



Resilient Environment Department
URBAN PLANNING DIVISION
1 N. University Drive, Box 102 · Plantation, FL 33324
T: 954-357-6666 F: 954-357-6521
Broward.org/Planning

Review and Approval of Vacation Petition Application

Review

Date: 07/24/2023

To: County Attorney's Office **Attention:** Maite Azcoitia, Office of County Attorney

From: Planning and Development Management Division

Subject: Vacation Petition No.: 2023-V-09

Petitioner(s): Barbara J Parrish Rev Liv TR

Agent for Petitioner(s): Wesley A. Parrish III

Type: ☒ Vacating Plats, or any Portion Thereof (BCCO 5-205)
☐ Abandoning Streets, Alleyways, Roads or Other Places Used for Travel (BCAC 27.68)
☐ Releasing Public Easements and Private Platted Easements or Interests (BCAC 27.69)
Project: ☒ Easement ☐ Right-of-Way ☐ Other

Pursuant to Florida Statute Chapter 177.101 and the above sections of the Broward County Administrative Code and Code of Ordinances, the following determined that the requested vacation petition would not affect the ownership or right of convenient access of persons owning other parts of the subdivision:

Designated Review Agencies and Organizations

Date: _____

Required Documentation

- ☒ Vacation Petition Application Date Accepted: 07/24/2023
- ☒ File Fee (made payable to **Broward County Board of County Commissioners** and deposited)
- ☒ Petitioner Notice of Intent Dates Published: 07/01/2023 and 07/08/2023
- ☒ Certificate of Real Estate Taxes Paid [Revenue Collection Division] Date: 06/28/2023
- ☒ Property Location ☒ Municipality of Coconut Creek ☐ Municipal Service District
- ☒ Certified Copy of Municipal Resolution No: 2023-099 Date(s): 07/22/2023
- ☒ Sketch and Legal Description by: David E. Rohal, Surveyor No. 3591
- ☒ Location Map (Created by County Surveyor)
- ☐ Aerial Photograph and Section Map (No longer provided; advise if needed for review)
- ☒ Plat, if applicable ☐ Certified ☒ Copy
- ☐ Written Consent of All Abutting Owners in Plat, if applicable
- ☒ Certificate or Opinion of Title by: Stephen J. Grave de Peralta, Esq. Date: 04/11/2023
- ☐ Documentation of all reviewers responding "no objection/no comment"
- ☒ Waivers of Objection by Utility Companies
- ☒ Draft Resolution to Set Public Hearing
- ☒ Draft Resolution of Adopted Vacation

Approval

Approved subject to the Office of the County Attorney's receipt, review, and approval of a Title Certificate dated within 45 days prior to the Public Hearing.

Reviewed and Approved as to Form by: DEANNA M. KALIL Digitally signed by DEANNA M. KALIL
Date: 2023.08.31 14:19:16 -04'00'

Print Name: Deanna Kalil

Date: August 31, 2023



Resilient Environment Department
URBAN PLANNING DIVISION

1 N. University Drive, Box 102A · Plantation, FL 33324 · T: 954-357-6634 · F: 954-357-6521 · Broward.org/Planning

Application Number 2023-V-09.

Development and Environmental Review Online Application

Project Information			
Plat/Site Plan Name Coconut Creek 11th Section			
Plat/Site Number		Plat Book - Page (if recorded) Plat Book 74 Page 15	
Owner/Applicant/Petitioner Name Barbara J Parrish Rev Liv Tr			
Address 631 NW 42 Ave		City Coconut Creek	State FL
Zip 33060			
Phone 561-324-3163	Email wes@marionconstruction.com		
Agent for Owner/Applicant/Petitioner A. Wesley Parrish III		Contact Person Wesley Parrish	
Address 383 Rosewood Circle		City Boca Raton	State FL
Zip 33487			
Phone 561-324-3163	Email wes@marionconstruction.com		
Folio(s) 484232110880			
Location located approximately 180 feet north of the intersection of Coconut Creek Boulevard and Northwest 42 Avenue . _____ side of _____ at/between/and _____ and/of _____ north side/corner north street name street name / side/corner street name			

Type of Application (this form required for all applications)

Please check all that apply (use attached **Instructions** for this form).

- ☐ Plat (fill out/PRINT *Questionnaire Form, Plat Checklist*)
- ☐ Site Plan (fill out/PRINT *Questionnaire Form, Site Plan Checklist*)
- ☐ Note Amendment (fill out/PRINT *Questionnaire Form, Note Amendment Checklist*)
- ☒ Vacation (fill out/PRINT *Vacation Continuation Form, Vacation Checklist*, use *Vacation Instructions*)
 - ☒ Vacating Plats, or any Portion Thereof (BCCO 5-205)
 - ☐ Abandoning Streets, Alleyways, Roads or Other Places Used for Travel (BCAC 27.29)
 - ☐ Releasing Public Easements and Private Platted Easements or Interests (BCAC 27.30)
- ☒ Vacation (Notary Continuation Form Affidavit required, fill out Business Notary if needed)

Application Status			
Has this project been previously submitted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't Know
This is a resubmittal of:	<input type="checkbox"/> Entire Project	<input type="checkbox"/> Portion of Project	<input type="checkbox"/> N/A
What was the project number assigned by the Urban Planning Division?	Project Number	<input type="checkbox"/> N/A	<input type="checkbox"/> Don't Know
Project Name		<input type="checkbox"/> N/A	<input type="checkbox"/> Don't Know
Are the boundaries of the project exactly the same as the previously submitted project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't Know
Has the flexibility been allocated or is flexibility proposed to be allocated under the County Land Use Plan?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Don't Know
If yes, consult Policy 13.01.10 of the Land Use Plan. A compatibility determination may be required.			

Replat Status	
Is this plat a replat of a plat approved and/or recorded after March 20, 1979?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
If YES, please answer the following questions.	
Project Name of underlying approved and/or recorded plat	Project Number
Is the underlying plat all or partially residential?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
If YES, please answer the following questions.	
Number and type of units approved in the underlying plat.	
Number and type of units proposed to be deleted by this replat.	
Difference between the total number of units being deleted from the underlying plat and the number of units proposed in this replat.	

School Concurrency (Residential Plats, Replats and Site Plan Submissions)	
Does this application contain any residential units? (If "No," skip the remaining questions.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the application is a replat, is the type, number, or bedroom restriction of the residential units changing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the application is a replat, are there any new or additional residential units being added to the replat's note restriction?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is this application subject to an approved Declaration of Restrictive Covenants or Tri-Party Agreement entered into with the Broward County School Board?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If the answer is "Yes" to any of the questions above</p> <p>RESIDENTIAL APPLICATIONS ONLY: Provide a receipt from the School Board documenting that a Public School Impact Application (PSIA) and fee have been accepted by the School Board for residential projects subject to school concurrency, exempt from school concurrency (exemptions include projects that generate less than one student, age restricted communities, and projects contained within Developments of Regional Impact), or subject to an approved Declaration of Restrictive Covenant or Tri-Party Agreement.</p>	

Land Use and Zoning	
EXISTING	PROPOSED
Land Use Plan Designation(s)	Land Use Plan Designation(s)
Zoning District(s)	Zoning District(s)

Existing Land Use					
<p>A credit against impact fees may be given for the site's current or previous use. No credit will be granted for any demolition occurring more than three (3) years of Environmental Review of construction plans. To receive a credit, complete the following table. Note: If buildings have been demolished, which are not shown on the survey required with this application, attach an additional "as built" survey dated within three (3) years of this application. Other evidence may be accepted if it clearly documents the use, gross square footage and/or number and type of dwelling units, and date of demolition.</p>					
Are there any existing structures on the site?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Land Use	Gross Building sq. ft.* or Dwelling Units	Date Last Occupied	EXISTING STRUCTURE(S)		
			Remain the Same?	Change Use?	Has been or will be Demolished?
			YES NO	YES NO	HAS WILL NO
			YES NO	YES NO	HAS WILL NO
			YES NO	YES NO	HAS WILL NO
<p>*Gross non-residential square footage includes permanent canopies and overhangs for gas stations, drive-thru facilities, and overhangs designed for outdoor tables at a restaurant. A building is defined by the definition in the Land Development Code.</p>					

Proposed Use			
RESIDENTIAL USES		NON-RESIDENTIAL USES	
Land Use	Number of Units/Rooms	Land Use	Net Acreage or Gross Floor Area

NOTARY PUBLIC: Owner/Agent Certification

This is to certify that I am the owner/agent of the property described in this application and that all information supplied herein is true and correct to the best of my knowledge. By signing this application, owner/agent specifically agrees to allow access to described property at reasonable times by County personnel for the purpose of verification of information provided by owner/agent.

A Wesley Parrish

Owner/Agent Signature

[Signature]

Digitally signed by A Wesley Parrish
DN: cn=A Wesley Parrish, o=, email=wes@marionconstruction.com, c=US
Date: 2023.06.23 13:31:38 -0400

Date

6/23/23

NOTARY PUBLIC

STATE OF FLORIDA COUNTY OF BROWARD

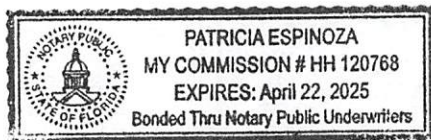
The foregoing instrument was acknowledged before me by means of ☒ physical presence | ☐ online notarization, this 23rd day of June, 2023, who ☒ is personally known to me | ☐ has produced _____ as identification.

Patricia Espinoza

Name of Notary Typed, Printed or Stamped

Signature of Notary Public – State of Florida

[Signature]



Notary Seal (or Title or Rank)

Serial Number (if applicable)

For Office Use Only

Application Type

Variation Application

Application Date

7/24/23

Acceptance Date

7/24/23

Fee

\$1200.00

Comments Due

8/14/23

Report Due

N/A

CC Meeting Date

TBD

Adjacent City or Cities

N/A

☒ Plats

☐ Surveys

☐ Site Plans

☐ Landscaping Plans

☐ Lighting Plans

☒ City Letter

☐ Agreements

☒ Other:

Variation

Distribute To

☒ Full Review

☐ Planning Council

☐ School Board

☐ Land Use & Permitting

☐ Health Department

☐ Zoning Code Services (BMSD only)

☐ Administrative Review

☐ Other:

Received By

Diego Penaloza

DURABLE POWER OF ATTORNEY

OF

BARBARA J. PARRISH

I, BARBARA J. PARRISH, of Broward County, Florida, create this DURABLE POWER OF ATTORNEY, dated the 4th day of November, 2021, under the Florida Power of Attorney Act and I hereby revoke all prior Durable Power of Attorney forms.

Any person who refuses to accept this Durable Power of Attorney in violation of Section 709.2120, Florida Statutes, shall be subject to court order mandating acceptance of this Durable Power of Attorney and liability for damages, including reasonable attorneys' fees and costs, as provided in Section 709.2120, Florida Statutes.

ARTICLE I

Agents

A. Appointment of Agents. I appoint my son, A. WESLEY PARRISH, III, as my agent (hereinafter referred to as my "Agent"). In the event that my son, A. WESLEY PARRISH, III, is unable to act for any reason, I appoint my son, STEVEN M. PARRISH, as my Agent.

B. Duties. My Agent shall act in a fiduciary capacity, in good faith, only within the scope of authority hereunder, with the care, competence and diligence ordinarily exercised by agents under a power of attorney in similar circumstances. My Agent shall not act in a manner that is contrary to my best interest, except as provided in Section 709.2202, Florida Statutes.

C. Compensation of Qualified Agents. My Agent shall be entitled to reasonable compensation for my Agent's service under this Durable Power of Attorney, if such Agent is a Qualified Agent, as that term is defined in Section 709.2112(4), Florida Statutes.

D. Reimbursement of Expenses. My Agent shall be entitled to reimbursement for any out-of-pocket expenditures, with interest as appropriate, made or incurred in the proper conduct of my Agent's duties under this instrument.

E. Multiple Agents. References to my Agent shall refer to all those from time to time acting as Agent hereunder and, if two Agents are eligible to act hereunder, they shall act unanimously, and if more than two Agents are eligible to act hereunder, they shall act by majority. If two or more Agents are eligible to act hereunder, each such Agent may delegate to

The original of this document is
being held in the safe located in the
Law Offices of
Mettler Randolph Massey Ferguson
Carroll & Sterlacci, P.L.
(561) 833-9631

another Agent acting hereunder the authority to conduct banking transactions under Paragraph A of Article II below.

F. Resignation. Any Agent may resign at any time without court approval, whether or not a successor Agent has been appointed, provided the resigning Agent executes and delivers a notice of resignation, in an acknowledged instrument, to me, or to my court appointed guardian if I am then adjudicated incapacitated, and to any other Agent acting for me pursuant to a power of attorney, or if none, to the next successor Agent that I have appointed hereunder.

G. Release of Liability for Successor Agents. No successor Agent shall be personally liable for any act or failure to act of any predecessor Agent or shall have any duty to review the conduct or decisions of any predecessor Agent, except with respect to a breach of fiduciary duty committed by a predecessor Agent that such successor Agent participated in or concealed. A successor Agent may accept the account rendered and the property delivered to the successor Agent by or on behalf of the predecessor Agent as a full and complete discharge of the predecessor Agent without incurring any liability or responsibility for so doing, and shall not have any duty to institute any proceeding against a predecessor Agent, or to file any claim against a predecessor's estate, for any of the predecessor Agent's actions or omissions as Agent. If a successor Agent has actual knowledge of a breach of fiduciary duty by a predecessor Agent, such successor Agent must take any action reasonably appropriate under the circumstances to safeguard my best interests.

H. Incapacitated Agent. My Agent shall cease to serve upon becoming incapacitated. My Agent shall be deemed to be "incapacitated" if I or another then-serving Agent or, if there is none, the next successor Agent receives written certification that the examined individual is physically or mentally incapable of managing my personal financial affairs, whether or not there is an adjudication of incapacity. This certification shall be valid only if it is signed by a licensed physician who has personally examined my Agent. This certification need not indicate any cause for the incapacity of my Agent. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph or for dealing with my Agent other than the one removed for incapacity based on these certifications.

I. Delivery of Records and Property. If my Agent is removed, resigns or otherwise ceases to act as Agent hereunder, my Agent shall deliver all records and property in my Agent's possession with respect to such Agent's service hereunder to any other Agent acting for me pursuant to a power of attorney or, if no other Agent is then so acting, to a successor Agent that I have named to act for me pursuant to a power of attorney, or any other person entitled to the records or property, within a reasonable amount of time after my Agent ceases to act, and unless another person is then entitled to the records and property, my Agent who ceases to act shall continue to have all of the duties of an Agent and the powers necessary to protect the records and property until delivered as provided herein.

ARTICLE II Grant of General Authority

I grant to my Agent the authorities listed below:

A. Banks. My Agent may conduct banking transactions as provided in Section 709.2208(1), Florida Statutes, and access any safe deposit box rented by me alone or with any other person or persons.

B. Financial Institutions. My Agent may conduct investment transactions as provided in Section 709.2208(2), Florida Statutes, and buy, sell and exchange commodity futures contracts and call and put options on stocks and stock indexes.

C. Real Property. My Agent may do any act with respect to my real property, whether now owned or hereafter acquired, including, but not limited to, possess, accept, acquire, exchange, partition, dispose of or encumber any real property or any right or interest therein, upon such terms and conditions, and under such covenants, as my Agent shall deem proper; lease, insure, repair, improve, alter, raze, maintain or otherwise manage and in any way or manner deal with any or all of my real property; join with other persons with whom I own such property jointly in any transaction regarding that property; remove persons from, and recover possession of my real property; and expend funds to carry out any of the foregoing.

D. Intangible Personal Property. My Agent may do any act with respect to my intangible personal property, whether now owned or hereafter acquired, including, but not limited to, execute, acknowledge, deliver and possess such contracts, agreements, leases, including oil, gas and mineral leases, mortgages, notes and other evidences of debt, assignments, insurance policies, documents of title, bills, bonds, stock certificates, proxies, warrants, commercial paper, receipts, releases and satisfaction of debts and obligations and division orders, assurances and documents of any governmental agency or entity of the United States of America or any state thereof, and such other written instruments of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

E. Tangible Personal Property. My Agent may do any act with respect to my tangible personal property, whether now owned or hereafter acquired, including, but not limited to, possess, accept, acquire, exchange, dispose of or encumber any tangible personal property or any right or interest therein, upon such terms and conditions, and under such covenants, as my Agent shall deem proper; lease, insure, repair, improve, alter, maintain or otherwise manage and in any way or manner deal with any or all of my tangible personal property; join with other persons with whom I own such property jointly in any transaction regarding that property; recover possession of my tangible personal property; and expend funds to carry out any of the foregoing.

F. Business. My Agent may transact any lawful business, including, but not limited to, forming any kind of entity and making changes of any character, in the style or form

of the ownership or the conduct of any business; changing the governing jurisdiction under which an entity is operated; paying business expenses, even if the business is in financial trouble; collecting all amounts which are now payable to me or paying all obligations which are payable by me individually or pursuant to any interest I may have in any kind of entity; entering into or changing ownership agreements or buy-sell agreements; liquidating or reorganizing any entity; voting or exercising, in person or by proxy, all rights and options concerning any interest in an entity; and contracting with any person or entity for any purpose, or modifying or terminating any such contract.

G. Debts. My Agent may pay all sums of money at any time or times that I may be legally obligated to pay, whether pursuant to an obligation incurred by me, or for me by any Agent legally authorized to act on my behalf pursuant to a power of attorney.

H. Legal Remedies. My Agent may initiate, defend, continue, arbitrate, mediate, settle and dispose of, all legal, equitable or administrative proceedings, or otherwise engage in litigation in connection with the exercise of the powers herein contained, including for the recovery of any and all sums of money or payments due or to become due to me; collect any judgments recovered by me and execute releases and satisfactions of same; and engage in any proceedings under the Bankruptcy Act, or under any law of any state or territory of the United States.

I. Privileged Records. My Agent may demand, obtain, review, and release to others medical records or other documents protected by the patient-physician privilege, attorney-client privilege or any similar privilege.

J. Guardian. My Agent may nominate on my behalf a qualified individual or entity (including my Agent) to be appointed by a court of appropriate jurisdiction as guardian of my person or property, or both, or as custodian for my property during the pendency of any proceedings to adjudicate my capacity.

K. Borrow. My Agent may borrow any sum of money on such terms and with such security as my Agent may deem fit, and may guarantee any loan made to a trust created by me or in which I have a beneficial interest or any entity in which I or any trust created by me or in which I have a beneficial interest shall own, directly or indirectly, an interest, and for that purpose, execute any evidence of indebtedness and any security agreements, and provide such information and documentation as may be necessary in conjunction therewith; provided, however, that my Agent shall not be personally liable for any such loan or guarantee, and such loan or guarantee shall be payable only out of my assets.

L. Employees and Service Providers. My Agent may engage and disengage (with or without cause), any agents, counsel, accountants, financial service or other professionals, and may employ and dismiss (with or without cause) any person or persons and provide to the persons to be so engaged or employed such salaries, wages or other remunerations as my Agent shall deem fit; and employ and compensate any investment management service,

financial institution, or similar organization to advise my Agent and to handle all investments and to render all accountings of funds held on my behalf under custodial, agency, or other agreements.

M. Tax Returns. My Agent may prepare, execute, and file any and all federal, state and local tax returns (and all ancillary forms or documents related thereto) for any type of tax for any period before or after the grant of this power, and otherwise deal in any respect whatsoever with regard to such tax returns, including acting for me before any office of the Internal Revenue Service or other taxing authority; and receive confidential information regarding tax matters for all periods, whether before or after the execution of this instrument.

N. Foreign Accounts. Only to the extent my Agent accepts this authority in writing by specific reference to this paragraph, my Agent may do any act with respect to any foreign bank or financial account. Otherwise, my Agent shall have no authority over such accounts, notwithstanding any provision in this instrument to the contrary. A foreign bank or financial account is any bank or financial account located outside of the United States, as described in 31 U.S.C. § 5314 and 21 C.F.R. § 1010.350.

O. Dependents. My Agent may obligate me, and pay, for all costs and expenses that my Agent may deem necessary for general welfare of any lineal descendant of mine who is financially dependent on me, subject to the limitations below in Article III.

P. Standard of Living. My Agent may do all acts necessary to ensure that the best possible care and support are provided to me to meet all lifetime needs and to maintain my current lifestyle, including, but not limited to, engaging the services of any individuals or organizations to provide for my personal care and comfort, holding and maintaining any real property used by me as a personal residence for my use and benefit and the use and benefit of my immediate family and paying all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of household employees (including, but not limited to, independent contractors) and other expenses incident to the running of a household for my benefit.

Q. Government Benefits. My Agent may do all acts necessary to apply for, obtain, and maintain my eligibility for government benefits (e.g., Social Security, Supplemental Security Income, Medicare, Medicaid, etc.), including, but not limited to, paying down the principal balance on any loan owed by me that is secured by my homestead property; executing a personal service contract or caregiver agreement with a third party, including my Agent; purchasing a life estate in a residence owned by a third party, including my Agent; making a loan to a third party, including my Agent; purchasing an annuity contract; creating and funding an irrevocable Income Trust pursuant to 42 U.S.C. § 1396(d)(4)(B); and purchasing Series I and Series EE United States Savings Bonds.

ARTICLE III
Grant of Specific Authority

I grant to my Agent the specific authorities listed below that I have initialed.

A. Insurance and Annuities. Initial below to grant authority to Agent:

[BGP]

My Agent may act with respect to any policy of insurance on my life and any annuity owned by me or for which I am the annuitant, and exercise any rights, privileges or options which I may have thereunder or pertaining thereto, including, but not limited to, surrendering a policy or annuity for its cash surrender value, exchanging or converting a policy or annuity, and borrowing against the value of a policy or annuity; provided, however, my Agent shall not have any power to create or modify a beneficiary designation.

B. Gifts to Descendants. Initial *Option 1* or *Option 2* below to grant authority to Agent:

[BGP]

Option 1 - Gifts to Descendants. My Agent may make gifts in any amount to my descendants, including my Agent, and consent with my spouse to such gifts pursuant to Code Sec. 2513, and provided further that gifts to my Agent may be made only for my Agent's health, education, maintenance or support.

[]

Option 2 - Gifts to Descendants Limited by Annual Exclusion. My Agent may make gifts to my descendants, including my Agent, and consent with my spouse to such gifts pursuant to Code Sec. 2513, in amounts not to exceed the amount of my gift tax annual exclusion under Code Sec. 2503(b) (or twice that amount if my spouse agrees to consent to a split gift pursuant to Code Sec. 2513), provided that my Agent may make unlimited gifts for my descendants for those expenditures described in Code Sec. 2503(e), and provided further that gifts to my Agent may be made only for my Agent's health, education, maintenance or support.

C. Trusts. Initial below to grant authority to Agent:

[BGP]

My Agent may transfer any or all of my property (including homestead property) which I now own or hereafter acquire into any trust, revocable or irrevocable, created by me or on my behalf, provided that any such transfer which is a gift shall comply with the provisions concerning gifts above as if such transfer had been made directly to the beneficiary or beneficiaries of that trust, exercise any rights reserved or given to me as grantor of, or beneficiary under, any trust, and collect and receipt for any sums to which I am, or may be, entitled under any trust.

D. Retirement Plans. Initial below to grant authority to Agent:

[BGP]

My Agent may act with respect to any retirement plans, including, but not limited to, individual retirement accounts, pension plans, profit sharing plans, 401(k) plans, and any other type of plan, trust, or account now or hereafter authorized by law or agreement concerning retirement, savings, incentive, or other employment or self-employment compensation arrangement and make any election or take any action with respect thereto, including, but not limited to, contributing to, withdrawing from, and investing and reinvesting the assets of such plans, trusts or accounts; provided however, my Agent may not change the beneficiary designations on any such plans, trusts or accounts.

ARTICLE IV
General Provisions

A. General Directions to Agent. My Agent shall make every effort to involve me in decision-making regarding both financial matters and personal care. My Agent shall make every effort to determine my wishes and make decisions that conform to them. If I am unable to make my wishes known, my Agent shall make decisions that my Agent believes that I would make, bearing in mind that the least restrictive alternatives for living arrangements are desirable so that I may live with the greatest degree of dignity possible.

B. Governing Law. This instrument is a Durable Power of Attorney authorized by the provisions of the Florida Power of Attorney Act (Part II of Chapter 709 of the Florida Statutes), as it may be amended. The interpretation and effect of this Durable Power of Attorney shall be governed by the laws of the State of Florida.

C. Binding and Effect. Until my Agent shall have knowledge or notice of my death or termination or suspension of my Agent's authority or of this instrument, any act lawfully done by my Agent in good faith shall be binding on me and on my estate, my heirs, legal representatives and assigns. This, being a Durable Power of Attorney, shall be effective as of and from the date it is executed and shall not be affected by my subsequent disability, incapacity or incompetence, except as otherwise provided in Chapter 709, Florida Statutes. As provided in Section 709.2106, Florida Statutes, a photocopy or electronically transmitted copy of the original of this Durable Power of Attorney shall have the same effect as the original.

D. Release of Liability for Agents. No Agent shall be liable to anyone for anything done or not done by any other Agent, except with respect to any breach of fiduciary duty that my Agent participated in or concealed. An Agent with actual knowledge of a breach or imminent breach of fiduciary duty by another Agent must take any action reasonably appropriate under the circumstances to safeguard my best interests. My Agent is not required, and shall have no duty, to act hereunder, and if my Agent acts hereunder, the discretion given my Agent under Articles II and III above shall be absolute and uncontrolled and subject to correction by a court

only if my Agent should act dishonestly, with improper motive, with reckless indifference to the purposes of this Durable Power of Attorney, my estate plan, my interests or the interests of my beneficiaries, or in violation of specific provisions of this instrument. My Agent who acts in good faith is not liable to any beneficiary of my estate plan for failure to preserve the plan. Absent a breach of fiduciary duty, my Agent is not liable if the value of my property declines.

E. Release of Liability for Third Persons. Any person dealing with my Agent under this instrument is completely absolved of any liability and held harmless for relying in good faith upon the authority granted to my Agent hereunder and the actions of my Agent which are reasonably within the scope of my Agent's authority and may enforce any obligation created by the actions of my Agent, unless such person has knowledge or has written notice that this Durable Power of Attorney or my Agent's authority is void, invalid, suspended or terminated. Any person dealing with my Agent under this instrument may, but need not, require my Agent to execute an affidavit stating where I am domiciled, that I am not deceased, that there has been no revocation, or partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced hereunder, that there has been no suspension by initiation of proceedings to determine my incapacity, or to appoint a guardian for me, and, if the affiant is a successor Agent, the reasons for the unavailability of the predecessor Agents at the time the authority is exercised; and if affiant is an officer of a financial institution acting as my Agent, stating the officer's title, that the officer has full authority to perform all acts and enter into all transactions authorized hereunder for and on behalf of the financial institution in its capacity as Agent. Any person must accept or reject this Durable Power of Attorney within a reasonable time, and any person who rejects this Durable Power of Attorney must state in writing the reason for the rejection. A person may not require an additional or different form of power of attorney.

F. Authorization of Conflict of Interest. I have appointed the persons named in this instrument as my Agent hereunder, cognizant of the fact that they may also serve as directors, accountants, employees and/or owners with respect to entities which may form a substantial part of my estate, and that their interests as Agent hereunder may conflict with their individual interests with respect to the entities. Notwithstanding the foregoing, I wish these persons to serve as my Agent because of my confidence in their individual skills and because they are the most appropriate persons as a result of their involvement with the entities to manage and operate the entities. The fact that an Agent is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through any entity acting as Agent hereunder or through any firm of which an Agent is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate or the like. My property may be invested in individual securities, mutual funds, partnerships, private placements or other forms of investment promoted, underwritten, managed or advised by an Agent or such a firm. Notwithstanding the foregoing, my Agent must act in good faith and solely in my best interests.

G. Self Dealing. No state law restraint on acts of self-dealing by an Agent shall apply to my Agent who is my spouse or a descendant of mine, except to the extent (but only to the extent) such restraint may not be waived under applicable local law by a governing

instrument. Except when prohibited by another provision hereunder, such Agent may enter into transactions on my behalf in which that Agent is personally interested so long as my Agent acts in good faith and solely in my best interests.

H. Tax Savings; Creditor Claims Against Agent. It is my intention that no power or authority granted hereunder shall be deemed to create in my Agent a general power of appointment, as such term is defined under Code Secs. 2041(b) and 2514(c), or subject my assets to any claims of the creditors of my Agent. Accordingly, notwithstanding anything in this instrument to the contrary, my Agent shall be prohibited from possessing or exercising any power otherwise granted hereunder in a manner that constitutes a general power of appointment, including, but not limited to, participating in any decision to (i) transfer any property of mine to or for the benefit of my Agent other than pursuant to an ascertainable standard as such term is defined for Federal estate or gift tax purposes, and (ii) transfer any property of mine in discharge of any legal obligation of my Agent, individually. Furthermore, an Agent who is otherwise authorized to make gifts to himself or herself subject to an ascertainable standard may exercise such discretion, notwithstanding any contrary rule of law, unless such authorization would cause my property to be subject to any claims of the creditors of Agent.

I. Delegation. My Agent may delegate investment functions as provided in Section 518.112, Florida Statutes.

J. Waiver of Prudent Investor Rule. My Agent may acquire and retain investments that present a higher degree of risk than would normally be authorized by the applicable rules of fiduciary investment and conduct. No investment, no matter how risky or speculative, shall be absolutely prohibited, so long as prudent procedures are followed in selecting and retaining the investment and the investment constitutes a prudent percentage of my estate. My Agent may, but need not, favor retention of assets owned by me. My Agent shall not be under any duty to diversify investments, regardless of any rule of law requiring diversification, and any such duty is hereby waived.

ARTICLE V

Definitions of Miscellaneous Provisions

A. Code. References to the "Code" or to provisions thereof are to the Internal Revenue Code of 1986, as amended at the time in question. If, by the time in question, a particular provision of the Code has been renumbered, or the Code has been superseded by a subsequent Federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this instrument.

B. Florida Statutes. References to the "Florida Statutes" or to provisions thereof are to the Florida Statutes in effect at the time of execution of this instrument. If, by the time in question, a particular provision of the Florida Statutes has been renumbered, or the

statute has been superseded by a subsequent Florida law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this instrument.

C. Notice. Any notice provided hereunder must comply with Section 708.2121, Florida Statutes.

D. Savings Clause. Should any of the provisions of this Durable Power of Attorney fail or be held ineffectual or invalid for any reason, it is my desire that no other portion or provision of this instrument be invalidated, impaired or affected thereby, but that this instrument be construed as if such invalid provision or direction had not been contained therein.

E. Captions. The captions used in this Durable Power of Attorney are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this instrument or the intent of any provision therein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4th
day of Nov., 2021.

Executed in the presence of:

Joann Cappel
Print Name: Joann Cappel

Barbara J. Parrish
BARBARA J. PARRISH

Tammie Massey
Print Name: Tammie Massey

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4 day of Nov., 2021, by BARBARA J. PARRISH by means of ☒ physical presence or ☐ online notarization. Said person (check one) ☒ is personally known to me, ☐ produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: _____.

Tammie Massey
Notary Public - State of Florida



TAMMIE MASSEY
Commission # GG 366959
Expires September 21, 2023
Bonded Thru Budget Notary Services

A Wesley Parrish III
383 Rosewood Circle
Boca Raton, Fla 33487
561-324-3163
wes@marionconstruction.com

Broward County
Urban Planning
Josie C Sesodia
715 S Andrews Ave, Suite 429
Fort Lauderdale, FL 33301

Mrs. Sesodia,

Written Narrative for Vacation of Drainage Easement

July 10, 2023

Re: Petitioner/Owner intent to vacate a 10' wide platted drainage easement lying in Lots 25 and 26, Block 46, Coconut Creek 11th Section, according to the plat thereof, as recorded in Plat book 74, Page 15 of the Public Record of Broward County, Florida, with the property address of 631 NW 42 Avenue, Coconut Creek, Florida.

The undersigned intends to submit an application for vacation and abandonment of the above-referenced 10' x 90' foot drainage easement to the Broward County Board of County Commissioners for property located within the boundaries of the City of Coconut Creek and Broward County. This easement sits under my family house at 631 NW 42 Ave, South Creek. We are in the process of putting the house up for sale and as a Platted easement creates a title problem. The City of Coconut Creek approved this vacation on June 22, 2023.

An aerial depiction of the Easement is attached as Annex 1, and a legal description and sketch of the Easement is attached as Annex 2. No replacement easement is being proposed.

I have sent No Objections letters to the following:

1. Cocomar Water Control District – **Received** No Objection to the vacation of Easement.
2. City of Coconut Creek – Received No Objection to the vacation of Easement.
3. FPL - **Received** No Objection to the vacation of Easement.
4. AT&T - **Received** No Objection to the vacation of Easement.
5. Comcast - Received No Objection to the vacation of Easement.

Sincerely,

A Wesley Parrish III

Attachments: Aerial of Vacation Area
 Legal and Sketch of Easement