

Prepared By and Return To:  
 Christopher D. Castro, Esq.  
 Next Legal PLLC  
 1395 Brickell Avenue, 8<sup>th</sup> Floor  
 Miami, FL 33131

County Property folio numbers: 494101330020 and  
 494101010031.

## **PERPETUAL DRAINAGE, STORAGE, ACCESS, AND FLOWAGE EASEMENT AGREEMENT**

**THIS PERPETUAL DRAINAGE, STORAGE, ACCESS, AND FLOWAGE EASEMENT AGREEMENT (“Agreement”)**, is made on this [ ] day of [ ], 2025 (the “**Effective Date**”), by **777 PROPERTIES, INC.**, a Florida corporation (“**Multifamily Owner**”), **767 BUILDING, LLC**, a Florida limited liability company (“**767 Owner**”) (767 Owner and Multifamily Owner, collectively “**Office Owner**”) (Office Owner and Multifamily Owner are each an “**Owner**” and collectively and individually are referred to as the “**Owners**”), and **BROWARD COUNTY**, a political subdivision of the State of Florida (“**County**”) (Office Owner, Multifamily Owner, and County are each a “**Party**” and collectively, the “**Parties**”).

### **RECITALS:**

**WHEREAS**, Office Owner is the lawful owner of certain real property situated in Broward County, Florida, as more particularly described in Exhibit A, attached hereto and made a part hereof, together with any improvements thereon (the “**Office Property**”);

**WHEREAS**, Multifamily Owner is the lawful owner of certain real property located adjacent to the Office Property situated in Broward County, Florida, as more particularly described in Exhibit B attached hereto and made a part hereof, together with any improvements thereon (the “**Multifamily Property**”) (each of the Office Property and the Multifamily Property are referred to herein as a “**Property**” and collectively as the “**Properties**”);

**WHEREAS**, County is the fee simple owner of certain real property situated in Broward County, Florida, commonly known as the Herman and Dorothy Shooster Nature Preserve and as more particularly described in Exhibit C attached hereto and made a part hereof, together with any improvements thereon (the “**County Property**”);

**WHEREAS**, the County Property needs input of pre-treated water to offset regional drainage and to support the diverse wetland habitat at the County Property;

**WHEREAS**, Owners can provide pre-treated water through a drainage, storage, access, and flowage easement on the County Property to deposit runoff water;

**WHEREAS**, the County Property is part of the County’s Urban Wilderness Park System and is subject to a Declaration of Restricted Covenants, made on March 14, 2006 (the “**DRC**”);

**WHEREAS**, County has determined that the Drainage Easement (defined below) will not change the use of the County Property from a natural area and will enhance the quality of the natural area, which serves a passive recreation park use, and is permitted under the DRC and Section 25½ -24(e) of the Broward County Code of Ordinances; and

**WHEREAS**, County has agreed to grant to Owners an easement for drainage, storage, access, and flowage, as more fully described in Section 2(a) of this Agreement, over, across, under, and through the Easement Area (defined below), subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00), the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals contained in the above WHEREAS clauses are true, accurate, and correct and are incorporated herein by reference.

2. Perpetual Grant of Easement for Drainage, Storage, Access, and Flowage Rights.

a. County does hereby grant to Owners, for the benefit of Owners (including their respective successors and assigns) and the Properties, a permanent non-exclusive drainage, storage, access, and flowage easement (the “**Drainage Easement**”) (which Drainage Easement shall be appurtenant to the Properties) in, on, over, under, across, and through those portions of the County Property more particularly described in Exhibit D attached hereto and made a part hereof (the “**Easement Area**”) for the limited purpose of pre-treated water flowage, storage, drainage, discharge, access, and runoff of all water, storm water, runoff water, and discharge water, whether temporary or permanent in nature, from each and any Property in, to, over and across the Easement Area for the purposes of:

- (i) the installation, use, maintenance, repair, restoration, modification, and replacement of certain drainage improvements in the Easement Area that serve the Properties, as such drainage improvements are more particularly described in Exhibit E attached hereto and made a part hereof (the “**Drainage Facilities**”);
- (ii) tying said Drainage Facilities into the utilities located within the Easement Area, as shown in Exhibit E;
- (iii) the drainage, flowage, storage, discharge, and runoff of storm water, discharge water, runoff water, whether permanent or temporary in nature, from the Properties in, to, over, and across the Easement Area (the “**drainage**”); and
- (iv) an access easement over and across the Easement Area for maintenance or other purposes authorized by this Agreement, which access shall only be through the access point depicted on Exhibit E and labeled “PROP. MAINTENANCE ACCESS POINT” (“**access**”).

b. Owners shall obtain, and maintain for the duration of this Agreement, at their sole cost and expense, all permits and licenses required for the Drainage Easement. Owners shall ensure that the Drainage Easement, at all times, is compliant with all applicable laws, regulations, licenses, and permits, including any applicable surface water management license issued by County and any permit issued by the South Florida Water Management District (collectively, “Applicable Law”). Owners shall provide a copy of all required permits and licenses to County at the address provided in the “Notices” section of this Agreement.

3. County’s Rights. County retains the right to engage in any activities on, over, under, across, or through the Easement Area and shall, for its own purpose, utilize the County Property in any manner that does not unreasonably interfere with the Drainage Easement.

4. Rights of Other Parties; No Rights in Public Generally.

a. The Drainage Easement created, granted, conveyed, and/or reserved pursuant to this Agreement may be used by the employees, agents, contractors, subcontractors, assigns, and successors of the respective Owners.

b. The Drainage Easement created in this Agreement does not, is not intended to, and shall not be construed to, create any easements or rights in or for the benefit of the general public. The Drainage Easement is private, non-exclusive, and limited for the exclusive use and benefit of the Parties, as applicable, and their respective successors and assigns.

5. Testing. County may, at its cost and expense, conduct (or otherwise cause to be conducted) water testing with respect to any water discharged into the Easement Area to confirm that the discharge is in compliance with this Agreement, including the nutrient standards provided for in Exhibit F, attached hereto and made a part hereof (the “**Nutrient Standards**”). In the event that such testing reveals that any water discharged onto the County Property from the Properties was not in compliance with the Nutrient Standards in Exhibit F, then the Parties shall work together in good faith to determine what commercially reasonable steps are to be taken in order comply with the Nutrient Standards.

6. Unanticipated Discharges or Damage Caused by Drainage Easement. If the Drainage Easement, whether by any failure of any of the Owners to comply with this Agreement, including the Nutrient Standards and Applicable Law, or by any other reason caused by the Properties or any of the Owners, results in damage to the County Property, the Owners shall work, in good faith and in consultation with County, to determine what commercially reasonable steps are to be taken to address such unanticipated discharges and resulting damage. If any such discharges cause damage to the County Property, Owners shall repair and/or restore the County Property in accordance with Section 8, below.

7. Maintenance. Multifamily Owner and Office Owner each covenant, at all times during the term of this Agreement, to maintain, or cause to be maintained, all Drainage Facilities in good order, condition and repair. In the event of any damage to or destruction of all or a portion of the Drainage Facilities, the Multifamily Owner and Office Owner shall, with due diligence, repair, restore, and rebuild (or cause to be repaired, restored, or rebuilt) such Drainage Facilities to the condition of such Drainage Facilities prior to such damage or destruction within sixty (60) days after such damage or destruction (and with such changes as shall not conflict with this Agreement).

8. Damage to County Property. Each Owner shall ensure that no damage is caused to County Property as a result of the Drainage Easement. Each Owner shall be independently and severally liable to repair and/or restore the County Property within sixty (60) days after any such damage to the County Property is discovered by either Owner or notice of such damage is provided by County. County may, in its sole discretion, agree to an extended period for Owners to complete repairs with written approval from the County’s Director of Parks and Recreation. County may also, in its sole discretion, elect to repair any damage to the County Property and invoice each Owner for any and all costs incurred by County to repair such damage, after providing Owners notice of such damage and an ability to repair and restore. County may elect to make such repairs if Owners do not repair all damages within the time period provided in this section, or at any time if County determines such repairs are necessary to protect the County Property from further damage. County shall not be liable to Owners for any reason due to County’s election to make such repairs.

9. Notices. All notices, consents, approvals, demands, and objections given under this Agreement (a “**Notice**”) shall be in writing and delivered by (i) personal delivery, (ii) overnight FedEx, UPS or other similar courier service, or (iii) United States Postal Service as Express Mail or certified mail,

postage prepaid, return receipt requested, addressed to the recipient at the addresses specified below, or at such other address as any Party may designate by providing Notice in accordance with this section. Such Notices shall be deemed to have been received on (i) delivery to the recipient's address, provided delivery is before 5:00 p.m. (local time for the recipient) on a business day, otherwise on the following business day, or (ii) the date of attempted delivery, if the recipient refuses delivery or is no longer at such address and failed to provide Notice of its current address to the sending Party in accordance with this section. For the avoidance of doubt, email correspondence shall not constitute valid Notice under this Agreement.

To Office Owner: c/o 777 Properties, Inc.  
541 S. State Road 7, Suite 11  
Margate, Florida 33063  
Attn: Michael Shooster  
E-mail: michael@777properties.com

With a copy to: Law Offices of Lourdes M. Cline PA  
4050 NE 6<sup>th</sup> Avenue  
Oakland Park, Florida 33334  
Attn: Lourdes M. Cline  
Email: Lourdes@lmclinepa.com

To Multifamily Owner: c/o 777 Properties, Inc.  
541 S. State Road 7, Suite 11  
Margate, Florida 33063  
Attn: Michael Shooster  
E-mail: michael@777properties.com

With a copy to: Law Offices of Lourdes M. Cline PA  
4050 NE 6<sup>th</sup> Avenue  
Oakland Park, Florida 33334  
Attn: Lourdes M. Cline  
Email: Lourdes@lmclinepa.com

To County: Broward County Parks and Recreation Division  
Attention: Director  
950 NW 38th Street  
Oakland Park, Florida 33309

10. Miscellaneous.

a. Amendment or Termination Must Be in Writing. No amendment or termination of this Agreement shall be valid unless executed in writing and signed by the applicable duly authorized representatives of each Office Owner, Multifamily Owner, and County or their respective successors in interest.

b. Cumulative Rights; No Waiver. Except as otherwise expressly set forth in this Agreement, all rights, powers, and privileges conferred hereunder upon the Parties shall be cumulative but not restricted to those given by law. No failure of any Party to exercise any power given to such Party hereunder, or to insist upon strict compliance by any other Party to its obligations hereunder, and no custom or practice of the Parties in variance with the terms hereof, shall constitute a waiver of any Party's right to demand exact compliance with the terms hereof.

c. Captions and Section Headings. Captions and section 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 provision thereof.

d. Attorneys' Fees. In the event of any litigation between the Parties hereto to enforce any provision and right hereunder, the non-prevailing Party to such litigation covenants and agrees to pay to the successful Party therein all reasonable and actual costs and expenses, expressly including, but not limited to, reasonable attorneys' fees actually incurred therein by such successful Party (including through any appeal), which costs, expenses and reasonable attorneys' fees shall be included in and as a part of any judgment rendered in such litigation.

e. Waiver of Strict Construction against Drafting Party. If any provision of this Agreement is subject to judicial interpretation, then it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the Party that itself or through its counsel or other agent prepared the same, as all Parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel and the negotiation of changes in language in any provision deemed unsuitable or inadequate as initially written, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the Parties.

f. Interpretation. The use of any gender shall include all other genders. The singular shall include the plural and vice versa. Use of the words "herein," "hereof," "hereunder," and any other words of similar import refer to this Agreement as a whole and not to any particular article, section, or sub-section of this Agreement unless specifically noted otherwise in this Agreement.

g. Governing Law and Jurisdiction. This Agreement shall be deemed to be governed by, and construed and enforced in accordance with, the laws of the State of Florida. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, will be decided by proceedings instituted and litigated exclusively in Broward County, Florida.

h. Calculation of Time Periods. Whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any such time period shall happen to fall on a Saturday, Sunday, or other non-business day, the last day shall be extended to the next succeeding business day immediately thereafter.

i. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

j. Running with Land; Beneficiaries.

- (i) The Drainage Easement is intended to run with title to the respective real properties so burdened or benefited by the Drainage Easement and such Drainage Easement shall inure to the benefit and burden of the successor owners of the various parcels of real property affected thereby.
- (ii) This Agreement is made for the exclusive benefit of and shall be binding upon the Parties hereto and their respective legal representatives, heirs, successors,

successors-in-title, transferees, and assigns, but not any other person.

k. No Merger. If any Owner at any time becomes the owner in fee of the County Property or if County at any time becomes the owner in fee of any of the Properties, then the easements created hereunder shall be deemed to survive and shall not merge.

l. Counterparts. This Agreement may be executed in multiple originals or in counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signatures of any Party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

m. Waiver of Trial by Jury. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

n. Recording. Office Owner, at its own expense, shall record this fully executed Agreement in its entirety in the Official Records of Broward County, Florida.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 \_\_\_\_\_, 2025; and Owners, each signing by and through its duly authorized representative.

Signed, sealed and delivered in the presence of:

Signature of Witness  
Print Name: Logan Shooster  
Address of Witness: 1040 Seminal  
Dr. Apt 1152, Ft Lauderdale, FL  
33308  
Elizabeth Shooster  
Signature of Witness  
Print Name: Elizabeth Shooster  
Address of Witness: 6901 N. Woodridge Dr.  
Parkland, FL 33067

**OFFICE OWNER:**

**767 BUILDING, LLC,**  
a Florida limited liability company

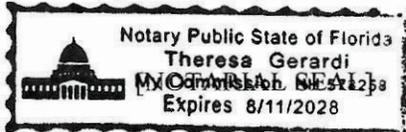
By: [Signature]  
Name: MICHAEL SHOOSTER  
Title: PRESIDENT, MANAGING MEMBER

**777 PROPERTIES, INC.,**  
a Florida corporation

By: [Signature]  
Name: MICHAEL SHOOSTER  
Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF BROWARD

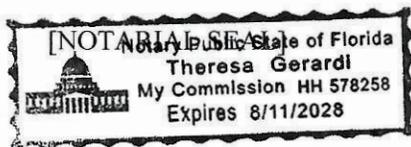
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 24 day of MARCH 2025, by MICHAEL SHOOSTER, as PRESIDENT, MANAGING MEMBER of 767 BUILDING, LLC, a Florida limited liability company, on behalf of such company, who is (a)  is personally known to me or (b)  has produced \_\_\_\_\_ as identification.



Notary: [Signature]  
Print Name: THERESA GERARDI  
Notary Public, State of FL  
My commission expires: 08/11/28

STATE OF FL  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 24 day of MARCH 2025, by MICHAEL SHOOSTER as PRESIDENT of 777 PROPERTIES, INC., a Florida corporation, on behalf of such corporation, who is (a)  is personally known to me or (b)  has produced \_\_\_\_\_ as identification.



Notary: [Signature]  
Print Name: THERESA GERARDI  
Notary Public, State of FL  
My commission expires: 8/11/28

Signed, sealed and delivered in the presence of:

*[Handwritten Signature]*

Signature of Witness  
Print Name: Logan Shooster  
Address of Witness: 1040 Seminole Dr APT 1152 Ft Lauderdale, FL 33062

*[Handwritten Signature]*  
Signature of Witness  
Print Name: Elizabeth Shooster  
Address of Witness: 6401 N. Woodridge Drive Parkland, FL 33067

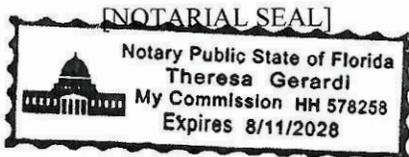
**MULTIFAMILY OWNER:**

**777 PROPERTIES, INC.,**  
a Florida corporation

By: *[Handwritten Signature]*  
Name: MICHAEL SHOOSTER  
Title: PRESIDENT

STATE OF FL  
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 24 day of MARCH 2025, by MICHAEL SHOOSTER, as PRESIDENT of 777 PROPERTIES, INC., a Florida corporation, on behalf of such corporation, who is (a)  is personally known to me or (b)  has produced \_\_\_\_\_ as identification.



Notary: *[Handwritten Signature]*  
Print Name: THERESA GERARDI  
Notary Public, State of FL  
My commission expires: 8/11/28

**COUNTY:**

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By  \_\_\_\_\_  
Amanda Tolbert (Date)  
Assistant County Attorney

Digitally signed by AMANDA M.  
TOLBERT  
Reason: approved as to form  
Date: 2025.04.03 14:46:13 -04'00'

By  \_\_\_\_\_  
René D. Harrod (Date)  
Chief Deputy County Attorney

Digitally signed by René D. Harrod  
DN: cn=René D. Harrod, ou=Broward  
County Attorney's Office,  
email=rharrod@broward.org, c=US  
Reason: Approved as to form  
Date: 2025.04.03 16:52:04 -04'00'

2/6/25  
#1109752v8

EXHIBIT A – OFFICE PROPERTY

The Office Property has the following legal description:

ALL OF PARCEL "A", 441 SOUTH LTD., II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, AT PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; TOGETHER WITH ALL OF PARCEL "B", MINI MART DEVELOPMENT CORP. SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 81, AT PAGE 49, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS:

A PORTION OF PARCEL "A", 441 SOUTH, LTD., II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, AT PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 1°42'29" WEST, ON THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 317.68 FEET; THENCE SOUTH 89°03'00" EAST, A DISTANCE OF 45.52 FEET; THENCE NORTH 89°33'42" EAST, A DISTANCE OF 731.89 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ON SAID CURVE TO THE RIGHT, WITH A RADIUS OF 149.33 FEET, A CENTRAL ANGLE OF 30°00'00", AN ARC DISTANCE OF 78.19 FEET TO A POINT OF TANGENCY; THENCE SOUTH 60°26'18" EAST, A DISTANCE OF 55.95 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ON SAID CURVE TO THE LEFT, WITH A RADIUS OF 150.67 FEET, A CENTRAL ANGLE OF 30°00'00", AN ARC DISTANCE OF 78.89 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°33'42" EAST, A DISTANCE OF 32.67 FEET; THENCE SOUTH 1°42'29" EAST, ON THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 249.98 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 89°39'06" WEST, ON THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 1007.02 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND CONTAINING 380,740 SQUARE FEET OR 8.7406 ACRES, MORE OR LESS.

TOGETHER WITH:

A PORTION OF THE EAST 265.00 FEET (AS MEASURED ON THE SOUTH LINE THEREOF) OF PARCEL "A", THE FOREST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 129, AT PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 01°42'29" WEST, ON THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 337.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 1°42'29" WEST, ON SAID EAST LINE, A DISTANCE OF 335.31 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 89°39'06" WEST, ON THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 265.00 FEET; THENCE SOUTH 1°42'29" EAST, ON A LINE 265.00 FEET WEST OF AND PARALLEL WITH (AS MEASURED ON THE SOUTH LINE THEREOF) THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 334.50 FEET; THENCE NORTH 89°49'31" EAST, A DISTANCE OF 265.02 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND CONTAINING 88,725 SQUARE FEET OR 2.0368 ACRES, MORE OR LESS.

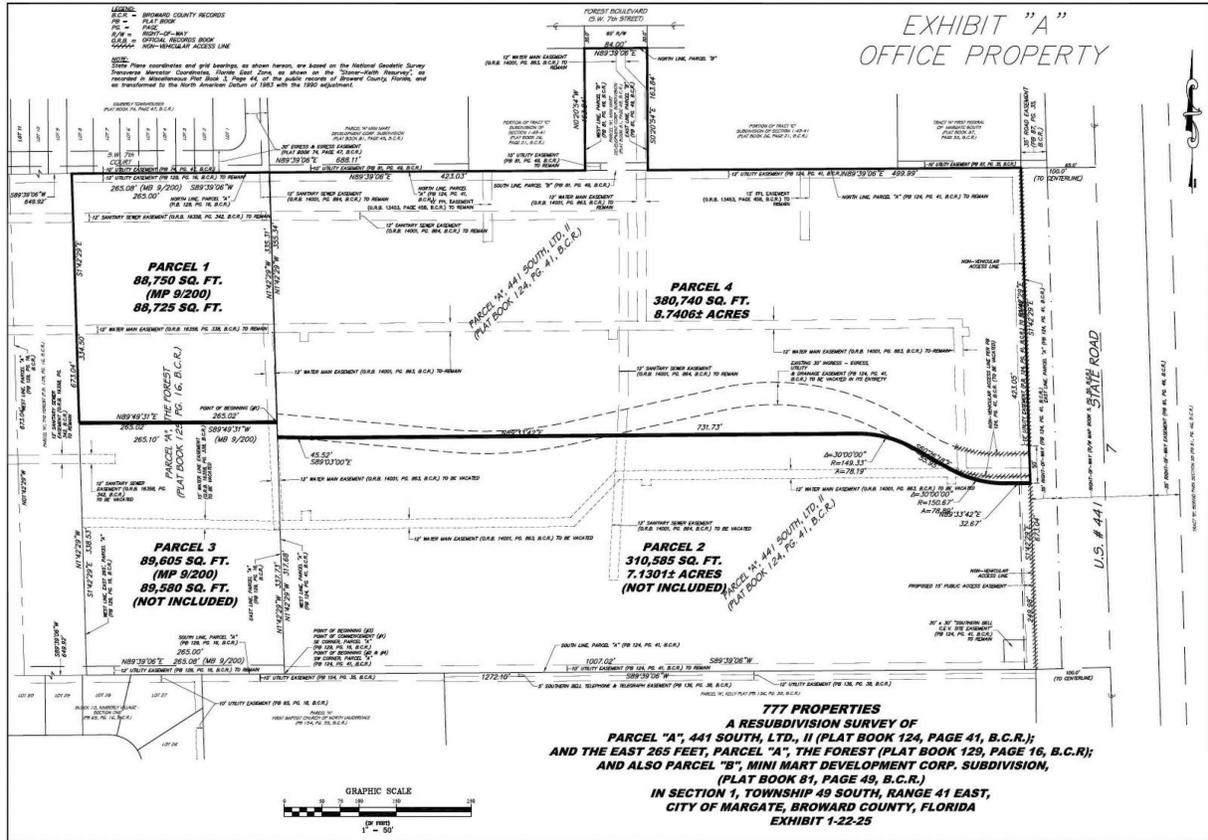


EXHIBIT B – MULTIFAMILY PROPERTY

The Multifamily Property has the following legal description:

A PORTION OF PARCEL "A", 441 SOUTH, LTD., II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, AT PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 1°42'29" WEST, ON THE WEST LINE OF SAID PARCEL "A", A DISTANCE OF 317.68 FEET; THENCE SOUTH 89°03'00" EAST, A DISTANCE OF 45.52 FEET; THENCE NORTH 89°33'42" EAST, A DISTANCE OF 731.89 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ON SAID CURVE TO THE RIGHT, WITH A RADIUS OF 149.33 FEET, A CENTRAL ANGLE OF 30°00'00", AN ARC DISTANCE OF 78.19 FEET TO A POINT OF TANGENCY; THENCE SOUTH 60°26'18" EAST, A DISTANCE OF 55.95 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ON SAID CURVE TO THE LEFT, WITH A RADIUS OF 150.67 FEET, A CENTRAL ANGLE OF 30°00'00", AN ARC DISTANCE OF 78.89 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°33'42" EAST, A DISTANCE OF 32.67 FEET; THENCE SOUTH 1°42'29" EAST, ON THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 249.98 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 89°39'06" WEST, ON THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 1007.02 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND CONTAINING 310,585 SQUARE FEET OR 7.1301 ACRES, MORE OR LESS

TOGETHER WITH:

A PORTION OF THE EAST 265.00 FEET (AS MEASURED ON THE SOUTH LINE THEREOF) OF PARCEL "A", THE FOREST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 129, AT PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 1°42'29" WEST, ON THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 337.73 FEET; THENCE SOUTH 89°49'31" WEST, A DISTANCE OF 265.02 FEET; THENCE SOUTH 1°42'29" EAST, ON THE WEST LINE OF THE SAID EAST 265.00 FEET OF PARCEL "A", A DISTANCE OF 338.53 FEET; THENCE NORTH 89°39'06" EAST, ON THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 265.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND CONTAINING 89,580 SQUARE FEET OR 2.0565 ACRES, MORE OR LESS.

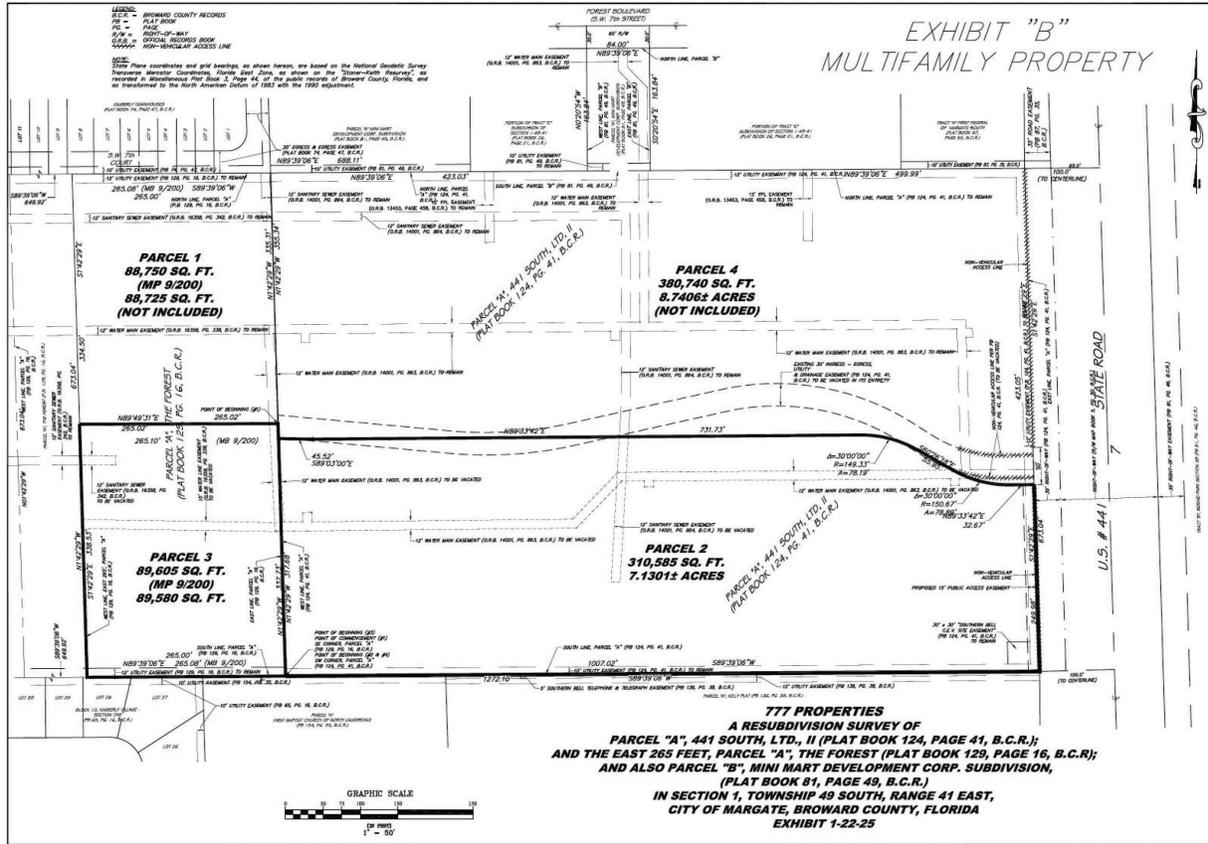


EXHIBIT C - COUNTY PROPERTY

The County Property has the following legal description:

THE SOUTH 672.75 FEET (AS MEASURED AT RIGHT ANGLES) OF PARCEL "C", LESS THE EAST 1957.03 FEET THEREOF (AS MEASURED ON THE SOUTH LINE), SUBDIVISION OF SECTION 1, TOWNSHIP 49 SOUTH, RANGE 41 EAST ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ALSO TOGETHER WITH PARCEL "A", THE FOREST PLAT, LESS THE EAST 265.00 FEET HEREOF AS MEASURED ALONG THE SOUTH LINE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 129, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

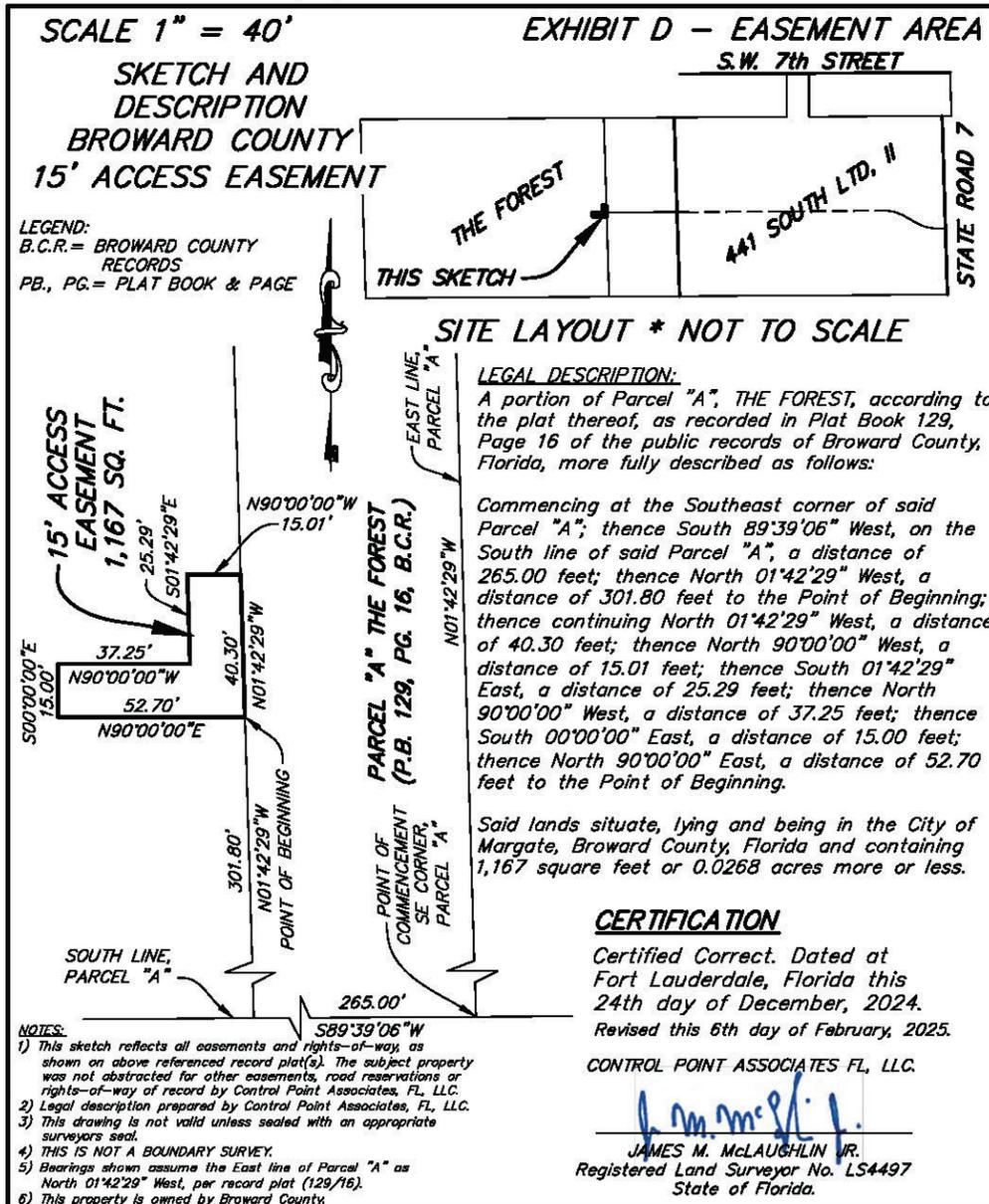
EXHIBIT D – EASEMENT AREA

The Easement Area is the L-shaped area shown below on the County Property and labeled “15’ Access Easement 1,167 Sq. Ft.”



**CONTROL POINT ASSOCIATES, FL, LLC.**  
**LB #8137**

TRADITIONAL METHODS | MODERN APPROACHES  
 1700 N.W. 64th STREET #400, FORT LAUDERDALE, FLORIDA 33309  
 PHONE: (954) 763-7611 \* EMAIL: DDONAHOE@CPASURVEY.COM

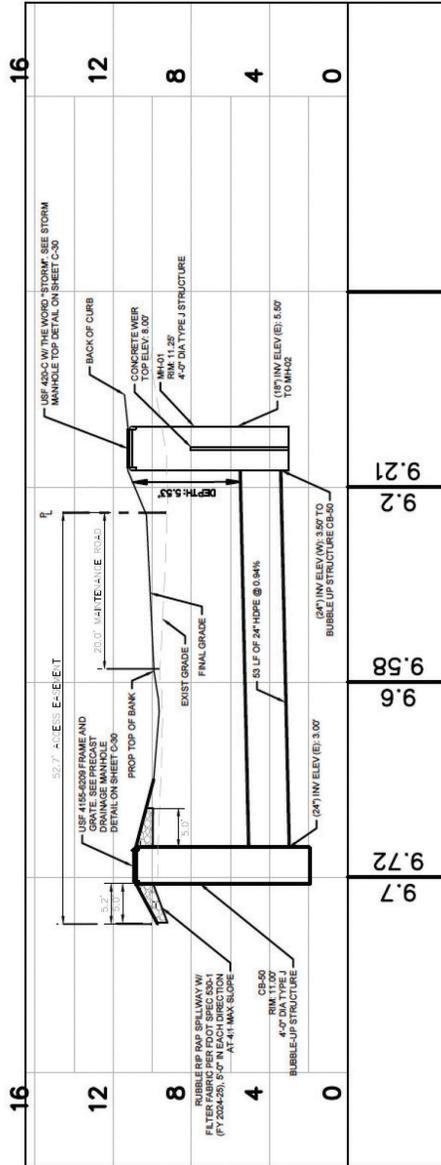


JOB ORDER NO. V-7627, 15-230169-00  
 DELIVERABLES 20241224 15-230169 (777 PE)

DRAWN BY: JMM/j  
 CHECKED BY: \_\_\_\_\_



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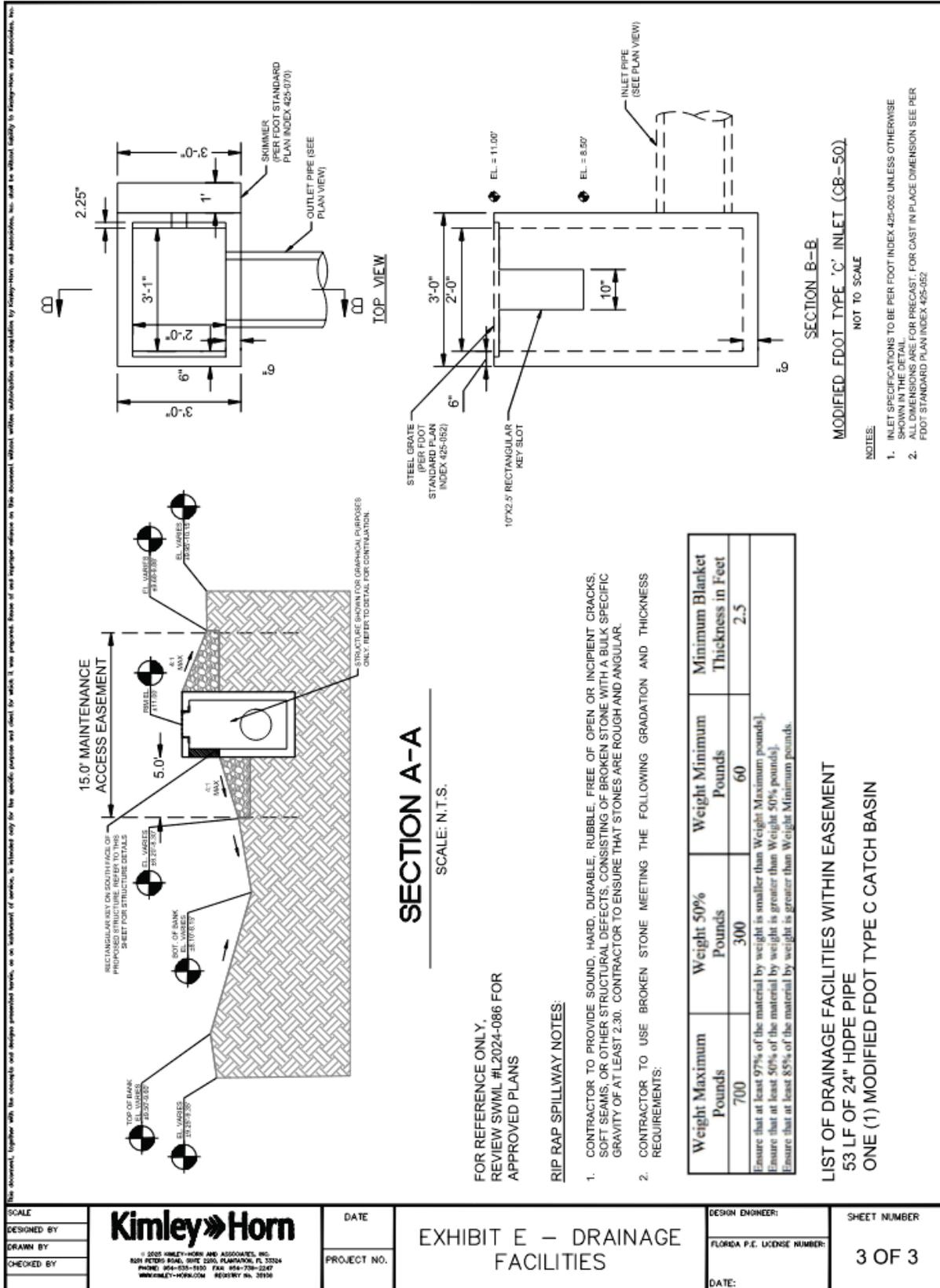


**PROFILE VIEW**  
 HORIZ. SCALE: 1" = 20'  
 VERT. SCALE: 1" = 8'

FOR REFERENCE ONLY,  
 REVIEW SWML #L2024-086 FOR  
 APPROVED PLANS

LIST OF DRAINAGE FACILITIES WITHIN EASEMENT  
 53 LF OF 24" HDPE PIPE  
 ONE (1) MODIFIED FDOT TYPE C CATCH BASIN

SCALE	<p>© 2025 KIMLEY-HORN AND ASSOCIATES, INC.                  8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324                  PHONE: 954-333-3100 FAX: 954-739-2247                  WWW.KIMLEY-HORN.COM REGISTRY NO. 35156</p>	DATE	EXHIBIT E – DRAINAGE FACILITIES	DESIGN ENGINEER:	SHEET NUMBER  2 OF 3
DESIGNED BY		PROJECT NO.		FLORIDA P.E. LICENSE NUMBER:	
DRAWN BY				DATE:	
CHECKED BY					



**SECTION A-A**

SCALE: N.T.S.

FOR REFERENCE ONLY,  
REVIEW SW/M/L #L2024-086 FOR  
APPROVED PLANS

**RIP RAP SPILLWAY NOTES:**

1. CONTRACTOR TO PROVIDE SOUND, HARD, DURABLE, RUBBLE, FREE OF OPEN OR INCIPENT CRACKS, SOFT SEAMS, OR OTHER STRUCTURAL DEFECTS, CONSISTING OF BROKEN STONE WITH A BULK SPECIFIC GRAVITY OF AT LEAST 2.30. CONTRACTOR TO ENSURE THAT STONES ARE ROUGH AND ANGULAR.
2. CONTRACTOR TO USE BROKEN STONE MEETING THE FOLLOWING GRADATION AND THICKNESS REQUIREMENTS:

Weight Maximum Pounds	Weight 50% Pounds	Weight Minimum Pounds	Minimum Blanket Thickness in Feet
700	300	60	2.5

Ensure that at least 97% of the material by weight is smaller than Weight Maximum pounds).  
Ensure that at least 50% of the material by weight is greater than Weight 50% pounds).  
Ensure that at least 85% of the material by weight is greater than Weight Minimum pounds).

LIST OF DRAINAGE FACILITIES WITHIN EASEMENT  
53 LF OF 24" HDPE PIPE  
ONE (1) MODIFIED FDOT TYPE C CATCH BASIN

**SECTION B-B**

MODIFIED FDOT TYPE 'C' INLET (CB-50)

NOT TO SCALE

**NOTES:**

1. INLET SPECIFICATIONS TO BE PER FDOT INDEX 425-002 UNLESS OTHERWISE SHOWN IN THE DETAILS.
2. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND INCHES. FOR CAST IN PLACE DIMENSION SEE PER FOOT STANDARD PLAN INDEX 425-002.

SCALE	<p>© 2025 KIMLEY-HORN AND ASSOCIATES, INC. 801 PETERS ROAD, SUITE 200, PLANTATION, FL 33324 PHONE: 954-533-1900 FAX: 954-776-2340 WWW.KIMLEY-HORN.COM REGISTRY NO. 30336</p>	DATE	<p>EXHIBIT E – DRAINAGE FACILITIES</p>	DESIGN ENGINEER:	SHEET NUMBER
DESIGNED BY		PROJECT NO.		FLORIDA P.E. LICENSE NUMBER:	
DRAWN BY					
CHECKED BY				DATE:	
					3 OF 3

EXHIBIT F – NUTRIENT STANDARDS1. Nutrient Water Quality Standards

- a. The Owners shall be responsible for the correction of any water discharges onto County Property that do not meet the nutrient water quality standards described in 1(c) below, and that result from the construction or operation of the Properties' surface water management system.
- b. County may require that additional water quality treatment methods be incorporated into the surface water management system if such measures are determined to be necessary by County's Director of Parks and Recreation to meet the nutrient water quality standards herein.
- c. Water quality for the water discharged from the Properties into the County Property shall comply with the requirements contained in Rule 62-330.301(1), F.A.C., and Rule 62-330.301(4), F.A.C., (2024) and the applicable provisions contained in Section 8.3 of the Environmental Resource Permitting Applicant's Handbook Volume I, dated June 28, 2024, to ensure that post-development stormwater discharged onto the County Property from the Properties provides a net improvement, when compared to the pre-development nutrient loading conditions.

2. Construction and Operations Standards

- a. The Owners shall prosecute the work authorized in a manner so as to minimize any adverse impact of the works on fish, wildlife, and natural environmental values, and prevent exceedance of the nutrient water quality standard established herein. The Owners shall institute necessary measures during the construction period, including full compaction of any fill material placed around newly installed structures, to prevent erosion, turbidity, nutrient loading, and sedimentation on the County Property.
- b. The Owners shall comply with all applicable regulations of authorities having jurisdiction (each an "AHJ"). In addition, the Owners shall obtain all necessary federal, state, local and special district authorizations prior to the start of any construction or alteration of works authorized by this Agreement.
- c. Off-site discharges during construction and operation shall be made only through the facilities authorized by permits issued by an AHJ. Water discharged from the Properties shall be through structures having a mechanism suitable for regulating upstream water stages. Stages may be subject to operating schedules established by permits issued by AHJs.
- d. The Owners shall be responsible for the correction, as determined acceptable by County's Director of the Parks and Recreation Division in writing, of any erosion or shoaling problems that result from the construction or operation of the surface water management system.
- e. Measures shall be taken during construction to ensure that sedimentation and/or turbidity is prevented from occurring on County Property.
- f. Operation of the Drainage Facilities surface water management system, as permitted by the AHJs, shall be the responsibility the Owners.
- g. Prior to the commencement of construction, paving, grading, and drainage plans shall be submitted to the County for review and approval.