



Public Works Department

HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION

1 N. University Drive, Box B300, Plantation, Florida 33324-2038 • 954-577-4555 • FAX 954-357-5715

M E M O R A N D U M

DATE: May 8, 2026

TO: Josie Sesodia, Director
Urban Planning Division

FROM: David (D.G.) McGuire, Plat Section Manager
Plat Section, Highway Construction and Engineering Division

SUBJECT: Application for New Plat – Modify Recommendations (Second)
MAINSTREET AT COCONUT CREEK (040-MP-22)

The Highway Construction and Engineering Division, Traffic Engineering, and the Transportation Department, Transit Division have reviewed the application for a new plat. Our review included the information in the application, the property survey, the site plan (or conceptual access plan), and any previously recorded plats.

This requested for the use of a modified Traffic Singal Installation Agreement has been reviewed for compliance with the Broward County Land Development Code by The County Attorney's Office, The Traffic Engineering Division, and the Highway Construction and Engineering Division. Recommendation number 37 has been updated to reflect the use of a non-standard agreement. (see attached)

As a result of our review, staff has determined that the comments and recommendations are required with respect to the safe and adequate access standards of the Broward County Land Development Code.

STAFF COMMENT

RATIONAL NEXUS REVIEW

- 1 This plat has been evaluated by staff for the relationship between the impact of the proposed development and the right-of-way dedications required by the Broward County Land Development Code. Staff has made a finding that the proposed development meets the threshold for rational nexus and this report includes right-of-way dedication requirements.

STAFF RECOMMENDATIONS

NON-VEHICULAR ACCESS LINE REQUIREMENTS

It is the express intent of this non-vehicular access line to eliminate all proposed openings and existing driveways not specifically delineated in the following comments:

- 2 Along the ultimate right-of-way for Lyons Road except at the following:
 - A) A 50-foot opening located approximately 804 feet south of the north plat limits. This opening is restricted to right turns only.
 - B) A 114-foot opening located approximately 1314 feet south of the north plat limits. at the south plat limits (AKA Uptown Driveway or Main Street). Said non-access line shall include a corner chord and extend along both sides of the opening for 200 feet.
 - C) A 50-foot opening with a centerline located approximately 1642 feet south of the north plat limits. This opening is restricted to no left turns out.
 - D) A 50-foot opening with a centerline located approximately 2030 feet south of the north plat limits. This opening is restricted to no left turns out.
- 3 Along the ultimate right-of-way for Wiles Road except at the following:
 - A) A 100-foot opening with a centerline located approximately 180 feet east of the west plat limits. Said non-access line will include a corner chord and extend along Banks Road for a minimum of 300 feet.

RIGHT-OF-WAY REQUIREMENTS (Dedicate)

- 4 Right-of-way for a corner chord based on a 30-foot radius at the intersection of Wiles Road and Banks Road.

- 5 Right-of-way for a corner chord based on a 30-foot radius at the intersection of Lyons Road and NW 40th Street.
- 6 Right-of-way for corner chords based on a 30-foot radius at the intersection of Lyons Road and Cullum Road.
- 7 That portion of right-of-way for an eastbound right turn lane on Wiles Road at the 100-foot opening with 150 feet of storage and 50 feet of transition.
- 8 Right-of-way for an eastbound right turn lane on Wiles Road at Banks Road with 150 feet of storage and 50 feet of transition.
- 9 Right-of-way for a southbound right turn lane on Lyons Road at the northern 50-foot opening with 150 feet of storage and 50 feet of transition.
- 10 Right-of-way for southbound right turn lanes on Lyons Road at NW 40th Street with 150 feet of storage and 50 feet of transition.
- 11 Right-of-way for a southbound right turn lane on Lyons Road at the middle 50-foot opening with 150 feet of storage and 50 feet of transition.
- 12 Right-of-way for a southbound right turn lane on Lyons Road at the southern 50-foot opening with 150 feet of storage and 50 feet of transition.

ACCESS REQUIREMENTS

- 13 The minimum distance from the non-vehicular access line of Lyons Road, at any 50-foot opening, to the outer edge of any interior service drive or parking space with direct access to such driveway shall be 100 feet.
- 14 For the two-way driveway on Wiles Road that will be centered in a 50-foot opening: the minimum entrance radii shall be 30 feet, and consist of a single, 16-foot ingress and two 12-foot egress lanes. The eastern egress lane shall be a right-only turn lane.
- 15 For the two-way driveway on Wiles Road at Banks Road, the roadway shall be configured and constructed as described in the Adopted Development Order for The Mainstreet @ Coconut Creek Development of Regional Impact report, as amended.
- 16 For the two-way driveway on Lyons Road at Cullum Road, the roadway shall be configured and constructed as described in the Adopted Development Order for The Mainstreet @ Coconut Creek Development of Regional Impact report, as amended.
- 17 For the two-way driveway on Lyons Road at Uptown Driveway, the roadway shall be configured and constructed as described in the Adopted Development Order for The Mainstreet @ Coconut Creek Development of Regional Impact report, as amended.

TRAFFICWAYS IMPROVEMENTS (Secure and Construct)

- 18 For the two-way driveway on Wiles Road at Banks Road, the roadway shall be configured and constructed as described in the Adopted Development Order for The Mainstreet @ Coconut Creek Development of Regional Impact report, as amended.
- 19 For the two-way driveway on Lyons Road at Cullum Road, the roadway shall be configured and constructed as described in the Adopted Development Order for The Mainstreet @ Coconut Creek Development of Regional Impact report, as amended.
- 20 For the two-way driveway on Lyons Road at Uptown Driveway, the roadway shall be configured and constructed as described in the Adopted Development Order for The Mainstreet @ Coconut Creek Development of Regional Impact report, as amended.
- 21 The removal of all existing driveways in locations not consistent with approved openings in the non-vehicular access line and the construction of curb, gutter, and sidewalk in these openings when necessary to complete the required improvement.

TURN LANE IMPROVEMENTS

- 22 An eastbound right turn lane on Wiles Road at the 100-foot opening with 150 feet of storage and 50 feet of transition.
- 23 A northbound left turn lane on Lyons Road at Cullum Road with 200 feet of storage and 50 feet of transition.

TURN LANE IMPROVEMENTS (Secure and Construct)

- 24 An eastbound right turn lane on Wiles Road at Banks Road with 150 feet of storage and 50 feet of transition.
- 25 A southbound right turn lane on Lyons Road at the northern 50-foot opening with 150 feet of storage and 50 feet of transition.
- 26 A southbound right turn lane on Lyons Road at NW 40th Street with 150 feet of storage and 50 feet of transition.
- 27 A southbound right turn lane on Lyons Road at the middle 50-foot opening with 150 feet of storage and 50 feet of transition.
- 28 A southbound right turn lane on Lyons Road at the southern 50-foot opening with 150 feet of storage and 50 feet of transition.

- 29 A northbound left turn lane on Lyons Road at NW 40th Street with 200 feet of storage and 50 feet of transition.
- 30 A northbound left turn lane on Lyons Road at the middle 50-foot opening with 200 feet of storage and 50 feet of transition.
- 31 A northbound left turn lane on Lyons Road at the southernmost 50-foot opening with 200 feet of storage and 50 feet of transition.

SIDEWALK REQUIREMENTS (Secure and Construct)

- 32 Along Wiles Road adjacent to this plat.
- 33 Along Lyons Road adjacent to this plat.

SIGNALIZATION IMPROVEMENTS (Secure and Construct)

- 34 100 percent of the installation cost of a traffic signal at the intersection of Lyons Road and NW 40th Street. The security amount shall be \$600,000.
- 35 100 percent of the installation cost of a traffic signal at the intersection of Lyons Road and Cullum Road. The security amount shall be \$600,000.
- 36 100 percent of the installation cost of a traffic signal at the intersection of Wiles Road and Banks Road. The security amount shall be \$600,000.
- 37 The owner of this plat shall fully execute and deliver a modified Traffic Signalization Agreement (CAF456). Utilization of the agreement shall be subject to the review and approval by the County Attorney's Office, the Traffic Engineering Division, and the Highway Construction and Engineering Division. The Traffic Engineering Division will perform the required studies to determine the need for signalization and should a traffic signal be warranted or required by the Traffic Engineering Division, the applicant shall construct the signal within two (2) years.

COMMUNICATION CONDUIT/INTERCONNECT (Secure and Construct)

- 38 The developer shall be responsible for the replacement of the communication conduit/interconnect that is damaged by the construction of the required improvements. The security amount for communication conduit/interconnect along Wiles Road shall be determined by the Traffic Engineering Division.
- 39 The developer shall be responsible for the replacement of the communication conduit/interconnect that is damaged by the construction of the required improvements. The security amount for communication conduit/interconnect along Lyons Road shall be determined by the Traffic Engineering Division.

PAVEMENT MARKINGS AND SIGNS (Secure and Construct)

- 40 Construction of the required improvements shall include the installation of signs and thermoplastic pavement markings. Pavement markings and signs shall be designed, fabricated, and installed in accordance with Traffic Engineering Division standards. The minimum-security amount for pavement markings and signs is \$1,000.

IMPROVEMENT AGREEMENT AND SECURITY REQUIREMENTS

- 41 A portion of this plat is a replat of the Lyons Commons plat (ORB 181/183). At the time of plat recordation, the previous property owner entered into a Security/Lien Agreement for Required Improvements that was recorded in Instrument #3330131; and posted security in the amount of \$226,907 for the construction of certain improvements. The property was not developed as anticipated under the previous plat and the improvements have not been completed. The improvements listed in this Development Review Report are intended to replace and supersede the previous plat requirements and will be covered under a new Security/Lien Agreement and security. Approval of this replat and subsequent recordation should include authorization for Highway Construction and Engineering Division staff to process a release of the previous Agreement and security.
- 42 A portion of this plat is a replat of the RM Green Corp plat (ORB 169/19). At the time of plat recordation, the previous property owner entered into a Security/Lien Agreement for Required Improvements that was recorded in Instrument #20059584; and posted security in the amount of \$74,443 for the construction of certain improvements. The property was not developed as anticipated under the previous plat and the improvements have not been completed. The improvements listed in this Development Review Report are intended to replace and supersede the previous plat requirements and will be covered under a new Security/Lien Agreement and security. Approval of this replat and subsequent recordation should include authorization for Highway Construction and Engineering Division staff to process a release of the previous Agreement and security.
- 43 Section 5-184(d)(2) of the Broward County Land Development Code requires a recordable agreement for the required improvements. The owner of this plat shall enter into the standard Installation of Required Improvements Agreement (BCF#450) and submit it to the Highway Construction and Engineering Division for review and approval prior to plat recordation. The completion date for all required improvements listed as Exhibit "B" shall indicate completion prior to issuance of Certificates of Occupancy. Alternate phasing schedules must receive prior approval from the Highway Construction & Engineering Division. The use of a non-standard agreement will require independent approval by the County Commission.

The Installation of Required Improvements Agreement shall be secured by letter of credit, cash, lien, or other security acceptable to the County. Security instruments for all required improvements shall be submitted prior to NVAL Amendment Agreement recordation and/or commencement of construction. Security amounts shall be based upon one of the following:

- a. Approved construction plans. When security is based on approved construction plans, the security will be calculated at one hundred (100%) percent of the cost of the improvements. Requirements for submitting construction plans are outlined below.
- b. Engineer's cost estimate. When security is based on an engineer's cost estimate, the security will be calculated at one hundred twenty-five (125%) percent of the cost of the improvements. The engineer's cost estimate(s) must be submitted for review by the Highway Construction and Engineering Division. The use of approved cost estimate forms is required. Payment of the applicable review fee is required pursuant to Chapter 38.8 of the Broward County Administrative Code.
- c. All forms are available on the Highway Construction & Engineering Division's web page at:
<http://www.broward.org/Publicworks/BCEngineering/Pages/Default.aspx>

IMPROVEMENT PLAN SUBMITTAL (Pre-construction and Security Release Requirements)

- 44 Construction plans for the required improvements (including pavement marking and signing plans) shall be submitted to the Highway Construction and Engineering Division for review and must be approved prior to the commencement of construction. Construction shall be subject to inspection and approval by the County. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections, and final approval by the Traffic Engineering Division. Security for pavement markings and signing shall not be released without field inspection and final approval by the Traffic Engineering Division of all materials, installations, and locations.
- 45 Communication Conduit/Interconnect plans (3 sets and a cost estimate) shall be submitted to the Traffic Engineering Division. Any easements necessary for relocation and maintenance of the conduit must be provided and shown on the submitted plans. No security shall be released without field inspection and final approval of all materials, installations, and locations by the Traffic Engineering Division.

GENERAL RECOMMENDATIONS

- 46 Distance and measurement recommendations contained in this report were based on the best information available at the time of review. County staff may approve minor adjustments based on verified field conditions or details provided in approved construction plans.
- 47 All construction must include all necessary transitions to existing pavement, the lengths of which shall be determined by the design speed of the roadway. All designs, construction, studies, etc., shall conform to the applicable sections of the following:
- A) United States Department of Transportation: "Manual on Uniform Traffic Control Devices" (MUTCD).
 - 1) State of Florida Department of Transportation:
 - 2) "Roadway and Traffic Design Standards."
 - 3) "Standard Specifications."
 - 4) "FDOT Transit Facilities Guidelines."
 - B) Broward County: "Minimum Construction Standards for Roadways Under Broward County Jurisdiction" (Exhibit 25A of Section 25.1, Broward County Administrative Code).

In addition, all designs for construction shall be certified by a Professional Engineer, registered in the State of Florida, that they meet the standards included above.

All standard forms are available for downloading from the Highway Construction and Engineering Division's website:

<http://www.broward.org/Publicworks/BCEngineering/Pages/Default.aspx>.

- 48 This plat will not be recorded until all real estate taxes (including taxes for the current year and any delinquent taxes) for the property being platted have been paid as required by Florida Statutes Chapter 197.192. The applicant shall request a current tax letter be forwarded from the Revenue Collection Division to HCED Plat Section.

F.S. 177 PLAT REVIEW COMMENTS

The following comments note the corrections necessary for the plat mylar to comply with the requirements of Florida Statutes Chapter 177. If additional clarification is necessary, please contact Jason Espinosa at (954) 577-4593 or via email at JESPINOSA@BROWARD.ORG.

Please note that additional changes made to the plat mylar beyond this list of corrections may necessitate additional review time; delay recordation; and result in additional review fees.

All resubmittals shall include a paper copy of the plat with changes from the original plat review application highlighted.

49 SURVEY DATA

- A. Provide closure reports, with areas of all TRACTS to the Highway Construction and Engineering Division for review.
- B. Full dimensioning and square footage shall be shown on all dedicated RIGHT-OF-WAY.
 - 1. Provide closure reports, with areas of all right-of-way parcels being dedicated by this plat to the Highway Construction and Engineering Division for review.
 - 2. Show the right-of-way parcels dedicated by this plat as a solid line type.
- C. P.R.M.s shall be shown at every change of direction, not more than 1,400 feet apart, with a minimum of 4 indicated. P.R.M.s shall be labeled "Found" or "Set". P.C.P.s as appropriate.
- D. The platting surveyor shall submit Certified Corner Records for section corners used in the preparation of the plat to both the State and Broward County. County staff will confirm submittal to the State prior to plat recordation. For section corners that have Certified Corner Records on file, the surveyor shall submit an affidavit confirming that the Section corner was found to be substantial as described in the most recently available certified corner record. Standard affidavit forms are available at: <http://www.broward.org/BCEngineering/Pages/PlatSectionForms.aspx>.
- E. The surveyor shall submit digital plat information (after all corrections are completed and the Highway Construction & Engineering Division staff requests digital information).

50 RIGHT OF WAY DELINEATION AND DEDICATION LANGUAGE

- A) Address any easements, rights-of-way, or specific purpose parcels to be created by this plat in the Dedication language.
 - 1. Add separate dedication language for the right of way parcels being dedicated by the plat and the entities they are being dedicated to (City of Coconut Creek, Broward County, FDOT)
Revise this dedication accordingly as it is currently incorrect as it is dedicating all the Right of Way Parcels to the City of Coconut Creek.
 - 2. Revise the following dedication so that it reads as follows: "THE TRACT A LAPC/WETLAND PRESERVE CONSERVATION EASEMENT AREA AS SHOWN HEREON IS HEREBY RESERVED FOR WETLANDS ANO WETLAND BUFFERS, AND RELATED PURPOSES."
- A. Mortgagee dedication shall clearly join in the dedication of right-of-way.
- B. Proposed right-of-way shall be clearly labeled and dedicated by the plat.

- C. Any existing easements, located within a parcel of land being dedicated on the plat as right-of-way, shall be vacated, subordinated, or subjugated to the county's interests.

51 TITLE CERTIFICATION AND DEDICATION SIGNATURE BLOCKS

The title shall be updated for review of any agreements and the recordation process. Standard format for Title Certificates, Opinions of Title, the Adjacent Right-of-way Report, and a Guide to Search Limits of Easements and Right-of-way may be obtained by contacting the Highway Construction & Engineering Division or by visiting our website: <http://www.broward.org/BCEngineering/Pages/PlatSectionForms.aspx>

- A. The Dedication on the original mylar shall be executed by all record owners with original signatures. For property owned by an individual (or by individuals), the plat shall be executed in the presence of two witnesses for each signature. Property owned by corporations shall be executed by at least one of the following officers: the President, Vice President, or Chief Executive Officer together with either (i) two witnesses or (ii) the Corporate Seal. A plat that has been executed by any officer other than the President, Vice President, or Chief Executive Officer shall also provide documentation authorizing the individual(s) who executed the plat. The officers executing a plat shall be verified through the Florida Department of State, or by the applicant providing corporate documentation. Persons executing plats owned by a partnership or a trust shall provide documentation clearly demonstrating their authority to execute on behalf of the partnership or trust.
- B. All mortgagees shall execute the plat with original signatures, seals, and witnesses.
- C. Acknowledgments and seals are required for each signature.

Note: A consent and dedication form authorizing creation of the plat was submitted with the plat mylar. A real estate contract for sale and purchase is expected to close following County Commission approval of the plat, and the ownership will change. This document is intended to substitute for the original signatures and seals by the owners and mortgage holder on the face of the plat. The plat will not be recorded until all owner(s) and all mortgage holders have duly executed the plat with the appropriate acknowledgements.

52 DRAFTING AND MISCELLANEOUS DATA

- A. Address any undefined abbreviations or symbols used on the plat or added during revision. Remove any abbreviations and symbols from the Legend that do not appear on the plat. Add any missing abbreviations and symbols to the Legend that appear on the plat or are added during revisions.

- B. Combine notes number 2 & 3 into one note in the Plat Notes on page 8.
 - 1. Remove the text “2. Continued” from this note on the plat.
- C. Remove Plat Note # 5 from the plat notes on Pages 4-9.
- D. No text on the plat drawing should be obstructed or overlapped by lines or other text.

53 HIGHWAY CONSTRUCTION & ENGINEERING DIVISION INTERNAL PROCEDURES
(These items are required for plat recordation but are completed by County staff)

- A. Planning Council Executive Director or Designee Signature
- B. Completion of all POSSE Inputs; Impact Fee and Security reports printed.
- C. County Surveyor Signature
- D. PRM's Verified
- E. Development Order, Urban Planning Division Director Signature
- F. Highway Construction and Engineering Director Signature
- G. City/District scanned copy of mylar, as required.

Return recorded copy to:
Broward County Highway Construction
& Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
115 South Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301

NOTICE: PURCHASERS, GRANTEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBITS A, B, AND C ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY UNTIL FULLY PERFORMED.

TRAFFIC SIGNALIZATION AGREEMENT

This is an Agreement, made and entered into by and among: Broward County, a political subdivision of the state of Florida, hereinafter referred to as "County,"

The City of Coconut Creek, a municipal corporation of the state of Florida, hereinafter referred to as "City,"

GRP Greenbough 1, LLC, a Delaware limited liability company, hereinafter referred to as "Owner,"

and

GSR RE PARTNERS, LLC, its successors and assigns, hereinafter referred to as "Developer" (collectively referred to as the "Parties").

A. Chapter 5, Article IX, Subsection 5-182(c), Broward County Code of Ordinances, requires that access to trafficways be designed to facilitate the safe and efficient movement of vehicles.

B. City's and Developer's Project, known as MAINSTREET at COCONUT CREEK, Housing and Urban Planning Division File No.040-MP-22, hereinafter referred to as the "Project," was approved by the Board of County Commissioners of Broward County on October 22, 2024, subject to certain conditions which require the installation of traffic signalization.

C. The Project is subject to Ordinance Nos. 2010-006 and 2023-034 of the City of Coconut Creek, approving development orders for the MainStreet @ Coconut Creek

Development of Regional Impact (“Development Orders”), which require installation of the same traffic signals required by the County.

D. City holds fee simple title to that portion of the Project legally described in Exhibit A, attached hereto and incorporated herein. Developer holds fee simple title to that portion of the Project legally described in Exhibit B, attached hereto and incorporated herein. Owner holds fee simple title to that portion of the Project legally described in Exhibit C, attached hereto and incorporated herein.

E. The Parties are desirous of providing for the installation of traffic signalization consistent with the County’s approval of the Project and the Development Orders.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the Parties hereby agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. TRAFFIC SIGNAL OBLIGATION.

Developer shall be responsible for the installation of a traffic signal(s) at Lyons Road and NW 40th Street, Lyons Road and Cullum Road, and Wiles Road and Banks Road, in accordance with the conditions and time frames set forth in this Agreement.

3. FORM OF SECURITY.
 - (a) Developer shall provide to County an irrevocable letter of credit, in a form acceptable to County, which guarantees the Developers costs of the installation of the traffic signal(s) described in paragraph 2 above, in the amount of One Million Eight Hundred Thousand Dollars (\$1,800,000.00), representing Developer's share of the cost of the traffic signal(s).
 - (b) In the event Developer fails to install the traffic signal(s) in accordance with the conditions and time frames set forth in this Agreement, County shall be entitled to draw against the security for the amount set forth above, plus costs and interest as set out herein. If County draws against the security and the amount recovered is less than the amount required to install the traffic signal(s), County may maintain an action against Developer in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum.
 - (c) Developer shall ensure the substitute security remains valid and in full force and effect until Developer's obligation to install the traffic signal(s) is fully performed. Expiration of the security prior to Developer's performance of such obligation, or notice to County the security will expire, or has been

canceled or disaffirmed, prior to Developer's satisfaction of all obligations hereunder, shall constitute a default of this Agreement.

- (d) In the event the letter of credit provided to County expires, is canceled, or is disaffirmed, County may record a document entitled "Notice of Lien for Installation of Traffic Signal(s) Improvements," which shall constitute a lien on the property described in Exhibit B for the amount due hereunder until fully paid, discharged, released, or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the Project. The above provisions shall control such lien except that the provisions regarding subordination of mortgages shall not apply. If the Developer provides substitute security in a form acceptable to County, County shall release the lien.
4. Developer, its successors and assigns, and City agree that no building permit or certificates of occupancy shall be issued or obtained for construction of a principal building within the Project until such time as Developer and/or City provides written confirmation from County that Developer has complied with paragraph 3 of this Agreement. Failure to comply with the above shall constitute a default of this Agreement.
5. The Parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of Developer, Owner, and City to strictly comply with all the requirements of City's land development codes.
6. Developer shall conduct studies at the pertinent intersection or location to determine if signalization is warranted under the standards of the United States Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways, subject to review by the County, and consistent with the Development Orders as follows:
- a. Lyons Road and NW 40 Street: First annual signal warrant analysis will be conducted within six (6) months after issuance of the first certificate of occupancy for development within Phase 1, in accordance with the Phasing Plan approved for the Planned MainStreet Development District ("PMDD"), unless warranted sooner, and will continue under three (3) years following issuance a final certificate of occupancy within Phase 3;
 - b. Lyons Road and Cullum Road: First annual signal warrant analysis will be conducted within six (6) months after issuance of the first certificate of occupancy for development within Phase 1, in accordance with the Phasing Plan approved for the PMDD, unless warranted sooner, and will continue until three (3) years following issuance of a final certificate of occupancy within Phase 4; and
 - c. Wiles Road and Banks Road: First annual signal warrant analysis will be conducted within six (6) months after issuance of ahe first certificate of

occupancy for development within Phase 3, in accordance with the Phasing Plan approved for the PMDD, unless warranted sooner, and will continue until three (3) years following issuance of a final certificate of occupancy with Phase 5.

7. If, after reviewing the warrant analysis, County determines that the signalization is needed at the pertinent intersection, Developer shall have four (4) years from the issuance of a final certificate of occupancy for the applicable Phase of development identified in Section 6 to install the traffic signal, if warranted. Nothing contained within this agreement shall prevent the Developer from conducting studies at the pertinent intersection(s) or location(s) prior to build-out to determine if signalization is warranted under the standards of the United States Department of Transportation Manual or Uniform Traffic Control Devices for Streets and Highways, and if warranted as determined by County review of the warrant analysis, to construct such signals subject to all relevant City and County, review, approval, and permit requirements.
8. Nothing contained herein shall prohibit Developer from constructing the underground infrastructure that would be needed for a traffic signal prior to a determination that the traffic signal is warranted. Developer assumes the risks associated with constructing the infrastructure improvements prior to deemed warranted, including, but not limited to, meeting all permit requirements in effect at the time that the traffic signal(s) are deemed warranted and constructed.
9. If, after reviewing the warrant analysis, County determines that the signalization is not needed at the pertinent location or intersection within three (3) years after the issuance of a final certificate of occupancy for the applicable Phase of development identified in Section 6, Developer, Owner, and City shall be released from the obligations set forth in this Agreement, County shall return the security to Developer, and record a release of this Agreement in the Official Records of Broward County, Florida.
10. RECORDATION. Developer, Owner, and City agree that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibits A, B, and C, to put subsequent purchasers, grantees, heirs, successors, and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully paid and performed.
11. ENFORCEMENT. Nothing herein shall prevent County from enforcing the requirements of this Agreement against the owners, successors, or assigns in any part of the Project.
12. NOTICE. Whenever any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of

this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

For County:

Director of the Broward County Traffic Engineering Division
2300 W. Commercial Boulevard
Fort Lauderdale, FL 33309
Email address: _____

For City:

Sheila Rose, City Manager
City of Coconut Creek
4800 W Copans Road
Coconut Creek, FL 33063
Email address: srose@coconutcreek.net

For the Developer:

Alexander S. Rosemurgy II
GSR RE PARTNERS, LLC
1801 S Federal Hwy, Boca Raton, FL 33432
Email address: _arosemurgy@rpfla.com

For Owner:

GRP Greenbough 1, LLC

Email address: _____

13. RELEASE. When all of the obligations set forth herein are fully paid and performed, County, at the request of Developer and/or Owner and/or City, or any successor(s), and upon payment of any applicable fees, shall cause a release to be recorded in the Official Records of Broward County, Florida, evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the Project, County may grant a partial release of this Agreement for a specific parcel or portion of the Project for which this traffic signalization obligation has been satisfied.
14. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights

hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida.

15. CHANGES TO FORM AGREEMENT. Developer, Owner and City represent and warrant that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
16. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
17. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
18. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
19. FURTHER ASSURANCES. The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
20. ASSIGNMENT AND ASSUMPTION. Developer and/or Owner and/or City may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit A B, or C. City, Owner and Developer agree that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the Official Records of Broward County, Florida.
21. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; City, signing by and through its _____, duly authorized to execute same; Owner, signing by and through its _____, duly authorized to execute same; and Developer, signing by and through its _____, duly authorized to execute same.

County

ATTEST:

Broward County, through its
Board of County Commissioners

County Administrator, as ex
officio Clerk of the Board
of County Commissioners of
Broward County, Florida

By _____
Mayor

____ day of _____, 20__

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

By _____
Deputy County Attorney

____ day of _____, 20__

TRAFFIC SIGNALIZATION AGREEMENT

City

City of Coconut Creek

Attest:

City Clerk

By _____
Mayor-Commissioner

____ day of _____, 20____

By _____
City Manager

____ day of _____, 20____

Approved as to form:

By _____
City Attorney

____ day of _____, 20____

EXHIBIT A

Legal Description of City Property

BLOCK 12A

A PARCEL OF LAND BEING A PORTION OF TRACT 24 BLOCK 89, PALM BEACH FARMS COMPANY PLAT NO. 3 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45-54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "A", WHITWORTH PLAT NO. 1 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 164, PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA; THENCE NORTH 00°24'52" WEST ALONG THE EAST LINE OF TRACT "A" OF SAID PLAT, ALSO BEING THE WEST LINE OF SAID TRACT 24, A DISTANCE OF 608.06 FEET TO THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE NORTH 89°37'38" EAST, A DISTANCE OF 34.00 FEET; THENCE SOUTH 00°24'52" EAST, A DISTANCE OF 275.08 FEET; THENCE NORTH 89°37'38" EAST, A DISTANCE OF 160.19 FEET; THENCE SOUTH 00°24'20" EAST, A DISTANCE OF 308.57 FEET; THENCE SOUTH 44°37'43" WEST TO A POINT ON THE NORTH RIGHT-OF-WAY LINE FOR CULLUM ROAD, A DISTANCE OF 13.31 FEET; THENCE SOUTH 89°37'43" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 47.97 FEET; THENCE SOUTH 44°37'43" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 21.21 FEET; THENCE SOUTH 89°37'43" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 121.74 FEET BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, AND CONTAINING 72,994 SQUARE FEET, (±1.67 ACRES), MORE OR LESS.

BLOCK 12B

A PARCEL OF LAND BEING A PORTION OF TRACT 24 BLOCK 89, PALM BEACH FARMS COMPANY PLAT NO. 3 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45-54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT "A", WHITWORTH PLAT NO. 1 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 164, PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA;

THENCE NORTH 00°24'52" WEST ALONG THE EAST LINE OF TRACT "A" OF SAID PLAT AND ALSO BEING THE WEST LINE OF SAID TRACT 24, A DISTANCE OF 332.98 FEET;

THENCE NORTH 89°37'38" EAST, A DISTANCE OF 293.34 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89°37'38" EAST, A DISTANCE OF 260.00 FEET;

THENCE NORTH 00°25'05" WEST, A DISTANCE OF 75.00 FEET;

THENCE SOUTH 89°37'38" WEST, A DISTANCE OF 260.00 FEET;

THENCE SOUTH 00°25'05" EAST, A DISTANCE OF 75.00 FEET BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, AND CONTAINING 19,500.01 SQUARE FEET, (0.4477 ACRES), MORE OR LESS.

BLOCK 13

A PARCEL OF LAND BEING A PORTION OF TRACT 24 BLOCK 89, PALM BEACH FARMS COMPANY PLAT NO. 3 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45-54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 24, OF SAID PLAT:

THENCE NORTH 00°25'05" WEST ALONG THE EAST LINE OF SAID TRACT 24, AND ALSO BEING THE WEST RIGHT-OF-WAY LINE OF BANKS ROAD A DISTANCE OF 385.07 FEET;

THENCE SOUTH 89°37'38" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 89°37'38" WEST, A DISTANCE OF 313.08 FEET;

THENCE SOUTH 00°25'05" EAST, A DISTANCE OF 310.05 FEET;

THENCE SOUTH 45°19'50" EAST, A DISTANCE OF 35.37 FEET;

THENCE NORTH 89°37'33" EAST, A DISTANCE OF 263.16 FEET;

THENCE NORTH 44°36'22" EAST, A DISTANCE OF 35.27 FEET;

THENCE NORTH 00°25'05" WEST, A DISTANCE OF 310.12 FEET BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, AND CONTAINING 104,281.39 SQUARE FEET, (2.3940 ACRES), MORE OR LESS.

CIVIC NODE CIRCULATION

A PARCEL OF LAND BEING A PORTION OF TRACT 24 BLOCK 89, PALM BEACH FARMS COMPANY PLAT NO. 3 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45-54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 24, OF SAID PLAT;

THENCE NORTH 00°25'05" WEST ALONG THE EAST LINE OF SAID TRACT 24, AND ALSO BEING THE WEST RIGHT-OF-WAY LINE OF BANKS ROAD A DISTANCE OF 385.07 FEET;

THENCE SOUTH 89°37'38" WEST, A DISTANCE OF 338.08 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE SOUTH 89°37'38" WEST, A DISTANCE OF 457.78 FEET;

THENCE SOUTH 00°24'20" EAST, A DISTANCE OF 308.57 FEET;

THENCE SOUTH 44°37'43" WEST, A DISTANCE OF 34.53 FEET;

THENCE SOUTH 89°16'34" EAST, A DISTANCE OF 109.97 FEET;

THENCE NORTH 45°16'52" WEST, A DISTANCE OF 36.17 FEET;

THENCE NORTH 00°24'20" WEST, A DISTANCE OF 224.46 FEET;

THENCE NORTH 44°36'39" EAST, A DISTANCE OF 35.37 FEET;

THENCE NORTH 89°37'38" EAST, A DISTANCE OF 287.79 FEET;

THENCE SOUTH 45°23'44" EAST, A DISTANCE OF 35.34 FEET;

THENCE SOUTH 00°25'05" EAST, A DISTANCE OF 225.08 FEET;

THENCE SOUTH 44°36'14" WEST, A DISTANCE OF 35.37 FEET;

THENCE NORTH 89°37'33" EAST, A DISTANCE OF 109.99 FEET;

THENCE NORTH 45°19'50" WEST, A DISTANCE OF 35.37 FEET;

THENCE NORTH 00°25'05" WEST, A DISTANCE OF 310.05 FEET BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA, AND CONTAINING 62,289.34 SQUARE FEET, (1.4300 ACRES), MORE OR LESS.

EXHIBIT B

Legal Description of Developer Property

BLOCK 2:

A PARCEL OF LAND BEING A PORTION OF TRACTS 54 AND 55, BLOCK 89, PALM BEACH FARMS CO. PLAT NO.3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45-54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 55;

THENCE NORTH 00°24'39" WEST, ALONG THE WEST LINE OF SAID TRACT 55, A DISTANCE OF 35.76 FEET; THENCE NORTH 89°37'32" EAST, A DISTANCE 19.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°29'53" WEST, A DISTANCE OF 339.48 FEET TO A POINT ON THE SOUTH LINE OF A 265-FEET FLORIDA POWER & LIGHT TRANSMISSION LINE EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1004, PAGE 379, OF THE PUBLIC RECORDS OF BROWARD COUNTY; THENCE SOUTH 89°37'34" WEST ALONG SAID SOUTH EASEMENT LINE, A DISTANCE OF 76.56 FEET; THENCE NORTH 00°22'26" WEST, A DISTANCE OF 245.00 FEET TO A POINT ON A LINE 20.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID F.P.&L. EASEMENT; THENCE NORTH 89°37'34" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 279.81 FEET; THENCE SOUTH 00°36'48" EAST ALONG A LINE PARALLEL WITH AND 90.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, THE WEST RIGHT-OF-WAY LINE OF LYONS ROAD, A DISTANCE OF 195.00 FEET; THENCE NORTH 89°35'39" EAST, A DISTANCE OF 90.00 FEET TO SAID WEST RIGHT-OF-WAY LINE OF LYONS ROAD; THENCE SOUTH 00°36'48" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 50.05 FEET TO THE SOUTH LINE OF SAID F.P.&L. EASEMENT; THENCE SOUTH 89°37'34" WEST ALONG SAID SOUTH EASEMENT LINE, A DISTANCE OF 28.00 FEET; THENCE SOUTH 00°36'48" EAST ALONG A LINE PARALLEL WITH AND 28.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID WEST RIGHT-OF-WAY LINE OF LYONS ROAD, A DISTANCE OF 106.10 FEET; THENCE SOUTH 12°52'56" WEST, A DISTANCE OF 51.42 FEET; THENCE SOUTH 00°36'48" EAST ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID WEST RIGHT-OF-WAY LINE OF LYONS ROAD, A DISTANCE OF 181.20 FEET; THENCE SOUTH 44°30'22" WEST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 89°37'32" WEST, A DISTANCE OF 252.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

BLOCK 3:

A PORTION OF PARCEL "A", LYONS COMMONS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 181, PAGES 183-184 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF TRACT 57, BLOCK 89, PALM BEACH FARMS CO. PLAT NO.3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45-54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID PARCEL "A";

THENCE NORTH 00°24'34" WEST, A DISTANCE OF 330.11 FEET TO THE NORTHEAST CORNER OF PARCEL D-2 BUFFER, LYONS CREEK PLAT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 169, PAGES 41 AND 42 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE SOUTH 89°38'26" WEST ALONG THE NORTH LINE OF SAID PARCEL D-2 AND THE SOUTH LINE OF SAID TRACT 57, A DISTANCE OF 260.52 FEET;

THENCE NORTH 00°21'34" WEST, A DISTANCE OF 569.53 FEET;
THENCE NORTH 75°00'00" EAST, A DISTANCE OF 83.55 FEET;

THENCE NORTH 81°02'17" EAST, A DISTANCE OF 142.05 FEET;

THENCE NORTH 89°37'32" EAST, A DISTANCE OF 324.74 FEET;

THENCE SOUTH 42°50'29" EAST, A DISTANCE OF 2.55 FEET TO A POINT ON A LINE 28.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF LYONS ROAD;

THENCE SOUTH 04°41'30" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 80.39 FEET;

THENCE SOUTH 00°36'48" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 160.31 FEET;

THENCE NORTH 89°23'12" EAST, A DISTANCE OF 28.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LYONS ROAD;

THENCE SOUTH 00°36'48" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 89°23'12" WEST, A DISTANCE OF 28.00 FEET TO A POINT ON A LINE 28.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF LYONS ROAD;

THENCE SOUTH 00°36'48" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 83.98 FEET;

THENCE NORTH 89°23'12" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 6.50 FEET;

THENCE SOUTH 00°36'48" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 50.01 FEET;

THENCE SOUTH 03°06'20" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 100.21 FEET;

THENCE SOUTH 00°36'48" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 57.82 FEET;

THENCE SOUTH 89°23'12" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 5.40 FEET;

THENCE SOUTH 00°24'34" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 131.08 FEET;
THENCE NORTH 89°35'26" EAST, A DISTANCE OF 28.00 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF LYONS ROAD;

THENCE SOUTH 00°24'34" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 89°35'26" WEST, A DISTANCE OF 28.00 FEET TO A POINT ON A LINE 28.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF LYONS ROAD;

THENCE SOUTH 00°24'34" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 26.98 FEET TO A POINT OF

CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°09'00", HAVING A RADIUS OF 28.00 FEET, FOR AN ARC DISTANCE OF 26.95 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE SOUTH 00°24'34" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 74.42 FEET;

THENCE SOUTH 89°35'26" WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 00°24'34" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 52.59 FEET TO THE SOUTH LINE OF SAID PARCEL "A", ALSO BEING THE NORTH LINE OF PARCEL F-1 BUFFER OF SAID LYONS CREEK PLAT;

THENCE SOUTH 89°37'59" WEST ALONG SAID SOUTH LINE AND SAID NORTH LINE, A DISTANCE OF 286.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

BLOCK 4:

A PARCEL OF LAND BEING A PORTION OF TRACTS 57 AND 58, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45-54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 58;

THENCE NORTH 89°38'26" EAST ALONG THE SOUTH LINE OF SAID TRACT 58, A DISTANCE OF 82.00 FEET;

THENCE NORTH 00°24'34" WEST ALONG A LINE 82.00 FEET EAST OF, WHEN MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID TRACT 58, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°24'34" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 518.49 FEET;

THENCE NORTH 44°41'03" EAST, A DISTANCE OF 35.39 FEET;

THENCE NORTH 89°37'32" EAST, A DISTANCE OF 860.24 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°31'52" AND A RADIUS OF 400.00 FEET FOR AN ARC DISTANCE OF 3.71 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 60.83 FEET;

THENCE NORTH 89°56'06" EAST, A DISTANCE OF 70.34 FEET;

THENCE SOUTH 00°24'34" EAST, A DISTANCE OF 482.55 FEET TO A POINT ON A LINE 15.00 FEET NORTH OF, WHEN MEASURED AT RIGHT ANGLES TO, SOUTH LINE OF SAID TRACTS 57 AND 58;

THENCE SOUTH 89°38'26" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 958.92 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

BLOCK 10:

A PARCEL OF LAND BEING A PORTION OF TRACTS 41-42 & 48, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT F, COMMERCE CENTER OF COCONUT CREEK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 131, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 00°24'31" WEST, A DISTANCE OF 634.40 FEET;

THENCE NORTH 44°36'44" EAST, A DISTANCE OF 36.06 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTH RIGHT-OF-WAY LINE OF CULLUM ROAD;

THENCE NORTH 89°37'33" EAST ALONG SAID PROLONGATION AND SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 649.53 FEET;

THENCE SOUTH 45°23'38" EAST, A DISTANCE OF 35.34 FEET TO A POINT ON A LINE 25 FEET WEST OF, AND PARALLEL WITH, THE WEST RIGHT-OF-WAY LINE FOR BANKS ROAD;

THENCE SOUTH 00°25'06" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 654.98 FEET TO A POINT ON THE NORTH LINE OF A 265.00-FEET F.P.&L. EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1004, PAGE 397, OF THE PUBLIC RECORDS OF BROWARD COUNTY;

THENCE SOUTH 89°37'50" WEST ALONG SAID NORTH EASEMENT LINE, A DISTANCE OF 304.99 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "F";

THENCE NORTH 00°24'31" WEST ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT "F", ALSO BEING THE SOUTH LINE OF SAID TRACT 41;

THENCE SOUTH 89°37'50" WEST ALONG THE NORTH LINE OF SAID TRACT "F", A DISTANCE OF 395.14 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

BLOCK 16:

A PARCEL OF LAND BEING A PORTION OF TRACT 73, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45-54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 73;

THENCE NORTH 89°38'26" EAST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°25'06" WEST ALONG A LINE 27.00 FEET EAST OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID WEST LINE, A DISTANCE OF 645.00 FEET;

THENCE NORTH 89°38'27" EAST, A DISTANCE OF 303.17 FEET TO THE EAST LINE OF SAID TRACT 73, ALSO BEING THE WEST LINE OF TRACT A, BERBER PLAT TWO ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 182,

PAGE 53 OF THE SAID PUBLIC RECORDS;

THENCE SOUTH 00°24'34" EAST ALONG SAID EAST LINE AND WEST LINE, A DISTANCE OF 645.00 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 73 AND THE NORTH LINE OF A CERTAIN 50-FOOT RIGHT-OF-WAY AS SHOWN ON PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE SOUTH 89°38'26" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 303.07 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

EXHIBIT C

Legal Description of Owner Property

REMNANT PARCELS:

JOHNS PROPERTY:

TRACTS 24, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 48, 49, 50, 51, 52, 53, 54, 55, 57, 58, 59, 60, AND 73, BLOCK 89, THE PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, RECORDED IN [PLAT BOOK 2, PAGES 45 -54](#), OF THE PUBLIC RECORDS OF PALM BEACH, FLORIDA, SAID LANDS NOW LYING, BEING AND SITUATE IN BROWARD COUNTY, FLORIDA; LESS AND EXCEPT THE NORTH 20 FEET OF TRACTS 33 AND 42 CONVEYED TO BROWARD COUNTY BY WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS [BOOK 14, PAGE 599](#) AND OFFICIAL RECORDS [BOOK 24, PAGE 594](#); LESS THOSE PORTIONS OF TRACTS 33 AND 55 CONVEYED TO THE BROWARD COUNTY EXPRESSWAY AUTHORITY AND BROWARD COUNTY, FLORIDA, BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS [BOOK 13966, PAGE 480](#); LESS THAT PORTION OF TRACT 24 KNOWN AS PARCEL NO. 101 CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS [BOOK 21899, PAGES 826 THROUGH 842](#), INCLUSIVE; AND LESS THAT PORTION OF TRACT 42 KNOWN AS PARCEL NO. 102 CONVEYED TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY WARRANTY DEEDS RECORDED IN OFFICIAL RECORDS [BOOK 21899, PAGES 845 THROUGH 861](#), INCLUSIVE, ALL OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH FDOT PARCELS:

A PORTION OF TRACT 41 AND A PORTION OF TRACT 42, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN [PLAT BOOK 2, PAGES 45 THRU 54](#) OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (NOW BROWARD COUNTY, FLORIDA) LYING IN SECTION 18, TOWNSHIP 48 SOUTH, RANGE 42 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT 41; THENCE SOUTH 89°37'33" WEST ALONG A PORTION OF THE NORTH BOUNDARY FOR SAID TRACTS 41 AND 42, A DISTANCE OF 659.08 FEET; THENCE SOUTH 00°23'55" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 57°46'53" WEST, A DISTANCE OF 75.80 FEET; THENCE SOUTH 00°24'20" EAST, A DISTANCE OF 356.36 FEET; THENCE SOUTH 44°59'50" EAST, A DISTANCE OF 55.55 FEET; THENCE SOUTH 00°24'20" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 44°59'54" WEST, A DISTANCE OF 28.09 FEET; THENCE SOUTH 00°24'20" EAST, A DISTANCE OF 134.28 FEET; THENCE SOUTH 89°37'37" WEST, ALONG THE SOUTH LINE OF SAID TRACT 42 AND THE NORTH LINE OF TRACT F, COMMERCE CENTER OF COCONUT CREEK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN [PLAT BOOK 131 PAGE 30](#), OF THE PUBIC RECORDS OF BROWARD COUNTY, FLORIDA, A DISTANCE OF 20.47 FEET; THENCE NORTH 00°24'31" WEST, A DISTANCE OF 634.40 FEET; THENCE NORTH 44°37'22" EAST, A DISTANCE OF 7.78 FEET; THENCE NORTH 89°37'33" EAST, A DISTANCE OF 60.42' FEET TO THE POINT OF BEGINNING.

And

A PORTION OF TRACT 42, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN [PLAT BOOK 2, PAGES 45 THRU 54](#) OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (NOW BROWARD COUNTY, FLORIDA) LYING IN SECTION 18, TOWNSHIP 48 SOUTH, RANGE 42 EAST, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT G, COMMERCE CENTER OF COCONUT CREEK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN [PLAT BOOK 131, PAGE 30](#), OF THE PUBLIC RECORDS OF BROWARD COUNTY,

FLORIDA; THENCE SOUTH 89°37'50" WEST ALONG THE NORTH BOUNDARY OF SAID TRACT G, A DISTANCE OF 0.53 FEET; THENCE NORTH 00°24'20" WEST, A DISTANCE OF 114.38 FEET; THENCE NORTH 44°59'50" WEST, A DISTANCE OF 55.55 FEET; THENCE NORTH 00°24'20" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 42°21'55" EAST, A DISTANCE OF 29.45 FEET; THENCE NORTH 00°24'20" WEST, A DISTANCE OF 209.09 FEET; THENCE NORTH 13°05'23" EAST, A DISTANCE OF 81.42 FEET; THENCE NORTH 00°24'20" WEST, A DISTANCE OF 86.80 FEET; THENCE NORTH 60°55'53" WEST, A DISTANCE OF 79.91 FEE; THENCE NORTH 89°37'33" EAST, A DISTANCE OF 45.57 FEET; THENCE SOUTH 45°23'23" EAST, A DISTANCE OF 34.65 FEET; THENCE SOUTH 00°24'31" EAST, A DISTANCE OF 615.41 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

TOGETHER WITH BROWARD COUNTY SURPLUS PARCEL:

A PARCEL OF LAND BEING PORTIONS OF TRACTS 33 AND 55, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING IN BROWARD COUNTY, FLORIDA. SAID PARCEL OF LAND ALSO BEING PORTIONS OF LANDS KNOWN AS PARCELS 105.1 AND 105.2 CONVEYED TO THE BROWARD COUNTY EXPRESSWAY AUTHORITY AND BROWARD COUNTY, FLORIDA, BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 13966, PAGE 480, AND BY JOINT STIPULATION AND CONSENT FINAL JUDGEMENT FOR PARCELS 105.1 AND 105.2 RECORDED IN OFFICIAL RECORDS BOOK 14153, PAGE 119, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 33;

THENCE SOUTH 89°37'34" WEST, ALONG THE SOUTH LINE OF SAID TRACT 33, SAME BEING THE NORTH LINE OF TRACT 55 AS SHOWN ON SAID PALM BEACH FARMS CO. PLAT NO. 3, A DISTANCE OF 59.93 FEET TO THE EXISTING WEST RIGHT OF WAY LINE FOR LYONS ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 00°36'48" WEST, A DISTANCE OF 80.00 FEET;

THENCE NORTH 44°30'19" EAST, A DISTANCE OF 42.51 FEET;

THENCE NORTH 00°36'48" WEST, A DISTANCE OF 200.00 FEET;

THENCE NORTH 06°16'44" EAST, A DISTANCE OF 100.00 FEET, THE PREVIOUS FOUR COURSES BEING COINCIDENT WITH THE SAID EXISTING WEST RIGHT OF WAY LINE;

THENCE SOUTH 00°36'48" EAST, A DISTANCE OF 439.58 FEET;

THENCE NORTH 45°29'42" WEST, A DISTANCE OF 42.69 FEET;

THENCE SOUTH 89°37'34" WEST, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA.

TOGETHER WITH ELSTER PROPERTY:

PARCEL A OF LYONS COMMONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN [PLAT BOOK 181, PAGE 183](#), OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH CITY SWAP PARCEL (SWAP 15A):

A PARCEL OF LAND BEING A PORTION OF PARCEL A AND "B", AND A PORTION OF WILES ROAD AND BANKS ROAD RIGHT-OF-WAYS, R.M. GREEN CORPORATION PLAT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 164, PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SAID R.M. GREEN CORPORATION PLAT;

THENCE SOUTH 89°37'35" WEST ALONG THE NORTH LINE OF SAID PLAT, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 00°25'05" EAST DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00°25'05" EAST, A DISTANCE OF 578.36 FEET;

THENCE SOUTH 89°37'35" WEST ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID PARCEL "B" AND ALONG THE SOUTH LINE OF SAID PARCEL "B", A DISTANCE OF 441.71 FEET;

THENCE NORTH 44°36'03" EAST, A DISTANCE OF 83.28 FEET;

THENCE NORTH 89°37'38" EAST, A DISTANCE OF 192.80 FEET;

THENCE NORTH 00°25'05" WEST, A DISTANCE OF 366.91 FEET;

THENCE SOUTH 89°37'35" WEST, A DISTANCE OF 725.00 FEET;

THENCE NORTH 00°25'05" WEST, A DISTANCE OF 194.54 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL "B" AND THE SOUTH RIGHT-OF-WAY LINE FOR WILES ROAD;

THENCE NORTH 89°37'35" EAST, A DISTANCE OF 520.00 FEET TO A POINT;

THENCE SOUTH 81°17'00" EAST, A DISTANCE OF 75.95 FEET;

THENCE NORTH 89°37'35" EAST, A DISTANCE OF 290.01 FEET;

THENCE SOUTH 45°23'45" EAST, A DISTANCE OF 42.44 FEET BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

LESS AND EXCEPT

BLOCK 2:

(GSR)

A PARCEL OF LAND BEING A PORTION OF TRACTS 54 AND 55, BLOCK 89, PALM BEACH FARMS CO. PLAT NO.3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45-54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 55;

THENCE NORTH 00°24'39" WEST, ALONG THE WEST LINE OF SAID TRACT 55, A DISTANCE OF 35.76 FEET; THENCE NORTH 89°37'32" EAST, A DISTANCE 19.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°29'53" WEST, A DISTANCE OF 339.48 FEET TO A POINT ON THE SOUTH LINE OF A 265-FEET FLORIDA POWER & LIGHT TRANSMISSION LINE EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1004, PAGE 379, OF THE PUBLIC

RECORDS OF BROWARD COUNTY; THENCE SOUTH 89°37'34" WEST ALONG SAID SOUTH EASEMENT LINE, A DISTANCE OF 76.56 FEET; THENCE NORTH 00°22'26" WEST, A DISTANCE OF 245.00 FEET TO A POINT ON A LINE 20.00 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID F.P.&L. EASEMENT; THENCE NORTH 89°37'34" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 279.81 FEET; THENCE SOUTH 00°36'48" EAST ALONG A LINE PARALLEL WITH AND 90.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, THE WEST RIGHT-OF-WAY LINE OF LYONS ROAD, A DISTANCE OF 195.00 FEET; THENCE NORTH 89°35'39" EAST, A DISTANCE OF 90.00 FEET TO SAID WEST RIGHT-OF-WAY LINE OF LYONS ROAD; THENCE SOUTH 00°36'48" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 50.05 FEET TO THE SOUTH LINE OF SAID F.P.&L. EASEMENT; THENCE SOUTH 89°37'34" WEST ALONG SAID SOUTH EASEMENT LINE, A DISTANCE OF 28.00 FEET; THENCE SOUTH 00°36'48" EAST ALONG A LINE PARALLEL WITH AND 28.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID WEST RIGHT-OF-WAY LINE OF LYONS ROAD, A DISTANCE OF 106.10 FEET; THENCE SOUTH 12°52'56" WEST, A DISTANCE OF 51.42 FEET; THENCE SOUTH 00°36'48" EAST ALONG A LINE PARALLEL WITH AND 40.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID WEST RIGHT-OF-WAY LINE OF LYONS ROAD, A DISTANCE OF 181.20 FEET; THENCE SOUTH 44°30'22" WEST, A DISTANCE OF 3.00 FEET; THENCE SOUTH 89°37'32" WEST, A DISTANCE OF 252.83 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

BLOCK 3:

(GSR)

A PORTION OF PARCEL "A", LYONS COMMONS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 181, PAGES 183-184 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF TRACT 57, BLOCK 89, PALM BEACH FARMS CO. PLAT NO.3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45-54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID PARCEL "A";

THENCE NORTH 00°24'34" WEST, A DISTANCE OF 330.11 FEET TO THE NORTHEAST CORNER OF PARCEL D-2 BUFFER, LYONS CREEK PLAT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 169, PAGES 41 AND 42 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE SOUTH 89°38'26" WEST ALONG THE NORTH LINE OF SAID PARCEL D-2 AND THE SOUTH LINE OF SAID TRACT 57, A DISTANCE OF 260.52 FEET;

THENCE NORTH 00°21'34" WEST, A DISTANCE OF 569.53 FEET;

THENCE NORTH 75°00'00" EAST, A DISTANCE OF 83.55 FEET;

THENCE NORTH 81°02'17" EAST, A DISTANCE OF 142.05 FEET;

THENCE NORTH 89°37'32" EAST, A DISTANCE OF 324.74 FEET;

THENCE SOUTH 42°50'29" EAST, A DISTANCE OF 2.55 FEET TO A POINT ON A LINE 28.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF LYONS ROAD;

THENCE SOUTH 04°41'30" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 80.39 FEET;

THENCE SOUTH 00°36'48" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 160.31 FEET;

THENCE NORTH 89°23'12" EAST, A DISTANCE OF 28.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF LYONS ROAD;

THENCE SOUTH 00°36'48" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 89°23'12" WEST, A DISTANCE OF 28.00 FEET TO A POINT ON A LINE 28.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF LYONS ROAD;

THENCE SOUTH 00°36'48" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 83.98 FEET;

THENCE NORTH 89°23'12" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 6.50 FEET;

THENCE SOUTH 00°36'48" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 50.01 FEET;

THENCE SOUTH 03°06'20" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 100.21 FEET;

THENCE SOUTH 00°36'48" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 57.82 FEET;

THENCE SOUTH 89°23'12" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 5.40 FEET;

THENCE SOUTH 00°24'34" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 131.08 FEET;

THENCE NORTH 89°35'26" EAST, A DISTANCE OF 28.00 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF LYONS ROAD;

THENCE SOUTH 00°24'34" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 89°35'26" WEST, A DISTANCE OF 28.00 FEET TO A POINT ON A LINE 28.00 FEET WEST OF, WHEN MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE WEST RIGHT-OF-WAY LINE OF LYONS ROAD;

THENCE SOUTH 00°24'34" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 26.98 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°09'00", HAVING A RADIUS OF 28.00 FEET, FOR AN ARC DISTANCE OF 26.95 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE SOUTH 00°24'34" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 74.42 FEET;

THENCE SOUTH 89°35'26" WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 00°24'34" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 52.59 FEET TO THE SOUTH LINE OF SAID PARCEL "A", ALSO BEING THE NORTH LINE OF PARCEL F-1 BUFFER OF SAID LYONS CREEK PLAT;

THENCE SOUTH 89°37'59" WEST ALONG SAID SOUTH LINE AND SAID NORTH LINE, A DISTANCE OF 286.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

BLOCK 4:

(GSR)

A PARCEL OF LAND BEING A PORTION OF TRACTS 57 AND 58, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3,

ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45-54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 58;

THENCE NORTH 89°38'26" EAST ALONG THE SOUTH LINE OF SAID TRACT 58, A DISTANCE OF 82.00 FEET;

THENCE NORTH 00°24'34" WEST ALONG A LINE 82.00 FEET EAST OF, WHEN MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID TRACT 58, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°24'34" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 518.49 FEET;

THENCE NORTH 44°41'03" EAST, A DISTANCE OF 35.39 FEET;

THENCE NORTH 89°37'32" EAST, A DISTANCE OF 860.24 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°31'52" AND A RADIUS OF 400.00 FEET FOR AN ARC DISTANCE OF 3.71 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 60.83 FEET;

THENCE NORTH 89°56'06" EAST, A DISTANCE OF 70.34 FEET;

THENCE SOUTH 00°24'34" EAST, A DISTANCE OF 482.55 FEET TO A POINT ON A LINE 15.00 FEET NORTH OF, WHEN MEASURED AT RIGHT ANGLES TO, SOUTH LINE OF SAID TRACTS 57 AND 58;

THENCE SOUTH 89°38'26" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 958.92 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

BLOCK 10:

(GSR)

A PARCEL OF LAND BEING A PORTION OF TRACTS 41-42 & 48, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF TRACT F, COMMERCE CENTER OF COCONUT CREEK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 131, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE NORTH 00°24'31" WEST, A DISTANCE OF 634.40 FEET;

THENCE NORTH 44°36'44" EAST, A DISTANCE OF 36.06 FEET TO A POINT ON THE WESTERLY PROLONGATION OF THE SOUTH RIGHT-OF-WAY LINE OF CULLUM ROAD;

THENCE NORTH 89°37'33" EAST ALONG SAID PROLONGATION AND SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 649.53 FEET;

THENCE SOUTH 45°23'38" EAST, A DISTANCE OF 35.34 FEET TO A POINT ON A LINE 25 FEET WEST OF, AND PARALLEL WITH, THE WEST RIGHT-OF-WAY LINE FOR BANKS ROAD;

THENCE SOUTH 00°25'06" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 654.98 FEET TO A POINT ON THE NORTH LINE OF A 265.00-FOOT F.P.&L. EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1004, PAGE 397, OF THE PUBLIC RECORDS OF BROWARD COUNTY;

THENCE SOUTH 89°37'50" WEST ALONG SAID NORTH EASEMENT LINE, A DISTANCE OF 304.99 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "F";

THENCE NORTH 00°24'31" WEST ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT "F", ALSO BEING THE SOUTH LINE OF SAID TRACT 41;

THENCE SOUTH 89°37'50" WEST ALONG THE NORTH LINE OF SAID TRACT "F", A DISTANCE OF 395.14 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

BLOCK 16:

(GSR)

A PARCEL OF LAND BEING A PORTION OF TRACT 73, BLOCK 89, PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45-54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 73;

THENCE NORTH 89°38'26" EAST ALONG THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°25'06" WEST ALONG A LINE 27.00 FEET EAST OF, WHEN MEASURED AT RIGHT ANGLES TO, SAID WEST LINE, A DISTANCE OF 645.00 FEET;

THENCE NORTH 89°38'27" EAST, A DISTANCE OF 303.17 FEET TO THE EAST LINE OF SAID TRACT 73, ALSO BEING THE WEST LINE OF TRACT A, BERBER PLAT TWO ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 182, PAGE 53 OF THE SAID PUBLIC RECORDS;

THENCE SOUTH 00°24'34" EAST ALONG SAID EAST LINE AND WEST LINE, A DISTANCE OF 645.00 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 73 AND THE NORTH LINE OF A CERTAIN 50-FOET RIGHT-OF-WAY AS SHOWN ON PALM BEACH FARMS CO. PLAT NO. 3 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE SOUTH 89°38'26" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 303.07 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

BLOCK 12A:

(City)

A PARCEL OF LAND BEING A PORTION OF TRACT 24 BLOCK 89, PALM BEACH FARMS COMPANY PLAT NO. 3 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45-54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "A", WHITWORTH PLAT NO. 1 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 164, PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA;

THENCE NORTH 00°24'52" WEST ALONG THE EAST LINE OF TRACT "A" OF SAID PLAT, ALSO BEING THE WEST LINE OF SAID TRACT 24, A DISTANCE OF 608.06 FEET TO THE NORTHEAST CORNER OF SAID TRACT "A";

THENCE NORTH 89°37'38" EAST, A DISTANCE OF 34.00 FEET;

THENCE SOUTH 00°24'52" EAST, A DISTANCE OF 275.08 FEET;

THENCE NORTH 89°37'38" EAST, A DISTANCE OF 160.19 FEET;

THENCE SOUTH 00°24'20" EAST, A DISTANCE OF 308.57 FEET;

THENCE SOUTH 44°37'43" WEST TO A POINT ON THE NORTH RIGHT-OF-WAY LINE FOR CULLUM ROAD, A DISTANCE OF 13.31 FEET; THENCE SOUTH 89°37'43" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 47.97 FEET;

THENCE SOUTH 44°37'43" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 89°37'43" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 121.74 FEET BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

BLOCK 12B:

(City)

A PARCEL OF LAND BEING A PORTION OF TRACT 24 BLOCK 89, PALM BEACH FARMS COMPANY PLAT NO. 3 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45-54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT "A", WHITWORTH PLAT NO. 1 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 164, PAGE 1 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA;

THENCE NORTH 00°24'52" WEST ALONG THE EAST LINE OF TRACT "A" OF SAID PLAT AND ALSO BEING THE WEST LINE OF SAID TRACT 24, A DISTANCE OF 332.98 FEET;

THENCE NORTH 89°37'38" EAST, A DISTANCE OF 293.34 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 89°37'38" EAST, A DISTANCE OF 260.00 FEET;

THENCE NORTH 00°25'05" WEST, A DISTANCE OF 75.00 FEET;

THENCE SOUTH 89°37'38" WEST, A DISTANCE OF 260.00 FEET;

THENCE SOUTH 00°25'05" EAST, A DISTANCE OF 75.00 FEET BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

BLOCK 13:

(City)

A PARCEL OF LAND BEING A PORTION OF TRACT 24 BLOCK 89, PALM BEACH FARMS COMPANY PLAT NO. 3 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45-54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 24, OF SAID PLAT;

THENCE NORTH 00°25'05" WEST ALONG THE EAST LINE OF SAID TRACT 24, AND ALSO BEING THE WEST RIGHT-OF-WAY LINE OF BANKS ROAD A DISTANCE OF 385.07 FEET;

THENCE SOUTH 89°37'38" WEST, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 89°37'38" WEST, A DISTANCE OF 313.08 FEET;

THENCE SOUTH 00°25'05" EAST, A DISTANCE OF 310.05 FEET;

THENCE SOUTH 45°19'50" EAST, A DISTANCE OF 35.37 FEET;

THENCE NORTH 89°37'33" EAST, A DISTANCE OF 263.16 FEET;

THENCE NORTH 44°36'22" EAST, A DISTANCE OF 35.27 FEET;

THENCE NORTH 00°25'05" WEST, A DISTANCE OF 310.12 FEET BACK TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA

CIVIC NODE CIRCULATION:

(City)

A PARCEL OF LAND BEING A PORTION OF TRACT 24 BLOCK 89, PALM BEACH FARMS COMPANY PLAT NO. 3 ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 45-54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT 24, OF SAID PLAT;

THENCE NORTH 00°25'05" WEST ALONG THE EAST LINE OF SAID TRACT 24, AND ALSO BEING THE WEST RIGHT-OF-WAY LINE OF BANKS ROAD A DISTANCE OF 385.07 FEET;

THENCE SOUTH 89°37'38" WEST, A DISTANCE OF 338.08 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE SOUTH 89°37'38" WEST, A DISTANCE OF 457.78 FEET;

THENCE SOUTH 00°24'20" EAST, A DISTANCE OF 308.57 FEET;

THENCE SOUTH 44°37'43" WEST, A DISTANCE OF 34.53 FEET;

THENCE SOUTH 89°16'34" EAST, A DISTANCE OF 109.97 FEET;

THENCE NORTH 45°16'52" WEST, A DISTANCE OF 36.17 FEET;

THENCE NORTH 00°24'20" WEST, A DISTANCE OF 224.46 FEET;

THENCE NORTH 44°36'39" EAST, A DISTANCE OF 35.37 FEET;

THENCE NORTH 89°37'38" EAST, A DISTANCE OF 287.79 FEET;

THENCE SOUTH 45°23'44" EAST, A DISTANCE OF 35.34 FEET;

THENCE SOUTH 00°25'05" EAST, A DISTANCE OF 225.08 FEET;

THENCE SOUTH 44°36'14" WEST, A DISTANCE OF 35.37 FEET;

THENCE NORTH 89°37'33" EAST, A DISTANCE OF 109.99 FEET;

THENCE NORTH 45°19'50" WEST, A DISTANCE OF 35.37 FEET;

THENCE NORTH 00°25'05" WEST, A DISTANCE OF 310.05 FEET BACK TO THE POINT OF BEGINNING.