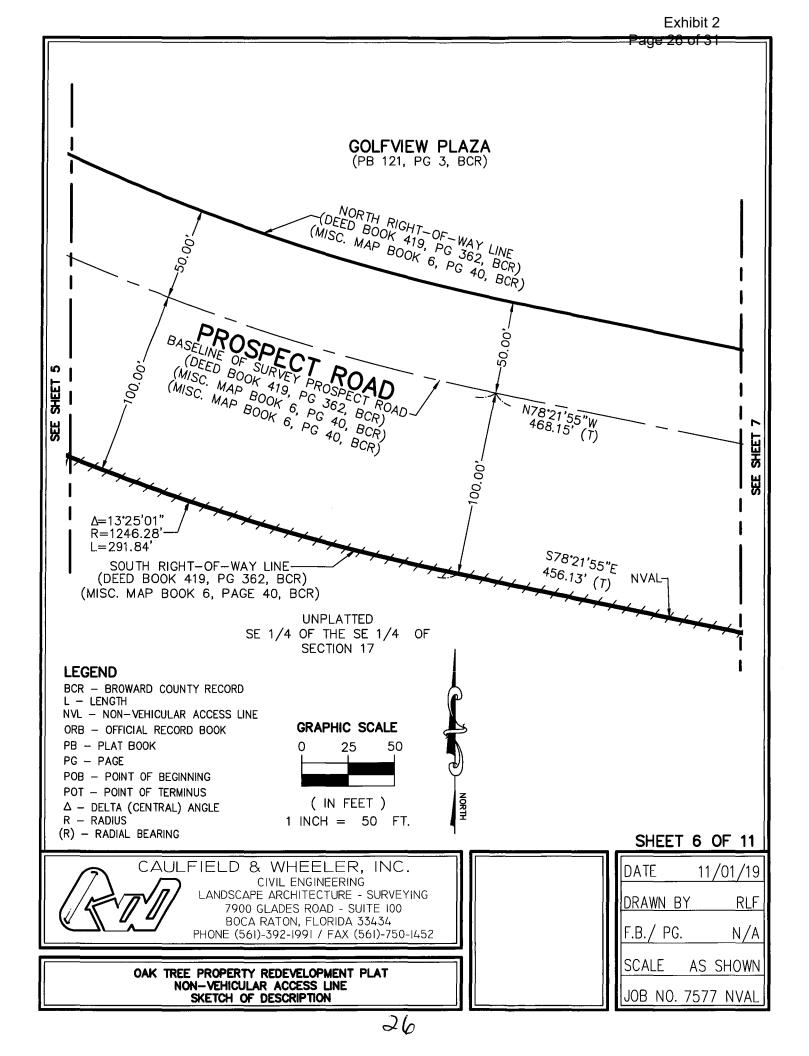
I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON OCTOBER 30, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J–17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

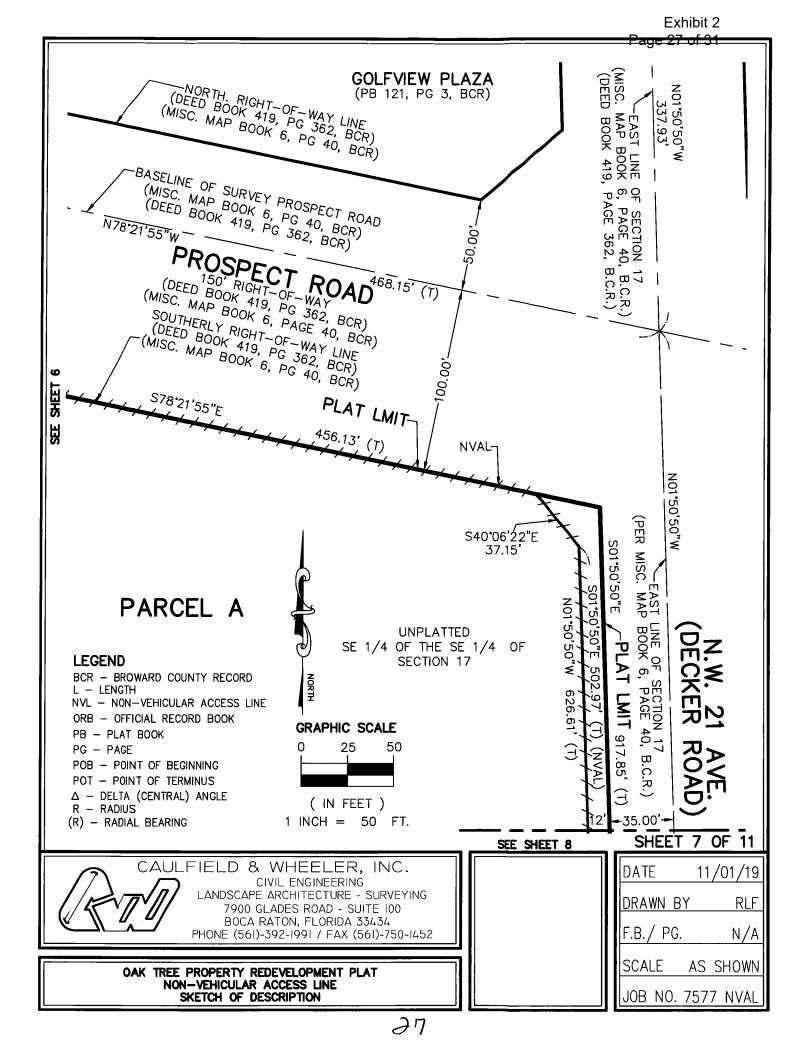












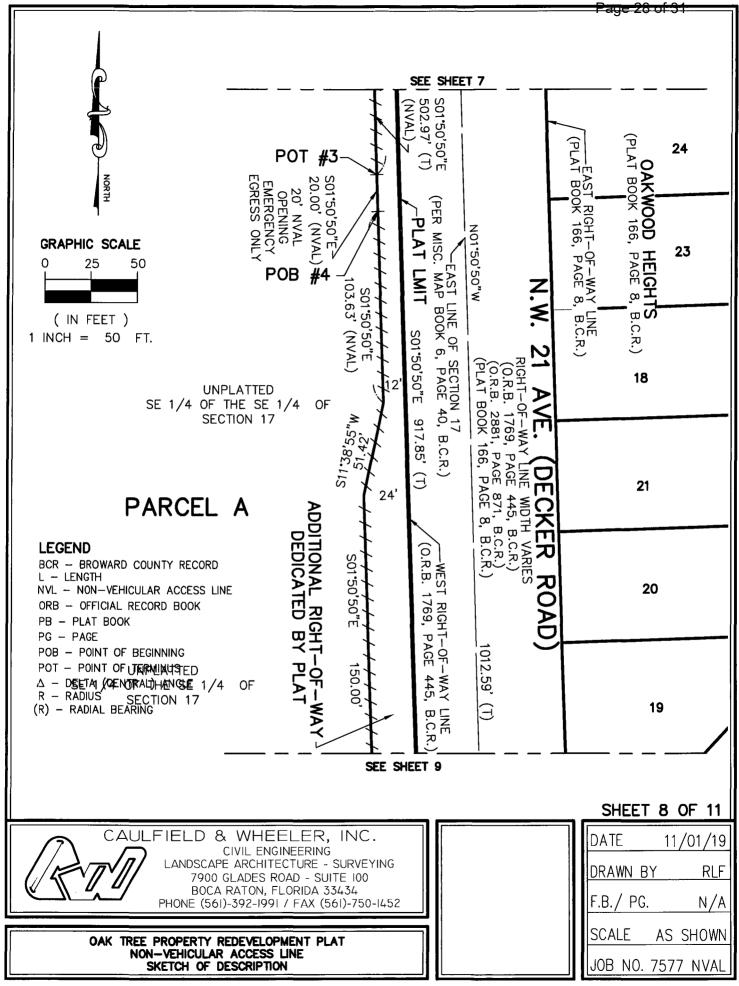


Exhibit 2

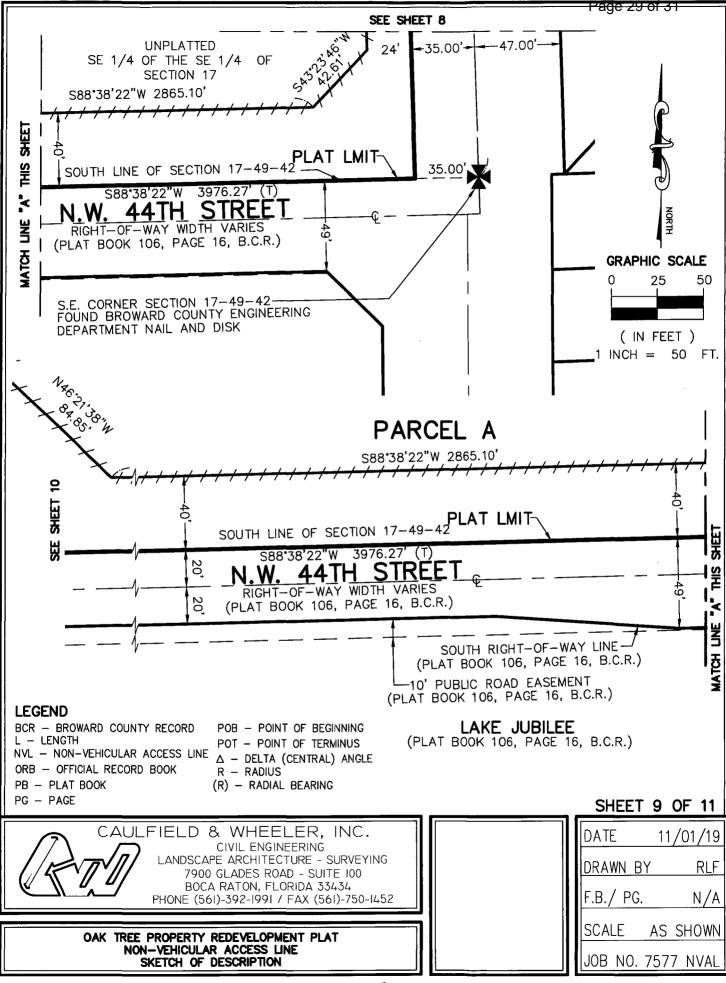


Exhibit 2



