

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 S. Andrews Avenue, Suite 423
Fort Lauderdale, FL 33301

NOTICE: PURCHASERS, GRANTEEES, 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.

**SECURITY/LIEN AGREEMENT
INSTALLATION OF REQUIRED IMPROVEMENTS**

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, a Florida limited liability company, its successors and assigns, hereinafter referred to as "Developer" (collectively referred to as the "Parties").

A. 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 ("Board") on October 22, 2024, subject to certain conditions to ensure the protection of the public health and safety.

B. 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.

C. One of the conditions imposed at the time of approval of the Project was the construction of certain road improvements.

D. The Parties desire to enter into this Agreement to provide for the construction, funding, and security for the required improvements as described in Exhibit "D" attached hereto and made a part hereof.

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

1. The foregoing recitals are true and correct and form a material part of this Agreement upon which the Parties have relied.
2. Installation of Required Improvements.
 - (a) Developer agrees to and shall construct the improvements described in the attached Exhibit D, hereinafter referred to as the "Improvements." Said Improvements shall be constructed in accordance with the schedule set out in Exhibit D.
 - (b) The Improvements must be installed in accordance with applicable County, City, or State of Florida Department of Transportation standards and specifications and in accordance with the Development Review Report for the Project. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to County for review. The construction plans for the Improvements must be approved by the County prior to the commencement of construction. Construction shall be subject to inspection and approval by 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 Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.
 - (c) The Project is located within the City. Accordingly, Developer and City agree that no building permits shall be obtained or issued for construction of a principal building within the Project until such time as Developer and/or City obtains written confirmation from County that engineering plans for the required Improvements have been approved by the Broward County Highway Construction and Engineering Division and that Developer has complied with paragraph 4. of this Agreement. Failure of Developer, its successors and assigns, or City to comply with the above will constitute a default of this Agreement.
 - (d) Developer and City agree that no certificates of occupancy within the Project shall be obtained or issued prior to completion of the Improvements according to the schedule set forth in Exhibit D. Failure of Developer or City to comply with the above will constitute a default of this Agreement.
 - (e) Developer or City agrees to notify County of acceptance of the Improvements by the permitting authority if such permitting authority is other than the County.

3. Developer understands and agrees that it is Developer's responsibility to complete the Improvements and that all costs relating to the installation of the Improvements will be borne by the Developer.
4. Security and Default.
 - (a) Prior to recording of the plat or any agreements which were conditions of approval for the Project, Developer shall provide County with an irrevocable letter of credit, in a form that is acceptable to County, guaranteeing Developer's performance of the construction obligations set forth in this Agreement in the total amount of \$971,000.00.
 - (b) If Developer obtains certificates of occupancy prior to completion of the applicable Improvements contrary to the schedule set forth in Exhibit D, Developer will be in default of this Agreement. In the event Developer defaults under the terms of this Agreement or County receives notice that the security will be canceled by the issuing institution, County will be entitled to draw against the security for the amount set out in paragraph 4. a), plus costs as set forth herein. If County draws against the security and the amount recovered is less than the amount necessary to construct the Improvements, 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 percent (12%) per annum or, at the option of County, County may record a document entitled "Notice of Lien for Installation of Required Improvements," which will constitute a lien on the property described in Exhibit B in the amount stated above. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien, as set forth above, will be recorded against and apply only to such parcel or portion of the Project. The above provisions shall control such lien, except that the provision regarding subordination of mortgages will not apply. Such lien may be foreclosed or otherwise enforced by County by action or suit in equity as for the foreclosure of a mortgage on real property. If Developer provides substitute security in a form acceptable to County, County shall release the lien.
 - (c) Developer shall ensure that the security remains valid and in full force and effect until Developer's Improvement obligation is fully performed. Expiration of the security prior to Developer's performance of such obligation, or notice to County that the security will expire or has been canceled or disaffirmed prior to Developer's satisfaction of all obligations herein will, at County's option, constitute a default of this Agreement.

- (d) In the event County draws on the security in accordance with the provisions of this Agreement, Developer shall be responsible for County's reasonable costs incurred in drawing against the security.
5. Upon the completion of one or more of the Improvements, Developer may request a partial release of security from County. Developer shall submit a sealed certification by a Registered Engineer of the work completed, and a cost estimate of the remaining Improvements to be completed based upon the current approved County unit prices. Upon acceptance by County of said certification and cost estimate, and payment by Developer of any applicable fee, County shall release that portion of the security, if any, which is in excess of the cost of the remaining Improvements. For Improvements on roads subject to County permit jurisdiction, final release of the full security is subject to the standard County maintenance period of one (1) year from the date of completion of all of the Improvements. Prior to release of any security held by County for Improvements that are under the permit jurisdiction of other governmental agencies, Developer shall submit documentation from the permitting agency officially accepting the Improvements and consenting to the release of the security.
6. Developer agrees that the construction contract(s) for the Improvements shall:
- (a) Indemnify County, its officers and employees from liabilities, damages, losses, and costs including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Developer and persons employed or utilized by or under contract with Developer in the performance of this Agreement. In the event that any action or proceeding is brought against County by reason of any such claim or demand, Developer shall, upon written notice from County, resist and defend such action or proceeding by counsel satisfactory to County. The provisions of this section shall survive the expiration or earlier termination of this Agreement.
 - (b) In order to insure the indemnification obligation contained above, Developer and/or its contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section. Each insurance policy must clearly identify the foregoing indemnification as insured.
 - (c) Such policy or policies may include a deductible not to exceed the amount indicated below without County approval and must be issued by approved companies authorized to do business in the state of Florida and having agents upon whom service of process may be made in Broward County, Florida. Such general liability policies must specifically protect County and the Broward County Board of County Commissioners by naming County and

the Broward County Board of County Commissioners as certificate holders and additional insureds.

- (d) Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and One Million Dollars (\$1,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or operations.

Independent contractors.

Products and/or completed operations for contracts.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Underground coverages.

Deductible not to exceed: \$50,000

- (e) Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned vehicles, if applicable.

Hired and non-owned vehicles, if applicable.

Employers non-ownership, if applicable.

Any auto, if applicable.

Scheduled auto, if applicable.

Deductible not to exceed: \$5,000

- (f) Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the state of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

- (g) Developer shall furnish to the Broward County Highway Construction and Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this section prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.
 - (h) Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Developer is completed. All policies must be endorsed to provide County with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.
 - (i) In the event that the Developer elects to enter into an agreement with a subcontractor(s) to perform work/activities for the Project referenced herein, the Developer agrees to include in its contract with the successful subcontractor(s) the requirements set forth above in favor of County. Prior to the commencement of any work/activities, Developer further agrees to provide County with Certificates of Insurance evidencing subcontractor(s) compliance with the requirements of this section.
 - (j) Right to revise or reject. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements prior to the execution of the initial agreement depending upon the scope of work, time of contract renewal, and/or any amendments thereto. This right to review and revise includes, but is not limited to, deductibles, limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage or changes in the scope of the work/specifications affecting the applicability of coverage.
7. County agrees that this Agreement satisfies the requirements of the Broward County Land Development Code, Chapter 5, Article IX, Broward County Code of Ordinance, that developers install all required Improvements prior to issuance of a development order or enter into an agreement to provide for installation of the required Improvements within a reasonable period of time or before issuance of building permits or certificates of occupancy, as required by the Board. Upon official acceptance of the Improvements by the applicable road construction permitting agency, the local government may issue certificates of occupancy for parcels or portions of the Project according to the schedule set forth in Exhibit D.
8. Notice. In order for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first class mail with a contemporaneous copy via e-mail to the address listed below and will be effective upon mailing the addresses for notice will remain as set forth herein unless and until changes by providing notice of such change in accordance with the provisions of this section.

For County:

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

9. **Release.** When all of the obligations attributable to a specific phase of the Project as set forth in Exhibit D, or all of the obligations under this Agreement are fully paid and performed, at the request of Developer and upon payment of any applicable fees, County 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 the Improvement obligation has been satisfied.

10. Recordation. City, Owner and Developer 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 performed.
11. Venue; Choice of Law. This Agreement will be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, will be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement will be exclusively in such state courts, forsaking any other jurisdiction that either party may claim by virtue of its residency or other jurisdictional devise. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS A PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
12. Changes to Form Agreement. City, Owner and Developer 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.
13. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
14. 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.

15. 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 will only be applicable to the specific instance to which it relates and will not be deemed to be a continuing or future waiver.
16. Exhibits; Priority of Provisions. 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. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail and be given effect.
17. Further Assurance. 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.
18. 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 Exhibits A, B or C. City, Owner and Developer agree that any assignment will contain a provision that clearly states that such assignment is subject to the obligations of this Agreement.
19. 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 formality and of equal dignity herewith.
20. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement will remain in full force and effect.
21. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and will not be construed more strictly against any one Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto 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; 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__

SECURITY/LIEN AGREEMENT INSTALLATION OF REQUIRED IMPROVEMENTS

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____

SECURITY/LIEN AGREEMENT INSTALLATION OF REQUIRED IMPROVEMENTS

Developer

Witnesses (if partnership):

GSR RE PARTNERS, LLC
Name of Developer (Corporation/Partnership)

(Signature)
Print name: _____
Address: _____

By _____
(Signature)
Print name: _____
Title: _____
Address: _____

_____ day of _____, 20__

(Signature)
Print name: _____
Address: _____

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)
Print Name of Secretary: _____

Acknowledgment: Corporation/Partnership

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, a _____

corporation/partnership, on behalf of the corporation/partnership. He or she is:

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

NOTARY PUBLIC:

(Seal)

My commission expires:

Print name:

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-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:

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-FEET 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-FEET 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.

EXHIBIT "D"

List of Improvements and Schedule

Improvement

Completion Date

EXHIBIT "D"

LIST OF IMPROVEMENTS AND SCHEDULE

Improvement

Completion Date

EXHIBIT "D"

LIST OF IMPROVEMENTS AND SCHEDULE

Improvement

Completion Date