



Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Nelson, Mullins, Riley & Scarborough LLP
 Issuing Office: 1905 NW Corporate Blvd., Suite 310, Boca Raton, FL 33431
 Commitment Number: 11990683
 Issuing Office File Number: 062675.00004
 Property Address: Cullum Road, Coconut Creek, FL
 Revision Number: 7 (7/14/2025)bk

SCHEDULE A

1. Commitment Date: June 17, 2025 at 11:00 PM
2. Policy to be issued:
 - A. 2021 ALTA Owner's Policy with Florida Modifications
 Proposed Insured: City of Coconut Creek, a municipal corporation existing under the laws of the State of Florida
 Proposed Amount of Insurance: \$10,000.00
 The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

Fee Simple
4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

Johns Family Partners LLLP, a Florida limited liability limited partnership, by virtue of the Quit-Claim Deeds recorded in Official Records Book 41045, Pages [575](#), [577](#), [579](#), [581](#), [583](#), [585](#), [587](#), [589](#), [591](#), [593](#), [595](#), and [597](#); Trustee's Deed recorded in Official Records [Book 41712, Page 1704](#); and Corrective Quit Claim Deed recorded in Official Records [Book 47767, Page 321](#); PARCEL A

State of Florida Department of Transportation, by virtue of the Warranty Deed recorded in Official Records [Book 21899, Page 826](#); PARCEL B
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

By: _____
 Authorized Officer or Agent



SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Deed from the Florida Department of Transportation to City of Coconut Creek, a municipal corporation existing under the laws of the State of Florida, of the property set forth as Parcel B on Exhibit A hereof.

As to the Deed from Florida Department of Transportation company will require the following:

- i. Inclusion of language stating that no oil, gas or mineral rights are reserved in said conveyance.
 - ii. Appropriate resolution or ordinance authorizing the conveyance as set forth above, together with proof satisfactory to the Company that the party executing the insured Deed has the proper authority to execute said instruments on behalf of the Florida Department of Transportation.
- B. Duly executed Special Warranty Deed from Johns Family Partners LLLP, a Florida limited liability limited partnership, Grantor, to GSR RE Partners, LLC, a Florida limited liability company, Grantee, conveying the land described as Parcel A on Exhibit A hereof.

The Company will require, and attached thereto, an Affidavit from the general partner(s) of Johns Family Partners LLLP, a Florida limited liability limited partnership in accordance with Florida Statutes Section 689.0453 establishing: (i) the names of the general partners and their authority to execute the documents to be insured on behalf of the Limited Liability Limited Partnership, (ii) reflecting that the Limited Liability Limited Partnership has not been dissolved; (iii) that the Limited Liability Limited Partnership Agreement has not been revoked or amended to prohibit the subject transaction; (iv) that the partners executing the instruments on behalf of the Limited Liability Limited Partnership are not a debtor in a bankruptcy proceeding; (v) proof also to be furnished that the Limited Liability Limited Partnership is currently (and as of the date of being vested in title) in good standing with the Florida Secretary of State. (Note: If the general partner is a business entity, proof of the good standing of said entity and proof as to the person(s) who are authorized to execute on behalf of said entity should be required).

- C. Special Warranty Deed from GSR RE Partners, LLC, a Florida limited liability company, to City of Coconut Creek, a municipal corporation existing under the laws of the State of Florida, conveying the land described as Parcel A on Exhibit A hereof.

The Company will require the following as to GSR RE Partners, LLC, a Florida limited liability company: ("LLC"):

- i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.



SCHEDULE B, PART I Requirements

ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.

iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed and mortgage; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.

iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

ALSO, Resolution or City Minutes in recordable form from the City of Coconut Creek, a municipal corporation existing under the laws of the State of Florida, approving the purchase of the insured lands currently owned by GSR RE Partners, LLC, a Florida limited liability company.

5. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.
6. Partial Release/Termination of unrecorded lease dated December 1, 2019 between Johns Family Partners, LLLP, a Florida limited liability limited partnership, Lessor, and Alderman Farms Inc., Lessee. (Parcel A)
7. Intentionally Deleted.
8. Satisfactory survey, in conformity with the minimum technical standards for land surveys, certified to the Company, and/or its agent, dated no more than 90 days prior to the closing of the subject transaction, disclosing the nature and extent of any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title to the Land. Additional requirements and/or exceptions will be made for any such matters disclosed.
9. Provide satisfactory evidence of payment of any assessments due pursuant to Notices for Special Assessments by the City of Coconut Creek recorded in Official Records [Book 50322, Page 551](#) and Official Records [Book 50322, Page 565](#); Official Records Instrument [Number 112876967](#) and Official Records Instrument [Number 114648474](#), Public Records of Broward County, Florida. (Parcel A)



SCHEDULE B, PART I Requirements

10. Proof of payment of any outstanding assessments in favor of Broward County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Broward County, Florida, any special taxing district and any municipality.

11. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

Any lien provided for by Florida Statutes in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the insured land or service facilities.

12. An update of title must be ordered from the Company three (3) business days prior to closing, to verify that no adverse matters or defects appear in the public records.

13. This is a preliminary commitment with an undisclosed amount and/or named insured. This commitment is subject to approval by the appropriate underwriting Counsel and is not effective to bind the Company until the necessary approvals are obtained. The company reserves the right to add additional requirements and/or exceptions as deemed necessary upon said review. (Approvals cannot be submitted/requested until the name of the insured and the amount of the policy has been provided and added to the commitment)

14. Intentionally Deleted.

15. Assignment or Quit Claim of the Following Easements to City of Coconut Creek on behalf of Florida Department of Transportation for Tract 24:
Perpetual Easement in favor of the State of Florida Department of Transportation recorded March 21, 1994 in Official Records [Book 21899, Page 134](#); Official Records [Book 21899, Page 136](#); Official Records [Book 21899, Page 138](#); Official Records [Book 21899, Page 140](#); Official Records [Book 21899, Page 142](#); Official Records [Book 21899, Page 145](#); Official Records [Book 21899, Page 147](#); and Official Records [Book 21899, Page 149](#), Public Records of Broward County, Florida.

16. Development Agreement to be executed between GSR RE Partners, LLC, a Florida limited liability company, and City of Coconut Creek, a municipal corporation existing under the laws of the State of Florida. Please submit prior to closing for review-Item No. 11 BII.

17. Intentionally Deleted.

Note for informational Only: 2024 Real Estate Taxes are paid.

Parcel/ID # [484218010160](#)/Folio 106442, gross tax amount \$148.42; and

Parcel/ID # [484218010170](#)/Folio 106443, gross tax amount \$285.21.(Parcel A)

Parcel/ID # [4842 18 01 0650](#)/Folio 106476, Exempt-- gross tax amount \$0.00 (Parcel B)

NOTE: Starting January 1, 2024, section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.



SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
5. INTENTIONALLY DELETED.
6. INTENTIONALLY DELETED.
7. Large User Wastewater Agreement between Broward County and City of Coconut Creek, recorded November 4, 1994 in Official Records [Book 22798, Page 214](#), Public Records of Broward County, Florida.
8. Education Mitigation Agreement Broward County and City of Coconut Creek and The School Board of Broward County, recorded in Official Records [Book 42279, Page 1596](#); together with and affected by First Amendment recorded in Official Records [Instrument No.113103586](#); and Acknowledgement of Modification to Residential Unit pursuant to Educational Migration Agreement recorded in Official Records Instrument [No. 119428034](#) , Public Records of Broward County, Florida.
9. Terms, provision and conditions contained in the Declaration of Restrictive Covenants for the benefit of the Broward County, a political subdivision of the State of Florida, recorded March 15, 2011 in Official Records [Book 47783, Page 372](#), Public Records of Broward County, Florida.



SCHEDULE B, PART II Exceptions

10. INTENTIONALLY DELETED [Ordinance No. 110-97 recorded April 17, 1997 in Official Records [Book 26295, Page 242](#); and Resolution No. 2001-145 recorded December 14, 2001 in Official Records [Book 32498, Page 315](#), Public Records of Broward County, Florida].
11. Development Agreement to be executed between GSR RE Partners, LLC, a Florida limited liability company, and City of Coconut Creek, a Florida municipal corporation, recorded _____ in Official Records Instrument No. _____, Public Records of Broward County, Florida.
12. INTENTIONALLY DELETED.
13. Notice of Establishment of the Mainstreet At Coconut Creek Community Development District recorded in Official Records Instrument [No. 120169421](#), and further amended by the Amended Notice of Establishment of the Mainstreet At Coconut Creek Community Development District recorded in Official Records Instrument [No. 120175858](#), Public Records of Broward County, Florida.
14. Matters shown on the plat of PALM BEACH FARMS COMPANY PLAT NO. 3, according to the plat thereof, recorded in Plat Book 2, Page 45-54, Palm Beach County, Florida.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Broward County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 3399 PGA Blvd., Palm Beach Gardens, FL 33410; Telephone 561-630-7600.

Searched By: Sabrina McDonald



EXHIBIT "A"

PARCEL A

LAND SWAP TO THE CITY 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, PAGES 45-54, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "A", WHITWORTH 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°2'52" 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 194.19 FEET;

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

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

THENCE SOUTH 89°37'43" WEST, A DISTANCE OF 47.97 FEET;

THENCE SOUTH 44°37'43" WEST, A DISTANCE OF 21.21 FEET;

THENCE SOUTH 89°37'43" WEST, A DISTANCE OF 121.74 FEET BACK TO THE POINT OF BEGINNING. THE PREVIOUS THREE COURSES BEING COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE FOR CULLUM ROAD.

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

LAND SWAP TO THE CITY 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, PAGES 45-54, OF PALM BEACH COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT "A", WHITWORTH 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;

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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Exhibit "A"

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.

LAND SWAP TO THE CITY 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;

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ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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Exhibit "A"

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.

LAND SWAP TO THE CITY 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, PAGES 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.

PARCEL B

LAND SWAP TO CITY FDOT PARCEL

A PORTION OF RIGHT-OF-WAY PARCEL 101 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 86100-2501 LYING IN SECTION 18, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE 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,

C170B09

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Exhibit "A"

THENCE NORTH 89°37'43" EAST, A DISTANCE OF 121.74 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 44°37'43" EAST A DISTANCE OF 21.21 FEET;

THENCE NORTH 89°37'43" EAST A DISTANCE OF 47.97 FEET, THE PREVIOUS THREE COURSES BEING COINCIDENT WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CULLUM ROAD;

THENCE SOUTH 44°37'43" WEST A DISTANCE OF 21.21 FEET;

THENCE SOUTH 89°37'43" WEST A DISTANCE OF 47.97 FEET TO THE BEGINNING.

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