

Return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

Prepared by:
Margarita Jaramillo
Broward County Water and Waste Water Services
2555 West Copans Road,
Pompano Beach, Florida 33068
and approved as to form by
Broward County Office of the County Attorney

Folio Number: 4842 22 58 0010

EASEMENT

THIS EASEMENT is given this 31st day of August, 2020, by P3 Group, LLC, a Florida limited liability company, whose address is 5913 NW 31st Ave, FORT LAUDERDALE FL 33309 ("Grantor"), to Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301 ("Grantee"):

(Wherever used herein the terms, "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires).

RECITALS

- A. Grantor is the fee simple owner of the Property, as defined in Section 2, located at 1645 NW 33rd St, Pompano Beach, FL 33064.
- B. Grantee desires an unrestricted and perpetual nonexclusive easement in, over, under, through, upon, and across a portion of the Property.
- C. Grantor is willing to grant such Easement, as specifically defined in Section 3, to Grantee.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby declare as follows:

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein.

2. **Description of Property.** Grantor is the fee simple owner of that certain real property, as more particularly described in the warranty deed recorded on 6/5/2006 in Official Records Book 42150, Page 811, page 1 of 3
the Public Records of Broward County, Florida ("Property").

3. **Grant of Easement.** Grantor hereby grants to Grantee an unrestricted and perpetual nonexclusive easement in, over, under, through, upon, and across a portion of the Property, as more particularly described in **Exhibit A** with the accompanying sketch of description attached hereto and made a part hereof ("Easement Area"), to construct, maintain, repair, install, and rebuild thereon water mains, wastewater gravity mains, wastewater force mains, reclaimed water mains, and/or any other water or wastewater facilities (collectively, "Water and Wastewater Facilities") for purposes of providing water supply service for domestic or other uses and collecting domestic or other kinds of wastewater to and from Grantor's Property and other properties which may or may not abut and be contiguous to the Easement Area ("Easement"). Grantee may exercise its rights hereunder by and through Grantee's employees, licensees, agents, independent contractors, successors and assigns.

4. **Grantor's Use of Easement Area.** Grantor has submitted to Grantee plans and drawings of all existing and proposed aboveground structures, improvements, asphalt, pavements, landscaping, walls, fences, underground piping, underground structures, duct banks, transformers, poles, retention areas, pavers, electric facilities, cables, and other utility facilities within the Easement Area, and has obtained Grantee's approval of the same. Except as permitted above, Grantor agrees that no obstructions that would preclude maintenance or improvement of Grantee's Water and Wastewater Facilities may be placed in the Easement Area by Grantor or any other easement holder without Grantee's consent.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument
on 2nd day of JULY, 2020.

Signed, sealed and delivered
in the presence of:

GRANTOR

Cynthia F. Best
Signature of Witness 1

P3 GROUP, LLC, a Florida limited liability company

Cynthia F. Best
Print Name of Witness 1

By: [Signature]
Print Name: Bernard Paul-Hus
Title: Manager

[Signature]
Signature of Witness 2

JACQUELINE WALTERS
Print Name of Witness 2

Approved as to form by the Office of the
Broward County Attorney

By: Christina A. Blythe
Digitally signed by Christina A. Blythe
Date: 2020.10.22 14:30:45 -04'00'
Christina Blythe
Assistant County Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization this 2 day of JULY, 2020, by Bernard Paul-Hus as Manager of P3 Group, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.

Notary Public
Signature: [Signature]
Print Name: Stephanie L. Jewell

State of Florida
My Commission Expires: May 1, 2020
Commission Number: GG 301568
(Notary Seal)



CONSENT AND JOINDER BY MORTGAGEE

The undersigned **BANKUNITED, N.A.**, as Mortgagee under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from **P3 GROUP, LLC, a Florida limited liability company**, dated September 10, 2010, recorded in Official Records Book 47367, at Page 275, as modified by that certain Mortgage Modification Agreement dated October 24, 2016, recorded in Official Records Instrument Number 114007651, and as further modified by Future Advance and Second Mortgage Modification Agreement dated November 7, 2018, recorded in Official Records Instrument Number 115435017, all of the Public Records of Broward County, Florida (collectively, the "Mortgage"), covering all/or a portion of the property described in the Easement (the "Easement") to which this Consent and Joinder by Mortgagee is attached, does hereby consent to and joins in the recording of said Easement and agrees that the terms thereof are and shall be binding upon the undersigned and its successors in title. Except only as expressly provided herein, this Consent and Joinder shall not in any way affect or diminish the rights, benefits and remedies of BankUnited, N.A., its successors or assigns, as set forth in the Mortgage. Nothing contained herein shall be construed to render BankUnited, N.A., or its successors or assigns responsible or liable for the performance of any of the covenants or undertakings of the Easement and none of the representations contained in the Easement shall be deemed to have been made by the BankUnited, N.A. or its successors or assigns.

IN WITNESS WHEREOF, these presents have been executed this 7th day of JULY, 2020.

Signed & sealed in our presence:

BANKUNITED, N.A.

Cynthia T. Bese
Witness Name: Cynthia Bese

By: Richard Thill
Print Name: RICHARD THILL
Title: SENIOR VICE PRESIDENT

Bain Laurent
Witness Name: Bain Laurent

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 7th day of JULY, 2020, by Richard Thill as Sr. Vice President of BankUnited, N.A., on behalf of the entity, who is personally known to me or produced FL DL T460-750-73 as identification.

201-0

(SEAL)



Donna Valentine
Notary Public, State of Florida

My Commission Expires: 11-01-2020

Exhibit A

DESCRIPTION:

A 20.00 FEET WIDE WATER LINE EASEMENT BEING A PORTION OF PARCEL "A", KAFIN PLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGES 60 AND 61, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A, KAFIN PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGE 60, OF THE PUBLIC BROWARD COUNTY FLORIDA; THENCE NORTH 89°35'03" EAST, ALONG THE SOUTH LINE OF SAID PARCEL A, A DISTANCE OF 44.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°16'02" EAST, A DISTANCE OF 52.07 FEET; THENCE NORTH 40°57'55" EAST, A DISTANCE OF 29.47 FEET; THENCE NORTH 89°20'23" EAST, A DISTANCE OF 79.85 FEET; THENCE SOUTH 89°40'27" EAST, A DISTANCE OF 37.12 FEET; THENCE NORTH 01°22'03" EAST, A DISTANCE OF 15.45 FEET; THENCE SOUTH 88°37'58" WEST, A DISTANCE OF 32.45 FEET; THENCE NORTH 01°22'03" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°37'58" EAST, A DISTANCE OF 32.39 FEET; THENCE NORTH 01°08'17" WEST, A DISTANCE OF 90.10 FEET; THENCE NORTH 89°25'09" EAST, A DISTANCE OF 11.02 FEET; THENCE NORTH 00°00'01" WEST, A DISTANCE OF 43.09 FEET; THENCE NORTH 88°26'16" WEST, A DISTANCE OF 42.22 FEET; THENCE NORTH 01°33'44" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°26'16" EAST, A DISTANCE OF 41.68 FEET; THENCE NORTH 00°00'01" WEST, A DISTANCE OF 20.51 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 72.00 FEET; THENCE SOUTH 00°01'11" EAST, A DISTANCE OF 84.85 FEET; THENCE SOUTH 00°10'20" EAST, A DISTANCE OF 178.78 FEET; THENCE SOUTH 13°24'27" WEST, A DISTANCE OF 17.99 FEET, THENCE SOUTH 01°22'03" WEST, A DISTANCE OF 1.33 FEET TO NORTH LINE OF SAID N.W. 33RD STREET; THENCE SOUTH 89°35'03" WEST ALONG NORTH LINE OF SAID N.W. 33RD STREET, A DISTANCE OF 20.01 FEET; THENCE NORTH 01°22'03" EAST, A DISTANCE OF 4.06 FEET; THENCE NORTH 13°24'27" EAST, A DISTANCE OF 17.72 FEET; THENCE NORTH 00°10'20" WEST, A DISTANCE OF 156.92 FEET; THENCE NORTH 00°01'11" WEST, A DISTANCE OF 84.39 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 52.00 FEET; THENCE SOUTH 00°00'01" EAST, A DISTANCE OF 83.40 FEET; THENCE SOUTH 89°25'09" WEST, A DISTANCE OF 11.41 FEET; THENCE SOUTH 01°08'17" EAST, A DISTANCE OF 58.78 FEET; THENCE SOUTH 01°22'03" WEST, A DISTANCE OF 67.08 FEET; THENCE SOUTH 89°40'27" WEST, A DISTANCE OF 56.59 FEET; THENCE SOUTH 89°20'23" WEST, A DISTANCE OF 70.70 FEET; THENCE SOUTH 40°57'55" WEST, A DISTANCE OF 13.27 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 44.27 FEET TO THE SOUTH LINE OF SAID PARCEL A, OF SAID PLAT; THENCE SOUTH 89°35'03" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING

SAID LANDS LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 16,801 SQUARE FEET (0.386 ACRE), MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND 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 18, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

Jeffrey R.
Wagner

JEFFREY R. WAGNER
REGISTERED LAND
SURVEYOR NO. 5302
STATE OF FLORIDA
I R 3591

SHEET 1 OF 3



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

PARCEL "A", KAFIN PLAT
WATER EASEMENT
SKETCH AND DESCRIPTION

DATE	6/22/20
DRAWN BY	TW
F.B./ PG.	ELEC.
SCALE	NONE
JOB NO.	8203

Exhibit A

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT AN ORIGINAL SIGNATURE AND SEALED WITH A SURVEYOR'S SEAL.
2. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF PARCEL A, SOUTH 89°35'03" WEST.

LEGEND:

- O.R.B. - OFFICIAL RECORDS BOOK
- P.B. - PLAT BOOK
- PGS. - PAGES
- B.C.R. - BROWARD COUNTY RECORDS
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT

SHEET 2 OF 3



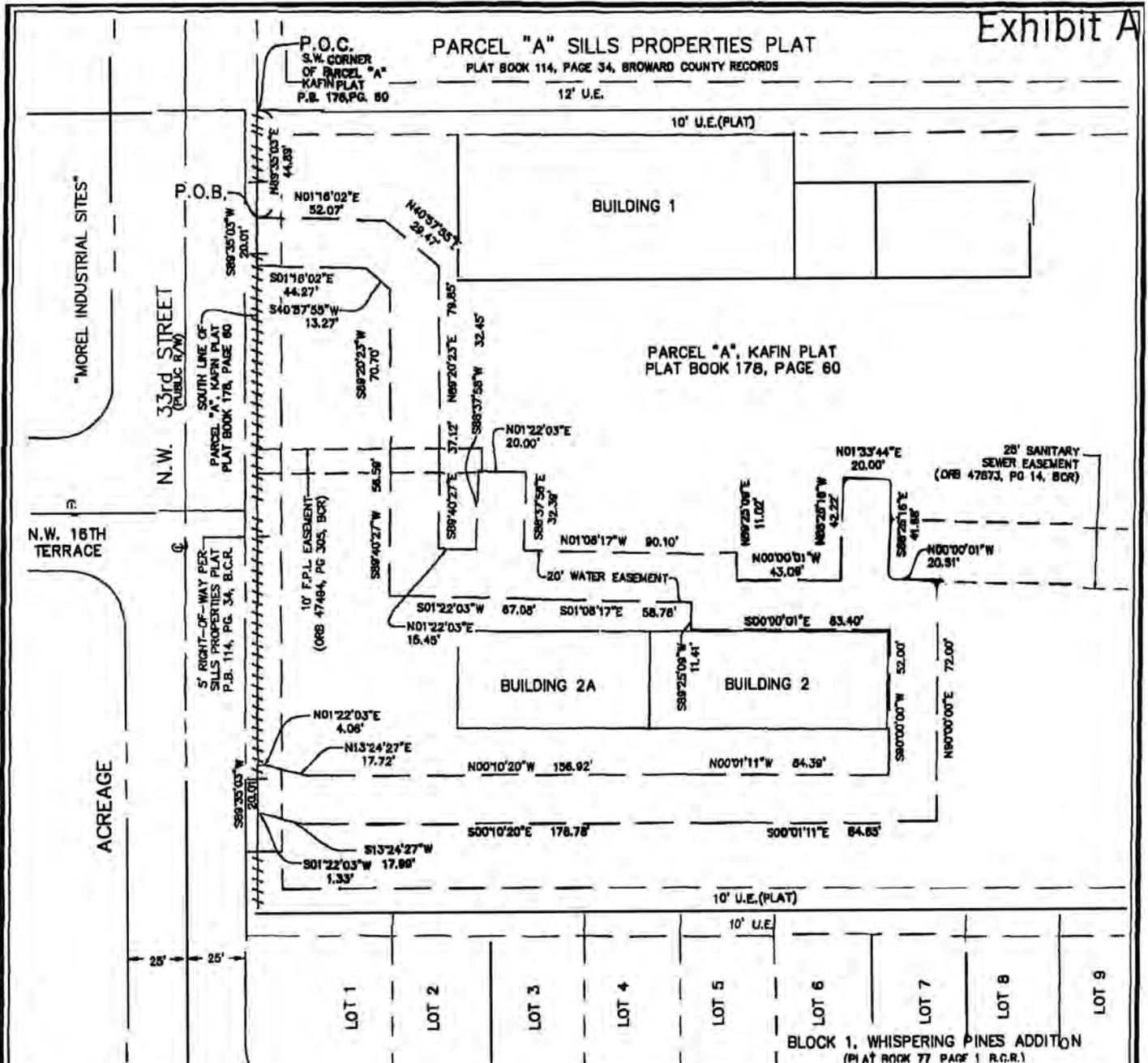
CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

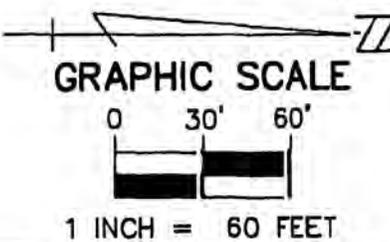
PARCEL "A", KAFIN PLAT
WATER EASEMENT
SKETCH AND DESCRIPTION

DATE	6/22/20
DRAWN BY	TW
F.B./ PG.	ELEC.
SCALE	NONE
JOB NO.	8203

Exhibit A

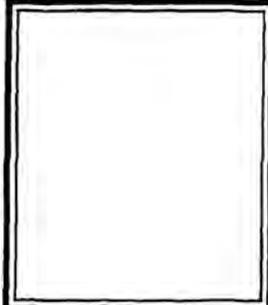


LEGEND:
O.R.B. - OFFICIAL RECORDS BOOK
P.B. - PLAT BOOK
PGS. - PAGES
B.C.R. - BROWARD COUNTY RECORDS
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT



SHEET 3 OF 3

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	6/22/20
DRAWN BY	TW
F.B./ PG.	ELEC.
SCALE	NONE
JOB NO.	8203

**PARCEL "A", KAFIN PLAT
WATER EASEMENT
SKETCH AND DESCRIPTION**

Broward County Land Development Code - Section 5-189(c)(3)
Florida Statutes Chapter 177

To: Broward County Board of County Commissioners

With the understanding that this Opinion of Title is being furnished to and relied upon by the Broward County Board of County Commissioners as an inducement for acceptance of an Easement, a copy of which is attached hereto and made a part hereof as **Exhibit "A"**, relating to the real property described therein (the "Easement Property"), it is certified that we have examined that certain Property Information Report prepared by Fidelity National Title Insurance Company under File Number 8474375 (the "Title Report") constituting a search of the Public Records of Broward County, Florida from the Earliest Public Records, to August 3, 2020 at 11:00 p.m. (the "Property Report Date") a copy of which is attached hereto and made a part hereof as **Exhibit "B"**, of the real property described in the Title Report (the "Property") of which the Easement Property is a part, and such other additional information as may be necessary to deliver this Opinion to the Broward County Board of County Commissioners.

Based upon on the Title Report, and review of such other additional information as may be necessary to deliver this Opinion of Title to the Broward County Board of County Commissioners, we are of the opinion that on the Property Report Date, the fee simple title to the Property was vested in:

P3 Group, LLC, a Florida limited liability company (the "Owner"), by virtue of that Warranty Deed recorded in Official Records Book 42150, Page 811 of the Public Records of Broward County, Florida.

As of the Property Report Date, the Property is subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:**

<u>INSTRUMENT</u>	<u>FILED</u>	<u>BOOK/PAGE</u>
a) MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING	September 10, 2010	47367/275
b) UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM	September 10, 2010	47367/295
c) CONTINUATION UCC FINANCING STATEMENT AMENDMENT	May 6, 2015	#112972512
d) MORTGAGE MODIFICATION AGREEMENT	October 26, 2016	#114007651

- | | | |
|--|------------------|------------|
| e) FUTURE ADVANCE AND SECOND MORTGAGE MODIFICATION AGREEMENT | November 7, 2018 | #115435017 |
| f) CONTINUATION OF UCC FINANCING STATEMENT | July 31, 2020 | #116642058 |

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS, AND JUDGMENTS.**

NONE

3. **GENERAL EXCEPTIONS:**

- a) Taxes and assessments for the year 2020 and subsequent years.
- b) Easements, claims of easements, boundary line disputes, overlaps, encroachments, violations (including setback line violations), variation, adverse circumstance or other matters not shown by the public records which would be disclosed by an accurate survey of the Property.
- c) Rights or claims of parties in possession not shown by the public records.
- d) Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
- e) Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
- f) Taxes or assessments which are not shown as existing liens in the public records.
- g) Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
- h) Any lien provided by county ordinance or by Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the Property or service facilities.
- i) Zoning and other restrictions imposed by governmental or quasi-governmental authority.
- j) Any outstanding assessments in favor of Broward County, Florida, any special taxing district and any municipality.
- k) Any encumbrances not shown by the public records or excepted from the Title Report.

- l) Any defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching to the Property subsequent to the Property Report Date.

4. **SPECIAL EXCEPTIONS:**

THE FOLLOWING ITEMS ARE ADDITIONAL DOCUMENTS AFFECTING THE PROPERTY

<u>INSTRUMENT</u>	<u>FILED</u>	<u>BOOK/PAGE</u>
a) PLAT	November 3, 2008	PB 170/60
b) EASEMENT	October 26, 1954	231/408
c) EASEMENT	June 6, 1956	652/187
d) RESOLUTION ADOPTING ZONING AND BUILDING REGULATIONS	August 9, 1957	994/47
e) BILL OF SALE ABSOLUTE	April 25, 2011	47873/12
f) EASEMENT	April 25, 2011	47873/14
g) ORDER	November 27, 2017	114739998
h) RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT	January 16, 2019	#115557883

NOTE: All recording references in this Opinion of Title refer to the Public Records of Broward County unless otherwise stated. Copies of the foregoing Special Exceptions are attached hereto and made a part hereof as **Exhibit "C"**.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

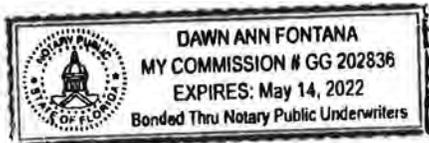
Respectfully submitted this 13 day of August, 2020.

Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
200 East Las Olas Boulevard, Penthouse A
Fort Lauderdale, Florida 33301

By: WBM
William B. Mason
Florida Bar No. 75919
Telephone: (954) 462-9581

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 13 day of August, 2020 by William B. Mason, who is personally known to me.



Dawn Ann Fontana
Notary Public, State of Florida
Print Name: Dawn Ann Fontana

Exhibit "A"

Easement

Return to:
Broward County Real Property Section
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301

Prepared by:
Margarita Jaramillo
Broward County Water and Waste Water Services
2555 West Copans Road,
Pompano Beach, Florida 33068
and approved as to form by
Broward County Office of the County Attorney

Folio Number: 48 42 2258 0010

EASEMENT

THIS EASEMENT is given this ____ day of _____, 20__20__, by
P3 Group, LLC, a Florida limited liability company, whose address is 5913 NW 31st Ave,
FORT LAUDERDALE FL 33309 ("Grantor"), to Broward County, a political subdivision of
the State of Florida, whose address is 115 South Andrews Avenue, Room 423, Fort
Lauderdale, Florida 33301 ("Grantee"):

(Wherever used herein the terms, "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations wherever the context so admits or requires).

RECITALS

- A. Grantor is the fee simple owner of the Property, as defined in Section 2, located at 1645 NW 33rd St. Pompano Beach, FL 33064.
- B. Grantee desires an unrestricted and perpetual nonexclusive easement in, over, under, through, upon, and across a portion of the Property.
- C. Grantor is willing to grant such Easement, as specifically defined in Section 3, to Grantee.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions contained herein, and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby declare as follows:

1. **Recitals.** The recitals set forth above are true, accurate, and fully incorporated by reference herein.

EXHIBIT "A"

2. **Description of Property.** Grantor is the fee simple owner of that certain real property, as more particularly described in the _____ warranty deed recorded on 6/5/2006 in Official Records Book 42150, Page 811, page 1 of 3 _____ the Public Records of Broward County, Florida ("Property").

3. **Grant of Easement.** Grantor hereby grants to Grantee an unrestricted and perpetual nonexclusive easement in, over, under, through, upon, and across a portion of the Property, as more particularly described in Exhibit A with the accompanying sketch of description attached hereto and made a part hereof ("Easement Area"), to construct, maintain, repair, install, and rebuild thereon water mains, wastewater gravity mains, wastewater force mains, reclaimed water mains, and/or any other water or wastewater facilities (collectively, "Water and Wastewater Facilities") for purposes of providing water supply service for domestic or other uses and collecting domestic or other kinds of wastewater to and from Grantor's Property and other properties which may or may not abut and be contiguous to the Easement Area ("Easement"). Grantee may exercise its rights hereunder by and through Grantee's employees, licensees, agents, independent contractors, successors and assigns.

4. **Grantor's Use of Easement Area.** Grantor has submitted to Grantee plans and drawings of all existing and proposed aboveground structures, improvements, asphalt, pavements, landscaping, walls, fences, underground piping, underground structures, duct banks, transformers, poles, retention areas, pavers, electric facilities, cables, and other utility facilities within the Easement Area, and has obtained Grantee's approval of the same. Except as permitted above, Grantor agrees that no obstructions that would preclude maintenance or improvement of Grantee's Water and Wastewater Facilities may be placed in the Easement Area by Grantor or any other easement holder without Grantee's consent.

[Signatures on Following Pages]

EXHIBIT "A"

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument
on 2nd day of JULY, 2020.

Signed, sealed and delivered
in the presence of:

GRANTOR

Cynthia F. Best
Signature of Witness 1

P3 GROUP, LLC, a Florida limited liability company

Cynthia F. Best
Print Name of Witness 1

By: [Signature]
Print Name: Bernard Paul-Hus
Title: Manager

[Signature]
Signature of Witness 2

JACQUELINE WALTERS
Print Name of Witness 2

Approved as to form by the Office of the
Broward County Attorney

By: Christina A. Blythe Digitally signed by Christina A. Blythe
Date: 2020.10.22 14:30:18 -04'00'
Christina Blythe
Assistant County Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me before me by means of physical presence or online notarization this 2 day of July, 2020, by Bernard Paul-Hus as Manager of P3 Group, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.

Notary Public
Signature: [Signature]
Print Name: Stephanie L. Jewell

State of Florida
My Commission Expires: May 1, 2020
Commission Number: GG 301568
(Notary Seal)



EXHIBIT "A"

CONSENT AND JOINDER BY MORTGAGEE

The undersigned **BANKUNITED, N.A.**, as Mortgagee under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from **P3 GROUP, LLC, a Florida limited liability company**, dated September 10, 2010, recorded in Official Records Book 47367, at Page 275, as modified by that certain Mortgage Modification Agreement dated October 24, 2016, recorded in Official Records Instrument Number 114007651, and as further modified by Future Advance and Second Mortgage Modification Agreement dated November 7, 2018, recorded in Official Records Instrument Number 115435017, all of the Public Records of Broward County, Florida (collectively, the "Mortgage"), covering all/or a portion of the property described in the Easement (the "Easement") to which this Consent and Joinder by Mortgagee is attached, does hereby consent to and joins in the recording of said Easement and agrees that the terms thereof are and shall be binding upon the undersigned and its successors in title. Except only as expressly provided herein, this Consent and Joinder shall not in any way affect or diminish the rights, benefits and remedies of BankUnited, N.A., its successors or assigns, as set forth in the Mortgage. Nothing contained herein shall be construed to render BankUnited, N.A., or its successors or assigns responsible or liable for the performance of any of the covenants or undertakings of the Easement and none of the representations contained in the Easement shall be deemed to have been made by the BankUnited, N.A. or its successors or assigns.

IN WITNESS WHEREOF, these presents have been executed this 7th day of JULY, 2020.

Signed & sealed in our presence:

BANKUNITED, N.A.

Cynthia Bose
Witness Name: Cynthia Bose

By: Richard Thill
Print Name: RICHARD THILL
Title: SENIOR VICE PRESIDENT

Brian Laurent
Witness Name: Brian Laurent

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 7th day of July, 2020, by Richard Thill as Sr. Vice President of BankUnited, N.A., on behalf of the entity, who is personally known to me or produced FL DL T 460.750.73 as identification.

201-0



Donna Valente
Notary Public, State of Florida

My Commission Expires: 11-01-2020

Exhibit A

DESCRIPTION:

A 20.00 FEET WIDE WATER LINE EASEMENT BEING A PORTION OF PARCEL "A", KAFIN PLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGES 60 AND 61, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A, KAFIN PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGE 60, OF THE PUBLIC BROWARD COUNTY FLORIDA; THENCE NORTH 89°35'03" EAST, ALONG THE SOUTH LINE OF SAID PARCEL A, A DISTANCE OF 44.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°16'02" EAST, A DISTANCE OF 52.07 FEET; THENCE NORTH 40°57'55" EAST, A DISTANCE OF 29.47 FEET; THENCE NORTH 89°20'23" EAST, A DISTANCE OF 79.85 FEET; THENCE SOUTH 89°40'27" EAST, A DISTANCE OF 37.12 FEET; THENCE NORTH 01°22'03" EAST, A DISTANCE OF 15.45 FEET; THENCE SOUTH 88°37'58" WEST, A DISTANCE OF 32.45 FEET; THENCE NORTH 01°22'03" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°37'58" EAST, A DISTANCE OF 32.39 FEET; THENCE NORTH 01°08'17" WEST, A DISTANCE OF 90.10 FEET; THENCE NORTH 89°25'09" EAST, A DISTANCE OF 11.02 FEET; THENCE NORTH 00°00'01" WEST, A DISTANCE OF 43.09 FEET; THENCE NORTH 88°26'16" WEST, A DISTANCE OF 42.22 FEET; THENCE NORTH 01°33'44" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°26'16" EAST, A DISTANCE OF 41.68 FEET; THENCE NORTH 00°00'01" WEST, A DISTANCE OF 20.51 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 72.00 FEET; THENCE SOUTH 00°01'11" EAST, A DISTANCE OF 84.85 FEET; THENCE SOUTH 00°10'20" EAST, A DISTANCE OF 178.78 FEET; THENCE SOUTH 13°24'27" WEST, A DISTANCE OF 17.99 FEET, THENCE SOUTH 01°22'03" WEST, A DISTANCE OF 1.33 FEET TO NORTH LINE OF SAID N.W. 33RD STREET; THENCE SOUTH 89°35'03" WEST ALONG NORTH LINE OF SAID N.W. 33RD STREET, A DISTANCE OF 20.01 FEET; THENCE NORTH 01°22'03" EAST, A DISTANCE OF 4.06 FEET; THENCE NORTH 13°24'27" EAST, A DISTANCE OF 17.72 FEET; THENCE NORTH 00°10'20" WEST, A DISTANCE OF 158.92 FEET; THENCE NORTH 00°01'11" WEST, A DISTANCE OF 84.39 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 52.00 FEET; THENCE SOUTH 00°00'01" EAST, A DISTANCE OF 83.40 FEET; THENCE SOUTH 89°25'09" WEST, A DISTANCE OF 11.41 FEET; THENCE SOUTH 01°08'17" EAST, A DISTANCE OF 58.78 FEET; THENCE SOUTH 01°22'03" WEST, A DISTANCE OF 67.08 FEET; THENCE SOUTH 89°40'27" WEST, A DISTANCE OF 56.59 FEET; THENCE SOUTH 89°20'23" WEST, A DISTANCE OF 70.70 FEET; THENCE SOUTH 40°57'55" WEST, A DISTANCE OF 13.27 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 44.27 FEET TO THE SOUTH LINE OF SAID PARCEL A, OF SAID PLAT; THENCE SOUTH 89°35'03" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING

SAID LANDS LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 16,801 SQUARE FEET (0.386 ACRE), MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND 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 18, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

Jeffrey R. Wagner

JEFFREY R. WAGNER
REGISTERED LAND
SURVEYOR NO. 5302
STATE OF FLORIDA
L.B. 3591

SHEET 1 OF 3



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

PARCEL "A", KAFIN PLAT
WATER EASEMENT
SKETCH AND DESCRIPTION

DATE	6/22/20
DRAWN BY	TW
F.B. / PG.	ELEC.
SCALE	NONE
JOB NO.	8203

Exhibit A

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT AN ORIGINAL SIGNATURE AND SEALED WITH A SURVEYOR'S SEAL.
2. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF PARCEL A, SOUTH 89°35'03" WEST.

LEGEND:

- O.R.B. - OFFICIAL RECORDS BOOK
- P.B. - PLAT BOOK
- PGS. - PAGES
- B.C.R. - BROWARD COUNTY RECORDS
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT

SHEET 2 OF 3



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

PARCEL "A", KAFIN PLAT
WATER EASEMENT
SKETCH AND DESCRIPTION

DATE 6/22/20

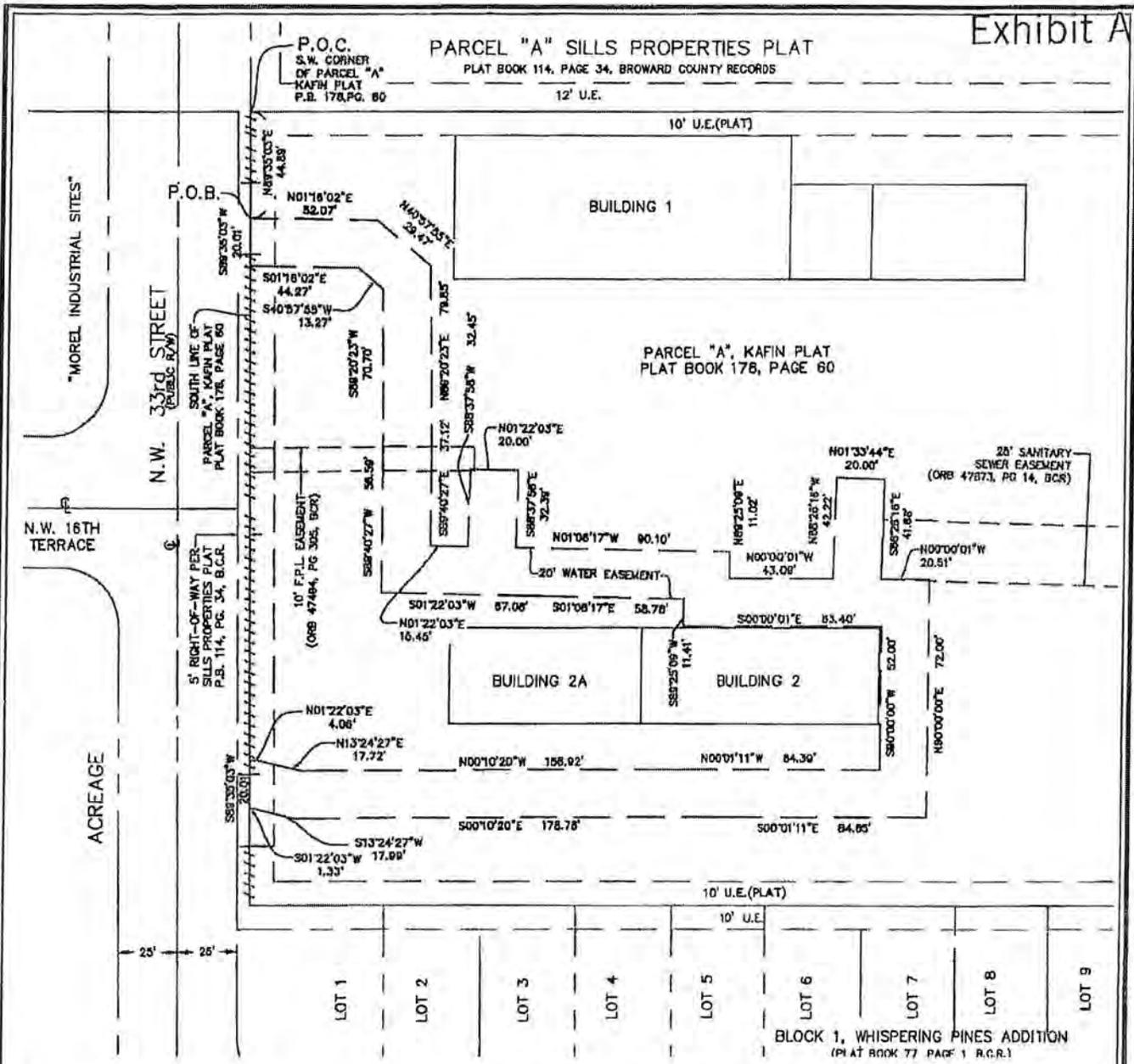
DRAWN BY TW

F.B./ PG. ELEC.

SCALE NONE

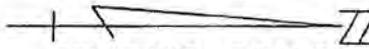
JOB NO. 8203

Exhibit A



LEGEND:

- O.R.B. - OFFICIAL RECORDS BOOK
- P.B. - PLAT BOOK
- PGS. - PAGES
- B.C.R. - BROWARD COUNTY RECORDS
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT



GRAPHIC SCALE



1 INCH = 60 FEET

SHEET 3 OF 3



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

**PARCEL "A", KAFIN PLAT
WATER EASEMENT
SKETCH AND DESCRIPTION**

DATE	6/22/20
DRAWN BY	TW
F.B./ PG.	ELEC.
SCALE	NONE
JOB NO.	8203

Exhibit "B"

Title Report

FIDELITY NATIONAL TITLE INSURANCE COMPANY

13800 NW 14th Street, Suite 190, Sunrise, Florida 33323

PROPERTY INFORMATION REPORT

File Number: 8474375 2nd Update Reference: 44643.0001

Provided for: Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
Attention: Dawn Fontana
New River Center, 200 East Las Olas Boulevard
21st Floor (PH A)
Ft. Lauderdale, Florida 33301

FIDELITY NATIONAL TITLE INSURANCE COMPANY does hereby certify that a search of the Public Records of Broward County, Florida from the Earliest Public Records through August 3, 2020 at 11:00 p.m. on the land described:

PARCEL ONE:

The East ½ of the East ½ of the Southwest ¼ of the Northeast ¼ of the Northwest ¼ of Section 22, Township 48 South, Range 42 East, Broward County, Florida. LESS the South 25 feet for Road Right-of-Way.

PARCEL TWO:

The West ½ of the West ½ of the Southeast ¼ of the Northeast ¼ of the Northwest ¼ of Section 22, Township 48 South, Range 42 East, Broward County, Florida. LESS the North 170 feet of the South 195 feet, and except the West 25 feet and the South 25 feet of Road Right-of-Way.

PARCEL THREE:

The South 195 feet of the West ½ of the West ½ of the Southeast ¼ of the Northeast ¼ of the Northwest ¼ of Section 22, Township 48 South, Range 42 East, Broward County, Florida. LESS the South 30 feet and the West 25 feet for Road Right-of-Way.

PARCEL FOUR:

All that part of Tract 26 of an unrecorded Sales Plat of POMPANO FARMS being more particularly described as follows:

The West 25 feet of the West ½ of the West ½ of the Southeast ¼ of the Northeast ¼ of the Northwest ¼ of Section 22, Township 48 South, Range 42 East, Broward County, Florida. Less the South 25 feet thereof.

THE ABOVE REFERENCED PARCELS COLLECTIVELY ALSO KNOWN AS:

The East ½ of the East ½ of the Southwest ¼ of the Northeast ¼ of the Northwest ¼ of Section 22, Township 48 South, Range 42 East, Broward County, Florida. LESS the South 25 feet for Road Right-of-Way.

CERTIFICATE OF SEARCH
FILE NUMBER: 8474375 2nd Update
PAGE 2

Together With:

The West ½ of the West ½ of the Southeast ¼ of the Northeast ¼ of the Northwest ¼ of Section 22, Township 48 South, Range 42 East, Broward County, Florida. LESS the South 30 feet for Road Right-of-Way.

BEING ALSO DESCRIBED AS FOLLOWS:

Tract 25 of an unrecorded Sales Plat of POMPANO FARMS, legally described as:

The East ½ of the East ½ of the Southwest ¼ of the Northeast ¼ of the Northwest ¼, less the South 25 feet;
AND

Tract 26 of an unrecorded Sales Plat of POMPANO FARMS, legally described as:

The West ½ of the West ½ of the Southeast ¼ of the Northeast ¼ of the Northwest ¼, less the South 25 feet
And less the West 25 feet; all in Section 22, Township 48 South, Range 42 East, lying and being In Broward County, Florida.

ALL OF THE ABOVE NOW KNOWN AS:

All of KAFIN PLAT, according to the Plat thereof, as recorded in Plat Book 178, Page 60, of the Public Records of Broward County, Florida.

Folio No. 4842 22 58 0010

That record title to the land as described and shown on the above description is as follows:

Deed filed May 21, 1935, recorded in Deed Book 260, Page 57, from Model Land Company, to James Corruth and Maria Corruth, his wife.

Special Warranty Deed filed February 9, 1940, recorded in Deed Book 348, Page 544, from Fleming Bomar, as Special Master Chancery, to Model Land Company, a Florida corporation.

Deed 7858 filed December 5, 1944, recorded in Deed Book 464, Page 81, from Model Land Company, to Frank E. Hunt and Phoebe E. Hunt, husband and wife.

Warranty Deed filed May 29, 1948, recorded in Deed Book 628, Page 229, from Frank E. Hunt and Phoebe E. Hunt, his wife, to Leland M. Heinemann and Lydia E. Heinemann, his wife.

Warranty Deed filed February 8, 1949, recorded in Deed Book 651, Page 519, from Leland M. Heinemann, also known as L. M. Heinemann, and Lydia E. Heinemann, his wife, to David A. Moore and Inez Oliver Moore, his wife.

Warranty Deed filed November 18, 1953, recorded in Official Records Book 59, Page 503, from David A. Moore and Inez Oliver Moore, his wife, to S. Ansin, Trustee.

Warranty Deed filed May 5, 1955, recorded in Official Records Book 365, Page 8, from S. Ansin, Trustee and Sophia Ansin, his wife, to Coral Investment Corp.

Warranty Deed filed July 1, 1960, recorded in Official Records Book 1971, Page 114, from Coral Investment Corp., to William H. Hanna, Jr. and Eva B. Hanna, his wife.

Warranty Deed filed June 3, 1965, recorded in Official Records Book 3025, Page 641, from W. H. Hanna, Jr., and Eva B. Hanna, his wife, to Broward County. (This document shown for reference only)

Warranty Deed filed January 7, 1970, recorded in Official Records Book 4111, Page 19, from William H. Hanna, Jr., and Eva S. Hanna, his wife, to Henry Tinor and Marjorie S. Tinor, his wife.

Warranty Deed filed May 31, 1973, recorded in Official Records Book 5305, Page 575, from Carras Bankhead, Jr. and Florence May Bankhead, a/k/a Florence Mae Bankhead, his wife, to Henry Tinor and Marjorie S. Tinor, husband and wife.

Quit Claim Deed filed January 14, 1976, recorded in Official Records Book 6457, Page 986, from Henry Tinor and Marjorie S. Tinor, his wife, to Broward County.

Warranty Deed filed February 16, 2004, recorded in Official Records Book 36916, Page 1255, from Henry Tinor and Marjorie S. Tinor, husband and wife, to Steven Kafin, a married man.

Warranty Deed filed June 5, 2006, recorded in Official Records Book 42150, Page 811, from Steven Kafin, to P3 Group, LLC, a Florida Limited Liability Company.

The following mortgages and liens identifying the captioned property remain unsatisfied or unreleased, of record in accordance to the terms exhibited on this Certificate:

<u>INSTRUMENT</u>	<u>FILED</u>	<u>BOOK/PAGE</u>
1. MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING	September 10, 2010	47367/275
2. UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM	September 10, 2010	47367/295
3. CONTINUATION UCC FINANCING STATEMENT AMENDMENT	May 6, 2015	#112972512
4. MORTGAGE MODIFICATION AGREEMENT	October 26, 2016	#114007651
5. FUTURE ADVANCE AND SECOND MORTGAGE MODIFICATION AGREEMENT	November 7, 2018	#115435017
6. CONTINUATION OF UCC FINANCING STATEMENT	July 31, 2020	#116642058

THE FOLLOWING ITEMS ARE ADDITIONAL DOCUMENTS THAT ARE NOT EXAMINED OR REVIEWED.

7. PLAT	November 3, 2008	PB 170/60
8. EASEMENT	October 26, 1954	231/408
9. EASEMENT	June 6, 1956	652/187
10. RESOLUTION ADOPTING ZONING AND BUILDING REGULATIONS	August 9, 1957	994/47
11. BILL OF SALE ABSOLUTE	April 25, 2011	47873/12
12. EASEMENT	April 25, 2011	47873/14
13. ORDER	November 27, 2017	114739998
14. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT	January 16, 2019	#115557883

Name Search on the Fee Simple Title Owner only:

P3 GROUP, LLC

and found the following:

NOTHING FOUND

EXHIBIT "B"

PROPERTY INFORMATION REPORT
FILE NUMBER: 8474375 2nd Update

FIDELITY NATIONAL TITLE INSURANCE COMPANY hereby certifies that the foregoing Certificate of Search was compiled by it from the Public Records of County of Broward State of Florida, and from such other public records and sources as are herein indicated.

CONTENTS: This Certificate lists the last conveyance by deed or Certificate of Title, identifying the lands described in the caption hereof and appearing of record in the Office of the Circuit Court of Broward, Florida, recorded in said office that identify the land shown on the caption of this certificate by a land description.

This Certificate lists all mortgages, leases, notice of lis pendens, unsatisfied or unreleased of record, identifying the land described in the caption hereof and appearing of record in the Office of the Circuit of Broward County, Florida, including all security instruments and financing statements filed pursuant to Chapters 671 through 679 of the Florida Statutes (The Uniform Commercial Code), No search is made for security instruments, financing statements or liens that describe any land by a mailing or street address only.

This Certificate exhibits or makes reference to all orders appointing receivers or liquidators, to all Bankruptcy proceedings, Rico Lien Notices, unsatisfied Judgments decrees or orders for money, unsatisfied State and Federal Tax Liens and Warrants appearing of record in the Office of the Clerk of Circuit Court of Broward County, Florida, and in the Office of the Clerk of the United States District in and for the Southern District of Florida, Miami Division, and probate, lunacy, competency and guardianship proceedings in the Office of the County Judge of Broward, Florida and/or Office of the Clerk of Circuit Court of Broward County, Florida, against the names, initials and abbreviations (only as listed on this certificate unless otherwise noted), within the period set opposite said names. No search is made for unsatisfied Judgments decrees or orders for money, against mortgages or other lien holders.

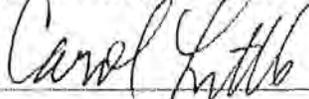
FORM: Determination of the regularity, validity, sufficiency, or legal effect on marketability or insurability of title to said lands of any instrument listed on this Certificate are referred to the examiner.

THERE IS EXCEPTED FROM THIS CERTIFICATE

- (1) Municipal and County Zoning Ordinances.
- (2) Incorporation papers of municipalities.
- (3) Decrees and Ordinances creating taxing and Drainage Districts.
- (4) Except on special request, information relating to Bankruptcy proceedings is limited to the showing of style and number of case and time of filing of petition and adjudication.
- (5) Information regarding delinquent and reinstated corporation and dissolved corporation as contained in report filed by Secretary of State pursuant to Chapter 14677 as amended by Chapter 16726 Acts of Florida 1931 and Chapter 16880 Acts of 1935.
- (6) Maps or plats and resolutions pertaining to flood criteria and all county water-control plan plats.
- (7) Except on special request, and unless otherwise noted, all information regarding Taxes, Tax Sales, Municipal or County liens or assessments pertaining to or affecting captioned premises.
- (8) Judgments, decrees or orders for money not filed under a Clerk's File Number and recorded in Official Records Book in the Office of the Clerk of the Circuit Court of Broward County, Florida filed subsequent to January 1, 1972.
- (9) Rico Lien Notices not filed under Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Broward County, Florida.
- (10) Except on special request and unless otherwise noted, the period covered by this certificate is limited to the thirty (30) years preceding the date of this Certificate.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to hereunto affixed at Weston, Florida, this 7th day of August, 2020.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By 

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Exhibit "C"

Copies of Special Exceptions

FILED OCT 1 2010
COUNTY OF BROWARD
STATE OF FLORIDA
RECORDS & MANAGEMENT DIVISION
1000 EAST PALM BLVD
FORT LAUDERDALE, FL 33301
TEL: 352-368-3800
WWW.SUNSTATEFLA.GOV

4

This instrument prepared by
and return to:

Brendan A. Barry, Esquire
Slotts & Bowen LLP
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, Florida 33301

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND
FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT
AND FIXTURE FILING is executed as of the 01st day of September, 2010 by and between
BANKUNITED, whose address is 900 SE 3rd Avenue, Suite 201, Fort Lauderdale, Florida 33316
(hereinafter referred to as the "Mortgagee"), and P3 GROUP, LLC, a Florida limited liability company,
whose address for notice under this Mortgage is 5913 NW 31st Avenue, Fort Lauderdale, Florida 33309
("Mortgagor").

WITNESSETH:

That for divers good and valuable considerations and to secure the payment of an indebtedness in
the aggregate sum of TWO MILLION SEVEN HUNDRED THIRTY THOUSAND AND
NO/DOLLARS (\$2,730,000.00), or so much thereof as may be advanced, to be paid in accordance with
that certain \$2,730,000.00 Promissory Note of even date herewith (hereinafter referred to as the "Note")
together with interest thereon and any and all sums due or which may become due from the Mortgagor to
the Mortgagee, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto
the Mortgagee its successors and assigns, in fee simple, all of that certain tract of land of which the
Mortgagor is now seized and possessed and in actual possession or hereafter acquired, situate in the
County of Broward, State of Florida, which is more fully described in Exhibit "A" attached hereto and
made a part hereof, together with the buildings and improvements thereon erected or to be erected
(hereinafter referred to as the "Mortgaged Property");

TOGETHER with:

- i. all leasehold estate, and all right, title and interest of Mortgagor in and to all leases or
subleases covering the Mortgaged Property or any portion thereof now or hereafter existing or entered
into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or
security deposits, advance rentals, and deposits or payments of similar nature;
- ii. all right, title and interest of Mortgagor in and to all options to purchase or lease the
Mortgaged Property or any portion thereof or interest therein, and any greater estate in the Mortgaged
Property owned or hereafter acquired;
- iii. all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith
or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof of thereto,
and all water rights;

FILEDOCS 4409864

20

iv. any and all buildings, structures and improvements now or hereafter erected thereon, including, but not limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements (sometimes hereinafter referred to as the "Improvements");

v. all fixtures, appliances, machinery, equipment, furniture, furnishings and articles of personal property now or hereafter affixed to, placed upon or used in connection with the operation of any of said properties all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures, and appurtenances which are now or may hereafter pertain or be used with, in or on said Mortgaged Property, even though they may be detached or detachable and all building improvement and construction materials, supplies and equipment hereafter delivered to said land contemplating installation or use in the constructions thereon and all rights and interests of Mortgagor in building permits and architectural plans and specifications relating to contemplated constructions or Improvements on said Mortgaged Property and all rights and interests of Mortgagor in present or future mortgage loan commitments pertaining to any of said Mortgaged Property or Improvements thereon (sometimes hereinafter referred to as the "Personal Property");

vi. all awards and proceeds of condemnation for the Mortgaged Property or any part thereof to which Mortgagor is entitled for any taking of all or any part of the Mortgaged Property by condemnation or exercise of the right of eminent domain. All such awards and condemnation proceeds are hereby assigned to Mortgagee and the Mortgagee is hereby authorized, subject to the provisions contained in this Mortgage, to apply such awards and condemnation proceeds or any part thereof, after deducting therefrom any expenses incurred by the Mortgagee in the collection or handling thereof, toward the payment, in full in or part, of the Note, notwithstanding the fact that the amount owing thereon may not then be due and payable;

vii. all rents, issues and profits of the Mortgaged Property and all the estate, right, title and interest of every nature whatsoever of the Mortgagor in and to the same;

viii. all accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any part of the Mortgaged Property, as hereinafter defined, including without limitation all proceeds and choses in action arising under any insurance policies maintained with respect to all or any part of the Mortgaged Property;

ix. all obligations under a "swap agreement" as defined in 11 U.S.C. 101(55);

x. all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items;

xi. all good will, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Mortgagor relating to the Mortgaged Property;

xii. all insurance policies now or hereafter in effect with respect to the Mortgaged Property, or any portion thereof, any unearned premiums thereon, and all proceeds thereof; and

xiii. all rights of the Mortgagor, if any, in and relating to any sanitary sewer system, lift station, sewage treatment plant and water system serving the Mortgaged Property and the use thereof, and any agreements relating thereto.

All of the foregoing real and personal property, and all rights, privileges and franchises are collectively referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD all singular the Mortgaged Property hereby conveyed, and the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest property, possession, claim and demand whatsoever as well in law as in equity of the said Mortgagor in and to the same and every part and parcel thereof unto the said Mortgagee in fee simple.

PROVIDED ALWAYS that if the Mortgagor shall pay to the Mortgagee any and all indebtedness due by Mortgagor to Mortgagee (including the indebtedness evidenced by the Note and any and all renewals of the same) and shall perform, comply with abide by each and every stipulation, agreement, condition, and covenant of the Note and of this Mortgage; then this Mortgage and the estate hereby created shall cease and be null and void. Provided, it is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future or further advances as hereinafter set forth, to the same extent as if such made on the date of the execution of this Mortgage, and any disbursements made for the payment of tax, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate as defined in the Note.

To protect the security of this Mortgage, the Mortgagor further covenants, warrants and agrees with the Mortgagee as follows:

**ARTICLE I
COVENANTS AND AGREEMENTS OF MORTGAGOR**

1.01 **Payment of Secured Obligations.** Mortgagor shall pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, and the charges, fees and the principal of, and interest on, any future advances secured by this Mortgage and shall otherwise comply with all the terms of the Note and this Mortgage.

1.02 **Warranties and Representations.** Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple; that the Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid, that it shall be lawful for Mortgagor at all times peaceably and quietly to enter upon, hold, occupy and enjoy said Mortgaged Property and every part thereof; that Mortgagor will make such further assurances to perfect the lien interest in said Mortgaged Property in Mortgagee, as may reasonably be required; and that Mortgagor does hereby fully warrant the title to the Mortgaged Property and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

Mortgagor further represents and warrants to Mortgagee that all information, reports, paper, and data given to Mortgagee with respect to Mortgagor, and to the loan evidenced by the Note and Mortgage are accurate and correct in all material respects and complete insofar as may be necessary to give Mortgagee a true and accurate knowledge of the subject matter.

1.03 Ground Leases, Leases, Subleases and Easements. Mortgagor, at Mortgagor's sole cost and expense, shall maintain and cause to be performed all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed and performed under any ground lease, lease, sublease or easements which may constitute a portion of or an interest in the Mortgaged Property, shall require its tenants or subtenants to keep, observe and perform all the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any and all ground leases, leases, subleases or easements; and shall not suffer or permit any breach or default to occur with respect to the foregoing; and in default thereof the Mortgagee shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions or provisions of any such ground lease, lease, sublease or easements and to add any expense incurred in connection therewith to the debt secured hereby, which such expenses shall bear interest from the date of payment to the date of recovery by the Mortgagee at the Default Rate. Any such payment by the Mortgagee with interest thereon shall be immediately due and payable. The Mortgagor shall not, without the consent of the Mortgagee, consent to the modification, amendment, cancellation, termination or surrender of any such ground lease, sublease, or easement.

(a) **Required Insurance.** Mortgagor will, at Mortgagor's sole cost and expense, maintain or cause to be maintained with respect to the Mortgaged Property, and each part thereof, the insurance required to be maintained pursuant to Section 8.4 of that certain Loan Agreement dated of even date herewith by and among Mortgagor, Guarantor (as defined in the Loan Agreement) and Mortgagee (the "Loan Agreement").

1.04 Insurance Proceeds. After the happening of any casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee.

(a) In the event of any damage to or destruction of the Mortgaged Property, Mortgagee shall have the option in its sole discretion of applying or paying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Mortgagee may determine, or (ii) to the restoration of the improvements, or (iii) to Mortgagor.

(b) In the event of such loss or damage, all proceeds of insurance shall be payable to Mortgagee, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Mortgagee. Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance.

(c) Except to the extent that insurance proceeds are received by Mortgagee and applied to the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided in this Mortgage or restoring all damage or destruction to the Mortgaged Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Mortgagee of any insurance proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

1.05 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of the Mortgagor in and to all policies of insurance required by this Section shall inure to the benefit of and pass the successor in interest to Mortgagor or the

purchaser or grantee of the Mortgaged Property. Mortgagor hereby appoints Mortgagee its attorney-in-fact to endorse any checks, drafts or other instruments representing any proceeds of such insurance, whether payable by reason of loss thereunder or otherwise.

1.06 Taxes, Utilities and Impositions. Mortgagor will pay, or cause to be paid and discharged, on or before the last day on which they may be paid without penalty or interest, all such duties, taxes, sewer rents, charges for water, or for setting or repairing of meters, and all other utilities on the Mortgaged Property or any part thereof, and any assessments and payments, usual or unusual, extraordinary or ordinary, which shall be imposed upon or become due and payable or become a lien upon the Mortgaged Property or any part thereof and the sidewalks or streets in front thereof and any vaults therein by virtue of any present or future law of the United States or the State, County, or City wherein the Mortgaged Property is located (all of the foregoing being herein collectively called "impositions"). In default of any such payment of any imposition, Mortgagee may pay the same and the amount so paid by Mortgagee shall, at the Mortgagee's option, become immediately due and payable with interest at the Default Rate and shall be deemed part of the indebtedness secured by this Mortgage.

If at any time there shall be assessed or imposed (i) a tax or assessment on the Mortgaged Property in lieu of or in addition to the Impositions payable by Mortgagor pursuant to this Section or (ii) a license fee, tax or assessment imposed on Mortgagee and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in this Section, and Mortgagor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Mortgagee, all obligations secured hereby, together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Mortgagor shall have no obligation to pay any franchise, estate inheritance, income, excess profits or similar tax levied on Mortgagee or on the obligations secured hereby.

Mortgagor will pay all mortgage recording taxes and fees payable with respect to this Mortgage or other mortgage or transfer taxes due on account of this Mortgage or the Note secured hereby.

Mortgagor will exhibit to Mortgagee the original receipt or other reasonably satisfactory proof of the payment of all Impositions which may affect the Mortgaged Property or any part thereof or the lien of the Mortgage promptly following the last date on which each Imposition is payable hereunder.

Notwithstanding the foregoing, Mortgagor shall have the right, after prior written notice to Mortgagee, to contest at its own expense the amount and validity of any imposition affecting the Mortgaged Property by appropriate proceedings conducted in good faith and with due diligence and to postpone or defer payment thereof, if and so long as:

- (a) Such proceedings shall operate to suspend the collection of such Imposition from Mortgagor or the Mortgaged Property; or
- (b) Neither the Mortgaged Property nor any part thereof would be in immediate danger of being forfeited or lost by reason of such proceedings, postponement or deferment; and
- (c) In the case of any Imposition affecting the Mortgaged Property which might be or become a lien, encumbrance or charge upon or result in any forfeiture or loss of the Mortgaged Property or any part thereof, or which might result in loss or damage to Mortgagor or Mortgagee,

Mortgagor, prior to the date such Imposition would become delinquent, shall have furnished Mortgagee with security satisfactory to Mortgagee, and, in the event that such security is furnished, Mortgagee shall not have the right during the period of the contest to pay, remove or discharge the Imposition.

1.07 Maintenance, Repairs, Alterations. Mortgagor shall keep the Mortgaged Property, or cause the same to be kept, in good condition and repair and fully protected from the elements to the satisfaction of Mortgagee; Mortgagor shall not commit nor permit to be committed waste thereon and shall not do nor permit to be done any act by which the Mortgaged Property shall become less valuable; Mortgagor will not remove, demolish or structurally alter any of the Improvements (except such alterations as may be required by laws, ordinances or regulations) without the prior written permission of the Mortgagee; Mortgagor shall complete promptly and in good and workmanlike manner any building or other improvements which may be constructed on the Mortgaged Property and promptly restore in like manner any Improvements which may be damaged or destroyed thereon and will pay when due all claims for labor performed and materials furnished therefor; Mortgagor shall use and operate, and shall require its lessees or licensees to use or operate, the Mortgaged Property in compliance with all applicable laws, ordinances, regulations, covenants, conditions and restrictions, and with all applicable requirements of any ground lease, lease or sublease now or hereafter affecting the Mortgaged Property or any part thereof. Unless required by law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the stated use of Mortgaged Property from that which was disclosed to Mortgagee at the time of execution hereof. Mortgagor shall not initiate or acquiesce to a zoning change of the Mortgaged Property without the prior notice to and consent of Mortgagee. Mortgagee and its representatives shall have access to the Mortgaged Property at all reasonable times to determine whether Mortgagor is complying with its obligations under this Mortgage, including, but not limited to, those set out in this Section.

1.08 Eminent Domain. Should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public use or improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such Condemnation, Mortgagor shall give prompt written notice thereof to Mortgagee.

(a) Mortgagee shall be entitled to all compensation, awards and other payments or relief granted in connection with such Condemnation, and shall be entitled, at its option, to commence, appear in and prosecute in its own name any action or proceedings relating thereto. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor (the "Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require.

(b) In the event any portion of the Mortgaged Property is so taken or damaged, Mortgagee shall have the option in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby, or to apply all such Proceeds, after such deductions, to the restoration of the Mortgaged Property upon such conditions as Mortgagee may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(c) Any amounts received by Mortgagee hereunder (after payment of any costs in connection with obtaining same), shall, if retained by Mortgagee, be applied in payment of any accrued interest and then in reduction of the then outstanding principal sums of the Note, notwithstanding that the same may not then be due and payable. Any amount so applied to principal shall be applied to the payment of installments of principal on the Note in inverse order of their due dates.

1.09 **Actions by Mortgagee to preserve the Security of this Mortgage.** If the Mortgagor fails to make any payment or to do any act as and in the manner provided for in this Mortgage or the Note, the Mortgagee, in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent as the Mortgagee may deem necessary to protect the security hereof. Mortgagor will pay upon demand all expenses incurred or paid by Mortgagee (including, but not limited to, attorneys' fees and court costs including those of appellate and bankruptcy proceedings) on account of the exercise of any of the aforesaid rights or privileges or on account of any litigation which may arise in connection with this Mortgage or the Note or on account of any attempt, without litigation, to enforce the terms of this Mortgage or said Note. In case the Mortgaged Property or any part thereof shall be advertised for foreclosure sale and not sold, Mortgagor shall pay all costs in connection therewith.

In the event that the Mortgagee is called upon to pay any sums of money to protect this Mortgage and the Note as aforesaid, all monies advanced or due hereunder shall become immediately due and payable, together with interest at the Default Rate, computed from the date of such advance to the date of the actual receipt of payment thereof by the Mortgagee.

1.10 **Cost of Collection.** In the event this Mortgage is placed in the hands of an attorney for the collection of any sum payable hereunder, the Mortgagor agrees to pay all costs of collection, including reasonable attorney's fees including those in all appellate and bankruptcy proceedings, incurred by the Mortgagee, either with or without the institution of any action or proceeding, and in addition to all costs, disbursements and allowances provided by law. All such costs so incurred shall be deemed to be secured by this Mortgage.

1.11 **Survival of Warranties.** All representations, warranties and covenants of Mortgagor contained herein or incorporated by reference shall survive funding of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.

1.12 **Additional Security.** In the event Mortgagee at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, as its option, either before or concurrently herewith or after a sale is made hereunder.

1.13 **Inspections.** Mortgagee, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or on any part of the Mortgaged Property for the purpose of inspection the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

1.14 **Liens.** Mortgagor shall pay and promptly discharge, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property or any part thereof or interest therein. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall first deposit with Mortgagee a bond or other security satisfactory to

Mortgagee in such amounts as Mortgagee shall reasonably require, and provided further that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. Any amount so paid by the Mortgagee shall, at Mortgagee's option, become immediately due and payable with interest at the Default Rate, and shall be deemed part of the indebtedness secured by this Mortgage.

1.15 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total unpaid balance so secured at one time shall not exceed twice the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate.

1.16 No Limitation of Future Advance Rights. Mortgagor covenants and agrees with Mortgagee that:

(a) Mortgagor waives and agrees not to assert any right to limit future advances under this Mortgage, and any such attempted limitations shall be null, void and of no force and effect. Any correspondence by Mortgagor regarding the future advances must be sent to Mortgagee at the address set forth above and to Mortgagee's counsel: Shuts & Bowen LLP, 200 East Broward Boulevard, Suite 2100, Fort Lauderdale, Florida 33301, Attention: Brendan A. Barry, Esquire.

(b) An event of default under the Mortgage shall automatically exist (i) if Mortgagor executes any instrument which purports to have or would have the effect of impairing the priority of or limiting any future advance which might ever be made under the Mortgage or (ii) if Mortgagor takes, suffers, or permits any action or occurrence which would adversely affect the priority of any future advance which might ever be made under the Mortgage.

1.17 Appraisals. Mortgagor covenants and agrees that Mortgagee may obtain an appraisal of the Mortgaged Property when required by the regulations of the Federal Reserve Board of the Office of the Comptroller of the Currency or at such other times as the Mortgagee may reasonably require. Such appraisals shall be performed by an independent third party appraiser selected by the Mortgagee. The cost of such appraisal shall be borne by the Mortgagor. If requested by Mortgagee, the Mortgagor shall execute an engagement letter addressed to the appraiser elected by the Mortgagee. Mortgagor's failure or refusal to sign such an engagement letter however shall not impair Mortgagee's right to obtain such an appraisal. Mortgagor agrees to pay the cost of such appraisal within ten (10) days after receiving an invoice for such appraisal.

1.18 Taxes and Insurance Escrow. At any time Mortgagee may, at its sole option, to be exercised by ten (10) days' written notice to Mortgagor, require Mortgagor to deposit monthly installments in amounts sufficient to discharge Mortgagor's obligations under Sections 1.04, 1.05 and 1.08 when they become due. The determination of the amount of the installments to be deposited with

Mortgagee, so that the aggregate of such deposits shall be sufficient for this purpose, shall be made by Mortgagee in its sole discretion. Such amounts shall be held by Mortgagee without interest and applied to the payment of the obligations in respect of which such amounts were deposited or, at the option of Mortgagee, to the payment of those obligations in such order or priority as Mortgagee determines, on or before the respective dates on which they or any of them would become delinquent. If one month before the date on which any such charges become delinquent, the amounts then on deposit with Mortgagee are insufficient for the payment of such obligations in full, Mortgagor shall, within ten (10) days after demand, deposit the amount of the deficiency with Mortgagee. Nothing contained herein shall affect any right or remedy of Mortgagee under any provisions of this Mortgage or of any statute or rule of law to pay any such amount and to add the amount so paid together with interest as provided hereinafter to the indebtedness cured hereby.

**ARTICLE II
ASSIGNMENT OF LEASES, SUBLEASES,
FRANCHISES, RENTS, ISSUES AND PROFITS**

2.01 **Assignment of Rents.** Mortgagor hereby collaterally assigns and transfer to Mortgagee all the leases, subleases, franchises, rents, issues and profits of the Mortgaged Property, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits as herein set forth. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, immediately and without further legal action being necessary, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than one month in advance) prior to or at any time there is not an event of default under this Mortgage.

2.02 **Collection Upon Default.** Upon any event of default under this Mortgage, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

2.03 **Restriction on Further Assignments, etc.** Except as hereinafter specifically provided, Mortgagor shall not, without the prior written consent of the Mortgagee, assign the rents, issues or profits, or any part thereof, from the Mortgaged Property or any part thereof; and shall not consent to the modification, cancellation or surrender of any lease or sublease covering the Mortgaged Property. An action of Mortgagor in violation of the terms of this Section shall be void as against Mortgagee in addition to being a default under this Mortgage.

The Mortgagor shall not, without the consent of the Mortgagee, consent to the cancellation or surrender or, accept prepayment or rents, issues or profits, other than rent paid at the signing of a lease or sublease, under any lease or sublease now or hereafter covering the Mortgaged Property or any part

thereof, nor modify any such lease or sublease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported assignment, cancellation, surrender, prepayment or modification made without the written consent of the Mortgagee shall be void as against the Mortgagee. The Mortgagor shall, upon demand of the Mortgagee, enter into an agreement with the Mortgagee with respect to the provisions contained in the preceding provision regarding any lease or sublease covering said Mortgaged Property or any part thereof, and the Mortgagor hereby appoints the Mortgagee attorney-in-fact of the Mortgagor to execute and deliver any such agreement of behalf of the Mortgagor and deliver written notice thereof to the tenant to whose lease such agreement relates.

The Mortgagor agrees to furnish to the Mortgagee a copy of any modification of any lease presently in effect and copies of all future leases affecting the Mortgaged Property covered by this Mortgage, and failure to furnish to the Mortgagee a copy of any modification of a lease or a copy of any future lease affecting said Mortgaged Property, shall be deemed a default under this Mortgage and the Note, for which the holder of this Mortgage may, at its option, declare the entire unpaid balance of the subject Mortgage and Note to be immediately due and payable.

All leases or subleases hereafter entered into by Mortgagor with respect to the Mortgaged Property or any part thereof, shall be subordinate to the lien of this Mortgage unless expressly made superior to this Mortgage in the manner hereinafter provided. At any time or times Mortgagee may execute and record in the appropriate Office of the Register or County Clerk of the County where the Mortgaged Property is situated, a Notice of Subordination reciting that the lease or leases therein described shall be superior to the lien of this Mortgage. From and after the recordation of such Notice of Subordination, the lease or leases therein described shall be superior to the lien of this Mortgage and shall not be extinguished by any foreclosure sale hereunder.

ARTICLE III ENVIRONMENTAL CONDITION OR MORTGAGED PROPERTY

3.01 **Environmental Condition of Property.** Mortgagor hereby warrants and represents to Mortgagee after thorough investigation that:

(i) the Mortgaged Property is now and at all times hereafter will continue to be in full compliance with all Federal, State and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), Public Law No. 96-510, 94 Stat. 2767, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613, and

(b) as of the date hereof there are no hazardous materials, substances, waste or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Mortgaged Property or used in connection therewith, or (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such hazardous material, substance, waste or other environmentally regulated substance, currently present or which Mortgagor is legally authorized and empowered to maintain on, in or under the Mortgaged Property or use in connection therewith, Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is and will remain in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Mortgagor further warrants and represents that

it will promptly notify Mortgagee of any change in the environmental condition of the Mortgaged Property or in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, waste or other environmentally regulated substance affecting the Mortgaged Property.

Mortgagor hereby indemnifies and holds harmless Mortgagee from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses (including attorney's, consultant's or expert's fees) of every kind and nature incurred, suffered by or asserted against Mortgagee as a direct or indirect result of:

(c) any warranty or representation made by Mortgagor in this paragraph being or becoming false or untrue in any material respect or

(d) any requirement under the law, regulation or ordinance, local, state or federal, regarding the removal or elimination of any hazardous materials, substances, waste or other environmentally regulated substances.

Mortgagor's obligations hereunder shall not be limited to any extent by the term of the Note, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding foreclosure of this Mortgage, where Mortgagee is the purchaser at the foreclosure sale, or delivery of a deed in lieu of foreclosure to Mortgagee.

ARTICLE IV SECURITY AGREEMENT

4.01 Creation of Security Interest. Mortgagor hereby grants to Mortgagee a security interest in any and all Personal Property located on or at the Mortgaged Property, including without limitation any and all property of similar type or kind hereafter located on or at the Mortgaged Property for the purposes of securing all obligations of Mortgagor set forth in this Mortgage. This instrument is a self-operative security agreement with respect to the above described property, but Mortgagor agrees to execute and deliver on demands such other security agreements, financing statements and other instruments as Mortgagee may request.

4.02 Warranties, Representations and Covenants of Mortgagor. Mortgagor hereby warrants, represents and covenants as follows:

(a) Except for the security interest granted hereby, Mortgagor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Mortgagor shall notify Mortgagee of, and shall defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Mortgagor shall not lease, sell, convey or in any manner transfer the Personal Property without the prior written consent of Mortgagee.

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(c) The Personal Property is not and shall not be used or bought for personal, family or household purposes.

(d) The Personal Property shall be kept on or at the Mortgaged Property and Mortgagor will not remove the Personal Property from the Mortgaged Property without the prior written consent of Mortgagee, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor.

(e) Mortgagor maintains a place of business in the State of Florida and Mortgagor shall immediately notify Mortgagee in writing of any change in its place of business as set forth in the beginning of this Mortgage.

(f) At the request of the Mortgagee, Mortgagor shall join Mortgagee in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Florida in form satisfactory to Mortgagee, and will pay the cost of filing the same in all public offices wherever filing is deemed by Mortgagee to be necessary or desirable.

(g) All covenants and obligations of Mortgagor contained herein relating to the Mortgaged Property shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

(h) This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code of Florida.

4.03 **Swap Agreements.** The Mortgage and Security Agreement contained within same, is intended to include the obligations of the Mortgagor under any existing or hereafter created swap agreements. As such, the defined term "Mortgaged Property" is hereby amended to include all obligations under a "swap agreement" as defined in 11 U.S.C. 101(53), except that the total loan indebtedness (loan exposure and swap exposure) secured by this Mortgage shall not be increased beyond the face amount of the Mortgage, as amended by future advance, if applicable. The Security Agreement created by this Mortgage shall not terminate upon repayment of the Note unless or until any and all swap agreements or swap transactions have expired or are cash settled. An event of default under any swap agreement shall be an Event of Default under this Mortgage.

ARTICLE V REMEDIES UPON DEFAULT

5.01 **Events of Default.** Any one or more of the following shall constitute a default under this Mortgage and the Note hereby secured:

- (a) Any Event of Default under the Loan Agreement.
- (b) Failure of Mortgagor to make one or more payments required by said Note on the due date thereof.
- (c) Failure of Mortgagor to pay the amount of any costs, expenses or fees (including counsel fees) of the Mortgagee, with interest thereon, as required by any provision of this Mortgage.

(d) Failure to exhibit to the Mortgagee, within ten (10) days after demand, receipts showing payment of real estate taxes and assessments.

(e) Except as hereinbefore permitted, the actual or threatened alteration, demolition or removal of any building on the Mortgaged Property without written consent of the Mortgagee.

(f) Failure to maintain the Improvements on the Mortgaged Property as herein required, free of any liens placed or threatened during the term hereof.

(g) Failure to comply with any requirements or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the Mortgaged Property within three (3) months from the issuance thereof, or before any such violation becomes a lien against the Mortgaged Property, whichever first occurs.

(h) Failure of Mortgagor or others to comply with or perform any other warranty, covenant or agreement contained herein, in the Note, in the Loan Agreement, if any, Commitment Letter or in any other document executed by Mortgagor in conjunction with this transaction, of even date herewith.

(i) Any breach of any covenant or warranty or material untruth of any representation of Mortgagor contained in this Mortgage, or the Note or any guaranty executed in conjunction herewith.

(j) The institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the then owner or Mortgagor in possession of the Mortgaged Property, or any Guarantor, or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the then owner or Mortgagor in possession of the Mortgaged Property and a failure to have such proceedings dismissed or such appointment vacated within a period of sixty (60) days.

(k) The institution of any voluntary bankruptcy, reorganization or insolvency proceedings by the then owner or Mortgagor in possession of the Mortgaged Property, or any Guarantor, or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the then owner or Mortgagor in possession of the Mortgaged Property at the instance of the owner's Mortgagor in possession of the Mortgaged Property.

(l) The assertion or making of any levy, seizure, forfeiture action, mechanic's or materialman's lien or attachment on the Mortgaged Property or any part thereof.

(m) Death, legal incapacity, dissolution, or termination of existence of any Mortgagor or any guarantor of Mortgagor's obligations to Mortgagee.

(n) A transfer or further encumbrance of the Mortgaged Property, as described in Section 6.10, occurs.

(o) Any Guarantor of Mortgagor's obligations hereunder transfers any assets, for less than full consideration, other than a personal asset of less than \$5,000.00 in value, whether partially or wholly owned, without the prior written consent of Mortgagee.

(p) If default shall occur in any loan now or hereafter in existence between Mortgagee and Mortgagor, or between Mortgagee and any Guarantor or Affiliate of Mortgagor, and, conversely, the occurrence of an Event of Default hereunder shall also constitute a default under any such other loan.

(q) The occurrence of any Event of Default under the Note, or Guaranty, or any other Loan Document whether or not such event is specifically set forth herein.

(r) If default shall occur in any swap agreement now or hereafter in existence between Mortgagee, Mortgagor, or any guarantor, subsidiary or affiliate of Mortgagor.

5.02 Acceleration Upon Default, Additional Remedies. In the event that one or more defaults as above provided shall occur, the remedies available to Mortgagee shall include, but not necessarily be limited to, any one or more of the following:

(a) Mortgagee shall declare the entire unpaid balance of the Note immediately without notice.

(b) Mortgagee may take immediate possession of the Mortgaged Property or any part thereof (which Mortgagor agrees to surrender to Mortgagee) and manage, control or lease the same of such person or persons and at such rental as it may deem proper and collect all rents, issues and profits, therefrom, including those past due as well as those thereafter accruing, with the right in the Mortgagee to cancel any lease or sublease for any cause which would entitle Mortgagor to cancel the same; to make such expenditures for maintenance, repairs and costs of operation as it may deem advisable; and after deducting the cost thereof and a commission of five (5%) percent upon the gross amount of rents collected, to apply the residue to the payment of any sums which are unpaid hereunder or under the Note. The taking of possession under this paragraph shall not prevent concurrent or later proceedings for the foreclosure sale of the Mortgaged Property as provided elsewhere herein.

(c) Mortgagee may apply to any court of competent jurisdiction for the appointment of a receiver or similar official to manage and operate the Mortgaged Property, or any part thereof, and to apply the net rents and profits therefrom to the payment of the interest and/or principal of said Note and/or any other obligations of Mortgagor to Mortgagee hereunder. In event of such application, Mortgagor agrees to consent to the appointment of such receiver or similar official, and agrees that such receiver or similar official may be appointed without notice to Mortgagor, with regard to the adequacy of any security for the debts and with regard to the solvency of Mortgagor or any other person, firm or corporation who or which may be liable for the payment of the Note or any other obligation of Mortgagor hereunder.

(d) Without declaring the entire unpaid principal balance due, the Mortgagee may foreclose only as to the sum past due, without injury to this Mortgage or the displacement or impairment of the remainder of the lien thereof, and at such foreclosure sale the property shall be sold subject to all remaining items of indebtedness; and Mortgagee may again foreclose, in the same manner, as often as there may be any sum past due.

5.03 Additional Provisions. Mortgagor expressly agrees, on behalf of itself, its successors and assigns and any future owner of the Mortgaged Property, or any part thereof or interest therein, as follows:

(a) All remedies available to Mortgagee with respect to this Mortgage shall be cumulative and may be pursued concurrently or successively. No delay by Mortgagee in exercising any such remedy shall operate as a waiver thereof or preclude the exercise thereof during the continuance of that or any subsequent default.

(b) The obtaining of a judgment or decree on the Note, whether in the State of Florida or elsewhere, shall not in any manner affect the lien of this Mortgage upon the Mortgaged Property covered hereby, and any judgment or decree so obtained shall be secured to the same extent as said Note is now secured.

(c) In the event of any foreclosure sale hereunder, all net proceeds shall be available for application to the indebtedness hereby secured whether or not such proceeds may exceed the value of the Mortgaged Property for unpaid taxes, liens assessments and any other costs relating to the Mortgaged Property.

(d) The only limitation upon the foregoing agreements as to the exercise of Mortgagee's remedies is that there shall be but one full and complete satisfaction of the indebtedness secured hereby.

(e) The Mortgagor shall duly, promptly and fully perform each and every term and provision of the Loan Agreement, or any other Loan Document, which has been executed and delivered by the parties hereto simultaneously with the execution and delivery hereof, the terms of which Loan Agreement are incorporated herein by reference. The lien of this Mortgage secures the payment of all sums payable to Mortgagee and the performance of all covenants and agreements of Mortgagor under the terms of the Loan Agreement.

5.04 Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or the Note or under any other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee and it may pursue inconsistent remedies.

**ARTICLE VI
MISCELLANEOUS**

6.01 Corporate Existence. So long as the Mortgaged Property shall be owned or held by a corporation or limited liability company, such corporation or limited liability company shall at all times

maintain its entity existence and shall be fully authorized to do business in the State of Florida and shall maintain in the State of Florida a duly authorized registered agent for the service of process. Failure to comply with such obligations shall be a default under this Mortgage. Within ninety (90) days after the expiration of the time for filing its annual report and the payment of the appropriate corporate taxes in the State of Florida, Mortgagor will furnish to Mortgagee a certificate of good standing or other evidence satisfactory to Mortgagee to show compliance with the provisions of this Section.

6.02 Statements by Mortgagor. Mortgagor, within three (3) days after request in person or within ten (10) days after request by mail, will furnish to Mortgagee or any person, firm or corporation designated by Mortgagee, a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no offsets or defenses exist against such debt, or, if such offsets or defenses are alleged to exist, full information with respect to such alleged offsets and/or defenses.

6.03 Successors and Assigns. The provisions hereof shall be binding upon and shall inure to the benefit of the Mortgagor, its successors and assigns, including without limitation subsequent owners of the Mortgaged Property or the leasehold estate of the Mortgaged Property or any part thereof, shall be binding upon and shall inure to the benefit of Mortgagee, its successors and assigns and any future holder of the Note, and any successors or assigns of any future holder of the Note. In the event the ownership of the Mortgaged Property or any leasehold estate that may be covered by this Mortgage, becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this instrument and the Note in the same manner as with the Mortgagor, and may after the interest rate and/or alter or extend the terms of payments of the Note without notice to Mortgagor hereunder or under the Note hereby secured or the lien or priority of this Mortgage with respect to any part of the Mortgaged Property covered hereby, but nothing herein contained shall serve to relieve Mortgagor of any liability under the Note or this Mortgage (or any other agreement executed in conjunction therewith) unless Mortgagee shall expressly release Mortgagor in writing. Mortgagor and any transferee or assignee shall be jointly and severally liable for any documentation or intangible taxes imposed as a result of any transfer or assumption.

6.04 Notices. All notices, demands and requests given by either party hereto to the other party shall be in writing. All notices, demands and requests by the Mortgagee to the Mortgagor shall be deemed to have been properly given if sent by United States registered or certified mail, postage prepaid, addressed to the mortgagor at the address as the Mortgagor may from time to time designate by written notice to the Mortgagee, given as herein required. All notices, demands and requests by the Mortgagor to the Mortgagee shall be deemed to have been properly given if sent by United States registered or certified mail, postage prepaid, addressed to the Mortgagee, or to such other address as the Mortgagee may from time to time designate by written notice to the Mortgagor given as herein required. Notices, demands and requests given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be deposited in any post office or branch post office regularly maintained by the United States Government.

The Mortgagor shall deliver to the Mortgagee, promptly upon receipt of same, copies of all notices, certificates, documents and instruments received by it which materially affect any part of the Mortgaged Property covered hereby, including, without limitation, notices, notices from any lessor or sublessee claiming that the Mortgagor is in default under any terms of any lease or sublease.

6.05 **Modifications In Writing.** This Mortgage may not be changed, terminated or modified orally or in any other manner than by an instrument in writing signed by the party against whom enforcement is sought.

6.06 **Captions.** The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

6.07 **Invalidity of Certain Provisions.** If the lien of this Mortgage is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured portion of the debt shall be completely paid prior to the payments of the secured portion of the debt, and all payments made on the debt, whether voluntary or otherwise, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Mortgage.

6.08 **No Merger.** If both the lessor's and lessee's estate under any lease or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this Mortgage and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee as to the separate estates. In addition, upon the foreclosure of the lien created by this Mortgage on the Mortgaged Property pursuant to the provisions hereof, any leases or subleases then existing and created by Mortgagor shall not be destroyed or terminated by application of the law of merger or as a result of such foreclosure sale shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of any lease or sublease unless Mortgagee or such purchaser shall give written notice thereof to such tenant or subtenant.

6.09 **Governing Law and Construction of Clauses.** This Mortgage shall be governed and construed by the laws of the State of Florida. No act of the Mortgagee shall be construed as an election to proceed under any one provision of the Mortgage or of the applicable statutes of the State of Florida to the exclusion of any other such provision, anything herein or otherwise to the contrary notwithstanding.

(a) **Transfer.** In the event all or any part of the property encumbered by this Mortgage, or any interest therein, is sold, conveyed, encumbered or otherwise transferred by the Mortgagor, without Mortgagee's prior written consent, or, in the event that any of the events set forth in Section 9.12 of the Loan Agreement occur.

6.10 **Other Indebtedness Secured.** This Mortgage is also given as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind now or hereafter during the term hereof owing and to become due from Mortgagor to Mortgagee, however, created, incurred, evidenced, acquired or arising, whether under the Note or this Mortgage, or any other instrument, obligation, contract, agreement or dealing of any and every kind now or hereafter existing or entered into between Mortgagor and Mortgagee, or otherwise, as amended, modified or supplemented from time to time, and whether direct, indirect, primary, secondary, fixed or contingent, and any and all renewals, modifications or extensions of any or all of the foregoing.

6.11 **Estoppel Letters.** Mortgagor, upon request made either personally or by mail, shall certify, by a writing duly acknowledged, to Mortgagee or to any proposed assignee of this Mortgage, the amount of principal and interest then owing on this Mortgage and whether any offsets or defenses exist against the indebtedness secured hereby, within fifteen (15) days in case the request is made personally, or

within twenty (20) days after the mailing of such request, pursuant to the Notice provisions set forth herein, in case the request is made by mail; and if Mortgagor fails to so respond within twenty (20) days, the information contained in Mortgagee's request shall be deemed binding on Mortgagor.

6.12 WAIVER OF JURY TRIAL. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY MORTGAGOR AND MORTGAGEE, AND MORTGAGOR AND LENDER HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE MORTGAGOR AND THE MORTGAGEE, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE, ANY NOTE, ANY OTHER LOAN DOCUMENT, ANY OF THE OTHER OBLIGATIONS, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE MORTGAGOR AND THE MORTGAGEE ARE ADVERSE PARTIES, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE GRANTING ANY FINANCIAL ACCOMMODATION TO THE MORTGAGOR. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. MORTGAGOR AND MORTGAGEE ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL.

IN WITNESS WHEREOF, Mortgagor has hereunto set hand all done as of the day and year first hereinabove written.

Witnessed by:

Signature of Witness 1
Stephen Cassetta
Print Name of Witness 1

Signature of Witness 2
Richard Thill
Print Name of Witness 2

MORTGAGOR:
P3 GROUP, LLC, a Florida limited liability company
By 
Bernard Paul-Hus, Manager

STATE OF FLORIDA)
) ss:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 11 day of August, 2010, by Bernard Paul-Hus, as Manager of P3 Group, LLC, a Florida limited liability company, on behalf the company. He is personally known to me or has produced a valid _____ driver's license as identification.

OFFICIAL NOTARIAL SEAL.





(type, print, or stamp name)
Notary Public
Commission No. _____
My Commission Expires: _____

EXHIBIT "C"

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel "A", KAFIN PLAT, according to the Plat thereof, as recorded in Plat Book 178, at Page 60, of the Public Records of Broward County, Florida

PTLDOCS 5489864 3

Exhibit "A"

STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
Brendan A. Barry, Esquire (954) 847-3884

B. SEND ACKNOWLEDGEMENT TO:
Name: Brendan A. Barry, Esquire
Address: Shotts & Bowen LLP
Address: 200 East Broward Boulevard, Suite 2100
City/State/Zip: Fort Lauderdale, Florida 33301

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME
P3 Group, LLC

1.b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1.c MAILING ADDRESS Line One
5813 NW 31 Avenue This space not available.

MAILING ADDRESS Line Two CITY STATE POSTAL CODE COUNTRY
Fort Lauderdale FL 33309 USA

1.d TAX ID# 20-1716837 1.e TYPE OF ORGANIZATION limited liability company 1.f JURISDICTION OF ORGANIZATION Florida 1.g ORGANIZATIONAL ID# L04000072546 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME

2.b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2.c MAILING ADDRESS Line One This space not available.

MAILING ADDRESS Line Two CITY STATE POSTAL CODE COUNTRY

2.d TAX ID# 2.e TYPE OF ORGANIZATION 2.f JURISDICTION OF ORGANIZATION 2.g ORGANIZATIONAL ID# NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME
BankUnited

3.b INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3.c MAILING ADDRESS Line One
900 S.E. 3rd AVENUE This space not available.

MAILING ADDRESS Line Two CITY STATE POSTAL CODE COUNTRY
Suite 201 Fort Lauderdale FL 33316 USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule 1 attached hereto and made a part hereof.

5. ALTERNATE DESIGNATION (if applicable) LESSOR/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILEE
 AG. LIEN NON-UCC FILING SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX
 All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
 Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

STANDARD FORM - FORM UCC-1 (REV.01/2009) Filing Office Copy Approved by the Secretary of State, State of Florida

(4)

SCHEDULE I

Financing Statement (continued)

Name of Debtor: P3 GROUP, LLC, a Florida limited liability company

Item No. 4:

All of Debtor's right, title and interest of any kind or description, tangible or intangible, now or hereafter acquired in and to any and all of the following property, wherever located and whether now owned by Debtor or hereafter acquired:

i. all leasehold estate, and all right, title and interest of Debtor in and to all leases or subleases covering the Mortgaged Property (described in Exhibit "A" attached hereto) or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

ii. all right, title and interest of Debtor in and to all options to purchase or lease the Mortgaged Property or any portion thereof or interest therein, and any greater estate in the Mortgaged Property owned or hereafter acquired;

iii. all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof or thereto, and all water rights;

iv. any and all buildings, structures and improvements now or hereafter erected thereon, including, but not limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements (sometimes hereinafter referred to as the "Improvements");

v. all fixtures, appliances, machinery, equipment, furniture, furnishings and articles of personal property now or hereafter affixed to, placed upon or used in connection with the operation of any of said properties all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures, and appurtenances which are now or may hereafter pertain or be used with, in or on said Mortgaged Property, even though they may be detached or detachable and all building improvement and construction materials, supplies and equipment hereafter delivered to said land contemplating installation or use in the constructions thereon and all rights and interests of Debtor in building permits and architectural plans and specifications relating to contemplated constructions or improvements on said Mortgaged Property and all rights and interests of Debtor in present or future mortgage loan commitments pertaining to any of said Mortgaged Property or Improvements thereon (sometimes hereinafter referred to as the "Personal Property");

vi. all awards and proceeds of condemnation for the Mortgaged Property or any part thereof to which Debtor is entitled for any taking of all or any part of the Mortgaged Property by condemnation or exercise of the right of eminent domain. All such awards and condemnation proceeds are hereby assigned to Secured Party and the Secured Party is hereby authorized, subject to the provisions contained in the Security Agreement (as defined below), to apply such awards and condemnation proceeds or any part thereof, after deducting therefrom any expenses incurred by the Secured Party in the collection or

Financing Statement (continued)

Name of Debtor: P3 GROUP, LLC, a Florida limited liability company

handling thereof, toward the payment, in full in or part, of the Note, notwithstanding the fact that the amount owing thereon may not then be due and payable;

vii. all rents, issues and profits of the Mortgaged Property and all the estate, right, title and interest of every nature whatsoever of the Debtor in and to the same;

viii. all accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any part of the Mortgaged Property, as hereinafter defined, including without limitation all proceeds and choses in action arising under any insurance policies maintained with respect to all or any part of the Mortgaged Property;

ix. all obligations under a "swap agreement" as defined in 11 U.S.C. 101(55);

x. all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items;

xi. all good will, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Debtor relating to the Mortgaged Property;

xii. all insurance policies now or hereafter in effect with respect to the Mortgaged Property, or any portion thereof, any unearned premiums thereon, and all proceeds thereof; and

xiii. all rights of the Debtor, if any, in and relating to any sanitary sewer system, lift station, sewage treatment plant and water system serving the Mortgaged Property and the use thereof, and any agreements relating thereto.

Capitalized terms used above without definition have the meanings given them in the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Security Agreement") dated as of September 10, 2010, given by Debtor, as grantor, for the benefit of Secured Party, as beneficiary. Any term used or defined in the Florida Uniform Commercial Code, as in effect from time to time, which is not defined in this financing statement has the meaning given to that term in the Florida Uniform Commercial Code, as in effect from time to time, when used in this financing statement. However, if a term is defined in Article 9 of the Florida Uniform Commercial Code differently than in another Article of the Florida Uniform Commercial Code, the term has the meaning specified in Article 9.

Nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Security Agreement or the priority of Secured Party's lien thereby created. This financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that in order to be effective against a particular class of persons, including the United States Government or any of its agencies, notice of Secured Party's priority of interest in any property or interests described in the Security Agreement must be filed in the office where this financing statement is filed.

Financing Statement (continued)

Name of Debtor: P3 GROUP, LLC, a Florida limited liability company

Exhibit "A"

Legal Description of the Mortgaged Property

Parcel "A", KAFIN PLAT, according to the Plat thereof, as recorded in Plat Book 178, at Page 60, of the Public Records of Broward County, Florida

FILEDOCS 5491265 3

3

INSTR # 112972512 Page 1 of 2, Recorded 05/06/2015 at 3:18 PM
Broward County Commission, Deputy Clerk 3405



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 682-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 25902 - BANKUNITED -	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	47844195 FLFL FIXTURE

File with: Broward, FL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
109576232 9/10/2010 CC FL Broward

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Acknowledgment (Form UCC3M) and provide Debtor's name in item 13.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: Debtor or Secured Party of record AND Check one of these three boxes to:
CHANGE name and/or address: Complete item 8a or 8b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 8a or 8b

8. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (8a or 8b)

8a. ORGANIZATION'S NAME
P3 GROUP, LLC

OR

8b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

6. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
BankUnited, N.A.

OR

9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: P3 GROUP, LLC
47844195 3811 COMM LENDING_BROWARD 4648

FILING OFFICE COPY -- UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

Prepared by CT Lien Solutions, P.O. Box 29071
Glendale, CA 91209-9071 Tel (800) 331-3282

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
109576232 9/10/2010 CC FL Broward

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as Item 9 on Amendment form

12a. ORGANIZATION'S NAME BankUnited, N.A.	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record) required for indexing purposes only in some filing offices - see Instruction Item 13). Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit.

13a. ORGANIZATION'S NAME P3 GROUP, LLC			
OR			
13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:
P3 GROUP, LLC - 51913 NW 31 AVENUE , FORT LAUDERDALE, FL 33309

Secured Party Name and Address:
BankUnited, N.A. - 7815 NW 148th Street , Miami Lakes, FL 33016

<p>15. This FINANCING STATEMENT AMENDMENT:</p> <p><input type="checkbox"/> covers minor to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing</p> <p>16. Name and address of a RECORD OWNER of real estate described in Item 17 (if Debtor does not have a record interest):</p>	<p>17. Description of real estate: SEE SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF.</p>
---	---

18. MISCELLANEOUS: 47844125-FL-11 25602 - BANKUNITED - COMMERC BankUnited, N.A. File with: Broward, FL 3011 COMM LENDING, BROWARD - 4848

FILING OFFICE COPY -- UCC FINANCING STATEMENT AMENDMENT ADDENDUM (Form UCC3Ad) (Rev. 04/20/11)

Prepared by F2 Lien Solutions, P.O. Box 29071, Glendale, CA 91209-0071 Tel (800) 331 3262

EXHIBIT "C"

INSTR # 114007651 Page 1 of 6. Recorded 10/26/2016 at 02:49 PM
Broward County Commission, Deputy Clerk ERECORD

This instrument prepared by
and return to:
Brendan Aloysius Barry, Esquire
Shutts & Bowen LLP
200 East Broward Boulevard
Suite 2100
Fort Lauderdale, Florida 33301

MORTGAGE MODIFICATION AGREEMENT

THIS MORTGAGE MODIFICATION AGREEMENT (the "Modification") is effective as of October 24, 2016 (the "Effective Date"), made by P3 GROUP, LLC, a Florida limited liability company ("Borrower") each of which has an address for notice is 5913 NW 31st Avenue, Fort Lauderdale, Florida 33309, and BANKUNITED, N.A., (the "Mortgages"), whose address is 7765 NW 148th Street, Miami Lakes, Florida 33016.

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain Amended and Restated Renewal in the face amount of \$2,730,000.00, dated March 31, 2011, given by Borrower in favor of Mortgagee (the "Existing Note").

WHEREAS, the Existing Note is secured, in part, by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated September 10, 2010 and recorded in Official Records Book 47367, at Page 275, of the Public Records of Broward County, Florida, (as same may be further amended, supplemented, modified, renewed or extended from time to time; the "Original Mortgage"), upon which all documentary stamp tax and intangible tax has been paid and affixed thereto and encumbering property more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

WHEREAS, the Original Mortgage is hereinafter collectively referred to as the "Mortgage" and all references to said Mortgage shall be the Mortgage as modified by this Modification. All capitalized terms in this Modification shall have the same meanings as in the Mortgage unless otherwise provided herein.

WHEREAS, the Existing Note are additionally secured, guaranteed and evidenced by certain other documents in connection with the loans (collectively, the "Loan Documents").

WHEREAS, the parties hereto desire to modify certain terms of the Mortgage and other Loan Documents subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby agree to the following:

Note to Examiner: FLORIDA DOCUMENTARY STAMP TAX AND FLORIDA INTANGIBLE TAX RELATIVE TO THE \$2,730,000 EXISTING NOTE WERE PREVIOUSLY PAID IN FULL AND EVIDENCE OF SAID PAYMENTS APPEARS ON THE ORIGINAL MORTGAGE. THIS MODIFICATION DOES NOT EVIDENCE OR SECURE ANY ADDITIONAL INDEBTEDNESS NOR INCREASE THE LOAN, THEREFORE, NO DOCUMENTARY STAMP TAX OR INTANGIBLE TAX ARE DUE UPON THE RECORDING OF THIS MODIFICATION.
EFLDOCS 7157262.2

1. The foregoing recitals are true and correct and are incorporated as part of this Modification.

2. The Borrower has concurrently herewith executed that certain Second Amended and Restated Renewal Promissory Note (the "Note") in the amount of \$1,774,500.42 dated as of the date hereof, and made payable to the order of Mortgagee. The Note amends, restates, decreases (by \$955,499.58), supersedes and replaces in its entirety the Existing Note. All references in the "Note" in the Mortgage or other Loan Documents shall hereafter refer to the Note as defined in this Section.

3. For good and valuable considerations and to secure the payment of the indebtedness under the Loan, to be paid in accordance with the Note, as applicable, together with interest thereon and any and all sums due or which may become due from the Borrower to the Mortgagee to the Mortgagee pursuant to the terms of all other documents and instruments now or hereafter evidencing, describing, guaranteeing or securing the Loan, Borrower does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee its successors and assigns, in fee simple, the Mortgaged Property.

4. Borrower represents and warrants to Mortgagee that the Mortgage is binding upon the Borrower, its successors and assigns, and that no agreement, oral or otherwise, has been made by any of Mortgagee's employees, agents, officers or directors to further extend or modify the Note, the Mortgage or the other Loan Documents. Borrower further warrant that they have full power and authority to execute this Modification.

5. Borrower hereby ratifies and re-affirms all of the terms and conditions of the Note, the Mortgage (including all environmental matters) and the other Loan Documents, as modified hereby, and Borrower does hereby acknowledge, certify, affirm and represent with full knowledge that Mortgagee is acting in reliance thereon in the execution of this Modification that there are no claims, offsets, breaches of any agreement, document or writing relating directly or indirectly to the Loan evidenced by the Note; no matter, item or thing that would diminish or reduce the amount owed under the Note; or any action or causes or action by the Borrower any person dealing with the Borrower against Mortgagee directly or indirectly relating to the Loan and the Borrower affirms there is no offset or defense as to the indebtedness owed as of this date and that Borrower are not in default of the Note, the Note or other Loan Documents as of this date. Borrower further acknowledges that all representations and warranties made by the Borrower in the Loan Documents remain true and correct as of this date.

6. RELEASE. AS A MATERIAL INDUCEMENT FOR MORTGAGEE TO ENTER INTO THE SUBJECT TRANSACTION, BORROWER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE MORTGAGEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH BORROWER EVER HAD, NOW HAVE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF BORROWER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST MORTGAGEE, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RELATED TO THE LOAN OR THE LOAN DOCUMENTS, THE COLLATERAL OR THE MORTGAGED PROPERTY THROUGH THE DATE HEREOF. BORROWER FURTHER EXPRESSLY AGREE THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. IN ADDITION TO, AND WITHOUT LIMITING THE GENERALITY OF FOREGOING, BORROWER FURTHER COVENANT WITH AND WARRANT UNTO MORTGAGEE, AND ITS AFFILIATES

AND ASSIGNS, THAT THERE EXIST NO CLAIMS, COUNTERCLAIMS, DEFENSES, OBJECTIONS, OFFSETS OR CLAIMS OF OFFSETS AGAINST MORTGAGEE OR THE OBLIGATIONS OF BORROWER TO PAY THE LOAN TO MORTGAGEE WHEN AND AS THE SAME BECOMES DUE AND PAYABLE.

7. It is the intent of the parties hereto that this instrument shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgage, and that all sums advanced in connection herewith shall have the same priority as the sums originally secured under the Mortgage. In the event this instrument, or any part hereof, or any of the instruments executed in connection herewith shall be construed or shall operate to affect the lien priority of the Mortgage, then, to the extent such instrument creates a charge upon the Mortgaged Property in excess of that contemplated and permitted by the Mortgage, and to the extent third persons acquiring an interest in such Mortgaged Property between the time of the recording of the Original Mortgage and the recording hereof are prejudiced thereby, if any, this instrument shall be void and of no force or effect; provided, however, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all the terms and conditions hereof until all indebtedness owing from Borrower to Mortgagee shall have been paid.

8. Borrower agrees to pay all fees and costs related to the recording of this Modification, including, but not limited to, all applicable intangible tax and documentary stamp tax.

9. Except as modified herein, the Mortgage shall remain in full force and effect according to its terms and if there is any conflict in the terms of this Modification and the Mortgage, the terms of this Modification shall apply.

10. WAIVER OF JURY TRIAL. WAIVER OF JURY TRIAL. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY BORROWER AND MORTGAGEE, AND BORROWER AND MORTGAGEE HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE BORROWER AND THE MORTGAGEE, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE, ANY NOTE, ANY OTHER LOAN DOCUMENT, ANY OF THE OTHER OBLIGATIONS, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE BORROWER AND THE MORTGAGEE ARE ADVERSE PARTIES, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. BORROWER AND MORTGAGEE ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL.

[EXECUTIONS CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Borrower, as of the day and year first above written, has caused this Modification to be executed.

BORROWER:

Witnesses:

P3 GROUP LLC, a Florida limited liability company

Cynthia F. Best
Print Name: CYNTHIA F. BEST

By: Bernard Paul-Hus
Bernard Paul-Hus, Manager

Richard G. Paul-Hus
Print Name: RICHARD G. PAUL-HUS

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of October, 2016, by Bernard Paul-Hus, as Manager of **P3 GROUP LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or produced _____ as identification.

{Notary seal must be affixed}



Stephanie L. Jewell
Signature of Notary
Stephanie L. Jewell
Name of Notary (typed, printed or stamped)
My Commission Expires: May 1, 2019

BANKUNITED, N.A.

WITNESSES:

Cynthia F. [Signature]
Print Name: CYNTHIA F. [Signature]
Richard [Signature]
Print Name: Richard [Signature]

By: [Signature]
Name: Richard Thill
Title: SVP

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of October, 2016, by Richard Thill, as SVP of BANKUNITED, N.A., on behalf of the bank. He/She is personally known to me or has produced a driver's license as identification.



Stephanie L. Jewell
Print or Stamp Name: Stephanie L. Jewell
Notary Public, State of Florida-at-Large
Commission No: _____
My Commission Expires: May 1, 2019

EXHIBIT "C"

INSTR # 114007651 Page 6 of 98

EXHIBIT "A"
LEGAL DESCRIPTION OF THE LAND

Parcel "A", KAFIN PLAT, according to the Plat thereof, as recorded in Plat Book 178, at Page 60, of the Public Records of Broward County, Florida

EXHIBIT "C"

Instr# 115435017 . Page 1 of 7, Recorded 11/07/2018 at 04:49 PM
Broward County Commission
Mtg Doc Stamps: \$4889.50 Int. Tax: \$2793.92

This instrument prepared by
and return to:

Martha Rabbitt, Esq.
Shutts & Bowen LLP
200 South Biscayne Boulevard
Suite 4100
Miami, Florida 33131

FUTURE ADVANCE AND SECOND MORTGAGE MODIFICATION AGREEMENT

THIS FUTURE ADVANCE AND SECOND MORTGAGE MODIFICATION AGREEMENT (the "Modification") is effective as of November 7, 2018 (the "Effective Date"), made by P3 GROUP, LLC, a Florida limited liability company ("Borrower") each of which has an address for notice is 5913 NW 31st Avenue, Fort Lauderdale, Florida 33309, and BANKUNITED, N.A., (the "Mortgagee"), whose address is 7765 NW 148th Street, Miami Lakes, Florida 33016.

WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of that certain Second Amended and Restated Renewal Promissory Note in the face amount of amount of \$1,774,500.42, dated as of October 24, 2016, given by Borrower in favor of Mortgagee, which amended, restated, reduced (by \$955,499.58), replaced and superseded by that certain, Amended and Restated Renewal Promissory Note in the face amount of \$2,730,000.00, dated as of March 31, 2011, given by Borrower in favor of Mortgagee, which amended, restated, replaced and superseded that certain Promissory Note in the face amount of \$2,730,000.00, dated September 10, 2010, given by Borrower in favor of Mortgagee (collectively, the "Existing Note").

WHEREAS, the Existing Note is secured, in part, by that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated September 10, 2010 and recorded in Official Records Book 47367, at Page 275, of the Public Records of Broward County, Florida, as modified by that certain Mortgage Modification Agreement, dated October 24, 2016 and recorded in Official Records Book Instrument Number 114007657, of the Public Records of Broward County, Florida (as same may be further amended, supplemented, modified, renewed or extended from time to time, the "Original Mortgage"), upon which all documentary stamp tax and intangible tax has been paid and affixed thereto and encumbering property more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

WHEREAS, the Original Mortgage is hereinafter collectively referred to as the "Mortgage" and all references to said Mortgage shall be the Mortgage as modified by this Modification. All capitalized terms in this Modification shall have the same meanings as in the Mortgage unless otherwise provided herein.

NOTE TO EXAMINER: FLORIDA DOCUMENTARY STAMP TAX AND FLORIDA INTANGIBLE TAX RELATIVE TO THE EXISTING NOTE (AS DEFINED HEREIN) WERE PREVIOUSLY PAID IN FULL AND EVIDENCE OF SAID PAYMENTS APPEARS ON THE ORIGINAL MORTGAGE. ADDITIONAL FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$4,889.50 AND INTANGIBLE TAXES IN THE AMOUNT OF \$2,793.92 ARE CONCURRENTLY HERewith BEING PAID WITH RESPECT TO THE FUTURE ADVANCE OF \$1,396,957.83 EVIDENCED BY THE AMENDED AND RESTATED PROMISSORY NOTE ARE DUE IN CONNECTION WITH THE EXECUTION OF THE NOTE (AS DEFINED HEREIN) AND ARE BEING PAID CONCURRENTLY WITH THE RECORDING OF THIS MODIFICATION.

WHEREAS, the Existing Note is additionally secured, guaranteed and evidenced by certain other documents in connection with the loans (collectively, the "Loan Documents").

WHEREAS, the Original Mortgage provides that the lien of the Original Mortgage secures all future advances made by Mortgagee to Borrower up to and including a total unpaid aggregate balance of twice the face amount of the Note, plus interest thereon, plus other disbursements made by Borrower as more particularly described in the Original Mortgage;

WHEREAS, as of the date hereof, Borrower has requested, and Mortgagee has agreed: (i) that Mortgagee shall make a future advance on the Loan to Borrower in the amount of ONE MILLION THREE HUNDRED NINETY-SIX THOUSAND NINE HUNDRED FIFTY-SEVEN AND 83/100 DOLLARS (\$1,396,957.83) (the "Future Advance"), and will consolidate the original aggregate principal amount of the Existing Note with the foregoing future advance in an Amended and Restated Promissory Note with a principal amount of TWO MILLION NINE TWENTY-FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,925,000.00) (the "Note"); (ii) that as a result of the Future Advance, the total principal amount of the Loan, as amended hereby, shall be \$2,925,000.00; (iii) to modify the Loan Documents, including the Loan Agreement, to evidence the Future Advance and certain other agreements of the Borrower and Mortgagee, all as more particularly set forth in the Loan Documents.

WHEREAS, the Loan, as increased by the Future Advance to the aggregate principal amount of \$2,925,000.00, shall hereafter be referred to as the "Loan", and the definition of the "Loan" in the Original Mortgage and other Loan Documents is hereby modified accordingly;

WHEREAS, the definition of the "Note" in the Original Mortgage and other Loan Documents is hereby modified in accordance with the definition of the "Note" herein;

WHEREAS, the Loan shall continue to be secured by the Original Mortgage, as amended by this Modification;

WHEREAS, Borrower acknowledges, represents and confirms to Mortgagee that (i) the lien of this Modification secures the Note and constitutes a valid and existing first mortgage lien upon the Mortgaged Property, (ii) there are no defense, set-offs, counterclaims, cross-actions or equities in favor of the Borrower to or against the enforcement of the Existing Note or the Note or any other document heretofore executed in connection with the Loan, the Existing Note, the Note, the Original Mortgage, the Loan Agreement, this Modification or any other Loan Documents, (iii) to the best of Borrower's knowledge, no payments of interest or any other charges have been made to Mortgagee or paid by Borrower in connection with any indebtedness secured by the Original Mortgage, as modified by this Modification, which would result in the computation or earning of interest in excess of the maximum rate of interest which is legally permitted under the laws of the State of Florida or federal law, in effect from time to time, whichever is highest; and

WHEREAS, in order to induce Mortgagee to amend and modify the Loan, Borrower has agreed to enter into this Modification.

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, hereby agree to the following:

1. The foregoing recitals are true and correct and are incorporated as part of this Modification.

EXHIBIT "C"

1. Borrower acknowledges and agrees that as of the date of this Modification, prior to the future advance being made concurrently herewith, the principal amount of \$1,528,042.17 is outstanding under the Loan, together with interest accrued thereon, and that such sum is due and owing without defense, offset or counterclaim

2. The Original Mortgage is hereby modified and amended such that the Mortgage shall secure with full force and effect all obligations of Borrower under the Note and that said obligations are hereby included in the definition of "Obligations."

3. For good and valuable considerations and to secure the payment of the indebtedness under the Loan, to be paid in accordance with the Note, as applicable, together with interest thereon and any and all sums due or which may become due from the Borrower to the Mortgagee to the Mortgagee pursuant to the terms of all other documents and instruments now or hereafter evidencing, describing, guaranteeing or securing the Loan, Borrower does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee its successors and assigns, in fee simple, the Mortgaged Property.

4. Borrower represents and warrants to Mortgagee that the Mortgage is binding upon the Borrower, its successors and assigns, and that no agreement, oral or otherwise, has been made by any of Mortgagee's employees, agents, officers or directors to further extend or modify the Note, the Mortgage or the other Loan Documents. Borrower further warrant that they have full power and authority to execute this Modification.

5. Borrower hereby ratifies and re-affirms all of the terms and conditions of the Note, the Mortgage (including all environmental matters) and the other Loan Documents, as modified hereby, and Borrower does hereby acknowledge, certify, affirm and represent with full knowledge that Mortgagee is acting in reliance thereon in the execution of this Modification that there are no claims, offsets, breaches of any agreement, document or writing relating directly or indirectly to the Loan evidenced by the Note; no matter, item or thing that would diminish or reduce the amount owed under the Note; or any action or causes or action by the Borrower any person dealing with the Borrower against Mortgagee directly or indirectly relating to the Loan and the Borrower affirms there is no offset or defense as to the indebtedness owed as of this date and that Borrower are not in default of the Note, the Note or other Loan Documents as of this date. Borrower further acknowledges that all representations and warranties made by the Borrower in the Loan Documents remain true and correct as of this date.

6. RELEASE. AS A MATERIAL INDUCEMENT FOR MORTGAGEE TO ENTER INTO THE SUBJECT TRANSACTION, BORROWER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE MORTGAGEE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH BORROWER EVER HAD, NOW HAVE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF BORROWER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST MORTGAGEE, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RELATED TO THE LOAN OR THE LOAN DOCUMENTS, THE COLLATERAL OR THE MORTGAGED PROPERTY THROUGH THE DATE HEREOF. BORROWER FURTHER EXPRESSLY AGREE THAT THE FOREGOING RELEASE AND WAIVER AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. IN ADDITION TO, AND WITHOUT LIMITING THE GENERALITY OF FOREGOING, BORROWER FURTHER COVENANT WITH AND WARRANT UNTO MORTGAGEE, AND ITS AFFILIATES

AND ASSIGNS, THAT THERE EXIST NO CLAIMS, COUNTERCLAIMS, DEFENSES, OBJECTIONS, OFFSETS OR CLAIMS OF OFFSETS AGAINST MORTGAGEE OR THE OBLIGATIONS OF BORROWER TO PAY THE LOAN TO MORTGAGEE WHEN AND AS THE SAME BECOMES DUE AND PAYABLE.

7. It is the intent of the parties hereto that this instrument shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgage, and that all sums advanced in connection herewith shall have the same priority as the sums originally secured under the Mortgage. In the event this instrument, or any part hereof, or any of the instruments executed in connection herewith shall be construed or shall operate to affect the lien priority of the Mortgage, then, to the extent such instrument creates a charge upon the Mortgaged Property in excess of that contemplated and permitted by the Mortgage, and to the extent third persons acquiring an interest in such Mortgaged Property between the time of the recording of the Original Mortgage and the recording hereof are prejudiced thereby, if any, this instrument shall be void and of no force or effect; provided, however, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all the terms and conditions hereof until all indebtedness owing from Borrower to Mortgagee shall have been paid.

8. Borrower agrees to pay all fees and costs related to the recording of this Modification, including, but not limited to, all applicable intangible tax and documentary stamp tax.

9. Except as modified herein, the Mortgage shall remain in full force and effect according to its terms and if there is any conflict in the terms of this Modification and the Mortgage, the terms of this Modification shall apply.

10. WAIVER OF JURY TRIAL. WAIVER OF JURY TRIAL. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY BORROWER AND MORTGAGEE, AND BORROWER AND MORTGAGEE HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE BORROWER AND THE MORTGAGEE, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS MORTGAGE, ANY NOTE, ANY OTHER LOAN DOCUMENT, ANY OF THE OTHER OBLIGATIONS, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR ARISING FROM ANY LENDING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE BORROWER AND THE MORTGAGEE ARE ADVERSE PARTIES, AND EACH AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. BORROWER AND MORTGAGEE ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL.

[EXECUTIONS CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Borrower and Lender, as of the day and year first above written, has caused this Modification to be executed.

BORROWER:

P3 GROUP LLC, a Florida limited liability company

By: [Signature]
Bernard Paul-Hus, Manager

Witnesses:

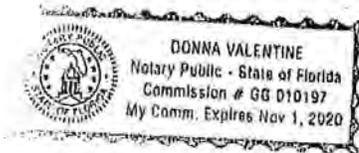
[Signature]
Print Name: DONNA VALENTINE

[Signature]
Print Name: KEVIN WARRELL

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6 day of November, 2018, by Bernard Paul-Hus, as Manager of **P3 GROUP LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me or produced as identification.

(Notary seal must be affixed)



[Signature]
Signature of Notary
Donna Valentine
Name of Notary (typed, printed or stamped)
My Commission Expires: 11-01-2020

BANKUNITED, N.A.

WITNESSES:

[Signature]
Print Name: Donna Valentine

By: [Signature]
Name: Richard Thill
Title: SVP

[Signature]
Print Name: KEVIN WORRELL

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6 day of November, 2018, by Richard Thill, as Sr. V.P. of BANKUNITED, N.A., on behalf of the bank. He/She is personally known to me or has produced a driver's license as identification.

[Signature]
Print or Stamp Name: Donna Valentine
Notary Public, State of Florida-at-Large
Commission No: GG010197
My Commission Expires: 11-01-2020



EXHIBIT "C"

Doc: FLBROW:115435017 Page 7 of 7

EXHIBIT "A"
LEGAL DESCRIPTION OF THE LAND

Parcel "A", KAFIN PLAT, according to the Plat thereof, as recorded in Plat Book 178, at Page 60, of the Public Records of Broward County, Florida

FLAT BOOK 175 PAGE 66

MARIN PLAT
PART OF THE N.W. 1/4 OF
SECTION 22, TOWNSHIP 48 SOUTH, RANGE 42 EAST
POMPAHO BEACH, BROWARD COUNTY, FLORIDA

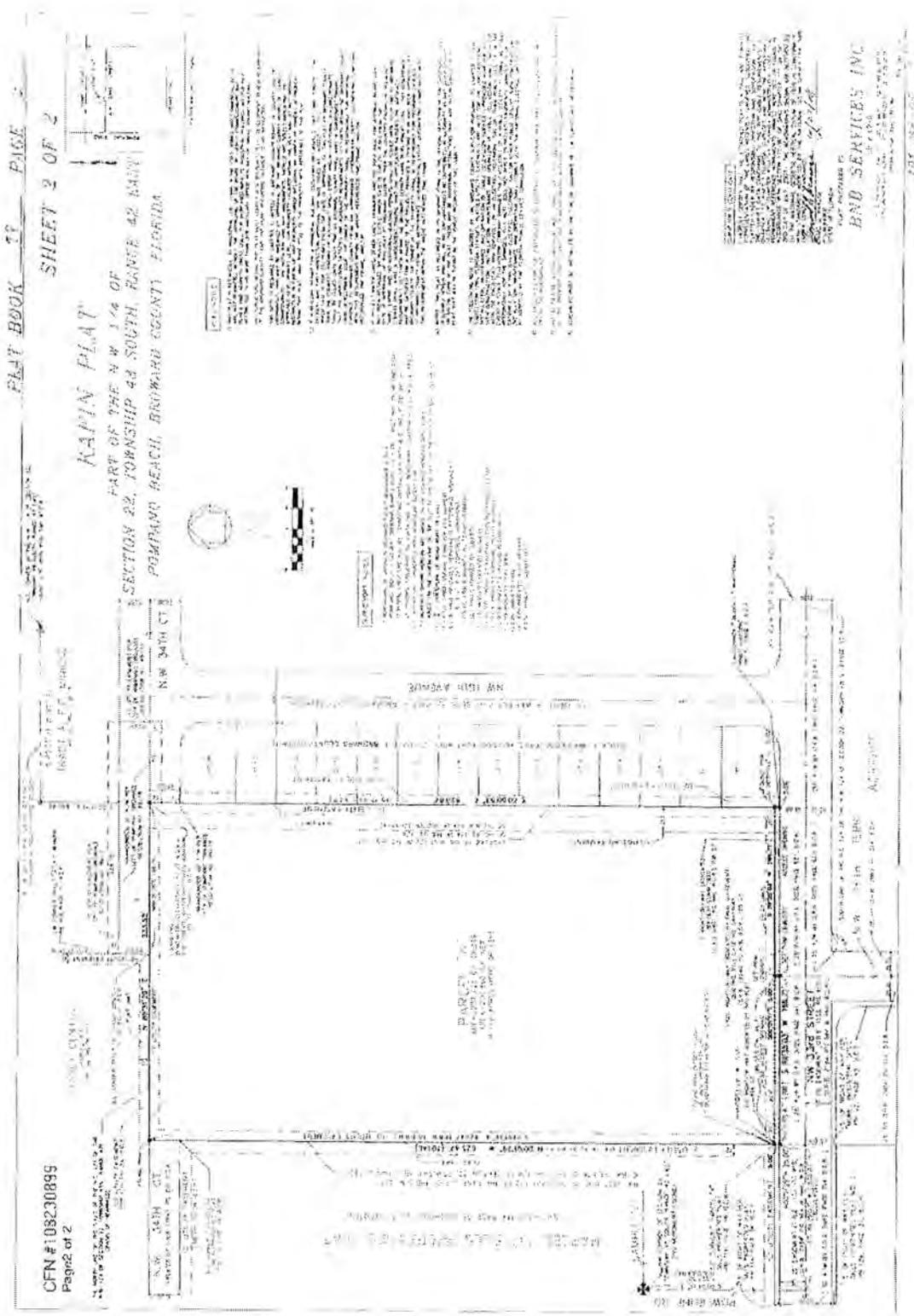
CFN # 108230899.
Page 1 of 2
Recorded 11/03/2008 at 06:21 AM



[This area contains the main body of the plat, including various legal descriptions, signatures, and stamps. The text is largely illegible due to the image quality and orientation.]

[Signatures and stamps are visible, including one that reads "BND SERVICES INC" and another that reads "Bernard Paulino".]

This map is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown hereon.



594030

EASEMENT

OCT 28 4 11 PM EST. 1924

DWO No. _____
ER No. _____
Pole No. _____

OFF. REC. 231 PAGE 408

FLORIDA POWER & LIGHT COMPANY
Miami, Florida

Gentlemen:

In consideration of the payment to us by you of \$1.00 which we have received, we and those holding through us, grant and give to you and your successors the right to set and maintain poles and anchors for an electric transmission and distribution line, and the necessary appurtenances for such lines, and the right to permit the attachment of and/or carry in conduit wires or cable of any other Company or person; also, the right to cut, trim and keep clear all trees, brush and undergrowth that might endanger the proper construction, operation and maintenance of said line, on our property, described as follows:

According to the attached sketch, marked Exhibit "A", which in a sales map of Pospaso Farms Subdivision, not recorded, lying in Section 22, Township 148 South, Range 12 East, Broward County, Florida, utility easements described as follows:

SIX (6) FOOT EASEMENT ALONG THE NORTH EDGE OF LOTS ONE (1), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), EIGHTEEN (18), AND NINETEEN (19).

SIX (6) FOOT EASEMENT ALONG THE WEST EDGE OF LOTS FOUR (4) AND TWELVE (12) AND ALSO INCLUDING A SIX (6) FOOT EASEMENT ACROSS THE ROAD TO CONNECT THESE EASEMENTS.

SIX (6) FOOT EASEMENT ALONG THE EAST EDGE OF LOTS ONE (1), TWO (2), THREE (3), NINE (9), TEN (10), AND ELEVEN (11), AND ALSO INCLUDING A SIX FOOT EASEMENT ACROSS THE ROAD TO CONNECT THESE EASEMENTS.



ALONG THE ROAD AS SHOWN ON THE ATTACHED SKETCH, MARKED EXHIBIT "A", EXTENDING THE ENTIRE LENGTH OF SAID ROAD FROM POWER LINE ROAD, AT THE SOUTH OF LOT ELEVEN (11), AND EXTENDING EASTWARD TO THE EAST EDGE OF LOT THIRTY SEVEN (37)

ALONG THE ROAD AS SHOWN ON THE ATTACHED SKETCH, MARKED EXHIBIT "A", EXTENDING THE ENTIRE LENGTH FROM THE SOUTH EDGE OF LOTS TWENTY-FIVE (25) AND TWENTY-SIX (26) SOUTHWARD TO THE SOUTH EDGE OF LOTS SIXTY-FIVE (65) AND SIXTY-NINE (69).

EASEMENT FOR ANCHORAGE PURPOSES IN THE EASEMENT SHOWN ON THE ATTACHED SKETCH, MARKED EXHIBIT "A", BETWEEN LOTS TWENTY-FIVE (25) AND TWENTY-SIX (26), BEGINNING AT THE SOUTH EDGE AND EXTENDING NORTHWARD FOR A DISTANCE OF EIGHTEEN (18) FEET.

Signed, sealed and delivered in the presence of:

CORAL INVESTMENT CORP.

W. L. Lewis

Thomas J. Cannon
President

George L. ...



Elizabeth E. Phillips
Asst. Secretary

26 ...
P.O. Box 2426 - Pompano Beach
76

270

OFF. REC. 231 PAGE 409

STATE OF _____)
COUNTY OF Dade) ss:

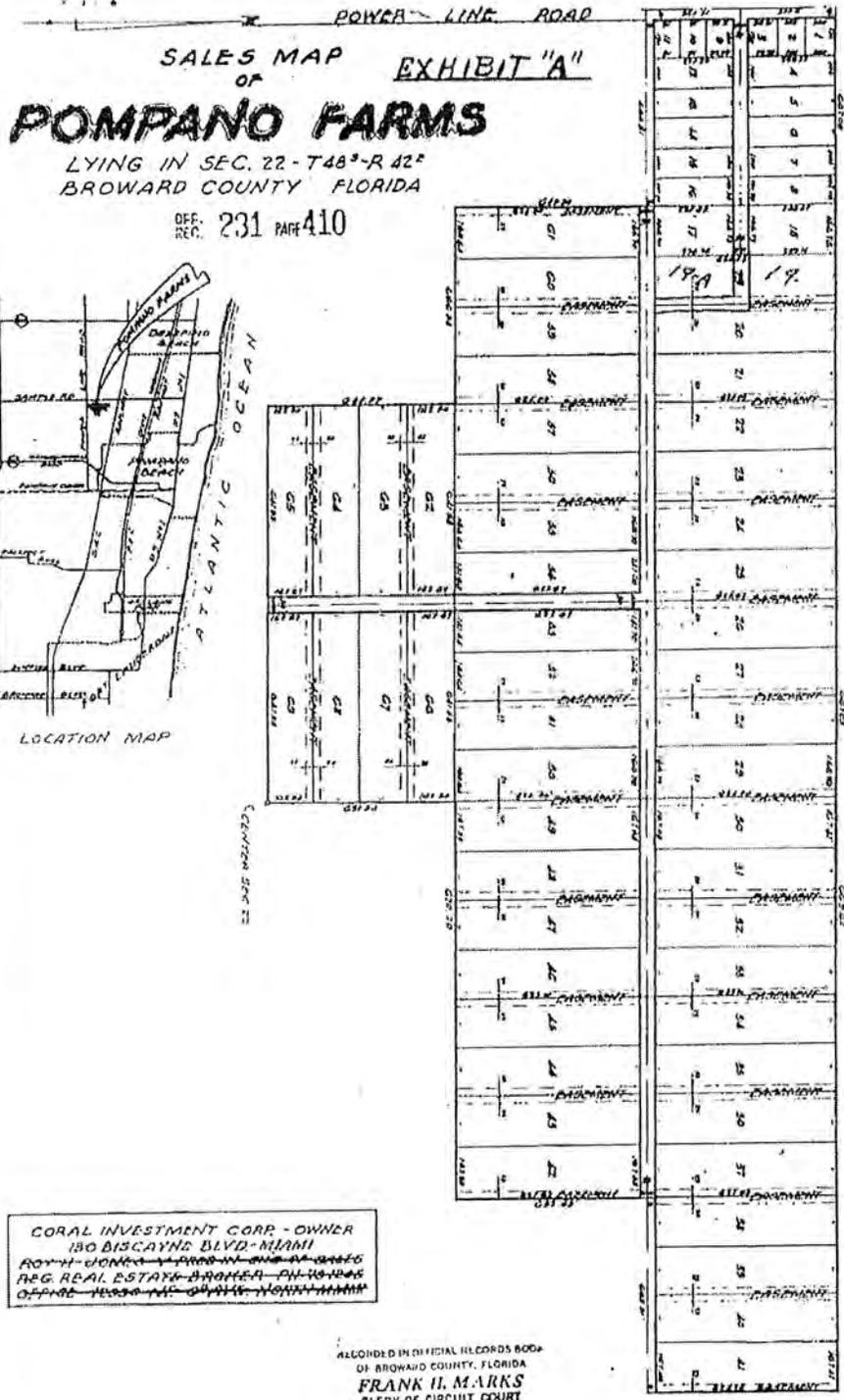
I hereby certify that on this 22nd day of October 1964, before me personally appeared Francis J. Craven and Elisabeth E. Phillips, respectively, President and Asst. Secretary of Coral Investment Corp. a corporation organized under the laws of the State of Florida to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Miami in the County of Dade and State of Florida, this 22nd day of October, 1964

Mable L. Stall
Notary Public for the State of _____

My commission expires _____, 1964.





Form 172A 4/34

EASEMENT

DWO NO. 732352
ER No. 3331
Pole No. _____

OFF. REC. 652 PAGE 187 MAY 29 1952

FLORIDA POWER & LIGHT COMPANY
Miami, Florida

Gentlemen:

In consideration of the payment to me us by you of \$ 1.00 which I we have received, I we and those holding through me us, grant and give to you and your successors the right to set and maintain poles, guy stubs, guy wires and anchors for an electric transmission and distribution line and the necessary appurtenances for such lines, also, the right to cut, trim and keep clear all trees, brush and undergrowth that might endanger the proper construction, operation and maintenance of said line, on my our property described as follows:

Grants the right only to install and maintain one anchor and guy wire approximately 69 feet north of the south line and 2 feet east of the west line of East 1/2 of East 1/2 of SW 1/4 of NE 1/4 of NW 1/4, Section 22, Township 48 South, Range 42 East, being in Broward County, Florida;

AND

Grants the right only to install and maintain one anchor and guy wire approximately 69 feet north of the south line and 2 feet west of the east line of W 1/2 of W 1/2 of SE 1/4 of NW 1/4 of NW 1/4, Section 22, Township 48 South, Range 42 East, being in Broward County, Florida.

1956 JUN -6 PM 12:10



RECORDED IN OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

In the presence of:

William H. Hanna, Jr. (SEAL)
Eva Hanna (SEAL)
(Subscribed by contract)

STATE OF FLORIDA AND COUNTY OF BROWARD

I, William H. Hanna, Jr. a Notary Public in and for the County and State aforesaid, do hereby certify that William H. Hanna, Jr. and Eva Hanna personally appeared before me, and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this 29 day of MAY 1952



William H. Hanna, Jr.
Notary Public, State of Florida at Large

My Commission expires: do 175
Notary Public, State of Florida at Large
My commission expires Oct 28, 1953.
Bonded by American Surety Co. of Fla.

994 PAGE 47

849030

A RESOLUTION ADOPTING ZONING AND BUILDING REGULATIONS IN THE TERRITORY WITHIN BROWARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: ALL OF SECTIONS 14, 15 AND 22, TOWNSHIP 48 SOUTH, RANGE 42 EAST, LESS THE CITY OF LAKEVIEW AND THAT PORTION OF SECTION 23, TOWNSHIP 48 SOUTH, RANGE 42 EAST, WHICH LIES WEST OF THE SEASOARD AIRLINE RIGHT-OF-WAY.

AUG 9 3 00 PM '57

As it is solved by the Broward County, Florida, Board of Commissioners that the Zoning and Building Regulations hereinafter set forth by reference are hereby adopted in the territory within Broward County, Florida, described as follows:

All of Sections 14, 15 and 22, Township 48 South, Range 42 East, less the city of Lakeview, and that portion of Section 23, Township 48 South, Range 42 East, which lies west of the Seaboard Airline right-of-way.

Parts 100.0 through 400.0, both inclusive, of the zoning Regulations as recorded in Deed Book 803 at Pages 186 through 205 of the public records of Broward County, Florida, and also such portions and paragraphs of paragraphs 501.0 through 1703.2 of the zoning Regulations as recorded in Deed Book 803 at Pages 206 through 230 are prescribed and indicated hereinafter within the territories as delineated.

- 1. The following described territory is hereby designated as ZONE R-2, according to paragraphs 1400.0 through 1406.0 of the Zoning Regulations.

The West 165 feet of the South one half (S $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section 22, Township 48 South, Range 42 East.

- 2. The following described territory is hereby designated as ZONE AGRICULTURE, according to paragraphs 1700.0 through 1703.2 of the Zoning Regulations.

The portion of Section 14, Township 48 South, Range 42 East, which lies east of the Seaboard Airline right-of-way; the South one-half (S $\frac{1}{2}$) of the North one quarter (N $\frac{1}{4}$) less the West 1167 feet thereof and less the West one eighth (W $\frac{1}{8}$) (670 feet) thereof, the North one half (N $\frac{1}{2}$) of the South one half (S $\frac{1}{2}$) of the North one half (N $\frac{1}{2}$) less the West one eighth (W $\frac{1}{8}$) (667 feet) and less the East one quarter (E $\frac{1}{4}$) thereof, the South one half (S $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$), all being of Section 22, Township 48 South, Range 42 East.

- 3. The following described territory is hereby designated as ZONE R-1, according to paragraphs 500.0 through 510.0 of the Zoning Regulations.

The South one half (S $\frac{1}{2}$) of the Northwest quarter (NW $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) less the West 165 feet and the East 167 feet thereof of Section 22, Township 48 South, Range 42 East.

Co Comm - J...
8.50

994 PAGE 48

4. The following described territory is hereby designated as
INDUSTRIAL ZONE, according to paragraphs 1600.0 through
1602.0 of the Zoning Regulations.

all the territory covered by this resolution not other-
wise hereinbefore designated.

-2-

994 PAGE 49

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I, Frank H. Marks, Clerk of the Circuit Court in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a resolution adopted by the said Board of County Commissioners at its regular meeting held on the 28th day of June 19 57, as appears of record in the Minutes of said Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 7th day of August A.D. 19 57.

FRANK H. MARKS, CLERK

By T. B. Gilliam
Deputy Clerk



FRANK H. MARKS
CLERK OF CIRCUIT COURT

EXHIBIT "C"

SEP 4 10:40:48 AM, OR BY 174/3 Page 12, Page 1 of 2. Received 03-25/2014 AM
9:38 AM, Broward County, Government, Paper Mark 1026

Corporation/Partnership

TO BE RECORDED

WWED PROJECT NO.: _____

BUDGET NO.: _____

BILL OF SALE ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS, that P3 Group, LLC, _____
Party of the First Part,

address: 5913 NW 31st Avenue Ft. Lauderdale, FL 33309
for and in consideration of the covenants contained in that certain agreement/ permit dated _____
July 28, 2010 _____ between Party of the First Part and BROWARD COUNTY, Party of the
Second Part, address 2555 West Copans Road, Pompano Beach, Florida 33069, by these presents
do/does grant, bargain, sell, transfer, and deliver unto the said Party of the Second Part, its
successors and assigns, the following goods and chattels:

_____ 360 LF 8" PVC gravity sewer main with 1 sewer manhole; 730 LF 8" DIP water main, 78 LF 6" DIP
water main, 10 LF 4" DIP water main, 37 LF 1" water service with (2) 1" water meters and _____
two fire hydrants _____

installed at (address): 1645 NW 33 Street Pompano Beach, FL 33064 _____

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, its
successors and assigns forever.

And they do for themselves and their successors and assigns, covenant to and with
said Party of the Second Part, its successors and assigns, that said Party of the First Part is lawful
owner of said goods and chattels; that they are free from all encumbrances; that he has good right to
sell the same as aforesaid, and that he will warrant and defend the sale of said property, goods, and
chattels hereby made, unto the said Party of the Second Part, its successors and assigns, against the
lawful claims and demands of all persons whomsoever.

(signed on the following page)

②

EXHIBIT "C"

IN WITNESS WHEREOF, the said Party of the First Part has caused this instrument to be executed and its corporate seal affixed, by its proper officers thereunto duly authorized, this 21st day of February, 2011.

Witnesses (if partnership):

Signature

Print name: Stephan Casletta

Signature
Miller Magli

Print name: Miller Magli

P-3 Group, LLC
Corporate/Partnership Name

By [Signature]
Signature

Print name: Bernard Paul-Hus

Title: President

Address: 5913 NW 31st Avenue

Ft Lauderdale, FL 33309

21st day of February, 2011

ATTEST (Use in place of Witnesses if a corporation):

[Signature]
Secretary Signature

Print Name of Secretary: Richard Paul-Hus

(CORPORATE SEAL)

ACKNOWLEDGMENT (if other than corporation)

STATE OF Florida)
COUNTY OF Volusia) SS

The foregoing instrument was acknowledged before me this 21st day of February, 2011, by Bernard Paul-Hus as President of

a P-3 Group, LLC corporation/partnership, on behalf of the corporation/ partnership.

He or she is:
 personally known to me, or
 produced identification. Type of identification produced _____

(Seal)

My Commission expires:

NOTARY PUBLIC:

[Signature]
Print name:

Revised December, 2008



EXHIBIT "C"

Doc # FLBROW-47873-00014 Page 14 Page 1 of 7 Recorded: 04/25/2011 11:04:16 AM Broward County Commissioner Copyright 2011

7

Corporation/Partnership

TO BE RECORDED

WWED PROJECT NO.: 2363

BUDGET NO.: _____

Document prepared by: _____

EASEMENT

THIS AGREEMENT made this 21st day of February, 2011 between

P3 Group, LLC _____ (the "GRANTOR")

whose address is 5913 NW 31st Avenue Ft. Lauderdale, FL 33309
and BROWARD COUNTY, a political subdivision of the State of Florida, (the "GRANTEE"), whose
address is 2555 West Copans Road, Pompano Beach, Florida 33069

WITNESSETH

WHEREAS, GRANTOR, the owner of property (Parcel Identification Number 484222580010)
situated in Broward County, Florida and described as follows:

See Exhibit "A" & Exhibit "B"

WHEREAS, GRANTEE desires an unrestricted and perpetual non-exclusive easement for water
mains and/or sanitary sewer gravity mains and/or sewage force mains and/or reclaimed water mains
and for any other water and sewer installations which might be required for the purpose of providing
water supply service for domestic or other use and for the collection of domestic or other kinds of
sewage and/or wastewater to and from properties inclusive of GRANTOR'S property which may or
may not abut and being contiguous to the easement; and

WHEREAS, GRANTOR is willing to grant such an easement, and

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other running and
one dollar (receipt acknowledged by GRANTOR) and other good and valuable considerations,
GRANTOR does hereby grant unto GRANTEE, its successors and assigns, through its (GRANTEE'S)
employees, agents, contractors, or other designated persons, full and free right and authority to
construct, maintain, repair, install, and rebuild water and/or sanitary sewerage facilities within the
property described above or more specifically described in Exhibit "B" attached hereto and made a
part hereof and GRANTOR hereby grants to GRANTEE a perpetual non-exclusive easement in, over,

7

EXHIBIT "C"

under, through, upon and/or across the above described lands for the purpose of providing water supply service for domestic or otherwise and for the collection of domestic or other kinds of sewage and/or wastewater to and from properties or lands inclusive of GRANTOR'S property or land which abuts and being contiguous to the easement described and so granted herein, also for GRANTEE to provide water and sewer services to properties which may not be contiguous to the said easement described herein.

GRANTEE has approved the existing and proposed above ground structures, asphalt, paving, landscaping, walls, fences, underground piping, underground structures, duct banks, transformers, poles, retention areas, pavers, electric, cable, and other utility facilities within the easement area described herein to the extent said improvements are shown on the plans and drawings presented to and approved by GRANTEE. Except as permitted above, GRANTOR agrees that no obstructions that would preclude maintenance or improvement of GRANTEE's facilities may be placed in the easement area by GRANTOR or any other easement holder without GRANTEE's consent. In the exercise of its rights hereunder, GRANTEE shall, at its sole cost and expense, restore the surface of the easement area to the same condition which existed prior to the commencement of any such access, maintenance, or repair.

(signed on the following page)

IN WITNESS WHEREOF GRANTOR has caused its corporate name to be hereunto signed and its corporate seal affixed, by its proper officers thereunto duly authorized, on this 21 day of February, 2011.

Witnesses (if partnership):

Signature

Print name: Stephen CassatTA

Signature

Print name: Kylie Magl.

P-3 Group, LLC
Corporate/Partnership Name

By [Signature]
Signature

Print name: Bernard Paul-Hus

Title: President

Address: 5913 NW 31ST AVENUE

FT. LAUDERDALE, FL 33309

21 day of February, 2011

ATTEST (Use in place of Witnesses if a corporation):

Secretary Signature

Print Name of Secretary

[Signature]
(CORPORATE SEAL)

ACKNOWLEDGMENT (if other than corporation)

STATE OF Florida)
COUNTY OF Broward) SS.

The foregoing instrument was acknowledged before me this 21 day of February, 2011, by Bernard Paul-Hus as President of

a Florida corporation/partnership, on behalf of the corporation/ partnership.

He or she is:

personally known to me, or
 produced identification. Type of identification produced _____

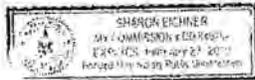
(Seal)

My Commission expires:

Revised December, 2008

NOTARY PUBLIC.

[Signature]
Print name:



SANITARY SEWER EASEMENT

EXHIBIT "A"

PARCEL DATA:

ADDRESS 1645 N.W. 33RD STREET
 POMPANO BEACH, FL. 33060

PROPOSED 25 FOOT WIDE SANITARY SEWER EASEMENT

A Strip of land 25 feet in width lying within Parcel A, of "KAFIN PLAT", according to the plat thereof, as recorded in Plat Book 178, Page 60, of the Public Records of Broward County, Florida, whose centerline is more particularly described as follows:

COMMENCING at a found concrete monument, the Northwest corner of said Parcel A, thence run along the north line of said Parcel A, North 89°31'29" East, for a distance of 195.00 feet to a point, thence run South 01°46'41" West, for a distance of 10.01 feet said point also being the POINT OF BEGINNING;

Thence from said POINT OF BEGINNING, begin Centerline of said 25 foot wide easement, thence run along said centerline South 01°46'41" West, for a distance of 347.49 feet to the end of said centerline.

Easement sidelines to be lengthened or shortened to meet at angle points and terminate at existing utility easements. Subject to restrictions, reservations, easements, and/or rights-of-way of record. Said lands situated in Broward County, Florida.

SURVEYOR'S NOTES:

- 1) THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREIN. THERE HAVE BEEN NO MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.
- 2) THIS SKETCH OF LEGAL DESCRIPTION CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF ITS CREATION. FIELD AS-BUILTS PROVIDED BY CONTRACTORS' SURVEYOR WERE UTILIZED IN THE PREPARATION OF THIS EASEMENT WHEN UTILITIES WERE BURIED AND/OR NON-VISIBLE.
- 3) THIS SKETCH DOES NOT PURPORT TO IDENTIFY ENCROACHMENTS, FOUNDATIONS, UTILITIES, STRUCTURES OR OTHER IMPROVEMENTS BELOW GRADE, IF ANY, EXCEPT WHERE SPECIFICALLY NOTED HEREON.
- 4) ALL BEARINGS, ANGLES, AND AZIMUTHS SHOWN HEREON ARE BASED ON RECORD PLAT OR DEED CALLS UNLESS OTHERWISE NOTED.
- 5) THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH THE EMBOSSED SEAL OF THE CERTIFYING SURVEYOR.

SURVEYORS' CERTIFICATION:

I HEREBY CERTIFY THAT THIS SPECIFIC PURPOSE SURVEY WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND CHAPTERS IN CHAPTER 463-01, F.S. TO 463-07, F.S. AND CHAPTER 477, F.L.A.S. STATUTES AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYORS
 SEAL

Steven D. Marshall
 STEVEN D. MARSHALL PSM
 REG. LAND SURVEYOR #6376

LB #6851

BATTAGLIA LAND SURVEYOR'S, INC.
 610 S.E. 2ND AVENUE, L-9
 DEERFIELD BEACH, FL 33441
 Phone (561)860-7939, Fax (561)852-3898
 LB #6851

LAST FIELD DATE: 9-29-2010
 ISSUE DATE: 1-11-2011
 PROJECT NUMBER: 110-020

SHEET 1 OF 2

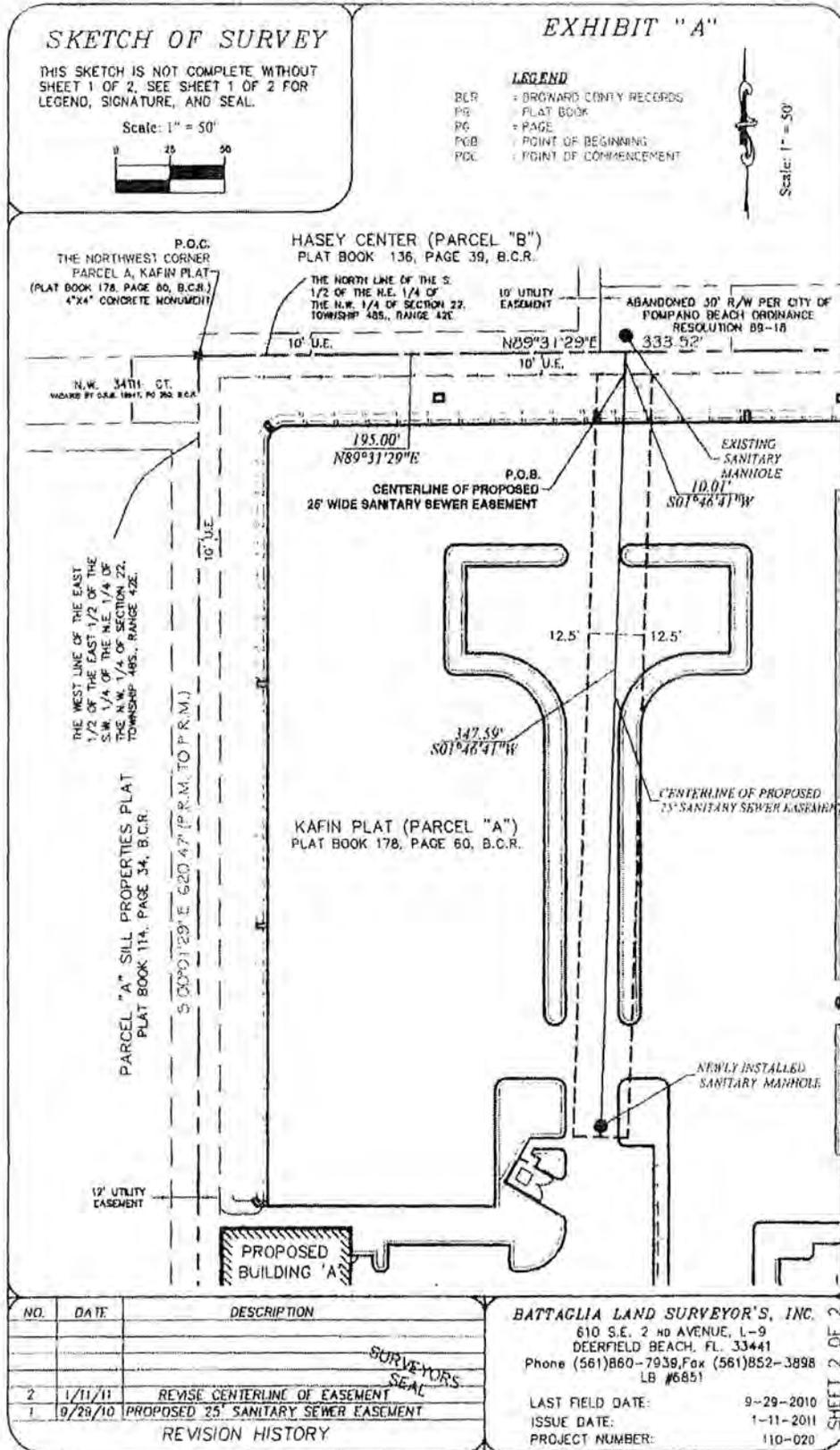


EXHIBIT "C"

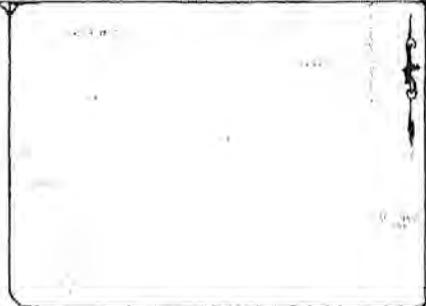
SANITARY SEWER EASEMENT

EXHIBIT "B"

PARCEL DATA:

ADDRESS 1645 N.W. 33RD STREET
POMPANO BEACH, FL. 33060

THIS SKETCH IS NOT COMPLETE WITHOUT
SHEET 2 OF 2. SEE SHEET 2 OF 2 FOR
SKETCH OF DESCRIPTION.



LOCATION MAP
N.T.S.

PROPOSED 25 FOOT WIDE SANITARY SEWER EASEMENT

A Strip of land 25 feet in width lying within Parcel A, of "KAFIN PLAT", according to the plat thereof, as recorded in Plat Book 178, Page 60, of the Public Records of Broward County, Florida, whose centerline is more particularly described as follows:

COMMENCING at a found concrete monument, the Northwest corner of said Parcel A, thence run along the north line of said Parcel A, North 89°31'29" East, for a distance of 195.00 feet to a point, thence run South 01°46'41" West, for a distance of 10.01 feet said point also being the POINT OF BEGINNING;

Thence from said POINT OF BEGINNING, begin Centerline of said 25 foot wide easement, thence run along said centerline South 01°46'41" West, for a distance of 347.49 feet to the end of said centerline.

Easement sidelines to be lengthened or shortened to meet at angle points and terminate at existing utility easements. Subject to restrictions, reservations, easements, and/or rights-of-way of record. Said lands situated in Broward County, Florida.

SURVEYOR'S NOTES

- 1) THIS IS ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREIN. THERE HAVE BEEN NO MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON
- 2) THIS SKETCH OF LEGAL DESCRIPTION CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF ITS CREATION. FIELD AS-BUILTS PROVIDED BY CONTRACTORS' SURVEYOR WERE UTILIZED IN THE PREPARATION OF THIS EASEMENT WHEN UTILITIES WERE BURIED AND/OR NON-VISIBLE.
- 3) THIS SKETCH DOES NOT PURPORT TO IDENTIFY ENCROACHMENTS, FOUNDATIONS, UTILITIES, STRUCTURES OR OTHER IMPROVEMENTS BELOW GRADE, IF ANY, EXCEPT WHERE SPECIFICALLY NOTED HEREON.
- 4) ALL BEARINGS, ANGLES, AND AZIMUTHS SHOWN HEREON ARE BASED ON RECORD PLAT OR DEED CALLS UNLESS OTHERWISE NOTED.
- 5) THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH THE EMBOSSED SEAL OF THE CERTIFYING SURVEYOR

SURVEYORS' CERTIFICATION:

I HEREBY CERTIFY THAT THIS SPECIFIC PURPOSE SURVEY WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE MODERN TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND HAPPENS IN ACCORDANCE WITH CHAPTER 54-17.050 TO 54-17.052 FAC CHAPTER 472 FLORIDA STATUTES, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYOR'S
SEAL

Steven D. Marshall
STEVEN D. MARSHALL, PSM
REG. LAND SURVEYOR #6376

BATTAGLIA LAND SURVEYOR'S, INC.
610 S.E. 2ND AVENUE, L-9
DEERFIELD BEACH, FL. 33441
Phone (561)860-7939, Fax (561)852-3898
LB #6851

LAST FIELD DATE: 9-29-2010
ISSUE DATE: 1-11-2011
PROJECT NUMBER: 110-020

SHEET 1 OF 2

EXHIBIT "C"

Inst: 114739998 , Page 1 of 3, Recorded 11/27/2012 at 02:57 PM
Broward County Commission

PREPARED BY
Keisha Anderson
City of Pompano Beach
Development Services Department
100 W. Atlantic Boulevard
Pompano Beach, FL 33060

RECORD AND RETURN TO
SAME ADDRESS

(Space above is reserved for Recording Data)

RECORDING COVER SHEET

=====

NAME OF DOCUMENT:	ORDER
EXECUTED BY:	Jim Beeson, Chairman Planning & Zoning Board City of Pompano Beach
TO:	P3 GROUP LLC
FOLIO NUMBER:	484222580010
PROPERTY ADDRESS:	1645 NW 33 rd St. Pompano Beach, FL 33064

C:\Users\AndKei\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\14CA0DWT\Template_RecordingCoverSheet.doc

PROCEEDINGS BEFORE THE ZONING BOARD OF APPEALS
CITY OF POMPANO BEACH, FLORIDA

IN RE APPEAL:

APPEAL #17-11000018

P3 Group LLC
5913 NW 31st Avenue
Fort Lauderdale, FL 33309

PARCEL "A", KAFIN PLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGES 60 AND 61, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA. CONTAINING 206,960 SQUARE FEET/4.7511 ACRES, MORE OR LESS.

AKA: P3 GROUP LLC
ZONED: I-1 (GENERAL INDUSTRIAL)
FOLIOS: 484222580010

APPLICANT LANDOWNERS: P3 Group LLC

REQUEST:

Applicant landowner requested a Variance be granted from the provisions of Chapter 155.5603. G. [Building Façade Materials/ Industrial Design Standards], of the City of Pompano Beach Code of Ordinances, in order to allow the construction of an addition using metal panels for the façade abutting a residential zoning district, rather than using an alternative material for the façade as required by Code.

* * * * *

ORDER

WHEREAS, upon presentation at a public hearing before the Zoning Board of Appeals of the application for a variance by the applicant landowner or his or her representative and upon review and consideration of all testimony, evidence and argument presented at said hearing, the Board determined by a vote of 6 – 0, that the variance requested does meet all prerequisites as set forth in Section 155.2420(D) of the Pompano Beach Code of Ordinances.

* * * * *

IT IS, THEREFORE, ORDERED THAT THE APPLICANT LANDOWNER'S REQUEST FOR ONE (1) VARIANCE IS **APPROVED**.

This approval is subject to the following three (3) conditions:

1. Obtain all necessary governmental permits and approvals including Site Plan, Zoning Compliance, Building Permit, and Building & Zoning Inspections. This will include approval of the revised plans by the Architectural Appearance Committee.

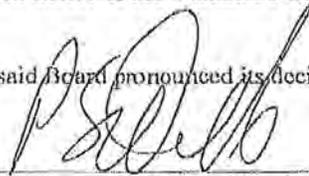
Page 2 of 3
Zoning Board of Appeals
#17-11000018

2. Substantial conformance to the site plan submitted (P&Z: 17-12000009), with any modifications needed to comply with site plan approval.
3. Variance is conditioned upon substantial compliance to the plans submitted and is limited to the substantial improvements shown on sheet SP-1. Any subsequent application submitted deemed a "substantial improvement" or new construction will not be part of this variance and will be reviewed separately at the time.

This order shall not become effective until it has been recorded with the Broward County Records Division in accordance with Section 155.2420.E, Recordation. Approval of a Variance shall automatically expire if the applicant does not record the written decision of the Variance in compliance with Section 155.2420.E, Recordation. This expiration period may not be extended in accordance with Section 155.2308.B.2, Extension of Expiration Time Period. This order authorizes only the particular regulatory relief approved as part of the Variance, as applied only to the land for which the Variance is approved, and only in accordance with any approved plans and documents, and conditions of approval. It does not exempt the applicant from the responsibility to obtain all other development permits required by this Code and any other applicable laws, and does not indicate that the development for which the

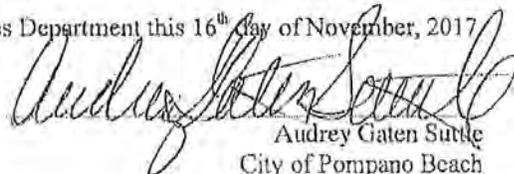
Variance is granted should receive approval of other applications for a development permit required under this Code unless the relevant and applicable portions of this Code or any other applicable laws are met. Unless it expires in accordance with Section 155.2420.G, Expiration, an approved and recorded Variance - including any approved plans and document, and conditions of approval - shall run with the land, shall be binding on the landowners and their successors and assigns, and shall not be affected by a change in ownership. In addition a recorded Variance shall automatically expire and become invalid if a Zoning Compliance Permit is not obtained for the development for which the Variance was granted within two years after the date of Variance approval, or an extension of this time period authorized in accordance with Section 155.2308.B.2, Extension of Expiration Time Period. In such a case, the Development Services Director shall file a written notice of the Variance's expiration with the Broward County Records Division for recording.

This matter was heard before the Zoning Board of Appeals, and said Board pronounced its decision on October 19, 2017.



Paul Webb, Vice-Chairman,
Zoning Board of Appeals

Filed with the Development Services Department this 16th day of November, 2017



Audrey Gaten Suttle
City of Pompano Beach

EXHIBIT "C"

insert 11555/889 , Page 1 of 3, Recorded 01/16/2019 at 10:23 AM
Broward County Commission

Document Prepared By:
Broward County Environmental Engineering and Permitting Division

Return to:
Name: Surface Water Management Program
Agency Name: Broward County Environmental Engineering and Permitting Division (EPPD)
Street Address: 1 North University Drive
City, State, Zip: Plantation, FL 33324

RE:
Permit No.: 06-05806-P
Grantee: P3 Group, LLC
Parcel ID: 484222580010
County: Broward

Recorded Notice of Environmental Resource Permit

Notice

The Broward County EPPD (Agency) hereby gives notice that Environmental Resource Permit No. 06-05806-P has been issued to authorize the construction or modification of a stormwater management system, works, or other activities to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes, and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works, or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works, or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove, or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof), without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works, or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule 62-330.310, Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works, or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, wetland mitigation areas, buffers, upland conservation areas, and docking facilities.



Form 62-330 090(1) - Recorded Notice of Environmental Resource Permit
Incorporated by reference in subsection 62-330 090(7), F.A.C. (June 1, 2018)

Page 1 of 3

EXHIBIT "C"

Conditions

The Permit is subject to the General Conditions set forth in Rule 62-330.350, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

Conflict Between Notice and Permit

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

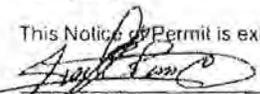
This Notice Is Not an Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release

This Notice may not be released or removed from the public records without the prior written consent of the Agency.

This Notice of Permit is executed on this 28 day of December, 2018.



For Agency

Broward County Surface Water Management Program Manager
Agency Contact

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of December, 2018 by Jose Roxillo (name and title) He is personally known to me or has produced _____ as identification.



Notary Public Signature, State of Florida

JILL M RYAN
Printed, Typed or Stamped Name
Commission/Serial No: FF933575
My Commission Expires November 23 2019

EXHIBIT A

DESCRIPTION:

PARCEL "A", KAFIN PLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGES 60 AND 61, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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

CONTAINING 206,960 SQUARE FEET/4.7511 ACRES, MORE OR LESS.

Instr# 116642058 , Page 1 of 5, Recorded 07/31/2020 at 08:44 AM
Broward County Commission

EXHIBIT "C"

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wollers Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wollersklwlr.com	
C. SEND ACKNOWLEDGMENT TO (Name and Address) 25902 - BANKUNITED -	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	75967962 FLFL FIXTURE
File with: Broward, FL	
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY	

1a INITIAL FINANCING STATEMENT FILE NUMBER
109576232 9/10/2010 CC FL Broward

1b This FINANCING STATEMENT AMENDMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS
For UCC3 Amendment Attention: (Form UCC3Adt) and provide Debtor's name in item 13

2 **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3 **ASSIGNMENT (full or partial):** Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c, and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4 **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5 **PARTY INFORMATION CHANGE:**
Check one of these two boxes: AND Check one of these three boxes to:
This Change affects: Debtor or Secured Party of record CHANGE name and/or address: Complete from 6a or 6b, and item 7a or 7b and item 7c; ADD name: Complete item 7a or 7b, and item 7c; DELETE name: Give item 6a name to be deleted in item 6a or 6b

6 **CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)**

6a ORGANIZATION'S NAME
P3 GROUP, LLC

OR
6b INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL(S) SUFFIX

7 **CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide any one name (7a or 7b) Give exact full name, including suffix, or address for any part of the Debtor's name(s)**

7a ORGANIZATION'S NAME

OR
7b INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S) INITIAL(S) SUFFIX

7c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8 **COLLATERAL CHANGE** AND check one of these four boxes ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral

9 **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (Name of Assignor, if this is an Assignment)**
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a ORGANIZATION'S NAME
BankUnited, N.A.

OR
9b INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S) INITIAL(S) SUFFIX

10 **OPTIONAL FILER REFERENCE DATA** Debtor Name: **P3 GROUP, LLC**
75967962 3811 COMM LENDING_BROWARD 4648

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

Prepared by Lien Solutions, P.O. Box 29071
Glendale, CA 91209-9071, Tel: (800) 331-3282

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11 INITIAL FINANCING STATEMENT FILE NUMBER. Same as item 1a on Amendment form 109576232 9/10/2010 CC FL Broward	
12 NAME OF PARTY AUTHORIZING THIS AMENDMENT. Same as item 5 on Amendment form	
12a ORGANIZATION'S NAME BankUnited, N.A.	
OR	
12b INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13 Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13). Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a ORGANIZATION'S NAME P3 GROUP, LLC			
OR			
13b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX

14 ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:
P3 GROUP, LLC - 51913 NW 31 AVENUE , FORT LAUDERDALE, FL 33309

Secured Party Name and Address:
BankUnited, N.A - 7815 NW 148th Street Miami Lakes, FL 33016



15 This FINANCING STATEMENT AMENDMENT <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers oil-and-gas/other collateral <input checked="" type="checkbox"/> is filed as a fixture filing	17 Description of real estate. SEE SCHEDULE 1 ATTACHED HERETO AND MADE A PART HEREOF.
16 Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	

18 MISCELLANEOUS, 75987002-FL-11 25902 - BANKUNITED - COMMERC BankUnited, N.A File with Broward, FL 3811 COMM LENDING_BROWARD 4648

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT ADDENDUM (Form UCC3Ad) (Rev. 04/20/11)

Prepared by Len Solodich P.O. Box 29671
Glendale, CA 91209-6071 Tel (800) 331-3282

Instr# 116642058 , Page 3 of 5

CFN # 109576232, OR BK 47367 PG 296, Page 2 of 4

SCHEDULE I

Financing Statement (continued)

Name of Debtor: P3 GROUP, LLC, a Florida limited liability company

Item No. 4:

All of Debtor's right, title and interest of any kind or description, tangible or intangible, now or hereafter acquired in and to any and all of the following property, wherever located and whether now owned by Debtor or hereafter acquired:

i. all leasehold estate, and all right, title and interest of Debtor in and to all leases or subleases covering the Mortgaged Property (described in Exhibit "A" attached hereto) or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

ii. all right, title and interest of Debtor in and to all options to purchase or lease the Mortgaged Property or any portion thereof or interest therein, and any greater estate in the Mortgaged Property owned or hereafter acquired;

iii. all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof of thereto, and all water rights;

iv. any and all buildings, structures and improvements now or hereafter erected thereon, including, but not limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements (sometimes hereinafter referred to as the "Improvements");

v. all fixtures, appliances, machinery, equipment, furniture, furnishings and articles of personal property now or hereafter affixed to, placed upon or used in connection with the operation of any of said properties all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures, and appurtenances which are now or may hereafter pertain or be used with, in or on said Mortgaged Property, even though they may be detached or detachable and all building improvement and construction materials, supplies and equipment hereafter delivered to said land contemplating installation or use in the constructions thereon and all rights and interests of Debtor in building permits and architectural plans and specifications relating to contemplated constructions or Improvements on said Mortgaged Property and all rights and interests of Debtor in present or future mortgage loan commitments pertaining to any of said Mortgaged Property or Improvements thereon (sometimes hereinafter referred to as the "Personal Property");

vi. All awards and proceeds of condemnation for the Mortgaged Property or any part thereof to which Debtor is entitled for any taking of all or any part of the Mortgaged Property by condemnation or exercise of the right of eminent domain. All such awards and condemnation proceeds are hereby assigned to Secured Party and the Secured Party is hereby authorized, subject to the provisions contained in the Security Agreement (as defined below), to apply such awards and condemnation proceeds or any part thereof, after deducting therefrom any expenses incurred by the Secured Party in the collection or

FLBDOCS 5491765.3

1

Financing Statement (continued)

Name of Debtor: P3 GROUP, LLC, a Florida limited liability company

handling thereof, toward the payment, in full in or part, of the Note, notwithstanding the fact that the amount owing thereon may not then be due and payable;

vii. all rents, issues and profits of the Mortgaged Property and all the estate, right, title and interest of every nature whatsoever of the Debtor in and to the same;

viii. all accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any part of the Mortgaged Property, as hereinafter defined, including without limitation all proceeds and choses in action arising under any insurance policies maintained with respect to all or any part of the Mortgaged Property;

ix. all obligations under a "swap agreement" as defined in 11 U.S.C. 101(55);

x. all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items;

xi. all good will, trademarks, trade names, option rights, purchase contracts, books and records and general intangibles of the Debtor relating to the Mortgaged Property;

xii. all insurance policies now or hereafter in effect with respect to the Mortgaged Property, or any portion thereof, any unearned premiums thereon, and all proceeds thereof; and

xiii. all rights of the Debtor, if any, in and relating to any sanitary sewer system, lift station, sewage treatment plant and water system serving the Mortgaged Property and the use thereof, and any agreements relating thereto.

Capitalized terms used above without definition have the meanings given them in the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Security Agreement") dated as of September 10, 2010, given by Debtor, as grantor, for the benefit of Secured Party, as beneficiary. Any term used or defined in the Florida Uniform Commercial Code, as in effect from time to time, which is not defined in this financing statement has the meaning given to that term in the Florida Uniform Commercial Code, as in effect from time to time, when used in this financing statement. However, if a term is defined in Article 9 of the Florida Uniform Commercial Code differently than in another Article of the Florida Uniform Commercial Code, the term has the meaning specified in Article 9.

Nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Security Agreement or the priority of Secured Party's lien thereby created. This financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that in order to be effective against a particular class of persons, including the United States Government or any of its agencies, notice of Secured Party's priority of interest in any property or interests described in the Security Agreement must be filed in the office where this financing statement is filed.

Instr# 116642058 , Page 5 of 5, End of Document

CFN # 109576232, OR BK 47367 PG 298, Page 4 of 4

Financing Statement (continued)

Name of Debtor: P3 GROUP, LLC, a Florida limited liability company

Exhibit "A"

Legal Description of the Mortgaged Property

Parcel "A", KAFJN PLAT, according to the Plat thereof, as recorded in Plat Book 178, at Page 60, of the Public Records of Broward County, Florida

FTLDOCS 5491765 J

3

RIGHT OF ENTRY

I/We P3 Group, LLC,, the owner(s) of the property commonly identified as 1645 NW 33rd St. Pompano Beach, FL 33064, do hereby grant and give freely without coercion, the right of access and entry to said property to BROWARD COUNTY, a political subdivision of the State of Florida, and its agencies, contractors, and subcontractors thereof, for the purpose of the construction, maintenance, repair, installation, and replacement of all water and sewer facilities and related facilities as shown within all utility easements described on the approved record drawings.

BCWWS Project No. 2599, said lands being more particularly described as follows:

See Exhibit "A"

A portion of Folio No. 4842 22 58 0010

This right of access and entry shall end upon execution and recording of the utility easement by the Broward County Board of Commissioners.

For the consideration and purposes set forth herein, I/we set my/our hand(s) this 17 day of April, 2020.

WITNESSES:

[Signature]
Witness 1 Signature

Jeffrey V Nelson
Witness 1 Print Name

[Signature]
Witness 2 Signature

Kathy Weissman
Witness 2 Print Name

OWNER(S):

[Signature]
Owner Signature

P3 Group, LLC, by Bernard Paul-Hus its Manager
Print Owner Name

N/A
Owner Signature

N/A
Print Owner Name

5913 NW 31 Ave, Ft. Lauderdale FL 33309
Address and Telephone No. (954) 978-9300

Exhibit A

DESCRIPTION:

A 20.00 FEET WIDE WATER LINE EASEMENT BEING A PORTION OF PARCEL "A", KAFIN PLAT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 178, PAGES 60 AND 61, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL A, KAFIN PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 178, PAGE 60, OF THE PUBLIC BROWARD COUNTY FLORIDA; THENCE NORTH 89°35'03" EAST, ALONG THE SOUTH LINE OF SAID PARCEL A, A DISTANCE OF 44.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°16'02" EAST, A DISTANCE OF 52.07 FEET; THENCE NORTH 40°57'55" EAST, A DISTANCE OF 29.47 FEET; THENCE NORTH 89°20'23" EAST, A DISTANCE OF 79.85 FEET; THENCE SOUTH 89°40'27" EAST, A DISTANCE OF 37.12 FEET; THENCE NORTH 01°22'03" EAST, A DISTANCE OF 15.45 FEET; THENCE SOUTH 88°37'58" WEST, A DISTANCE OF 32.45 FEET; THENCE NORTH 01°22'03" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°37'58" EAST, A DISTANCE OF 32.39 FEET; THENCE NORTH 01°08'17" WEST, A DISTANCE OF 90.10 FEET; THENCE NORTH 89°25'09" EAST, A DISTANCE OF 11.02 FEET; THENCE NORTH 00°00'01" WEST, A DISTANCE OF 43.09 FEET; THENCE NORTH 88°26'16" WEST, A DISTANCE OF 42.22 FEET; THENCE NORTH 01°33'44" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 88°26'16" EAST, A DISTANCE OF 41.68 FEET; THENCE NORTH 00°00'01" WEST, A DISTANCE OF 20.51 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 72.00 FEET; THENCE SOUTH 00°01'11" EAST, A DISTANCE OF 84.85 FEET; THENCE SOUTH 00°10'20" EAST, A DISTANCE OF 178.78 FEET; THENCE SOUTH 13°24'27" WEST, A DISTANCE OF 17.99 FEET, THENCE SOUTH 01°22'03" WEST, A DISTANCE OF 1.33 FEET TO NORTH LINE OF SAID N.W. 33RD STREET; THENCE SOUTH 89°35'03" WEST ALONG NORTH LINE OF SAID N.W. 33RD STREET, A DISTANCE OF 20.01 FEET; THENCE NORTH 01°22'03" EAST, A DISTANCE OF 4.06 FEET; THENCE NORTH 13°24'27" EAST, A DISTANCE OF 17.72 FEET; THENCE NORTH 00°10'20" WEST, A DISTANCE OF 156.92 FEET; THENCE NORTH 00°01'11" WEST, A DISTANCE OF 84.39 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 52.00 FEET; THENCE SOUTH 00°00'01" EAST, A DISTANCE OF 83.40 FEET; THENCE SOUTH 89°25'09" WEST, A DISTANCE OF 11.41 FEET; THENCE SOUTH 01°08'17" EAST, A DISTANCE OF 58.78 FEET; THENCE SOUTH 01°22'03" WEST, A DISTANCE OF 67.08 FEET; THENCE SOUTH 89°40'27" WEST, A DISTANCE OF 56.59 FEET; THENCE SOUTH 89°20'23" WEST, A DISTANCE OF 70.70 FEET; THENCE SOUTH 40°57'55" WEST, A DISTANCE OF 13.27 FEET; THENCE SOUTH 01°16'02" EAST, A DISTANCE OF 44.27 FEET TO THE SOUTH LINE OF SAID PARCEL A, OF SAID PLAT; THENCE SOUTH 89°35'03" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING

SAID LANDS LYING AND BEING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 16,801 SQUARE FEET (0.386 ACRE), MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND 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 18, 2019. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

Jeffrey R. Wagner

JEFFREY R. WAGNER
REGISTERED LAND
SURVEYOR NO. 5302
STATE OF FLORIDA
L.B. 3591

SHEET 1 OF 3



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

**PARCEL "A", KAFIN PLAT
WATER EASEMENT
SKETCH AND DESCRIPTION**

DATE	6/22/20
DRAWN BY	TW
F.B./ PG.	ELEC.
SCALE	NONE
JOB NO.	8203

Exhibit A

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT AN ORIGINAL SIGNATURE AND SEALED WITH A SURVEYOR'S SEAL.
2. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE "DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF PARCEL A, SOUTH 89°35'03" WEST.

LEGEND:

- O.R.B. - OFFICIAL RECORDS BOOK
- P.B. - PLAT BOOK
- PGS. - PAGES
- B.C.R. - BROWARD COUNTY RECORDS
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT

SHEET 2 OF 3



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

PARCEL "A", KAFIN PLAT
WATER EASEMENT
SKETCH AND DESCRIPTION

DATE 6/22/20

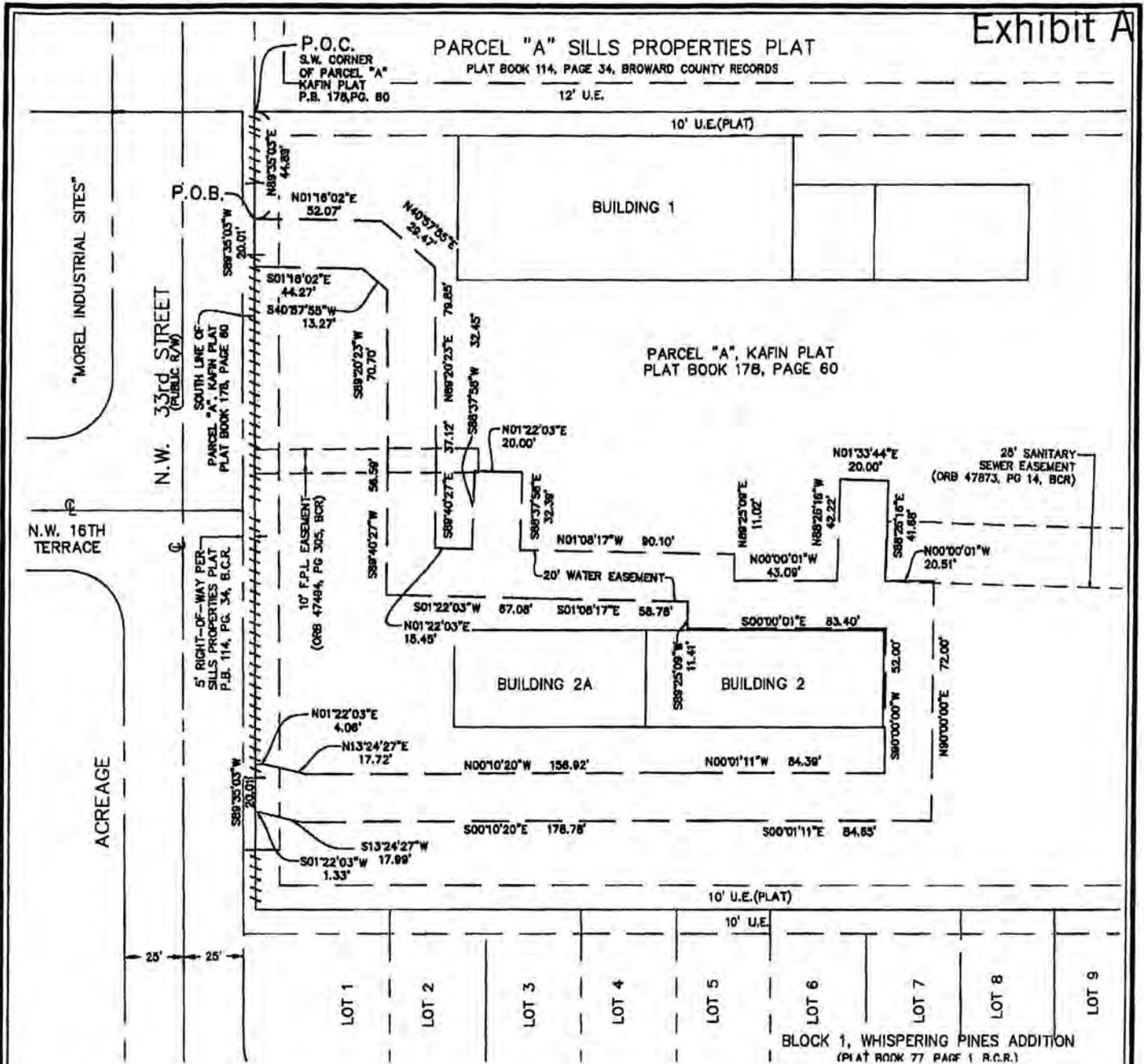
DRAWN BY TW

F.B./ PG. ELEC.

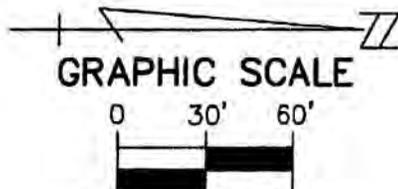
SCALE NONE

JOB NO. 8203

Exhibit A



- LEGEND:**
- O.R.B. - OFFICIAL RECORDS BOOK
 - P.B. - PLAT BOOK
 - PGS. - PAGES
 - B.C.R. - BROWARD COUNTY RECORDS
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCEMENT



1 INCH = 60 FEET

SHEET 3 OF 3

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	6/22/20
DRAWN BY	TW
F.B./ PG.	ELEC.
SCALE	NONE
JOB NO.	8203

**PARCEL "A", KAFIN PLAT
WATER EASEMENT
SKETCH AND DESCRIPTION**