

CITY OF TAMARAC NOTICE OF SPECIAL MEETING CITY COMMISSION OF TAMARAC, FL City Hall - Commission Chambers June 25, 2014

CALL TO ORDER:

7:00 P.M.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Mayor Harry Dressler

1. TO2300 - Woodmont Development Agreement

An Ordinance of the City Commission of the City of Tamarac, Florida, approving and authorizing the Mayor, Vice-Mayor, or City Manager of the City of Tamarac, Florida, on behalf of the City, to execute and to otherwise enter into a Development Agreement between the City of Tamarac and Woodmont Country Club, Inc., for the development of property located within the Woodmont Plat, as recorded in Plat Book 88, Page 20, of the public records of Broward County, Florida, and as more fully described in the Development Agreement which is attached hereto as Exhibit "A"; authorizing the appropriate City Officials to do all things necessary to effectuate the intent of this ordinance; providing for conflicts; providing for severability; and providing for an effective date

2. TO2274 - Woodmont Land Use Plan Amendment

An Ordinance of the City Commission of the City of Tamarac, Florida, adopting an Amendment to the City of Tamarac Comprehensive Plan in accordance with Chapter 163, specifically Section 163.3184 of the Florida State Statutes, concerning a Large-Scale Land Use Plan Amendment application proposed by Brian Terry of Land Design South, designated agent for the property owner, Woodmont Country Club, Inc., to change the designation of the subject use of land from Commercial Recreation to Low (0-5 du/ac) Residential to accommodate the future development of a total of 152 single family dwelling units and from Commercial Recreation to Commercial to accommodate the development of approximately 28,000 square feet of commercial development on 4.58 acres of land for the property located at or around Pine Island Road to the west, Southgate Boulevard to the North, University Drive to the east, and NW 75th Street to the south (Case No. 1-LUA-12); providing for amendment to the Land Use Plan to reflect such change; providing for transmittal to the State of Florida Department of Economic Opportunity for review; providing for conflicts; providing for severability; and providing for an effective date.

PASSED ON FIRST READING APRIL 15, 2013

3. TO2275 - Woodmont Rezoning

An Ordinance of the City Commission of the City of Tamarac, Florida, amending prior zoning of certain real estate property otherwise known as Woodmont Country Club from

S-1 (Recreational District) to R-1 (Single-family Residential District) for Parcels A, B, C, E, F, and G and from S-1 (Recreational district) to B-2 (Planned Community Business District) for Parcel D, for the property located at or around Pine Island Road to the west, Southgate Boulevard to the north, University Drive to the east, and NW 75th Street to the south; (Case No. 7-Z-12); providing for amendment to the official zoning map to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

PASSED ON FIRST READING APRIL 15, 2013

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

Shiaia Doufel

Patricia Teufel, CMC City Clerk



Title - 7:00 P.M.

7:00 P.M.



Title - Mayor Harry Dressler

Mayor Harry Dressler



Title - TO2300 - Woodmont Development Agreement

An Ordinance of the City Commission of the City of Tamarac, Florida, approving and authorizing the Mayor, Vice-Mayor, or City Manager of the City of Tamarac, Florida, on behalf of the City, to execute and to otherwise enter into a Development Agreement between the City of Tamarac and Woodmont Country Club, Inc., for the development of property located within the Woodmont Plat, as recorded in Plat Book 88, Page 20, of the public records of Broward County, Florida, and as more fully described in the Development Agreement which is attached hereto as Exhibit "A"; authorizing the appropriate City Officials to do all things necessary to effectuate the intent of this ordinance; providing for conflicts; providing for severability; and providing for an effective date

ATTACHMENTS:

	Description	Upload Date	Туре
	<u>TO2300 - Memo</u>	6/18/2014	Cover Memo
Ľ	TO2300 - Ordinance	6/11/2014	Ordinance
۵	<u> TO2300 - Kipp Schulties Golf Design</u> <u>Summary Report</u>	6/11/2014	Backup Material
D	TO2300 - Development Agreement (1 of 2)	6/18/2014	Exhibit
D	TO2300 - Exhibit List with Attachements (2 of 2)	6/18/2014	Exhibit

CITY OF TAMARAC INTEROFFICE MEMORANDUM 14-04-010M COMMUNITY DEVELOPMENT DEPARTMENT

TO:	Michael C. Cernech, City Manager	DATE:	June 11, 2014
FROM:	Maxine Calloway, Director of Community Development	RE:	Woodmont – Development Agreement
		CASE#:	6-MI-13
		TEMP. ORD. NO.:	2300
		MF#:	13-76

RECOMMENDATION: The Director of Community Development recommends that the City Commission open a Public Hearing regarding the Woodmont development agreement in order to solicit input regarding same. It is further recommended that the City Commission approve the Development Agreement at the first of two public hearings.

ISSUE: Section 162.3220 through 163.3223, Florida Statutes provides for local governments to enter into development agreements in order to set forth the procedures, rights and obligations of the parties with regard to the development of the property consistent with the Comprehensive Plan and the Code of Ordinances and to detail the requirements and commitments for developing the property. As such, Woodmont Country Club has submitted the attached development agreement for approval by the City Commission.

BACKGROUND: The development agreement ensures the performance of parties subject to the agreement. Agents for the applicant have been working diligently with staff regarding this agreement. The terms and conditions of the agreement include the following commitments:

- Agreement to execute and record the Consolidated Covenant in order to restrict that portion of the Woodmont property for 99 years for the use of 27 holes of golf, with related amenities and operations. The related amenities and operations to be located on the Golf Course Parcel may include, but shall not be limited to, a clubhouse, pro shop, locker room, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, driving range, putting greens, cart barn, maintenance shed and all other uses incidental thereto. During such 99 year period, Developer, its successors or assignees, will own, operate and maintain the Golf Course Parcel for use as a golf course with Golf Course Amenities or for other open space recreational purposes.
- Developer shall coordinate and bear the cost of all improvements and upgrades for the additional 9-hole golf course, to be incorporated into the Golf Course Parcel from the former Pines Golf Course, and ensure that it will operate and be maintained under excellent playing conditions consistent with the maintenance standards included as Exhibit "H" to the agreement.

City Manager Woodmont Development Agreement Temp. Ord. No. 2300 June 11, 2014 – Page 2

Specifically, Developer hereby agrees that, at a minimum, course improvements for the additional 9 holes shall include new greens, updated sand traps, new practice areas, new maintenance areas, new mature tree planting program, relocation of certain tee boxes, new coquina waste areas and cart paths consistent with the improvement standards included as Exhibit "G" to the agreement. Developer voluntarily covenants and agrees to spend no less than \$4,448,000 as the minimum improvement and maintenance contribution over a 5 year period.

- Developer shall construct a new clubhouse on the Property ranging in size from 12,000 square feet to 14,000 square feet which will include, but is not limited to: locker rooms; restaurant with indoor and outdoor seating; banquet/conference facilities; golf and tennis pro shop; administrative offices and areas; storage facilities and other ancillary uses to the main clubhouse facility. The new clubhouse will be built to have a seating capacity of 150 to 200 seats. The New Clubhouse will also include an additional approximate 4,000 to 6,000 square foot cart storage area that will either be constructed as part of the main clubhouse structure or as a separate ancillary structure in close proximity to the New Clubhouse.
- Developer shall commence construction of the New Clubhouse prior to issuance of the 25th building permit for construction of a residential unit. Upon commencement of the New Clubhouse the City agrees to issue fifty additional building permits for construction of residential units upon the Residential Parcels. The New Clubhouse shall be substantially completed no later than 18 months from approval of the Applications by the City Commission, at which time all remaining residential building permits will be issued by the City.
- Prior to issuance of the first building permit for construction of the first residential unit on the Property, Developer shall place \$150,000 into the City's escrow account to be used for a street improvement study and any recommended improvements to the roadway system related to the development of new homes within Woodmont.
- The Developer shall comply with the Parks and Recreation Open Space requirement in accordance with Section 10-296 of the City's Code of Ordinances.
- Developer shall pay all costs associated with the construction of the "Southgate Boulevard Buffer Wall" and related perimeter landscaping improvements consistent with the City's adopted Major Corridor Study.
- Developer shall install all buffer improvements for the Commercial Parcel in accordance with the Master Plan prior to the issuance of a certificate of occupancy for the Commercial Parcel. Specifically, such improvement shall, at a minimum, include a 25' landscape buffer or water body with a minimum width of 70 feet, a 6 foot high wall and landscaping improvements on the east side of the wall facing the existing residential areas. All improvements made pursuant to this section shall comply with the City's Code of Ordinances.

City Manager Woodmont Development Agreement Temp. Ord. No. 2300 June 11, 2014 – Page 3

- The proposed commercial parcel (Parcel "D") will be limited to 28,000 square feet of commercial retail use consistent with the uses allowed in the City's B-2 zoning district with the exception of gas stations, which shall be prohibited.
- Developer agrees to contribute \$750 per residential dwelling unit approved by the City during final site plan approval of all Residential Parcels to meet the City's affordable housing objectives.
- Prior to issuance of the first certificate of occupancy for a residential unit, Developer shall contribute \$75,000 toward the City's efforts to improve the existing entrances to the Woodmont community through repair or replacement of signage, professional landscaping and lighting, in accordance with the City's residential signage program. Developer also agrees to construct a new entrance sign and attractive landscaping in a first class manner for the property generally located on the southeast corner of Pine Island Road and Southgate Boulevard, which is owned by Developer.
- All homes to be built on the Residential Parcels shall be a minimum of 2,400 gross square feet and sold for no less than \$299,999.00, and built in accordance with the applicable homebuilder's "Green" building program as the same may be in effect from time-to-time, and will incorporate energy efficient construction techniques, products and features, including programs such as Energy Star.
- Construction of the residential units will be completed within 6 years of the issuance of the first permit for a residential unit with an option to extend for this agreement as long as a written request is made prior to the expiration of the 6 year period.

In 2013, the City retained the services of Kipp Schulties Golf Design, Inc. (Consultant) to evaluate the plans provided by the Developer relative to the proposed 27 hole integrated golf course within the Woodmont Residential Community to determine the impact of the proposed development upon the existing and proposed golf course. Specifically, the Consultant looked at the integrity of the proposed re-established golf component of the Pines Golf Course to determine whether it would be in harmony with the existing Cypress Course. The Consultant's analysis was done using established industry standard and measurements at a time when Woodmont would have been originally measured.

The Consultant issued a report which in summary, finds the method being proposed by the Applicant to restore the Pines Golf Course to be feasible. In addition, The Consultant identified areas of conflict with the course and the proposed development that staff will require the Applicant to address during Major Site Plan review. Although several of the Consultant's recommendations will be incorporated into the Developer's Site Plan during the Major Site Plan review process, staff will also require the Applicant to submit professionally prepared renderings and site plans done by a golf course design or land planning professional at the Major Site Plan review stage. In addition, the Consultant provided comparable maintenance expenses for courses maintained at a cost per hole similar to what's being proposed for the re-established golf course.

City Manager Woodmont Development Agreement Temp. Ord. No. 2300 June 11, 2014 – Page 4

CONCLUSION: Permanent closure of the northern 18-hole golf course in Woodmont has negatively impacted the neighborhood. Staff has received numerous complaints regarding golf course maintenance, individuals trespassing and wildlife on the course. It is in keeping with the Goals, Objectives and Policies of the Comprehensive Plan that the City of Tamarac support long term alternatives to neighborhood decline. The Development Agreement for Woodmont is necessary in order to ensure that development proceeds in an orderly manner. Improvements subject to the development agreement are intended to support and enhance the viability of the neighborhood.

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Maxine Calloway, Director of Community Development

Attachments: Temporary Ordinance No. 2300 Development Agreement (with Exhibit Attachments) Kipp Schulties Golf Design Summary Report (City Consultant)

MAC/alg

Temp. Ordinance No. 2300 June 11, 2014 Page 1 of 4

CITY OF TAMARAC, FLORIDA

ORDINANCE NO.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR, VICE-MAYOR, OR CITY MANAGER OF THE CITY OF TAMARAC, FLORIDA, ON BEHALF OF THE CITY, TO EXECUTE AND TO OTHERWISE ENTER INTO Α DEVELOPMENT AGREEMENT BETWEEN THE CITY OF TAMARAC AND COUNTRY CLUB, WOODMONT INC.. FOR THE DEVELOPMENT OF PROPERTY LOCATED WITHIN THE WOODMONT PLAT. AS RECORDED IN PLAT BOOK 88. PAGE 20, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND AS MORE FULLY DESCRIBED IN THE DEVELOPMENT AGREEMENT WHICH IS ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO DO ALL THINGS NECESSARY TO EFFECTUATE THE INTENT OF THIS **ORDINANCE; PROVIDING FOR CONFLICTS; PROVIDING** FOR SEVERABILITY: AND PROVIDING FOR AN **EFFECTIVE DATE**

WHEREAS, the City of Tamarac City Commission ("City"), hereby finds that development of property for residential and commercial uses within the City is desired, and that residential and commercial development provides for an increased tax base, improved property values, and a more positive community appearance; and,

WHEREAS, the City Commission desires to encourage developers who desire to provide residential and commercial development within the City in association with the recognition of the impacts on the City's public facilities associated with the development; and,

WHEREAS, pursuant to the Florida Local Government Development Agreement

Act, Sections 163.3220 through 163.3243, Florida Statutes, the City Commission desires to enter into the Development Agreement with Woodmont Country Club, Inc., which is

attached hereto as Exhibit "A", and incorporated herein by reference, for the purpose of developing approximately 285 acres, comprising of several non-contiguous parcels, which are legally described in Exhibit "A"; and,

WHEREAS, pursuant to the requirements of Chapter 163, Florida Statutes, the City has conducted the two (2) duly noticed public hearings relating to the consideration of the Development Agreement; and,

WHEREAS, the City Commission finds that the approval of the Development Agreement is in the best interest of the health, safety, and welfare of the citizens and residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are incorporated herein by this reference. All exhibits attached hereto are incorporated herein and made a specific part of this Ordinance.

Section 2. Pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 through 163.3243, Florida Statutes, the City Commission hereby approves the Development Agreement between the City of Tamarac and Woodmont Country Club, Inc., which is attached hereto as Exhibit "A", and authorizes the Mayor, Vice-Mayor, or City Manager to execute the Development Agreement.

Section 3. The Development Agreement shall take effect on the date that the Land Use Plan Amendment becomes effective or upon proper recordation of the Development Agreement in the public records of Broward County, pursuant to Section 163.3239 Florida Statutes.

Section 4. The City Clerk shall record a certified copy of this Ordinance and the Development Agreement in the Public Records of Broward County, Florida, at the expense of Woodmont County Club, Inc.

<u>Section 5.</u> The City Commission hereby authorizes and directs the appropriate City Officials to do all things necessary and expedient to effectuate the intent of this Ordinance.

Section 6. All Ordinances inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

<u>Section 7.</u> If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 8. This Ordinance shall become effective upon its passage and adoption by the City Commission.

PASSED, FIRST READING this _____ day of _____, 2014.

PASSED, SECOND READING this _____ day of ______, 2014.

ATTEST:

BY:_____ MAYOR HARRY DRESSLER

RECORD OF COMMISSION VOTE: 1ST Reading

MAYOR DRESSLER ______ DIST 1: COMM BUSHNELL _____ DIST 2: V/M GOMEZ _____ DIST 3: COMM. GLASSER _____ DIST 4: COMM. PLACKO _____

PATRICIA TUEFEL, CMC CITY CLERK

Temp. Ordinance No. 2300 June 11, 2014 Page 4 of 4

I HEREBY CERTIFY that I have approved this ORDINANCE as to form:

RECORD OF COMMISSION VOTE: 2ND Reading

MAYOR DRESSLER	
DIST 1: COMM. BUSHNELL	
DIST 2: V/M GOMEZ	
DIST 3: COMM. GLASSER	
DIST 4: COMM. PLACKO	

SAMUEL S. GOREN CITY ATTORNEY

Woodmont Country Club

Summary of Applicant's Submittal to the City of Tamarac

Kipp Schulties Golf Design, Inc. May 4, 2014

Summary:

As of the date of this Summary, the possible conflicts of the Applicant's plan have been identified. These are detailed below. The Applicant responded to these issues and the results of those responses are indicated as well.

Pines Golf Course

• Hole 3--it appears that this is an existing condition but the road is very close to the green, well inside the standard safety corridor. However, in this case and because it was an accepted condition for many years we do not take issue so long as the green does not move any closer to the road than it was previously. Considering the green area is being re-established, any movement of the green away from the roadway would be a benefit to limiting future conflicts. Still the City may wish to discuss with the Developer having a dense vegetative buffer along the street to aide against possible future conflicts.

Result: Applicant agrees to increase vegetation to the City's satisfaction

- Hole 4--this also appears to be an existing condition; again, the road is within the safety corridor. The road is on the hook side of the hole and a partial solution may be additional screening vegetation to protect cars on the road.
- Result: Applicant agrees to increase vegetation to the City's satisfaction
- Hole 6--the residential design encroaches considerably into the golf (on the slice side), and is very dangerous. Design change is necessary in this area. In previous conversations, the Developer suggested using the existing hole to the north along Southgate Boulevard as an alternative, which would be an acceptable solution. If the hole is to remain as shown, then the residential component just past the first landing area should be reduced by 3-4 lots to significantly lessen or eliminate the conflict overlap.

Result: Applicant agrees to utilize the existing hole to the north along Southgate Boulevard for the golf course

• Hole 8-- the safety corridor encroaches into the residential parcel on the left. However, this is an existing condition that has been established for many years, even decades. However additional vegetative buffer left of the hole may help avoid potential conflicts in the future.

Result: The Applicant will use new tee boxes across the water for white, blue and gold tees. The Applicant will also increase vegetation density to the City's satisfaction.

• Hole 9—this is an existing hole that has a new residential component being introduced along the right side from the landing area into the green. In this instance, the new green should be moved away from the new development to maintain at least a 150 LF from the center of the green to the property boundary. However, the movement of this green would introduce another issue. This hole has nearly a 70-degree turn to the left. Hard turns or angles such as this cause havoc with higher handicap golfers when they cannot reach the turn point off the tee. In such cases, players tend to hit their second shots through the fairway and into the residential component on the other side because the turn is so sharp. The opposite happens with longer hitters in dealing with the same hard turn point. Some will try and go over the corner of the houses on the inside corner while others will drive through the turn point.

We are not engaged to give design advice, but moving the green slightly left but back towards the approach making it a shorter hole will soften the angle of the turn and bring the green within reach from a larger portion of the fairway around and before the turn point. We strongly recommend that the Applicant engage the services of a professional golf course architect to properly set this up this hole and "sign-off" on any changes.

Result: Applicant agrees to move the green back towards the current approach and slightly to the left of the current line of flight

Access from # 5 green to # 6 tee:

Result: Applicant will work with its golf course architect, John Sanford, to develop a plan that is satisfactory to the City

Cypress Golf Course

The only areas of conflict worth noting relative to proposed new development are around the area where the existing maintenance area is located. The hole numbers are not on the attached plan and, thus, we will simply reference this by description.

• The par five that plays out from the existing clubhouse area and turns left with the new development to the right. This hole is acceptable as shown from the tee to the first landing area (disregarding the red conflict area behind the back tee which we understand will still be controlled by the Developer). The corridor width from

the first landing area into green is less than other corridor widths around the course as they relate to the residential component. We have a concern for this area given the "tight" nature of this space and we are not sure if there is a way to meet accepted industry standards. Should the City approve this as drawn, we might suggest some sort of waiver against complaints coming from the residents in the new development caused by errant golf balls entering or doing damage to adjacent properties or to vehicles and pedestrians using the road into this development right of the second landing area and green area. At the very least, a plan (acceptable to the City) to install dense vegetation along the proposed houses to the right and along the entry road would be strongly recommended.

Result: Applicant agrees to increase vegetation density to the City's satisfaction

• The par four plays back into the clubhouse with the same proposed development on the right. Moving the tees over to the water's edge, moving most of the middle tees more forward and adding a vegetative buffer between the tees and homes "may" be an acceptable solution to this conflict.

Result: Applicant is currently reviewing the layout of this area with its golf course architect, John Sanford, but does not feel there is an issue here. We recommend further analysis of this area once there are more detailed plans developed

Golf Course Maintenance Facility

Relative to the golf maintenance facility, there has been no information provided to us to date and, thus, we cannot comment on the Applicant's plans for this facility.

Driving Range / Aqua Range:

The Applicant sent us a hand drawing of a proposed Aqua range. The Applicant informed us in an e-mail that golf course architect John Sanford is to be retained to design the aqua range. We feel this is wise decision. We did speak to a representative of Sanford Golf Design (David Ferris) shortly after receiving the drawing from the Applicant and they acknowledged drawing it (as it had no name on it), but they had yet to be contracted to do any design work.

The hand drawn graphic shows an aqua range that is 770 feet long (or 257 yards long).

The aqua range would require "floater" golf balls – balls that have a different density such that they do not sink in water. These balls tend to go about 10% less distance than a regulation golf ball with the same compression.

A very small percent of the golfing population – probably less than about 2% can hit a golf ball at least 300 yards using a regulation ball. Thus, that same population should be able to hit a floating golf ball about 10% less or 270 yards. Given that the longest hitters with the wind at their backs could be able to reach the green on the other side of the lake

and put players in harms way, we would suggest a floating ball with a slightly lower compression rating (less than 90) to significantly minimize any potential conflicts.

As stated, the Applicant communicated to us that they were hiring Sanford Golf Design to design the aqua range. On behalf of the City, we would suggest that the hiring of a professional golf course architect (such as Sanford Design) be required for this and all other parts of the golf course that are impacted by the introduction of new development in order to gain City approval.

Result: More detail is needed here to complete the review. The Applicant indicates that the design will be completed simultaneously with our site plan review and approval.

Course Maintenance

Exhibit A – Golf Course Maintenance Standards (from the Applicant's contract with Greenway Golf)

The Applicant's contract with Greenway Golf is to pay Greenway \$ 723,000 annually for the maintenance of the Cypress Course and then raise that to \$ 798,000 for the 27 plus holes that will make up the Cypress and Pines Course combined. The Cypress Course is being maintained at just over \$ 40,000 annually per hole (\$ 723,000 / 18 holes). Once the Pines is re-opened, that will drop to \$ 28,500 per hole (\$ 798,000 / 28 holes).

Comparing this annual maintenance budget to some other local facilities in the area, we gathered the following information:

Orangebrook Golf Club (Hollywood): \$1,058,000 for 36 holes (\$29,388 / hole) Southwinds Golf Course (Boca Raton): \$570,000 for 18 holes (\$31,667 / hole) Delray Beach Municipal: \$787,000 for 18 holes (\$43,722 / hole) Colony West (Tamarac): \$917,351 for 36 holes (\$25,482 / hole)

Result: The proposed/projected annual maintenance expenditures are acceptable when compared to the other clubs indicated above

Capital Improvements

The Applicant has proposed methods for restoring 9 holes on the Pines Golf Course. *Result: The analysis has determined that the Applicant's proposed methods for the golf course restoration are feasible.*

<u>General Comment</u>

There still exist areas of concern that need to be addressed by the applicant as defined within this report. Accordingly, we strongly recommend that the City require the Applicant to retain both golf course design and land planning professionals that produce

plans that can be sign and sealed by each consultant – in essence a much more professional submittal than what has been evaluated during this analysis.

KS

DEVELOPMENT AGREEMENT

Return to: (enclose self-addressed stamped envelope)

Scott Backman, Esq. Name: Address: Dunay, Miskel, Backman & Blattner,LLP 14 S.E. 4th Street, Ste. 36 Boca Raton, Florida 33432 **This Instrument Prepared by:** Scott Backman, Esq. Dunay, Miskel, Backman & Blattner,LLP 14 S.E. 4th Street, Ste. 36 Boca Raton, Florida 33432 SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR PROCESSING DATA

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this day of , 2014, by and between WOODMONT COUNTRY CLUB, INC., a Florida corporation, with an address at 7801 N.W. 80th Avenue, Tamarac, FL 33321, its heirs, successors, grantees and assigns ("Developer"), and the CITY OF TAMARAC, a municipal corporation of the State of Florida, with an address at 7525 N.W. 88th Avenue, Tamarac, Florida, 33321("City") (hereinafter collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Developer is the fee simple owner of approximately 285 acres, comprised of several non-contiguous parcels, legally described on the attached Exhibit "A (the "Property"); and

WHEREAS, the Property is located within the City limits; and

WHEREAS, the Property is governed by the City Comprehensive Land Use Plan and City Code of Ordinances including the Land Development Regulations ("LDR") existing as of the Effective Date of this Agreement; and

WHEREAS, the Parties recognize the benefits of public/private cooperation and are desirous of finalizing a development agreement which outlines a plan for permitting and development of the Property; and

WHEREAS, this Agreement is the culmination of negotiations and mutual understandings held by the Parties, and the Parties wish to establish by agreement the terms under which the Property may be developed; and

WHEREAS, the City held two public hearings on June 25, 2014 and July 9, 2014 prior to entering into this Agreement, both of which were properly noticed by publication in the news-press and by mailed notice to the affected property owners in accordance with Section 163.3225(2), Florida Statutes.

NOW, THEREFORE, for and in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>Recitals</u>. The foregoing recitations are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

2. <u>Purpose</u>. The purpose of this Agreement is to set forth the procedures, rights and obligations of the Parties with regard to the development of the Property consistent with the Comprehensive Land Use Plan and Code of Ordinances and to detail the requirements, commitments, and vested rights for developing the Property.

3. <u>Authority</u>. This Agreement is entered into under the authority of the Florida Constitution (including Article VIII, Section 2(b) thereof), the general powers conferred upon municipalities by statute and otherwise (including Chapter 166, Florida Statutes), the Florida Local Government Development Agreement Act ("Act"), Sections 163.3220 through 163.3243, Florida Statutes, and the City's Charter. Accordingly, the development of the Property shall not be subject to any new LDR regulations or codes, including any and all laws, rules and regulations pertaining to the use and development of land, except under certain conditions set forth in the applicable provisions of the Act.

4. <u>Permitted Land Uses</u>. Developer shall develop the Property with the following uses: (i) up to 152 single-family residential units not to exceed 25 feet in height, generating a total population projection of 324 persons; (ii) twenty seven (27) holes of golf and ancillary country club uses not to exceed 40 feet in height; (iii) public bodies of water; (iv) 28,000 square feet of commercial use, maximum 40 feet in height, on approximately four and one half (4.5) acres of land; and (v) other uses consistent and compatible with the Property's land use and zoning designations as may be permitted by the City (collectively the "Proposed Development").

5. Development Applications. Developer has submitted applications to the City for a portion of the Property comprised of several non-contiguous parcels legally described and shown on the sketches attached hereto and made a part hereof as Exhibit "B" ("Residential Parcels") and as Exhibit "C" ("Commercial Parcel") requesting a large scale Future Land Use Map Amendment to change the land use on the parcels from Commercial Recreation (CR) to Low Residential (R-1) for the Residential Parcels, and to Commercial (C) for the Commercial Parcel; and, requesting the City to rezone the Residential Parcels from Recreational (S-1) to Single Family Residential (R-1), and the Commercial Parcel from Recreational (S-1) to Neighborhood Business (B-2), to allow up to 152 residential dwelling units consistent with the uses and densities permitted in the R-1 district, and 28,000 square feet for commercial space consistent with the uses and intensities permitted in the B-2 district, with the exception of gas stations, which shall be prohibited. Developer shall also submit site plan applications for the Residential Parcels and Commercial Parcel prior to issuance of any permits or commencement of construction. The Future Land Use Plan Amendment, Rezoning and Site Plan applications are collectively referred to herein as the "Applications".

6. <u>Master Plan</u>. A copy of the proposed master plan detailing the proposed development for the Property ("Master Plan") is attached hereto and made a part hereof as **Exhibit "D"**.

7. Waterway Conveyance. A portion of the Property consists of certain waterways which were previously deeded to the City when the Property was initially developed and to which fee title is currently held by the City ("Waterway Areas"). The Master Plan contemplates filling in the Waterway Areas for development of the Residential Parcels and Commercial Parcel and new waterway areas shall be constructed at the sole cost and expense of the Developer in other portions of the Property ("New Waterway Areas"). Sketch and legal descriptions of the locations of the Waterway Areas and New Waterway Areas are attached hereto as Exhibit "E". As built surveys of the New Waterway Areas will be prepared and provided to the City upon completion of the New Waterway Areas. Within thirty (30) days from approval of the Applications by the City Commission, the City shall commence the process necessary to convey the Waterway Areas to Developer, subject to the City's compliance with the Charter, the Code of Ordinances of the City and State Statute. Developer shall convey the New Waterway Areas to the City as they are completed and certified during development of the Residential Parcels and Commercial Parcel, to occur no later than issuance of the first Certificate of Occupancy for a residential unit in Pod A.

8. <u>Golf Course.</u> Developer voluntarily covenants and agrees to execute and record the "Consolidated Covenant", as defined herein, in order to restrict that portion of the Property legally described and shown on the sketch attached hereto and made a part hereof as **Exhibit "F"** (the "Golf Course Parcel") for Ninety-Nine (99) years following the date of execution by the City of the Consolidated Covenant for use as twenty seven (27) holes of golf with related amenities and operations. The related amenities and operations to be located on the Golf Course Parcel may include, but shall not be limited to, a clubhouse, pro shop, locker room, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, driving range, putting greens, cart barn, maintenance shed and other areas necessary to sustain the Golf Course Parcel and all other uses incidental thereto (the "Golf Course Amenities"). During such Ninety-Nine (99) year period, Developer, its successors or assignees, will own, operate and maintain the Golf Course Parcel for use as a golf course with Golf Course Amenities or for other open space recreational purposes.

9. Improvements and Maintenance. Developer shall coordinate and bear the cost of all improvements and upgrades for the additional nine (9) hole golf course, to be incorporated into the Golf Course Parcel from the former Pines Golf Course, and ensure that it will operate and be maintained under the playing conditions established herein. Specifically, Developer voluntary covenants and agrees to spend no less than \$4,448,000.00 combined over a five (5) year period as more specifically set forth herein ("Minimum Improvement and Maintenance Contribution"). The Minimum Improvement and Maintenance Contribution shall consist of (i) no less than \$448,000.00 in improvements and upgrades to the new nine (9) holes of golf to be incorporated into the Golf Course Parcel from the former Pines Golf Course for a new driving range, new practice areas and a new maintenance area, as well as improvements that shall include, but not be limited to, a new mature tree planting program, renovation of sand traps, relocation of certain tee boxes and/or waterways, extensive landscaping, addition of strategically placed coquina waste areas and cart paths and other overall beautification efforts in accordance with the Greenway Improvement Standards attached hereto as Exhibit "G" (collectively "Golf Course Upgrades"); and (ii) approximately \$800,000.00 annually for maintenance of the Golf Course Parcel, driving range and practice areas ("Golf Course Maintenance"). The Golf Course Parcel shall be irrigated and regularly maintained in a manicured and playable condition in accordance with the Greenway Maintenance Standards attached hereto as Exhibit "H". Said Golf Course Upgrades shall be constructed and designed in conjunction with the proposed

Master Plan development and completed no later than eighteen (18) months from approval of the Applications by the City Commission. Funding for the Golf Course Maintenance shall commence immediately upon completion of the Golf Course Upgrades. Developer agrees to apply for and obtain any required development approvals to construct said Golf Course Upgrades and that development of the Golf Course Parcel shall be in accordance with all applicable City zoning and land use requirements. Developer agrees to provide City with audited annual financial statements during the aforementioned five (5) year period describing Golf Course Upgrades and Golf Course Maintenance expenditures, which obligation shall commence no later than the thirteenth (13th) month following the date of the Agreement and for each year thereafter during the five (5) year period. Such statements shall include supporting documentation detailing expenditures made pursuant to this section.

11. Development of New Clubhouse. Developer shall construct a new clubhouse on the Property ranging in size from 12,000 square feet to 14,000 square feet which will include, but is not limited to: locker rooms; restaurant with indoor and outdoor seating; banquet/conference facilities with a maximum seating capacity of 150 to 200; golf and tennis pro shop; administrative offices and areas; storage facilities and other ancillary uses to the main clubhouse facility ("New Clubhouse"). The New Clubhouse will also include an approximate 4,000 to 6,000 square foot cart storage area that will either be constructed as part of the main clubhouse structure or as a separate ancillary structure in close proximity to the New Clubhouse. The square footage of the cart storage area shall not be included within the square footage of the New Clubhouse constructed pursuant to this section. Conceptual elevations of the New Clubhouse are attached hereto as **Exhibit "I"**. The New Clubhouse will be located within the boundaries of the Golf Course Parcel upon that portion of the Property legally described and shown on the sketch attached hereto and made a part hereof as **Exhibit "J"** or in such other area upon the Golf Course Parcel as approved by the City pursuant to any required site plan review ("Clubhouse Parcel").

Developer shall commence construction of the New Clubhouse prior to issuance of the twenty-fifth (25th) building permit for construction of a residential unit. Upon commencement of the New Clubhouse the City agrees to issue fifty additional building permits for construction of residential units upon the Residential Parcels. The New Clubhouse shall be substantially completed no later than eighteen (18) months from approval of the Applications by the City Commission, at which time all remaining residential building permits will be issued by For purposes of this Agreement, substantial completion shall mean issuance of a the City. temporary certificate of occupancy by the City for the New Clubhouse. Developer agrees to apply for and obtain any required development approvals to construct the New Clubhouse and that development of the Clubhouse Parcel shall be in accordance with all applicable City zoning and land use requirements. In no event shall the Developer be entitled to receive a demolition permit from the City to demolish the existing clubhouse until such time as the New Clubhouse is substantially completed, or unless otherwise approved by the City. Prior to issuance of a building permit for the New Clubhouse, Developer or its designee shall obtain a completion bond to secure completion of the New Clubhouse. A sample completion bond is attached hereto as Exhibit "K".

12. <u>Consistency with the City's Comprehensive Plan and Land Development</u> <u>Regulations</u>. Upon the designation of the Residential Parcels as Low Residential and the Commercial Parcel as Commercial on the Future Land Use Map of the City's Comprehensive Plan, which designations shall occur prior to the Effective Date, and upon the approval of the zoning for the Residential Parcels as Single Family Residential (R-1) and the Commercial Parcel as Neighborhood Business (B-2), which shall be adopted on or before the Effective Date, the development permitted by this Agreement will be consistent with the City's Comprehensive Land Use Plan and Land Development Regulations.

13. <u>Public Services and Facilities</u>. The City shall provide all public facilities and services including, but not limited to drainage, police and fire service, solid waste service, water and sewer, parks and recreation service, and as otherwise provided in the City's Charter and Code of Ordinances ("Public Facilities") subject to capacity to serve the Proposed Development. If the City lacks sufficient capacity to comply with any obligations under this section, the Developer shall provide for the necessary mitigation to ensure that the Proposed Development is serviced.

14. <u>Reservation or Dedication of Land</u>. Dedications or reservations for canal rights of way or utility easements may be lawfully required by the City or Broward County, Florida ("Broward County") for development of the Property. Developer shall make any and all required dedications and reservations for canal rights of way or utility easements as are required pursuant to applicable City and Broward County Codes. Developer is legally obligated to obtain any necessary approvals from Broward County in association with the development of the Property including, but not limited to, any applicable non-vehicular access line amendments and right-of-way vacations.

15. Interior Roadways and Traffic Management Plan. Developer shall convey all roadways constructed pursuant to this Agreement to the respective homeowners' association in which the roadway is located. A conceptual exhibit depicting the proposed location of the roadways contemplated for construction pursuant to this Agreement is attached hereto as **Exhibit** "L". All roadways constructed pursuant to this Agreement shall be constructed in accordance with all applicable provisions of the City's Code of Ordinances, as well as all applicable county and state regulations. Developer shall gate such roadways to provide private entrances to the newly constructed communities. Prior to issuance of the first building permit for construction of

the first residential unit on the Property, Developer shall place One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) into the City's escrow account ("Escrowed Funds") to be used for a street improvement study and any recommended improvements to the interior roadway system of Woodmont related to the development of new homes within Woodmont. Following installation of such improvements, any unused portion of the Escrowed Funds shall be returned to Developer six (6) months following issuance of the final certificate of occupancy for the Residential Parcel.

16. Parks and Recreation and Buffer Wall. The Developer shall comply with Section 10-296 of the City's Code, as it pertains to the recreation and open space requirement. In addition, prior to issuance of any building permits for vertical construction, the Developer shall pay to the City a minimum of \$250,000.00 to be used at the City's discretion for Southgate Boulevard perimeter landscaping and buffer wall improvements. This payment shall be accepted by the City in lieu of Developer constructing a six-foot (6') post and panel pre-fabricated wall adjacent to Pod E (approximately 1,200 linear feet) and a six-foot (6') decorative fence with sixfoot (6') masonry columns (20' on center) adjacent to the golf hole along Southgate Boulevard (approximately 1,675 linear feet). Developer acknowledges and agrees that the minimum payment noted above may be increased during the site planning process as the City finalizes specifications and cost estimates for the wall and fence noted above. The City shall maintain the wall, fence and any exterior perimeter landscaping at Developer's expense in accordance with the City-wide maintenance plan established by the City under the City's Buffer Wall Beautification Program.

17. <u>Development of Commercial Parcel.</u> Developer shall install all buffer improvements for the Commercial Parcel in accordance with the Master Plan prior to the issuance of a certificate of occupancy for the Commercial Parcel. Specifically, such improvement shall, at a minimum, include a 25' landscape buffer or water body with a minimum

width of seventy feet (70'), a six foot (6') high wall designed in accordance with City specifications consistent with the wall to be constructed along Southgate Boulevard adjacent to Pod E, and landscaping improvements on the east side of the wall facing the existing residential areas. All improvements made pursuant to this section shall comply with the City's Land Development Regulations.

18. <u>Affordable Housing Contribution.</u> Developer hereby agrees to contribute Seven Hundred Fifty Dollars (\$750.00) per residential dwelling unit approved by the City during final site plan approval of all Residential Parcels (by way of example, approval of One Hundred Fifty Two (152) residential dwelling units would yield a maximum total sum of One Hundred Fourteen Thousand Dollars (\$114,000.00)), payable to the City to facilitate the City's affordable housing programs and initiatives with the contribution to be used to provide down payment assistance to income eligible families for purchase of residential units throughout the City. Said contribution will be made payable to the City spread proportionately on a per residential dwelling unit basis, the first such contribution to be made at issuance of the first vertical building permit for any residential dwelling unit located within the Residential Parcels, and each time thereafter as a building permit is issued for each successive residential dwelling unit.

19. Entrance Renovations. Prior to issuance of the first certificate of occupancy for a residential unit, Developer shall contribute Seventy Five Thousand Dollars (\$75,000.00) toward the City's efforts to improve the existing "Entrances" (as hereinafter defined) to the Woodmont community through repair or replacement of signage, professional landscaping and lighting, in accordance with the City's residential signage program. For the purpose of this Paragraph, the term "Entrances" shall mean those collective entrances identified on the graphic exhibit attached hereto and made a part hereof as **Exhibit "M"**. Developer also agrees to submit plans to the City to construct a new entrance sign and attractive landscaping in a first class manner for the property generally located on the SE corner of Pine Island Road and Southgate Boulevard, which

is owned by Developer. Said plans to be submitted to the City for review within One Hundred Twenty (120) days from approval of the Applications by the City Commission Developer shall, at its sole cost and expense, construct the new entrance sign as approved by the City, prior to the issuance of a certificate of occupancy for the Commercial Parcel. City acknowledges and agrees that the above referenced entrance sign shall in no way limit or otherwise restrict the signage permitted by the City's Code of Ordinances for the Commercial Parcel. Developer shall be permitted to install temporary signage reasonably satisfactory to the City within the Entrances for purposes of marketing the proposed development and shall be permitted to maintain such signage until all newly constructed residential units have been sold.

20. <u>Effective Covenants</u>. The burdens of this Agreement shall run with the land and shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest of the parties to this Agreement.

21. <u>Covenants and Further Assurances</u>. The Developer shall, at its sole cost and expense, provide the City with an independent legal opinion confirming marketable title and confirming that this Agreement is consistent with documents referenced in this section (the "Legal Opinion"). Subject to the receipt of the Legal Opinion, Developer and the City hereby acknowledge that certain Covenant recorded in Official Records Book 6450, at Page 729, as affected by that certain Covenant recorded in Official Records Book 6890, at Page 26, as further affected by that certain Vacation of Covenant recorded in Official Records Book 8783, at Page 944, as further affected by that certain Covenant recorded in Official Records Book 8783, at Page 440, as further affected by that certain Covenant recorded in Official Records Book 9345, at Page 773, as further affected by that certain Covenant recorded in Official Records Book 9345, at Page 773, as further affected by that certain Covenant recorded in Official Records Book 9345, by the affected Book 9455, at Page 783, each of the foregoing being recorded amongst the Public Records of Broward County, Florida (collectively, the "Consolidated Covenant"). City hereby agrees to review and consider a Resolution authorizing the City to join in and consent to

the amendment and restatement of the Consolidated Covenant to substitute the legal descriptions attached thereto with the legal description set forth in Exhibit C to the Consolidated, Amended and Restated Covenant, a copy of which is attached hereto and made a part hereof as **Exhibit** "F-1", in order to reconfigure a portion of the existing golf course to permit the Proposed Development of the Property and to restrict the Golf Course Parcel for use as a golf course with related amenities and operations which uses may include, but shall not be limited to, a clubhouse, pro shop, locker room, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, putting greens, golf driving ranges and all other incidental uses thereto upon that portion of the Property. City further acknowledges that the Property is subject to various easements in favor of the City and Tamarac Utilities, Inc., which easement are incorporated herein by reference. City agrees to review and consider any application by Developer to vacate or relocate the easements, at Developer's sole cost and expense, if the existing easements impede the Proposed Development of the Property including, but not limited to, amending the legal descriptions of the easement areas or terminating such existing easements provided Developer grants new easements, if required, to the City or Tamarac Utilities, Inc. in lieu thereof.

22. <u>Development Approvals</u>. Developer will apply for all development approvals that are required by the State of Florida, Broward County, City and any other applicable governmental authority, including but not limited to those specific approvals more particularly set forth on **Exhibit ''N''**, attached hereto and made a part hereof. Developer and City agree that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

23. Completion of Residential Development.

(1) Residential development of the Property, as outlined in this Agreement, or any phase thereof, shall be completed within six (6) years from the issuance of the first vertical building permit for a residential unit on the Residential Parcel. Additional one (1) year extensions of this Agreement may be granted by the City after written request is made by the Developer for good cause (as defined herein) and prior to the expiration of the six (6) year timeframe provided for in this section. For purposes of this section, good cause shall be any delay caused by an act of god (including but not limited to fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, nationalization, government sanction, moratorium, blockage, embargo, labor dispute, strike, lockout, unavailability or shortage of building materials, interruption or failure of utilities, or such reasonable justification acceptable to the City, in its sole discretion.

(2) All homes to be built on the Residential Parcels shall be sold at a minimum retail sales price of 299,999.00, including all applicable lot premiums and finishes. Developer agrees to provide City with a quarterly sales report showing the sale price per unit sold in each preceding quarter.

(3) All homes to be built on the Residential Parcels shall be a minimum of 2,400 gross square feet which is the maximum allowable plot coverage as established by the Land Development Regulations, and built in accordance with the applicable homebuilder's "Green" building program as the same may be in effect from time-to-time, and will incorporate energy efficient construction techniques, products and features, including programs such as Energy Star.

(4) To facilitate the timely development of homes on the Residential Parcels as required in this section, the City agrees to issue to Developer any necessary permits for Site work within the Residential Parcels to construct streets, roads and other site work required on or off the Residential Parcels to deliver utilities to individual lots when the Plat for the Residential Parcels is approved.

24. <u>Duration of Agreement</u>. This Agreement shall remain in full force and effect for a period of six (6) years from the Effective Date. The duration of the Agreement may be extended for additional one (1) year periods with the Parties' mutual written consent, or the mutual written consent of their successors in interest, in accordance with Section 163.3229 and Section 163.3225, Florida Statutes.

25. <u>Recording</u>. This Agreement shall be recorded in the Public Records of Broward County within fourteen (14) days after execution by the Parties.

26. <u>Effective Date</u>. This Agreement shall become effective upon the later date to occur of: i) thirty (30) days after its receipt by the Florida Department of Economic Opportunity; or ii) upon the effective date of the amendment designating the Residential Parcels as Low Residential and the Commercial Parcel as Commercial on the Future Land Use Map of the City's Comprehensive Future Land Use Plan as defined in Section 163.3229.

27. <u>Periodic Review.</u> In accordance with Section 163.3235, F.S., as may be amended from time to time, the City's Department of Community Development shall review the property subject to this Agreement at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with the terms set forth herein. If the City finds, on the basis of competent substantial evidence, that there has been a failure to comply with the terms of this Agreement, the Agreement may be revoked or modified by the City Commission.

28. <u>Miscellaneous</u>.

(1) <u>Entire Agreement</u>. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express

or implied, oral or written, except as herein contained. The City shall not request any additional improvements or contributions except for those expressly set forth in this Agreement.

(2) <u>Modification</u>. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by the parties hereto, or their respective successors in interest, and is in compliance with Section 163.3225, Florida Statutes.

(3) <u>Pronouns</u>. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identity of the party or parties, personal representatives, successor or assigns may require.

(4) <u>Severability</u>. The invalidity of any provision hereof shall in no way affect or invalidate the remainder of the Agreement.

(5) <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one in the same instrument.

(6) <u>Governing Law</u>. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Broward County, Florida.

(7) <u>Binding Effect</u>. The obligations imposed pursuant to this Agreement upon Developer and/or upon the Property run with and bind the Property as covenants running with the Property and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.

(8) <u>Attorneys' Fees</u>. Should either party hereto bring an action against the other to enforce the terms and provisions hereof, then the party prevailing in said action shall be

entitled to a judgment against the other for reasonable attorneys' fees and costs at both the trial and appellate levels.

	CITY:
	Harry Dressler, Mayor
WITNESS – PRINT NAME	Date:
	Michael Cernech, City Manager
WITNESS – PRINT NAME	Date:
ATTEST:	Approved as to form and legal sufficiency:
Pat Teufel City Clerk	Samuel S. Goren, City Attorney
Date:	Date:

STATE OF FLORIDA

) ss:

)

COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Harry Dressler, as Mayor of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. She is personally known to me or has produced ______ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2014.

Notary Public, State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary Public

STATE OF FLORIDA)) ss: COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael Cernech, as City Manager of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or has produced ______ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2014.

Notary Public, State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary Public

DEVELOPER:

Woodmont Country Club, Inc., a Florida Corporation By:

WITNESSES:

	_ By:	
Print name:	Print Name:	
	Title:	
Print name:		
	day of	, 2014

STATE OF FLORIDA)) SS: COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by ______, the ______ of DEVELOPER, freely and voluntarily under authority duly vested in him/her by said company. He/She is personally known to me or who has produced _______ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of ______, 2014.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

JOINDER AND CONSENT By ZAVECO DEVELOPMENT, LLC

Zaveco Development, LLC, a Florida limited liability company ("Zaveco"), the contract purchaser of the Residential Parcels, as defined in the Development Agreement to which this Joinder and Consent is attached, pursuant to that certain Agreement for the Purchase and Sale of Real Property (Woodmont), dated July 22, 2011, as amended ("Purchase Agreement"), hereby joins in and consents to the terms of the Development Agreement; provided, however, that Zaveco shall have no obligations whatsoever under the Development Agreement except with respect to any portions of the Residential Parcels which have been acquired by Zaveco, and provided further that nothing herein contained is intended to, or shall have the effect of, altering or amending the rights and obligations of Zaveco under the Purchase Agreement.

ZAVECO DEVELOPMENT, LLC, a Florida limited liability company

Print Name:	-	By: Name: Title:	 	
Print Name:	_			
STATE OF)			
COUNTY OF) ss:)			

The foregoing instrument was acknowledged before me this ____ day of ______, 2014, by ______, as ______ of Zaveco Development, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced ______ for identification.

[NOTARIAL SEAL]

Notary:
Print Name:
Notary Public, State of Florida
My commission expires:

EXHIBIT LIST

EXHIBIT "A"	LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY			
EXHIBIT "B"	LEGAL DESCRIPTION OF THE RESIDENTIAL PARCELS			
EXHIBIT "C"	LEGAL DESCRIPTION OF THE COMMERCIAL PARCEL			
EXHIBIT "D"	MASTER PLAN			
EXHIBIT "E"	SKETCH AND LEGAL DESCRIPTION OF WATERWAY AREAS AND NEW WATERWAY AREAS			
EXHIBIT "F"	LEGAL DESCRIPTION OF THE GOLF COURSE PARCEL			
EXHIBIT "F-1"	CONSOLIDATED AMENDED AND RESTATED COVENANT			
EXHIBIT "G"	IMPROVEMENT STANDARDS			
EXHIBIT "H"	MAINTENANCE STANDARDS			
EXHIBIT "I"	CONCEPTUAL ELEVATIONS OF NEW CLUBHOUSE			
EXHIBIT "J"	LEGAL DESCRIPTION OF THE CLUBHOUSE PARCEL			
EXHIBIT "K"	FORM COMPLETION BOND			
EXHIBIT "L"	CONCEPTUAL LOCATION OF INTERIOR ROADWAYS			
EXHIBIT "M"	ENTRANCE SIGN LOCATIONS			
EXHIBIT "N"	LIST OF SPECIFIC LOCAL DEVELOPMENT APPROVALS REQUIRED			

EXHIBIT "A"

LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

PARCEL 1:

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida; and

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

PARCEL 2:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary. 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05"

East, along said West boundary, 185.00 feet; thence South 84^o10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of 7º32'24", an arc distance of 31, 58 feet; thence tangent to said curve South 13º47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly rightof-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County. Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of 0°43'43", an arc distance of 17.74 feet; thence tangent to said curve North 70°02'03" West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270,00 feet, a delta of 19°30'09", arc distance of 432.29 feet; thence tangent to said curve North 89°32'12" West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102°10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of 12°48'21", an arc distance of 235.35 feet; thence tangent to said curve North 00°10'05" West, along said West boundary of Tract A. 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

PARCEL 3:

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°12'16" East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 89°47'44" West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of 4°26'58", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North 04°39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of 35°30'00", an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 244.35 feet; thence tangent to said curve South 32°30'00" East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of 43°32'56", an arc distance of

174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62°02'56". an arc distance of 162.44 feet thence tangent to said curve North 14°00'00" West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 59°00'00", an arc distance of 288.33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32°00'00" West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34°45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7°03'03", an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72°24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°37'17", an arc distance of 46.14 feet; thence South 00°26'25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27°11'35", an arc distance of 94.92 feet; thence North 89°31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'43", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00", an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41°19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18°28'53", an arc distance of 182.25 feet; thence North 84°22'31" West, 79.51 feet; thence North 00°26'25" East. 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89°33'35" East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

PARCEL 4:

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North 14^o00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78°17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28°30'00" East, 425.78 feet to a point on the arc of a non-tangent curve

(radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of 18°12'02", an arc distance of 123.89 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet; thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet; thence tangent to said curve South 73°00'00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00" East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Rook 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69919'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

PARCEL 5:

A portion of said Tract D LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded In Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

PARCEL 6:

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

ALSO KNOWN AS:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379,53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary. 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05" East, along said West boundary, 185.00 feet; thence South 84°10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of 7°32'24", an arc distance of 31.58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly rightof-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County. Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of

1395.00 feet, a delta of 0°43'43", an arc distance of 17.74 feet; thence tangent to said curve North 70°02'03" West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of 19°30'09", arc distance of 432.29 feet; thence tangent to said curve North 89°32'12" West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102°10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of 12°48'21", an arc distance of 235.35 feet; thence tangent to said curve North 00°10'05" West, along said West boundary of Tract A. 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°12'16" East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 89°47'44" West, along said northerly right-of-way line and along the South boundary of said Tract C. 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of 4°26'58", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North 04°39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of 35°30'00", an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 244.35 feet; thence tangent to said curve South 32°30'00" East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450. Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of 43°32'56", an arc distance of 174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62°02'56", an arc distance of 162.44 feet thence tangent to said curve North 14°00'00" West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 59°00'00", an arc distance of 288.33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32°00'00" West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34°45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7°03'03", an arc distance of 32.00 feet to a point of reverse

curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72°24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°37'17", an arc distance of 46.14 feet; thence South 00°26'25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27°11'35", an arc distance of 94.92 feet; thence North 89°31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'43", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00", an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41°19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18°28'53", an arc distance of 182.25 feet; thence North 84°22'31" West, 79.51 feet; thence North 00°26'25" East. 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89°33'35" East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North 14°00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78°17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28°30'00" East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of 18°12'02", an arc distance of 123.89 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet; thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet; thence tangent to said curve South 73°00'00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00" East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve

South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Rook 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded In Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

AND

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

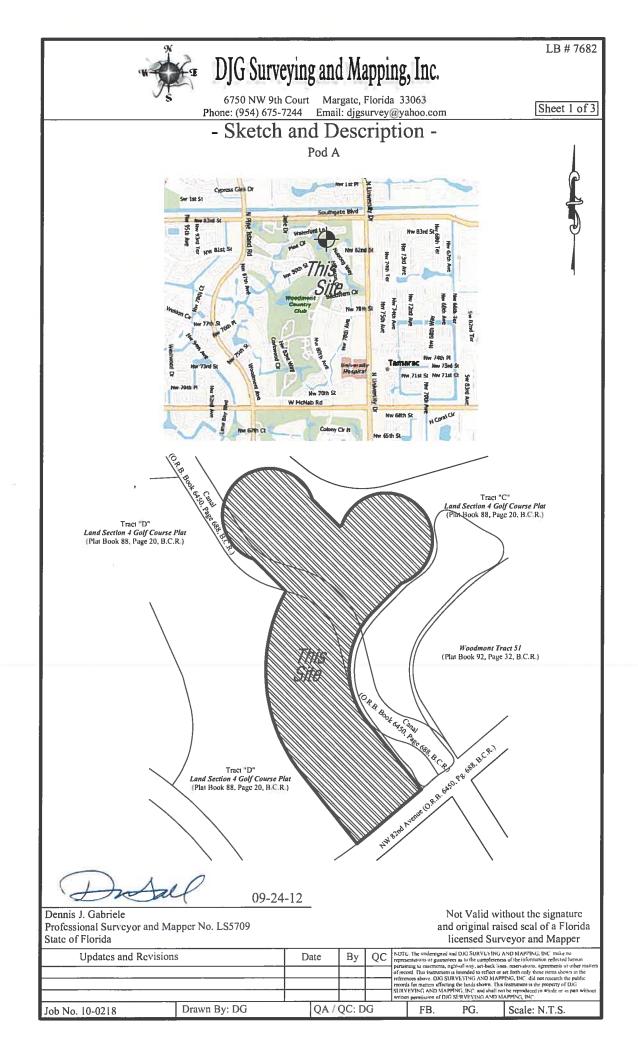
AND

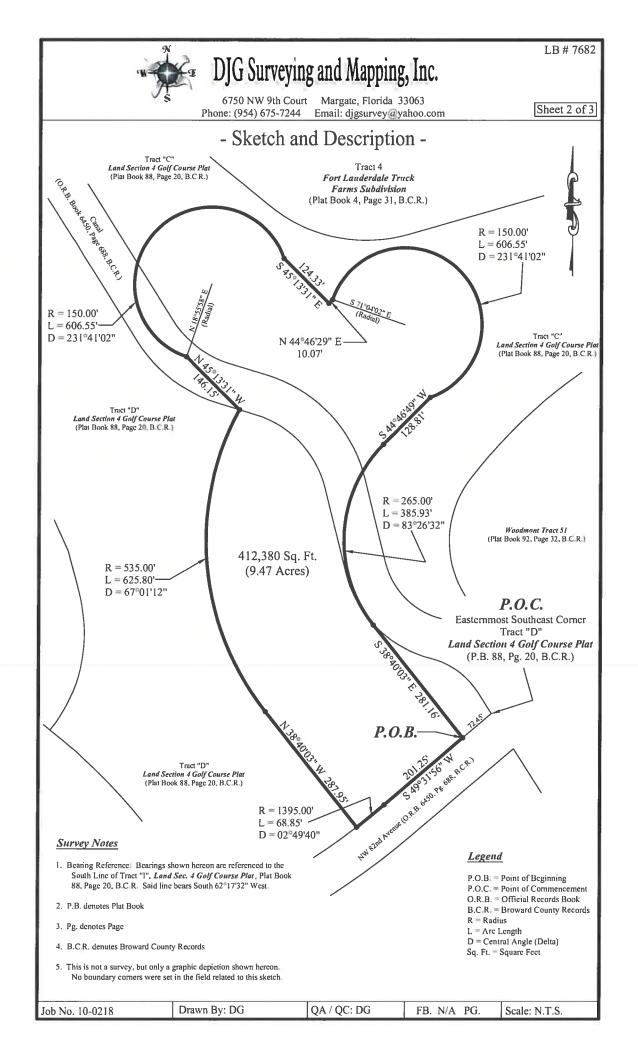
Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

 $e \rightarrow e$

EXHIBIT "B"

LEGAL DESCRIPTION FOR THE RESIDENTIAL PARCELS







6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 3 of 3

- Legal Description -

A parcel of land being a portion of Tract "D"and Tract "C", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Northerly line of NW 82nd Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 49°31'56" West, along said Northerly line, a distance of 72.45 feet to the *Point of Beginning;*

Thence, continue along said Northerly line, South 49°31'56" West, a distance of 201.25 feet to the point of curvature of a circular curve, concave to the Northwest, having a radius of 1395.00 feet and a central angle of 02°49'40";

Thence, Southerly along the arc of said curve, and said Northerly line of NW 82nd Avenue, an arc distance of 68.85 feet;

Thence, North 38°40'03" West, a distance of 287.95 feet to the point of curvature of a circular curve, concave to the East, having a radius of 535.00 feet and a central angle of 67°01'12"; Thence, Northerly along the arc of said curve, an arc distance of 625.80 feet;

Thence, North 45°13'31" West, a distance of 146.15 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 231°41'02";

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 606.55 feet; Thence, South 45°13'31" East, a distance of 124.33 feet;

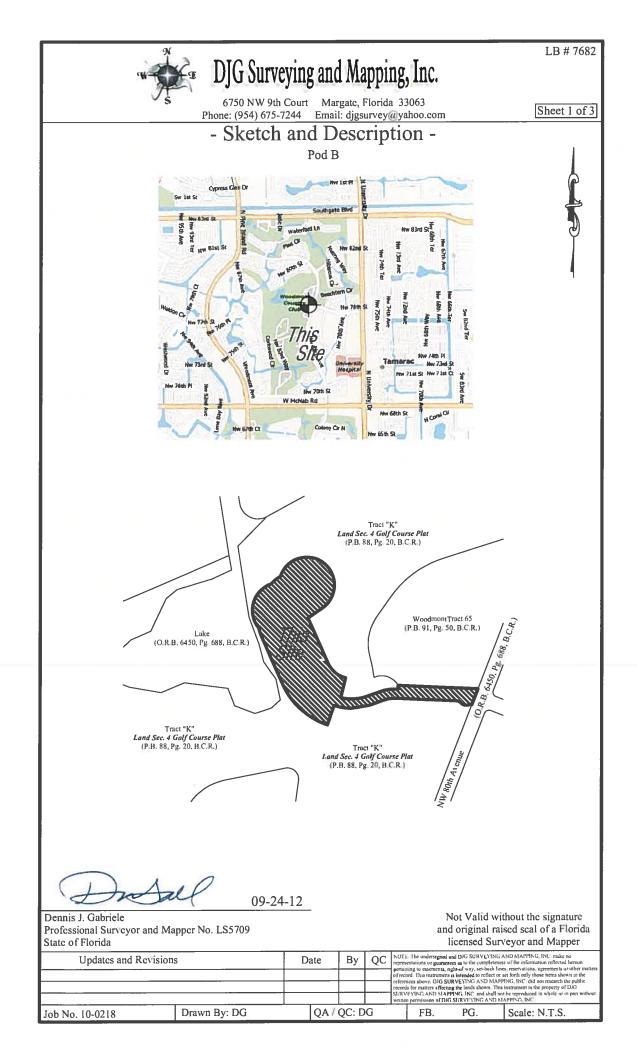
Thence, North 44°46'29" East, a distance of 10.07 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 231°41'02", a radial line bears from said point South 71°04'02" East;

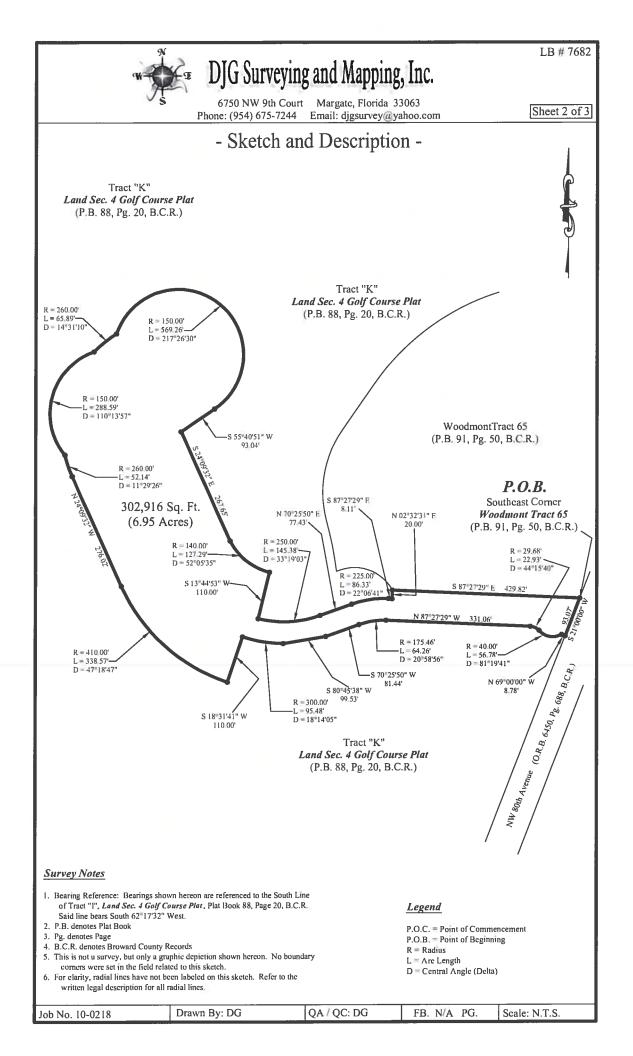
Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 606.55 feet;

Thence, South 44°46'49" West, a distance of 128.81 feet to the point of curvature of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of 83°26'32"; Thence, Southerly along the arc of said curve, an arc distance of 385.93 feet;

Thence, South 38°40'03" East, a distance of 281.16 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 412,380 square feet (9.47 acres) more or less.



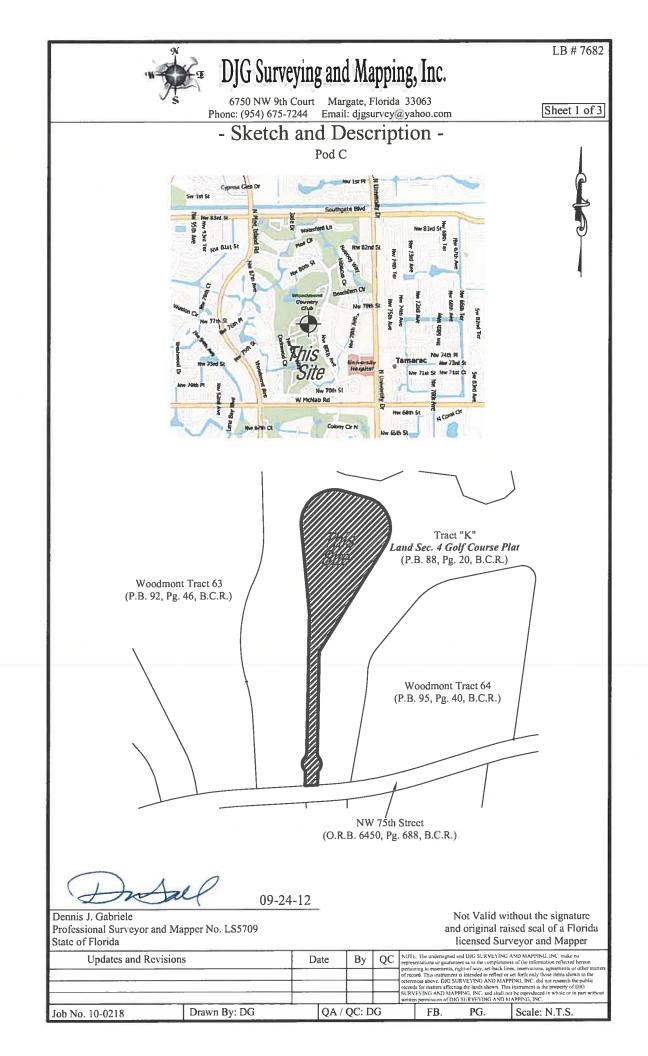


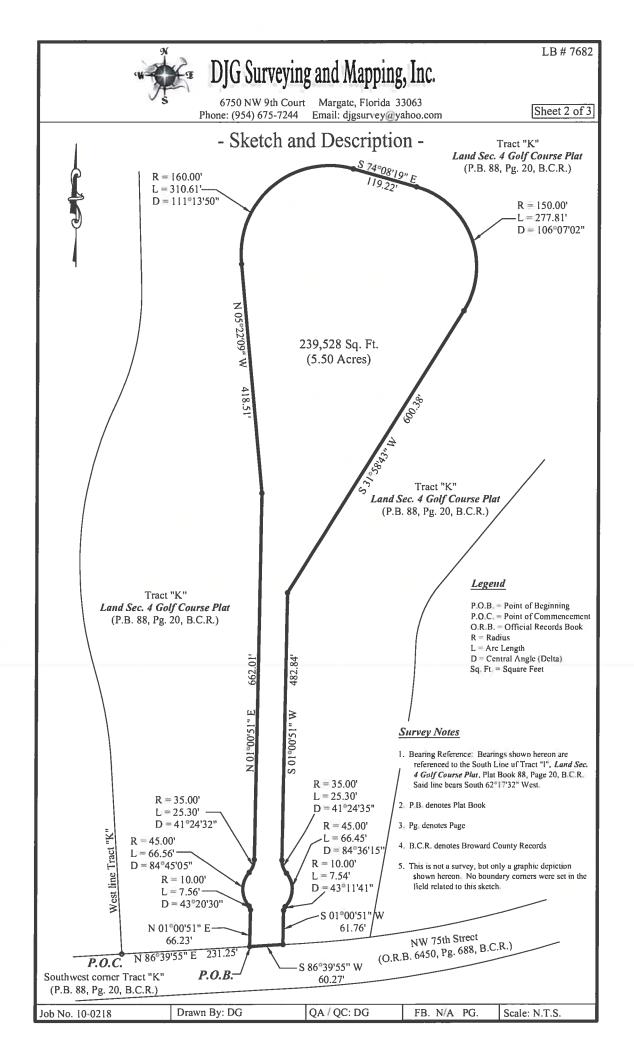


6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 3 of 3

- Legal Description -A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows: Beginning at the Southeast corner of Woodmont Tract 65, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point being on the Westerly line of NW 80th Avenue; Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet; Thence, North 69°00'00" West, a distance of 8.78 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 30°19'05" West; Thence, Westerly along the arc of said curve, an arc distance of 56.78 feet to a point on the arc of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40"; a radial line bears from said point South 46°48'11" West: Thence, Westerly along the are of said curve, an are distance of 22.93 feet to the point of tangency; Thence, North 87°27'29" West, a distance of 331.06 feet to a point on the are of a circular curve, concave to the South, having a radius of 175.46 feet and a central angle of 20°58'56"; a radial line bears from said point South 01°24'46" West; Thence, Westerly along the arc of said curve, an arc distance of 64.26 feet to the point of tangency; Thence, South 70°25'50" West, a distance of 81.44 feet; Thence, South 80°45'38" West, a distance of 99.53 feet to a point on the are of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 18°14'05"; a radial line bears from said point North 00°17'36" East; Thence, Westerly along the arc of said curve, an arc distance of 95.48 feet; Thence, South 18°31'41" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 410.00 feet and a central angle of 47°18'47"; Thence, Northwesterly along the arc of said curve, an arc distance of 338.57 feet to the point of tangency; Thence, North 24°09'32" West, a distance of 276.02 feet to a point on the are of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 11°29'26"; a radial line bears from said point North 65°50'28" East; Thence, Northerly along the arc of said curve, an arc distance of 52.14 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 110º13'57"; a radial line bears from said point North 50º27'41" East: Thence, Northerly and Easterly along the are of said curve, an are distance of 288.59 feet to a point on the are of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 14°31'10"; a radial line bears from said point South 46°10'35" East; Thence, Northeasterly along the arc of said curve, an arc distance of 65.89 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 217°26'30"; a radial line bears from said point South 71°21'54" East; Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 569.26 feet; Thence, South 55°40'51" West, a distance of 93.04 feet; Thence, South 24°09'32" East, a distance of 267.65 feet to the point of curvature of a circular curve, concave to the North, having a radius of 140.00 feet and a central angle of 52°05'35"; Thence, Southeasterly along the arc of said curve, an arc distance of 127.29 feet; Thence, South 13°44'53" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 250.00 feet and a central angle of 33°19'03"; Thence, Easterly along the arc of said curve, an are distance of 145.38 feet to the point of tangency; Thence, North 70°25'50" East, a distance of 77.43 feet to the point of curvature of a circular curve, concave to the South, having a radius of 225.00 feet and a central angle of 22°06'41"; Thence, Easterly along the arc of said curve, an arc distance of 86.33 feet to the point of tangency; Thence, South 87°27'29" East, a distance of 8.11 feet; Thence, North 02°32'31" East, a distance of 20.00 feet; Thence, South 87⁶27'29" East, a distance of 429.82 feet to the Point of Beginning. Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 302,916 square feet (6.95 acres) more or less.







6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 3 of 3

- Legal Description -

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Tract "K", said point also being a point on the Northerly line of NW 75th Street as described in Official Records Book 6450, Page 688 of the Public Records of Broward County Florida;

Thence, North 86°39'55" East, along said Northerly line, a distance of 231.25 feet to the *Point of Beginning;*

Thence, North 01°00'51" East, a distance of 66.23 feet to the point of curvature of a circular curve, concave to the West, having a radius of 10.00 feet and a central angle of 43°20'30"; Thence, Northerly along the arc of said curve, an arc distance of 7.56 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 45.00 feet and a central angle of 84°45'05";

Thence, Northerly along the arc of said curve, an arc distance of 66.56 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 35.00 feet and a central angle of 41°24'32";

Thence, Northerly along the arc of said curve, an arc distance of 25.30 feet to the point of tangency;

Thence, North 01°00'51" East, a distance of 662.01 feet;

Thence, North 05°22'09" West, a distance of 418.51 feet to the point of curvature of a circular curve, concave to the Southeast, having a radius of 160.00 feet and a central angle of 111°13'50"; Thence, Northerly and Easterly along the arc of said curve, an arc distance of 310.61 feet to the point of tangency;

Thence, South 74°08'19" East, a distance of 119.22 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 106°07'02"; Thence, Easterly and Southerly along the arc of said curve, an arc distance of 277.81 feet to the point of tangency;

Thence, South 31°58'43" West, a distance of 600.38 feet;

Thence, South 01°00'51" West, a distance of 482.84 feet to the point of curvature of a circular curve, concave to the East, having a radius of 35.00 feet and a central angle of 41°24'35";

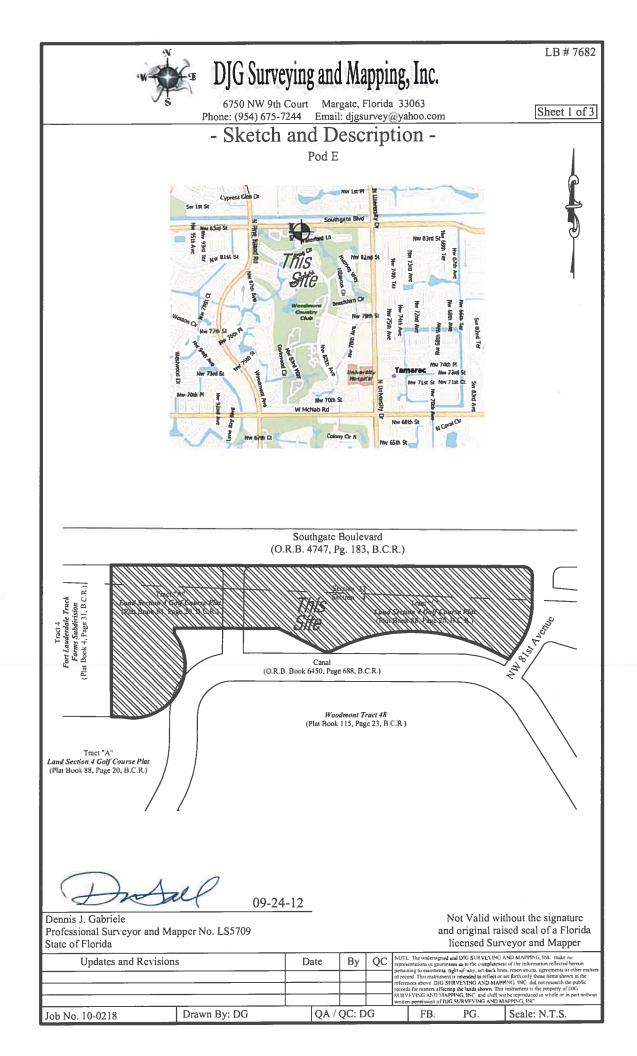
Thence, Southerly along the arc of said curve, an arc distance of 25.30 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 45.00 feet and a central angle of 84°36'15";

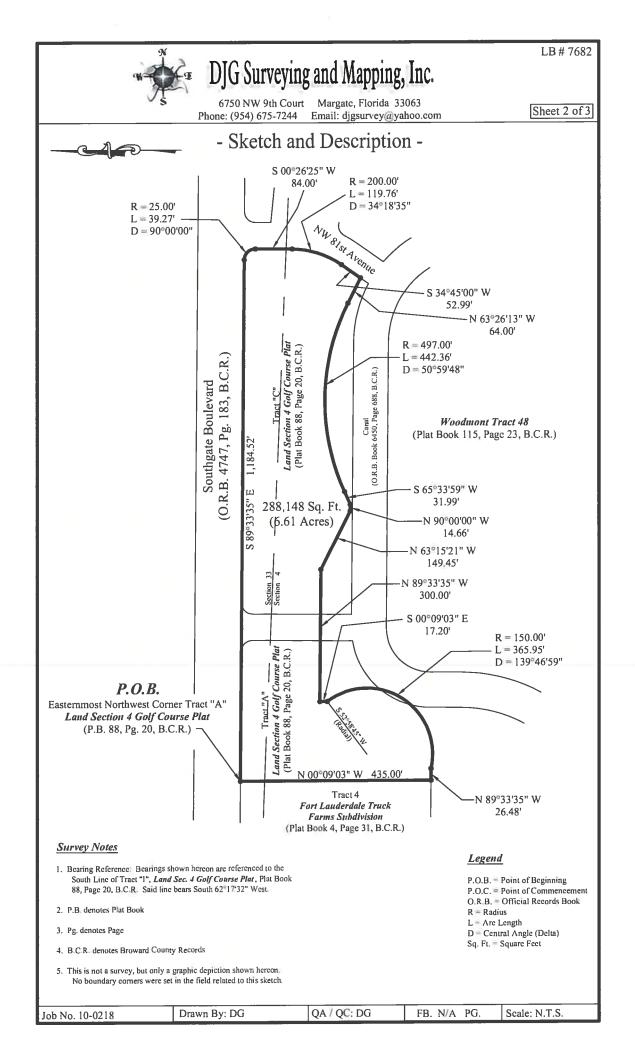
Thence, Southerly along the arc of said curve, an arc distance of 66.45 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 10.00 feet and a central angle of 43°11'41";

Thence, Southerly along the arc of said curve, an arc distance of 7.54 feet to the point of tangency; Thence, South 01°00'51" West, a distance of 61.76 feet to a point on the North line of NW 75th Street;

Thence, South 86°39'55" West, along said North line, a distance of 60.27 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 239,528 square feet (5.50 acres) more or less.







6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 3 of 3

- Legal Description -

A parcel of land being a portion of Tract "A"and Tract "C", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Easternmost Northwest corner of said Tract "A" and a point on the South line of Southgate Boulevard;

Thence, South 89°33'35" East, along said South line, a distance of 1,184.52 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 25.00 feet and a central angle of 90°00'00";

Thence, Southeasterly along the arc of said curve, an arc distance of 39.27 feet;

Thence, South 00°26'25" West, a distance of 84.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 200.00 feet and a central angle of 34°18'35"; Thence, Southwesterly along the arc of said curve, an arc distance of 119.76 feet;

Thence, South 34°45'00" West, a distance of 52.99 feet;

Thence, North 63°26'13" West, a distance of 64.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 497.00 feet and a central angle of 50°59'48"; Thence, Westerly along the arc of said curve, an arc distance of 442.36 feet;

Thence, South 65°33'59" West, a distance of 31.99 feet;

Thence, North 90°00'00" West, a distance of 14.66 feet;

Thence, North 63°15'21" West, a distance of 149.45 feet;

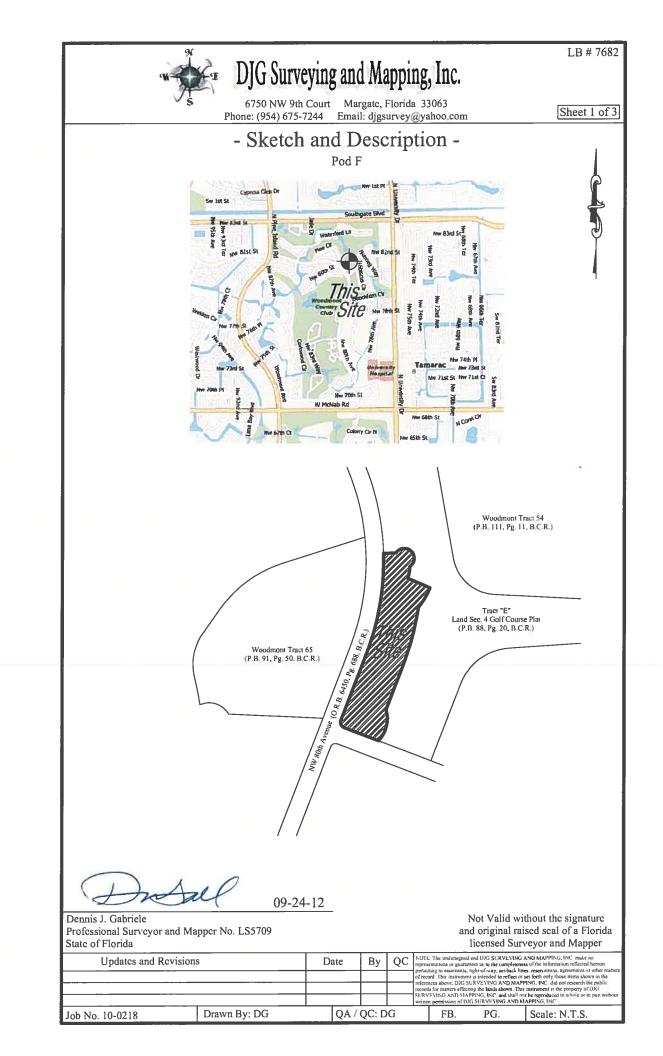
Thence, North 89°33'35" West, a distance of 300.00 feet;

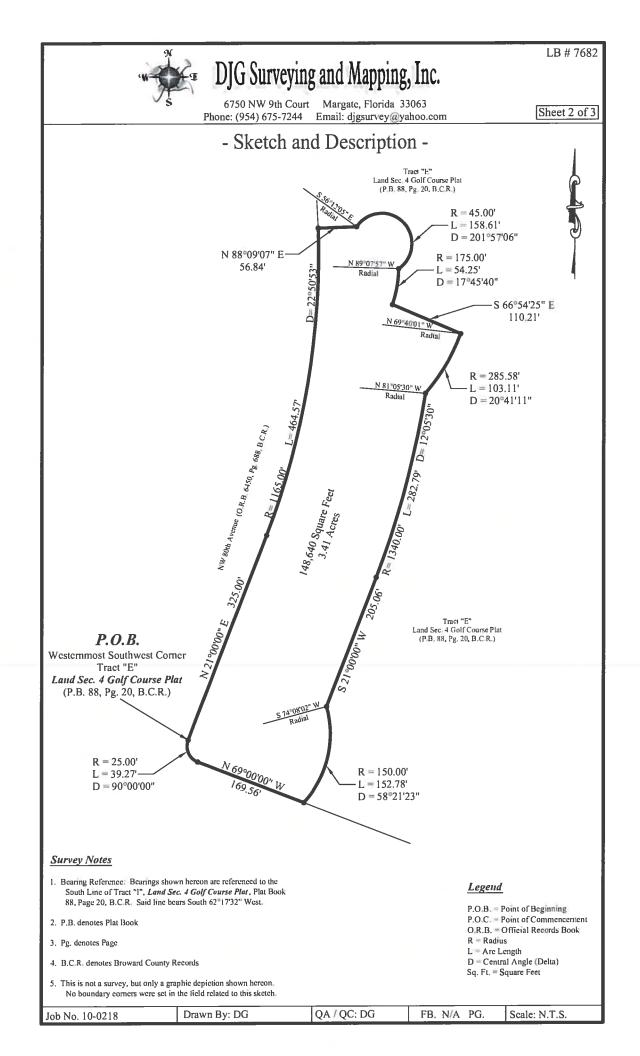
Thence, South 00°09'03" East, a distance of 17.20 feet to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 139°46'59"; a radial line bears from said point South 52°58'45" West;

Thence, Southerly and Westerly along the arc of said curve, an arc distance of 365.95 feet; Thence, North 89°33'35" West, a distance of 26.48 feet;

Thence, North 00°09'03" West, a distance of 435.00 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 288,148 square feet (6.61 acres) more or less.







6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 3 of 3

- Legal Description -

A portion of Tract "E", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Westernmost Southwest corner of said Tract "E", said point also being a point on the Easterly right-of-way line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, North 21°00'00" East, along said Easterly line, a distance of 325.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 1165.00 feet and a central angle of 22°50'33";

Thence, Northerly along the arc of said curve, and the Easterly line of NW 80th Avenue, an arc distance of 464.57 feet;

Thence, radially to aforementioned curve, North 88°09'07" East, a distance of 56.84 feet to a point on the arc of a circular curve, concave to the South, having a radius of 45.00 feet and a central angle of 201°57'06"; a radial line bears from said point South 56°12'05" East;

Thence, Easterly and Southerly along the arc of said curve, an arc distance of 158.61 feet to a point on the arc of a circular curve, concave to the West, having a radius of 175.00 feet and a central angle of 17°45'40"; a radial line bears from said point North 89°07'57" West;

Thence, Southerly along the arc of said curve, an arc distance of 54.25 feet;

Thence, South 66°54'25" East, a distance of 110.21 feet to a point on the arc of a circular curve, concave to the Northwest, having a radius of 285.58 feet and a central angle of 20°41'11"; a radial line bears from said point North 69°40'01" West;

Thence, Southwesterly along the arc of said curve, an arc distance of 103.11 feet to a point on the arc of a circular curve, concave to the West, having a radius of 1340.00 feet and a central angle of 12°05'30"; a radial line bears from said point North 81°05'30" West;

Thence, Southwesterly along the arc of said curve, an arc distance of 282.79 feet to the point of tangency;

Thence, South 21°00'00" West, a distance of 205.06 to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 58°21'23"; a radial line bears from said point South 74°08'02" West;

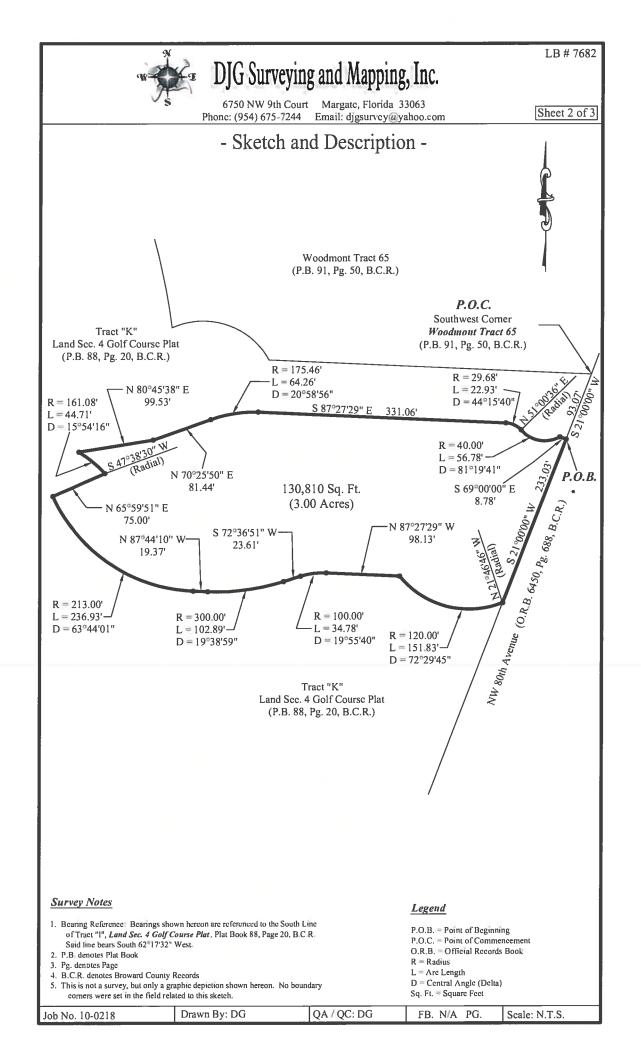
Thence, Southerly along the arc of said curve, an arc distance of 152.78 feet to a point on the Southerly line of said Tract "E";

Thence, North 69°00'00" West, along said Southerly line, a distance of 169.56 feet to the point of curvature of a circular curve, concave to the East, having a radius of 25.00 feet and a central angle of 90°00'00";

Thence, Westerly and Northerly along the arc of said curve, an arc distance of 39.27 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 148,640 square feet (3.41 acres) more or less.

LB # 7682 DJG Surveying and Mapping, Inc. 6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com Sheet 1 of 3 - Sketch and Description -Pod G Gias D Sw 1st Si 7 95th Ave 115 vi ale 93nd ē Dine ÿ his 82md Ter Inv 73rd \$ 71st 51 Nw 71st Ct Sw 83rd Ave New 70th St W McNab Rd g Ne .0 And I Nw 68th 5t my Cir N à Woodmont Tract 65 (P.B. 91, Pg. 50, B.C.R.) Traci "K" Land Sec. 4 Golf Course Plat (P.B. 88, Pg. 20, B.C.R.) BCR.) ^{ce} (O.R.B. 6450, P.B. 688, B. NW 80th Arenue (r Traci "K" Land Sec. 4 Golf Course Plat (P.B. 88, Pg. 20, B C.R.) 09-24-12 Dennis J. Gabriele Not Valid without the signature and original raised scal of a Florida Professional Surveyor and Mapper No. LS5709 licensed Surveyor and Mapper State of Florida NOTE: The undersigned and DKG SURVEYING AND MAPPING, INC. That may representations are guaranteers as to the vompleteness of the information reflected berroom pertaining to examine an application systematic lines reservations a greeness above of record That mataments and of other systematic reservations and systematic and references above. DIG SIRVEYING AND MAPPING, INC. 41 do not essent the public records for matters affecting the lands above. This instrument in the property of DKG SIRVEYING AND MAPPING INC. call shall not be reproduced in while are in part with written personalism inf DKG SIRVEYING AND MAPPING, INC. Updates and Revisions QC Date By QA / QC: DG Drawn By: DG Scale: N.T.S. FB. PG. Job No. 10-0218





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Sheet 3 of 3

- Legal Description -

A portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner, *Woodmont Tract 65*, according to the plat thereof, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point also being a point on the Westerly line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet to the *Point of Beginning;*

Thence, continue South 21°00'00" West, along said Westerly line, a distance of 233.03 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'45"; a radial line bears from said point North 21°46'46" West; Thence, Westerly along the arc of said curve, an arc distance of 151.83 feet;

Thence, North 87°27'29" West, a distance of 98.13 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40"; Thence, Westerly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;

Thence, South 72°36'51" West, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59"; Thence, Westerly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;

Thence, North 87°44'10" West, a distance of 19.37 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 213.00 feet and a central angle of 63°44'01"; Thence, Northwesterly along the arc of said curve, an arc distance of 236.393 feet;

Thence, North 65°59'51" East, a distance of 75.00 feet to a point on the arc of a circular curve, concave to the Southwest, having a radius of 161.08 feet and a central angle of 15°54'16"; a radial line bears from said point South 47°38'30" West;

Thence, Northwesterly along the arc of said curve, an arc distance of 44.71 feet;

Thence, North 80°45'38" East, a distance of 99.53 feet;

Thence, North 70°25'50" East, a distance of 81.44 feet to the point of curvature of a circular curve, concave to the South, having a radius of 175.46 and a central angle of $20^{\circ}58'56"$; Thence, Easterly along the arc of said curve, an arc distance of 64.26 feet;

Thence, South 87°27'29" East, a distance of 331.06 feet to the point of curvature of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40"; Thence, Southeasterly along the arc of said curve, an arc distance of 22.93 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 51°00'36" East;

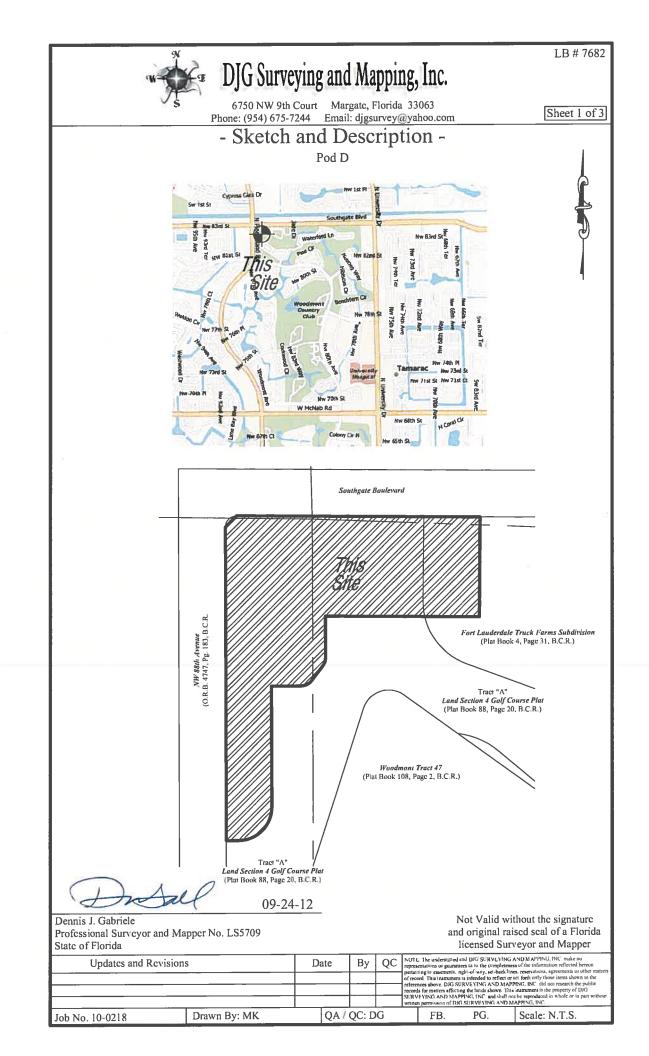
Thence, Easterly along the arc of said curve, an arc distance of 56.78 feet;

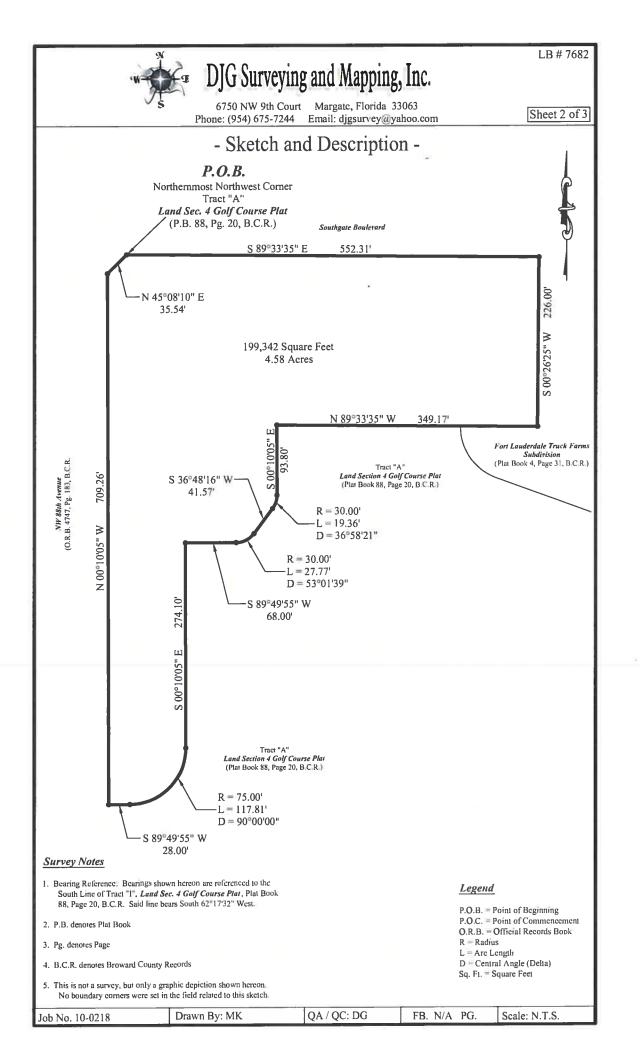
Thence, South 69°00'00" East, a distance of 8.78 feet to a point on the said West line of NW 80th Avenue and the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,810 square feet (3.00 acres) more or less.

EXHIBIT "C"

LEGAL DESCRIPTION FOR THE COMMERCIAL PARCEL





LB # 7682



DJG Surveying and Mapping, Inc.

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Sheet 3 of 3

- Legal Description -

A portion of Tract "A", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of *Fort Lauderdale Truck Farms Subdivision*, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Beginning at the Northernmost Northwest corner of said Tract "A", said point also being a point on the South line of Southgate Boulevard;

Thence, South 89°33'35" East, along said South line of Southgate Boulevard, and the North line of said Tract "A", a distance of 552.31 feet;

Thence, South 00°26'25" West, a distance of 226.00 feet;

Thence, North 89°33'35" West, a distance of 349.17 feet;

Thence, South 00°10'05" East, a distance of 93.80 feet to the point of curvature of a circular curve, concave to the West, having a radius of 30.00 feet and a central angle of 36°58'21";

Thence, Southwesterly along the arc of said curve, an arc distance of 19.36 feet to the point of tangency;

Thence, South 36°48'16" West, a distance of 41.57 feet to the point of curvature of a circular curve, concave to the North, having a radius of 30.00 feet and a central angle of 53°01'39"; Thence, Southwesterly along the arc of said curve, an arc distance of 27.77 feet to the point of tangency;

Thence, South 89°49'55" West, a distance of 68.00 feet;

Thence, South 00°10'05" East, a distance of 274.10 feet to the point of curvature of a circular curve, concave to the West, having a radius of 75.00 feet and a central angle of 90°00'00"; Thence, Southwesterly along the arc of said curve, an arc distance of 117.81 feet to the point of tangency;

Thence, South 89°49'55" West, a distance of 28.00 feet to a point on the West line of said Tract "A", and a point on the East line of NW 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida;

Thence, North 00^o10'05" West, along said West line of Tract "A" and the East line of NW 88th Avenue, a distance of 709.26 feet;

Thence, North 45°08'10" East, a distance of 35.54 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 199,342 square feet (4.58 acres) more or less.

EXHIBIT "D"

MASTER PLAN

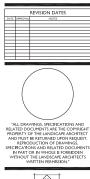


SITE DATA- SINGLE FAMILY UNITS

POD A POD AREA	9.47 AC		
TOTAL DWELLING UNITS	47		
TOTAL DENSITY	4,96 DU/AC.		
POD B	1.70 00/76		
POD AREA	7.1 AC		
TOTAL DWELLING UNITS	31		
TOTAL DENSITY	4.37 DU/AC.		
POD C			
POD AREA	5.55 AC		
TOTAL DWELLING UNITS	21		
TOTAL DENSITY	3.78 DU/AC.		
POD D- COMMERCIAL			
POD AREA	4.58 AC		
POD E			
POD AREA	6.58 AC.		
TOTAL DWELLING UNITS	19		
TOTAL DENSITY	2.9 DU/AC.		
POD F			
POD AREA	3.41 AC.		
TOTAL DWELLING UNITS	14		
TOTAL DENSITY	4. I DU/AC		
POD G			
	3.00 AC.		
TOTAL DWELLING UNITS	20		
TOTAL DENSITY	6.6 DU/AC		
TOTAL POD AREA	39.69 AC		
TOTAL DWELLING UNITS	152		
TOTAL DENSITY	3.8 DU/AC		



WOODMONT COUNTRY CLUB CONCEPTUAL MASTER PLAN



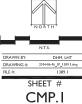
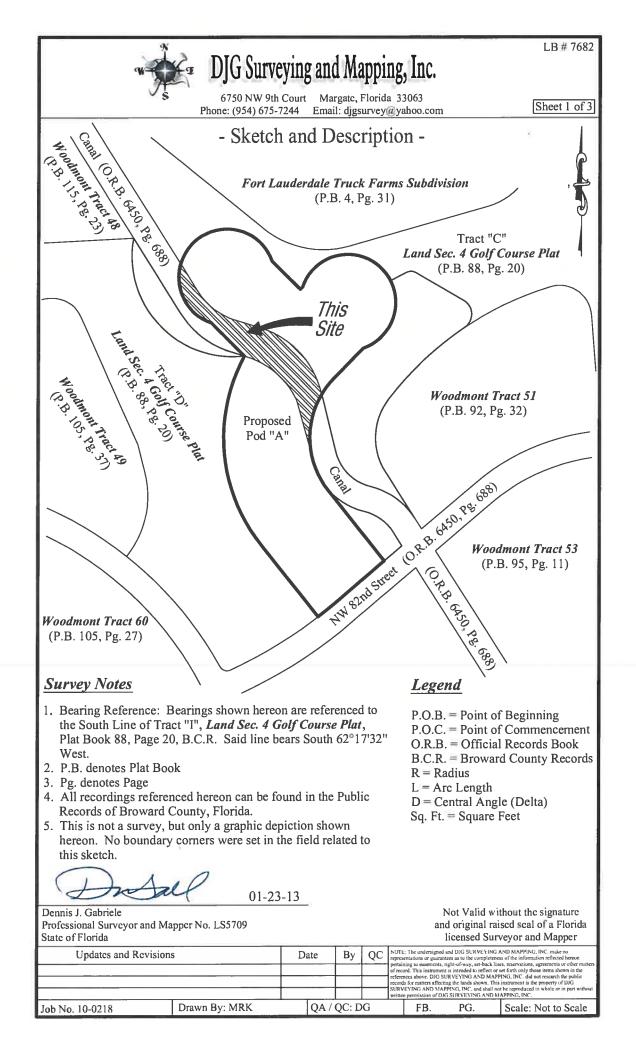
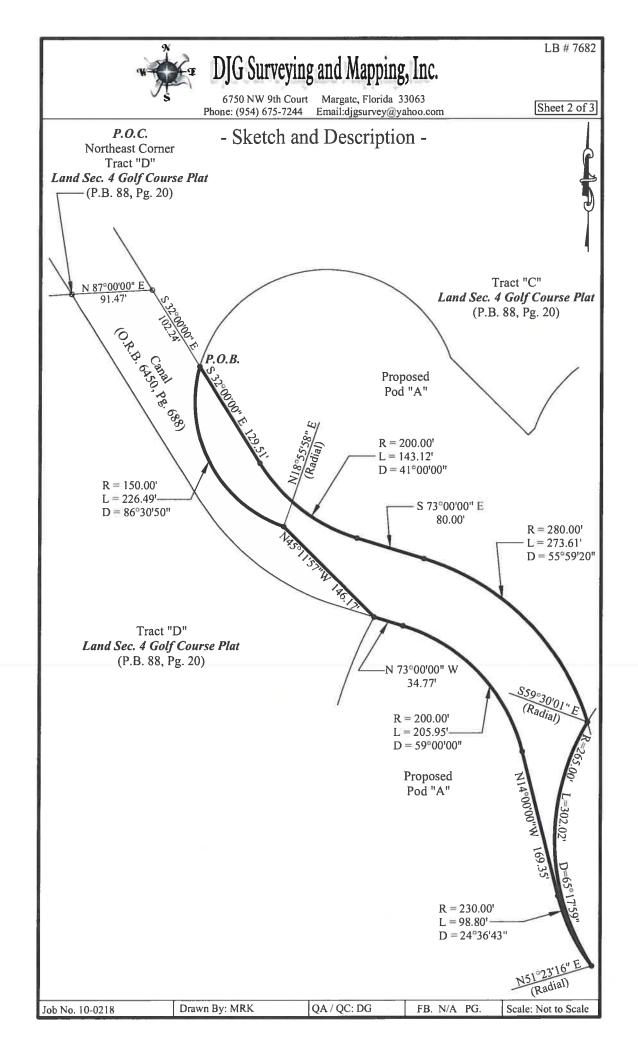


EXHIBIT "E"

SKETCH AND LEGAL DESCRIPTION OF WATERWAY AREAS AND NEW WATERWAY AREAS







DJG Surveying and Mapping, Inc.

6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 3 of 3

- Legal Description -

A portion of a canal, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of Tract "D", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida; Thence, North 87°00'00" East, along the Easterly extension of said line, a distance of 91.47 feet to a point on the Easterly line of said canal;

Thence, South 32°00'00" East, along said Easterly line, a distance of 102.24 feet to the *Point* of *Beginning*;

Thence, continue South 32°00'00" East, a distance of 129.51 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 200.00 feet and a central angle of 41°00'00";

Thence, Southeasterly along the arc of said curve, an arc distance of 143.12 feet to the point of tangency;

Thence, South 73°00'00" East, a distance of 80.00 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 280.00 feet and a central angle of 55°59'20";

Thence, Southeasterly along the arc of said curve, an arc distance of 273.61 feet to a point of cusp of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of $65^{\circ}17'59"$, a radial line bears from said point South $59^{\circ}30'01"$ East;

Thence, Southerly along the arc of said curve, an arc distance of 302.02 feet to a point of cusp of a circular curve, concave to the East, having a radius of 230.00 feet and a central angle of 24°36'43", a radial line bears from said point North 51°23'16" East;

Thence, Northerly along the arc of said curve, an arc distance of 98.80 feet to the point of tangency;

Thence, North 14°00'00" West, a distance of 169.35 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 200.00 feet and a central angle of 59°00'00";

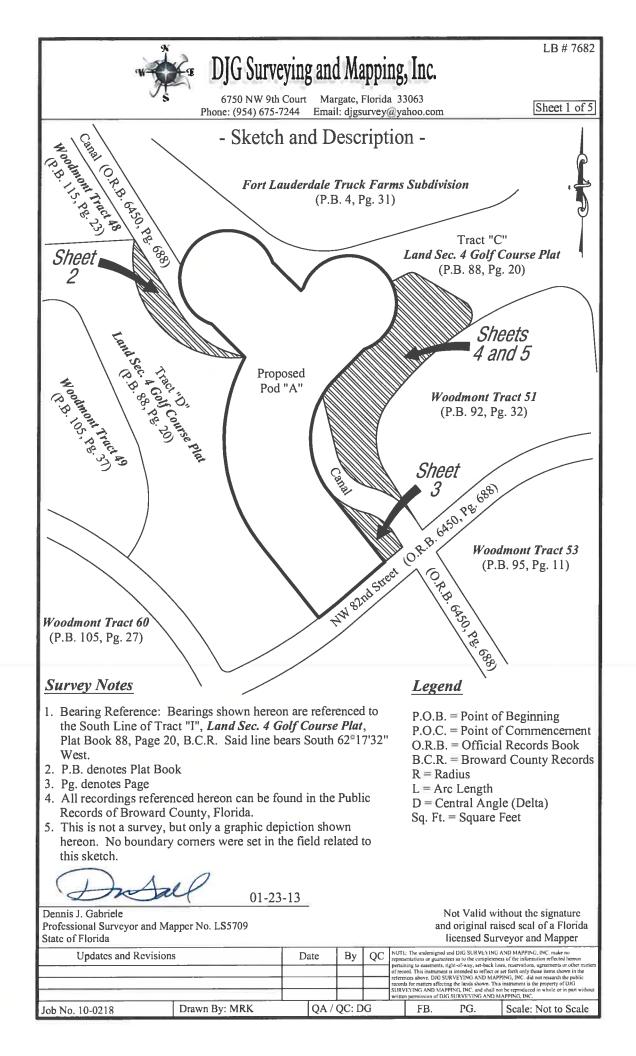
Thence, Northwesterly along the arc of said curve, an arc distance of 205.95 feet to the point of tangency;

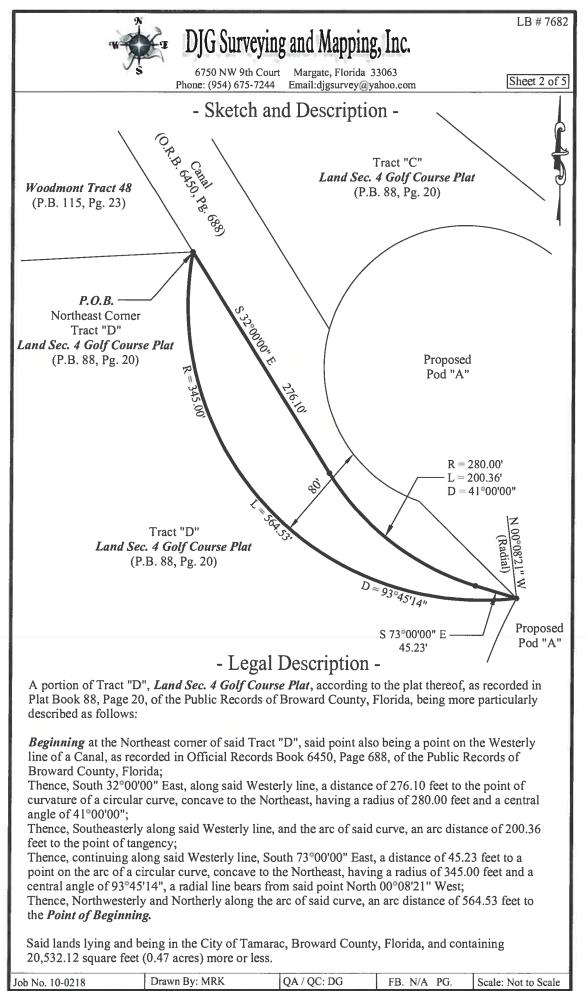
Thence, North 73°00'00" West, a distance of 34.77 feet;

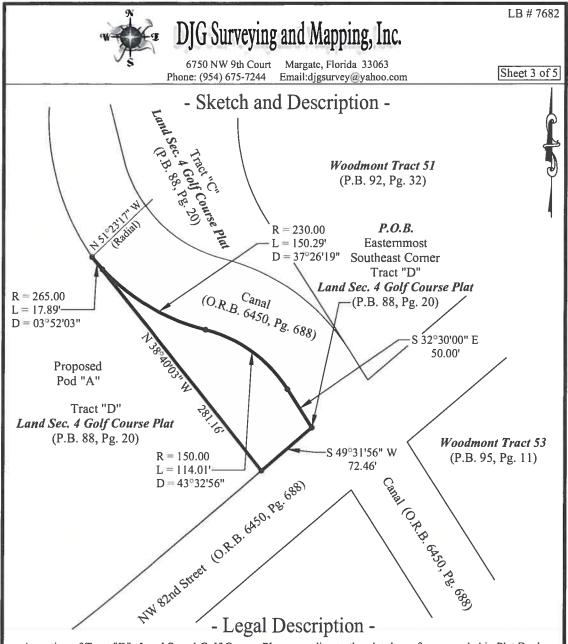
Thence, North 45°11'57" West, a distance of 146.17 feet to a point of cusp of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 86°30'50", a radial line bears from said point North 18°55'58" East;

Thence, Northwesterly and Northerly along the arc of said curve, an arc distance of 226.49 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 40,486.15 square feet (0.929 acres) more or less.







A portion of Tract "D", *Land Sec. 4 Golf Course Plat*, according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Westerly line of a Canal, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida and also being a point on the Northerly line of NW 82nd Avenue, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; Thence, South 49°31'56" West, along said Northerly line, a distance of 72.46 feet;

Thence, North 38°40'03" West, a distance of 281.16 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 265.00 feet and a central angle of 03°52'03", said point also being a point on the Westerly line of said Canal;

Thence, Northerly along the arc of said curve, and Westerly line of said Canal, an arc distance of 17.89 feet to a point on the arc of a circular curve, concave to the Northeast, having a radius of 230.00 feet and a central angle of 37°26'19", a radial line bears from said point North 51°23'17" West;

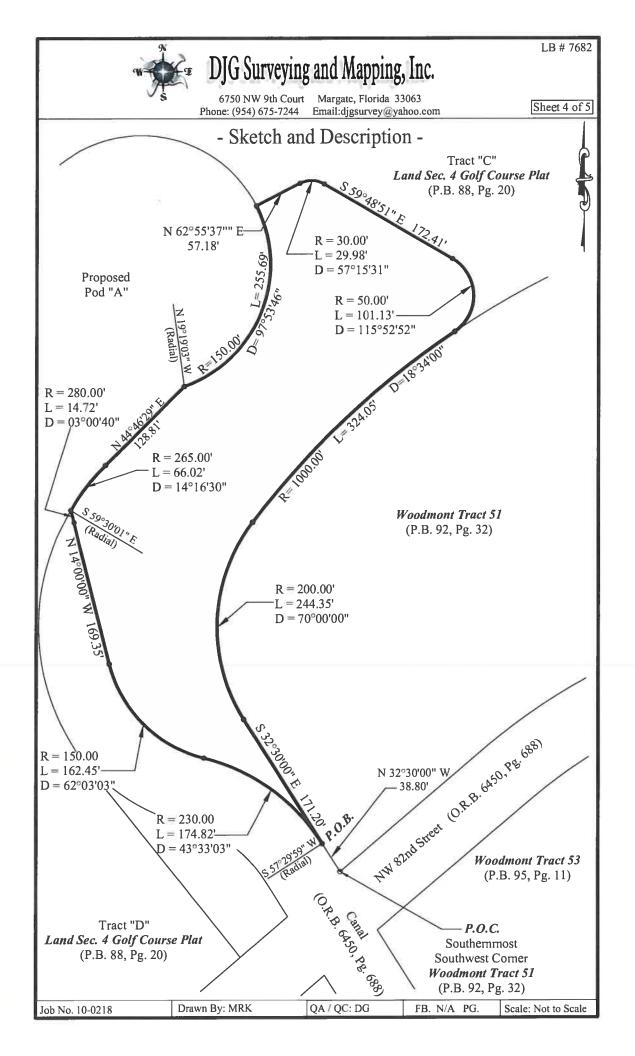
Thence, Southeasterly along the arc of said curve, and Westerly line of said Canal, an arc distance of 150.29 feet to the point of reverse curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 43°32'56";

Thence, Southeasterly along the arc of said curve, and Westerly line of said Canal, an arc distance of 114.01 feet;

Thence, South 32°30'00" East, a distance of 50.00 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 13,530.05 square feet (0.311 acres) more or less.

Job No. 10-0218	Drawn By: MRK	QA / QC: DG	FB. N/A PG.	Scale: Not to Scale





DJG Surveying and Mapping, Inc.

6750 NW 9th Court Margate, Florida 33063 Phone: (954) 675-7244 Email: djgsurvey@yahoo.com

Sheet 5 of 5

- Legal Description -

A portion of Tract "C", *Land Sec. 4 Golf Course Plat*, according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southernmost Southwest corner of *Woodmont Tract 51*, according to the plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida, said point also being a point on the Northerly right-of-way line of NW 82nd Street;

Thence, North 32°30'00" West, along the Westerly line of said *Woodmont Tract 51*, a distance of 38.80 feet to the *Point of Beginning*, said point also being a point on the arc of a circular curve, concave to the Southwest, having a radius of 230.00 feet and a central angle of 43°33'03", a radial line bears from said point South 57°29'59" West;

Thence, Northwesterly along the arc of said curve, an arc distance of 174.82 feet to the point of reverse curvature of a circular curve, concave to the North, having a radius of 150.00 feet and a central angle of $62^{\circ}03'03''$;

Thence, Westerly and Northwesterly along the arc of said curve, an arc distance of 162.45 feet to the point of tangency;

Thence, North 14°00'00" West, a distance of 169.35 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 280.00 feet and a central angle of 03°00'40";

Thence, Northwesterly along the arc of said curve, an arc distance of 14.72 feet to a point of cusp of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of 14°16'30", a radial line bears from said point South 59°30'01" East;

Thence, Northeasterly along the arc of said curve, an arc distance of 66.02 feet to the point of tangency;

Thence, North 44°46'29" East, a distance of 128.81 feet to a point of cusp of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 97°53'46", a radial line bears from said point North 19°19'03" West;

Thence, Easterly, Northerly and Westerly along the arc of said curve, an arc distance of 255.69 feet to a point on a radial line;

Thence, North 62°55'37" East, a distance of 57.18 feet to the point of curvature of a circular curve, concave to the South, having a radius of 30.00 feet and a central angle of 57°15'31"; Thence, Northeasterly along the arc of said curve, an arc distance of 29.98 feet to the point of tangency;

Thence, South 59°48'51" East, a distance of 172.41 feet to the point of curvature of a circular curve, concave to the West, having a radius of 50.00 feet and a central angle of 115°52'52";

Thence, Southeasterly, Southerly and Southwesterly along the arc of said curve, an arc distance of 101.13 feet to a point on the Northerly line of said *Woodmont Tract 51*, and the point of reverse curvature of a circular curve, concave to the Southeast, having a radius of 1000.00 feet and a central angle of 18°34'00";

Thence, Southwesterly along the arc of said curve, and continuing along said Northerly line, an arc distance of 324.05 feet to the point of compound curvature of a circular curve, concave to the East, having a radius of 200.00 feet and a central angle of 70°00'00";

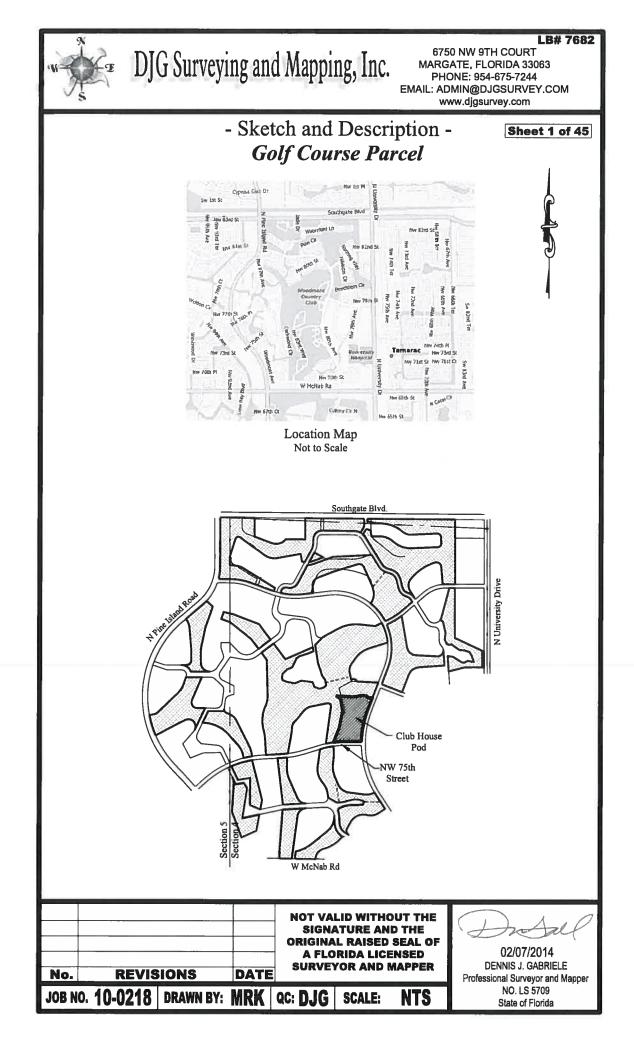
Thence, Westerly and Southerly along the arc of said curve, and the Westerly line of said *Woodmont Tract 51*, an arc distance of 244.35 feet to the point of tangency;

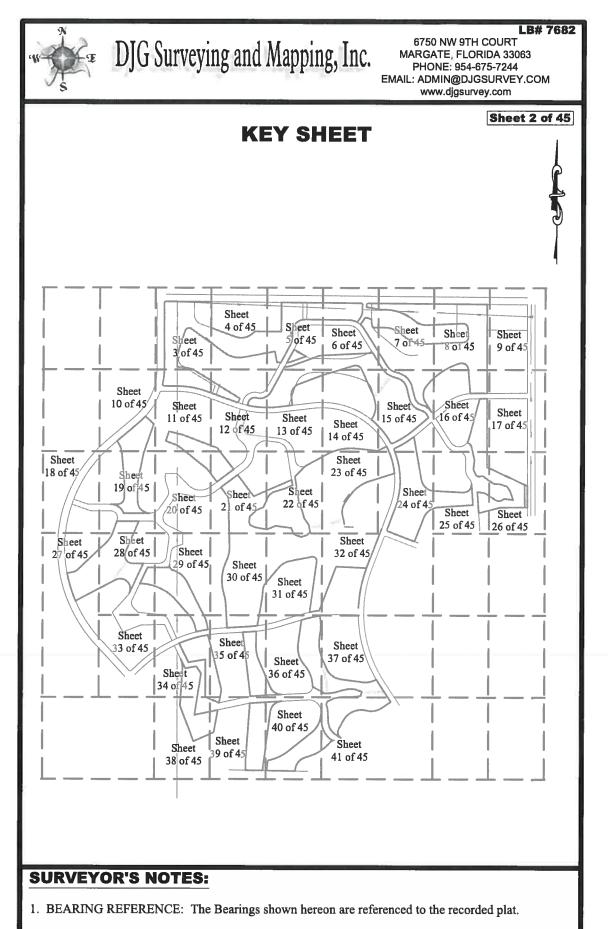
Thence, South 32°30'00" East, along said Westerly line, a distance of 171.20 feet to the *Point of Beginning.*

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 122,104.96 square feet (2.803 acres) more or less.

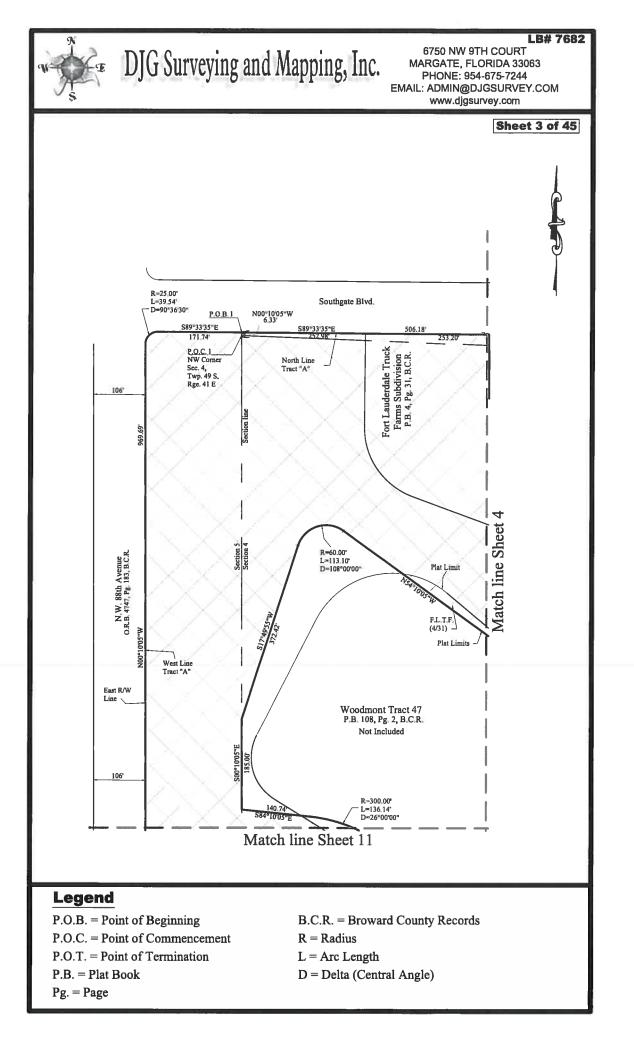
EXHIBIT "F"

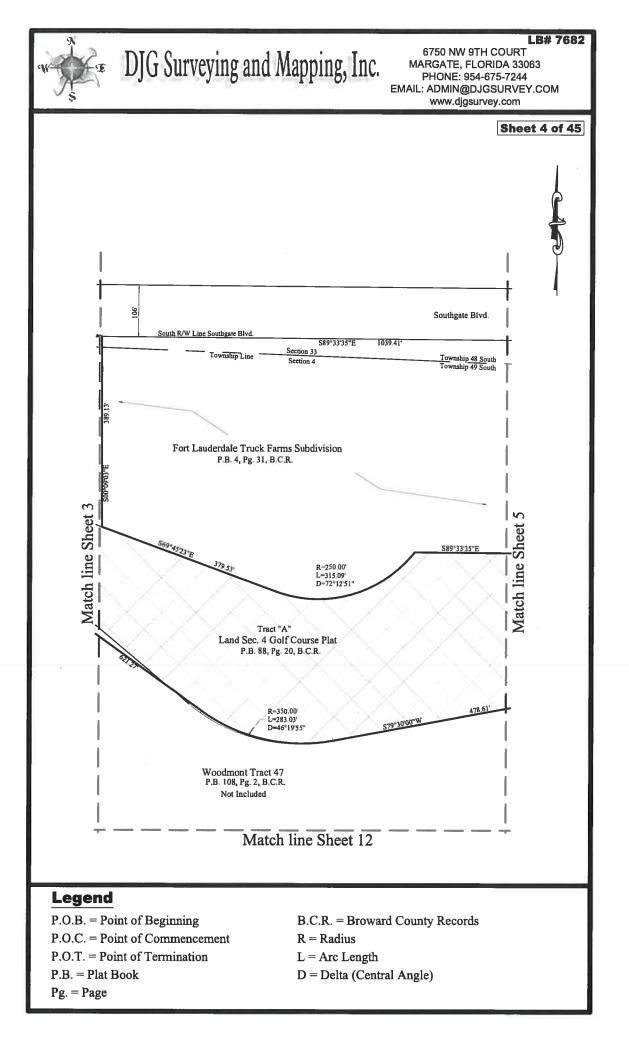
LEGAL DESCRIPTION OF GOLF COURSE PARCEL

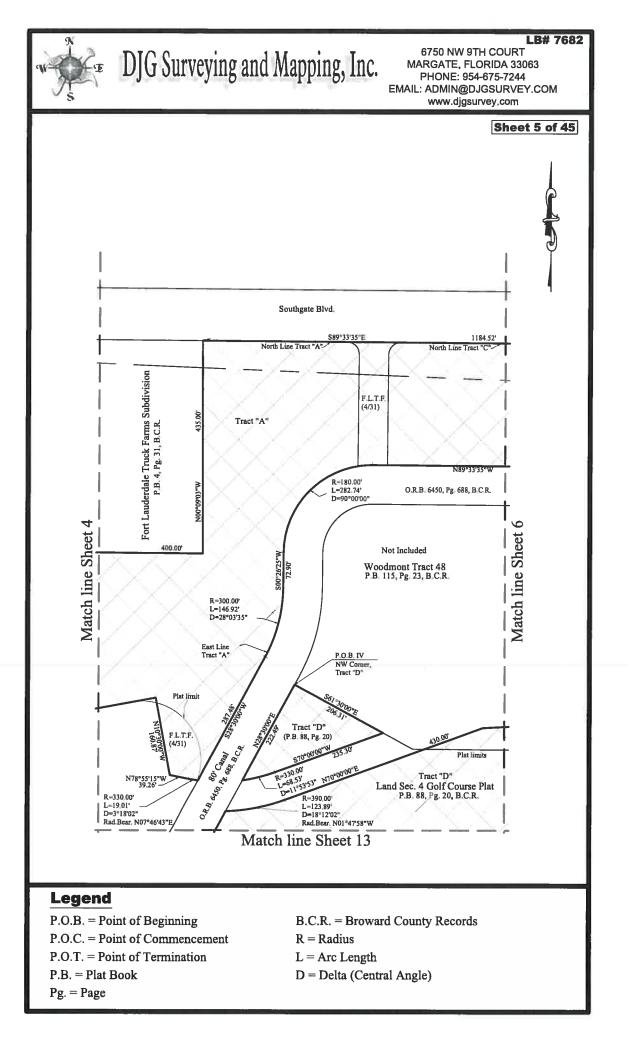


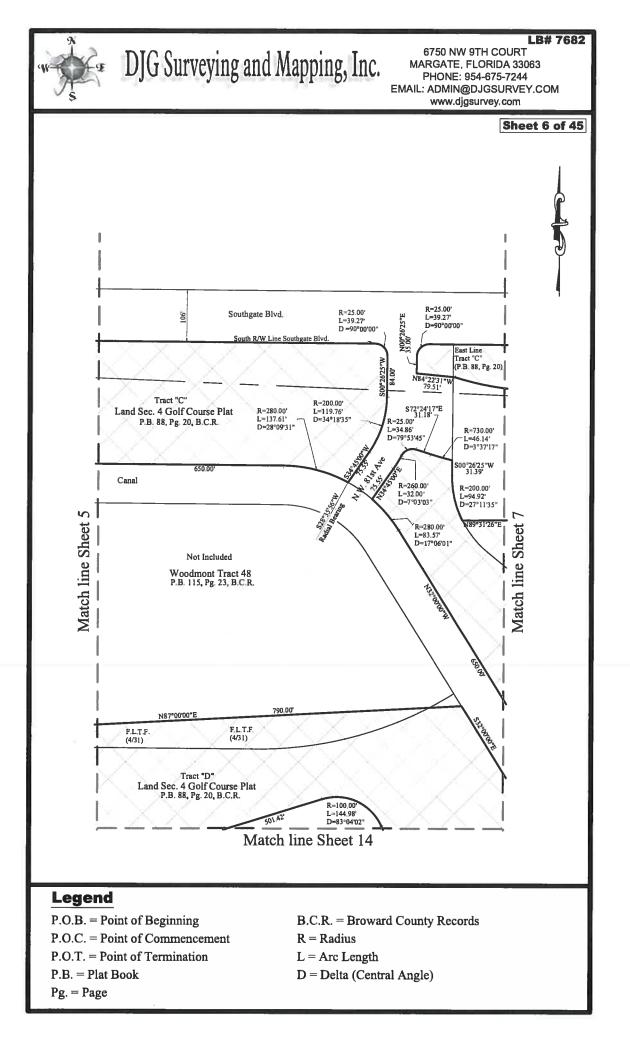


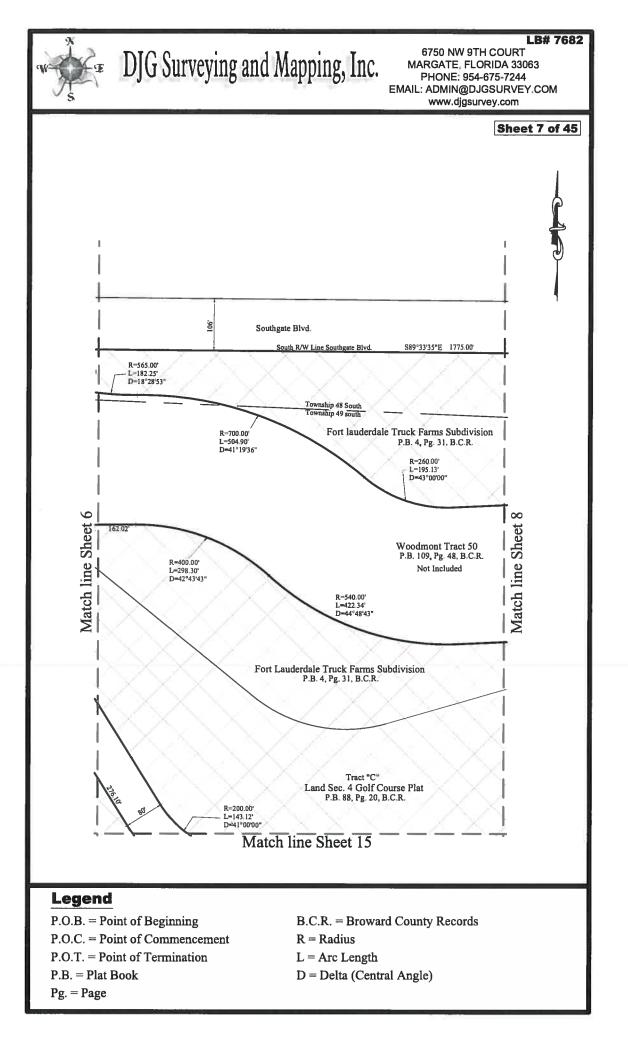
- 2. This is not a survey, but only a graphic depiction of the land shown hereon and its calculated legal description. No boundary corners were set in the field related to this sketch.
- 3. All recordings shown hereon are referenced to the Public Records of Broward County, Florida.

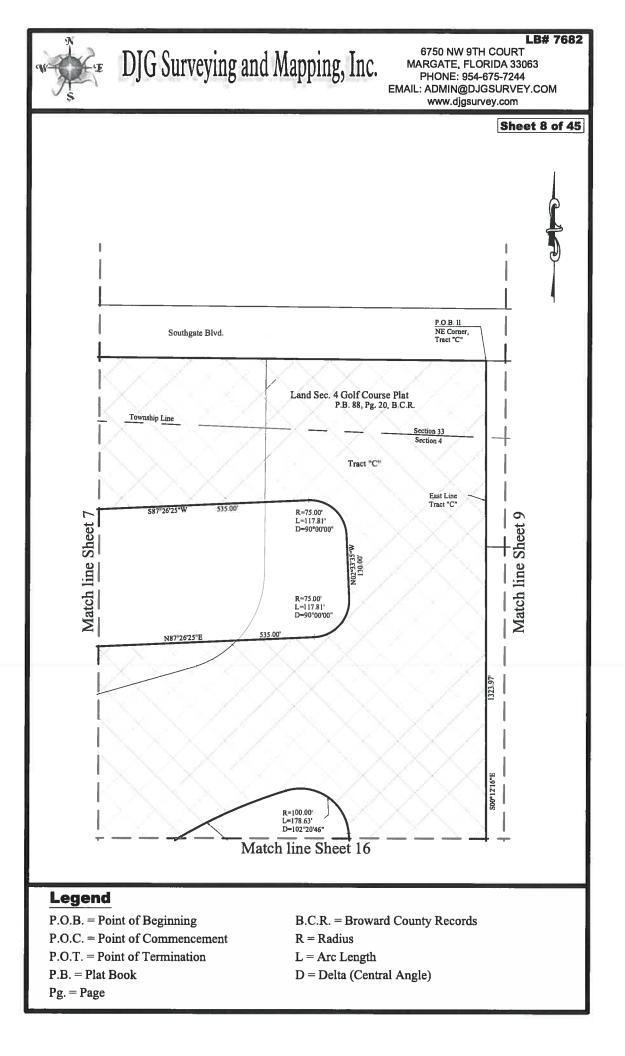


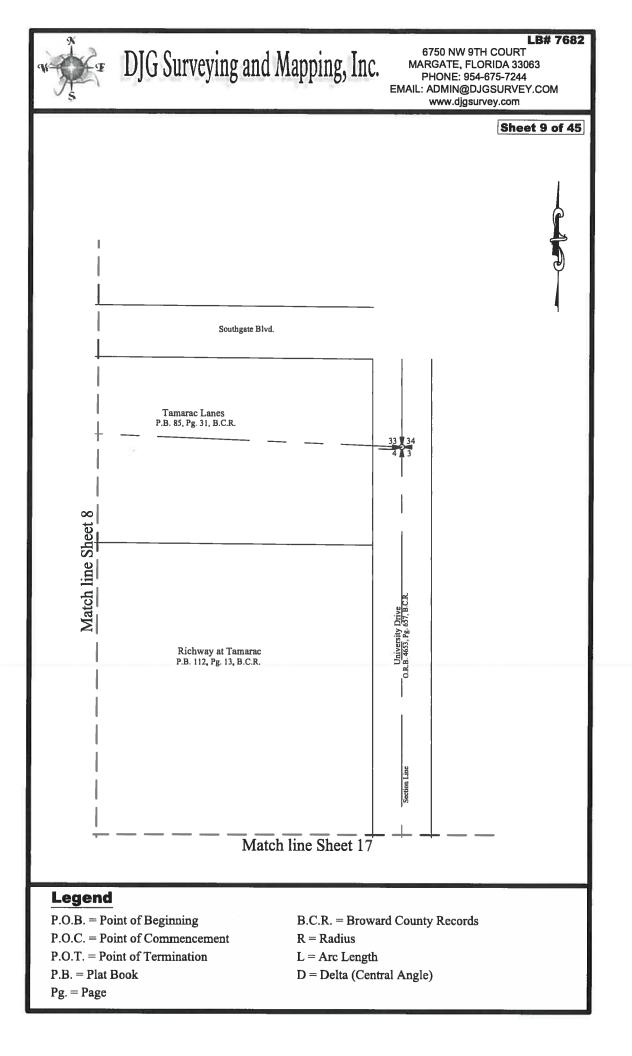


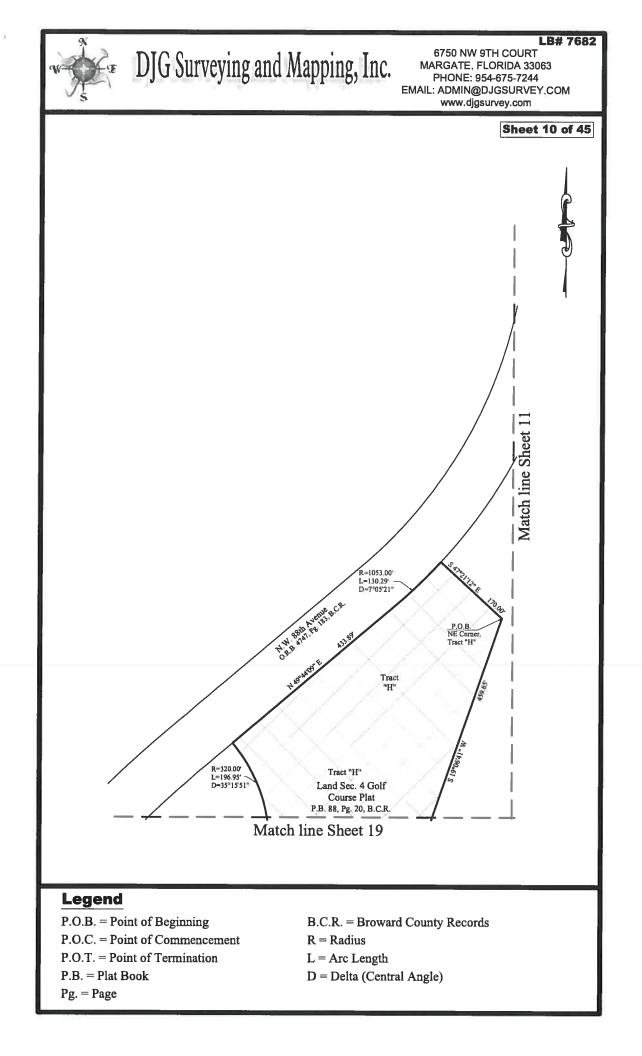


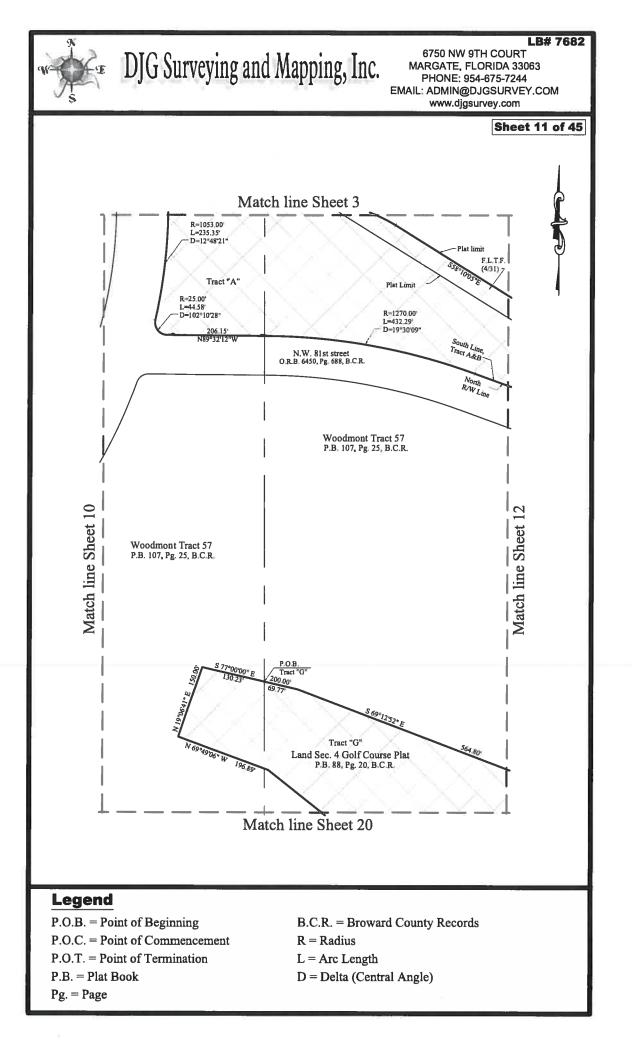


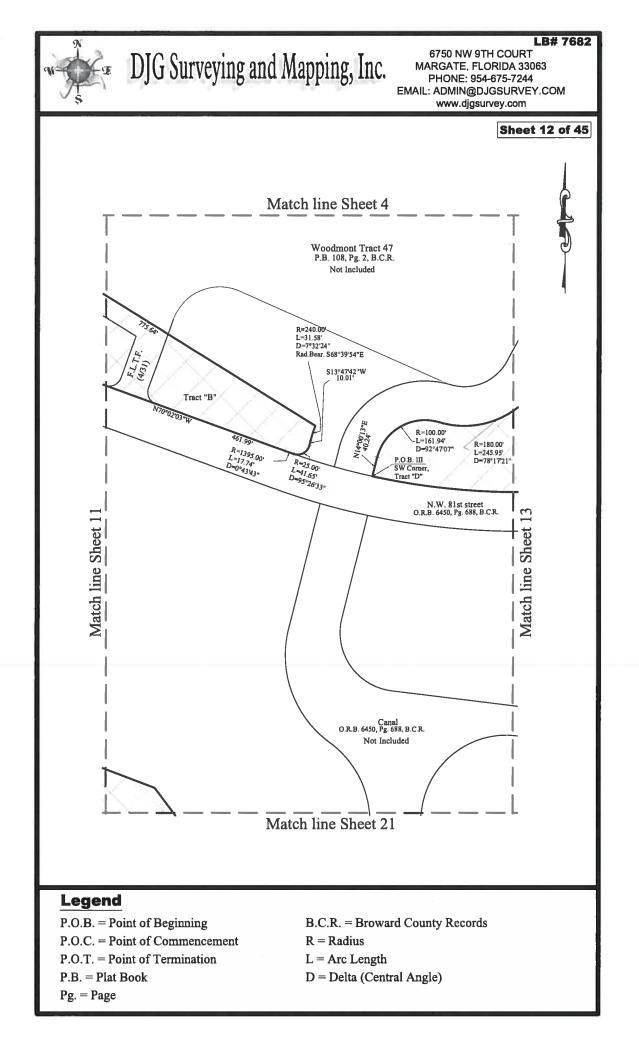


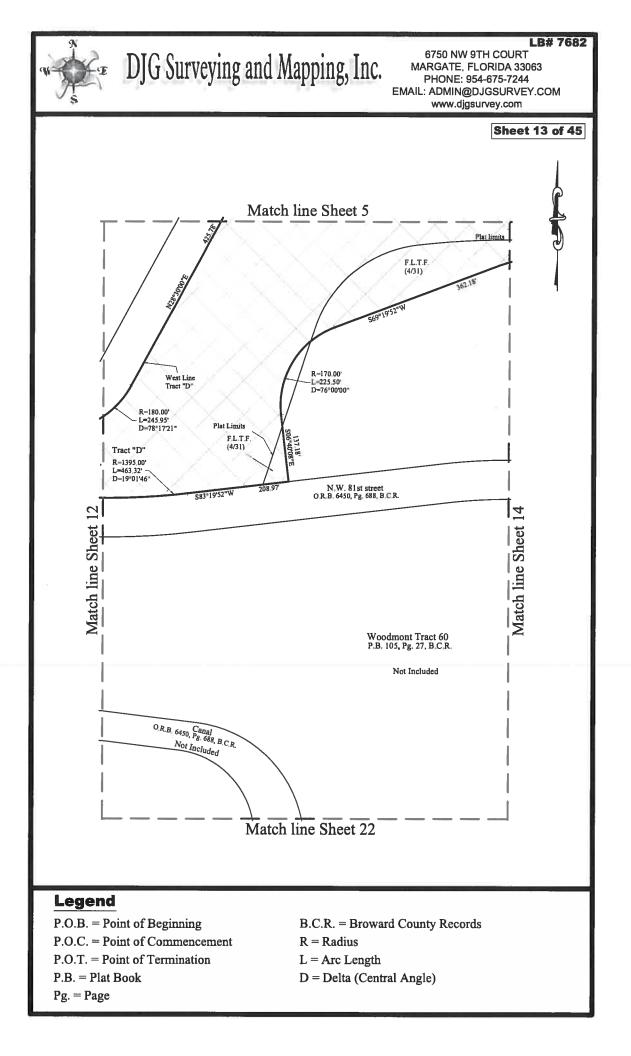


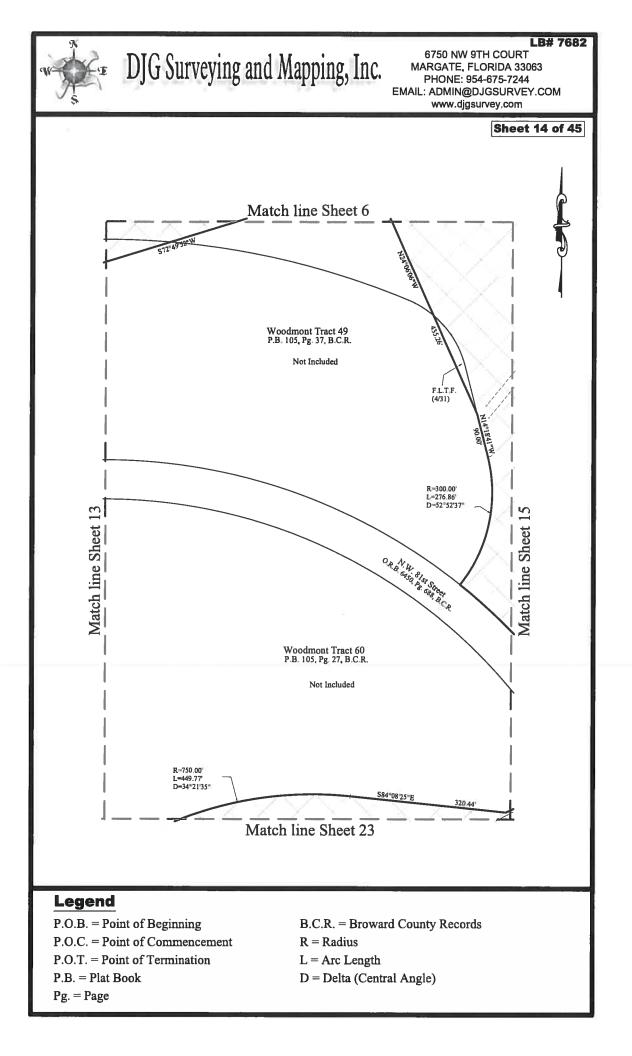


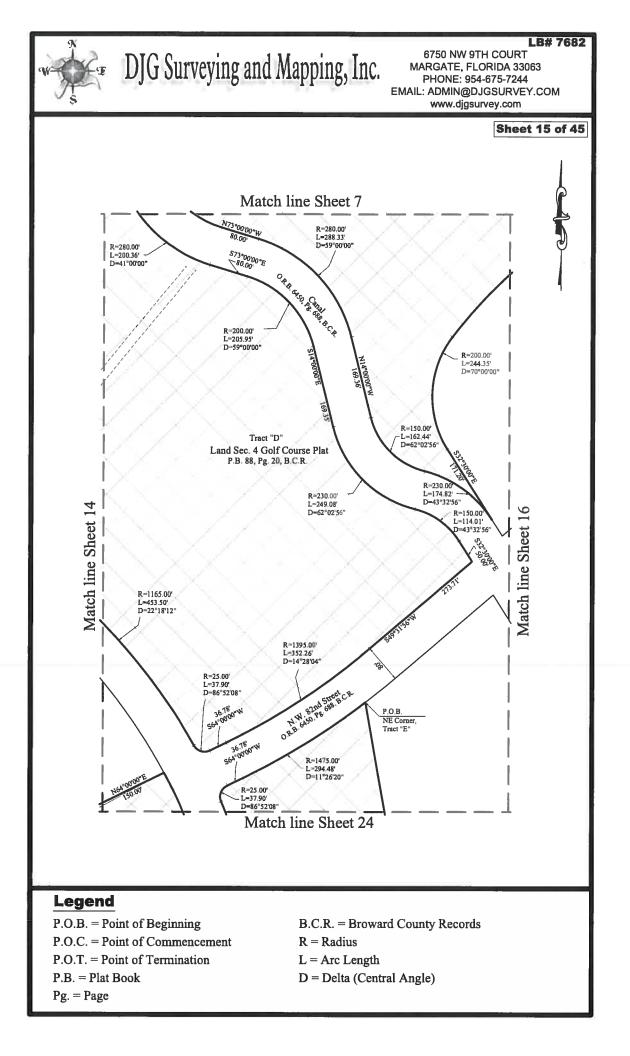


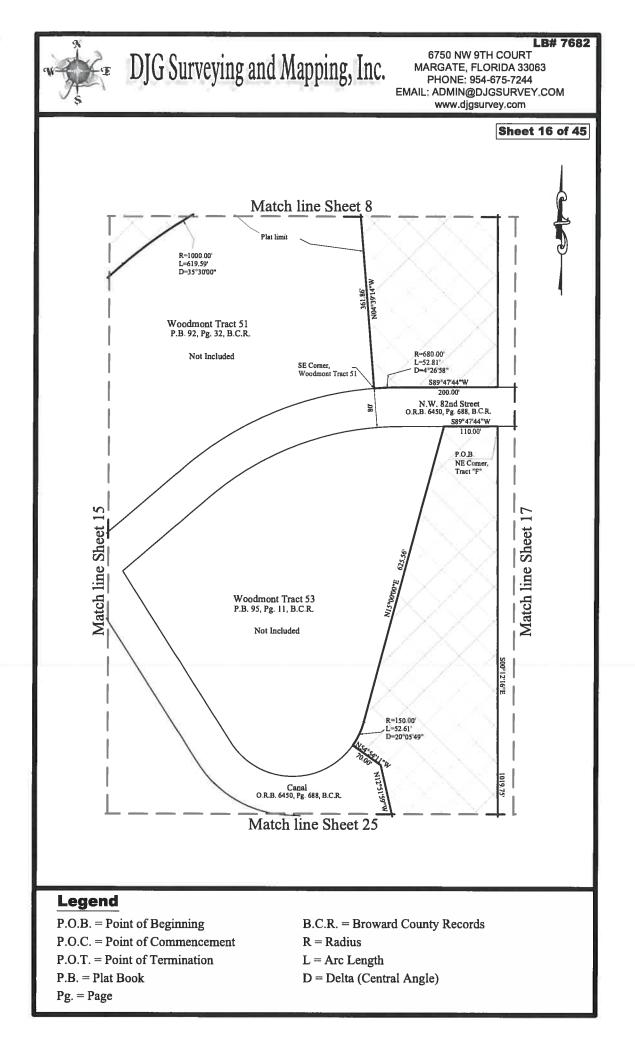


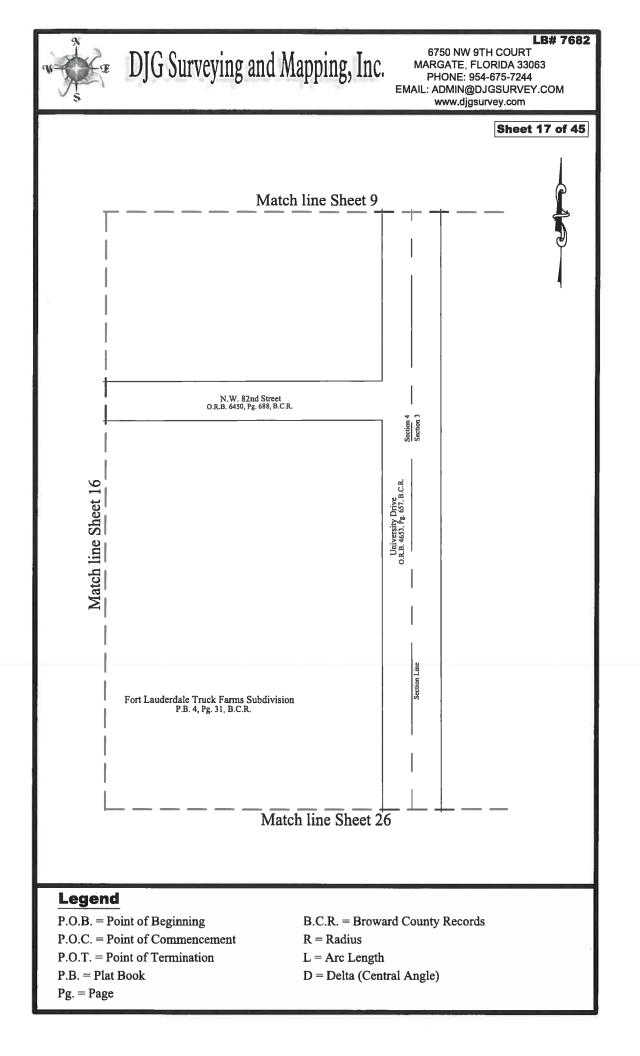


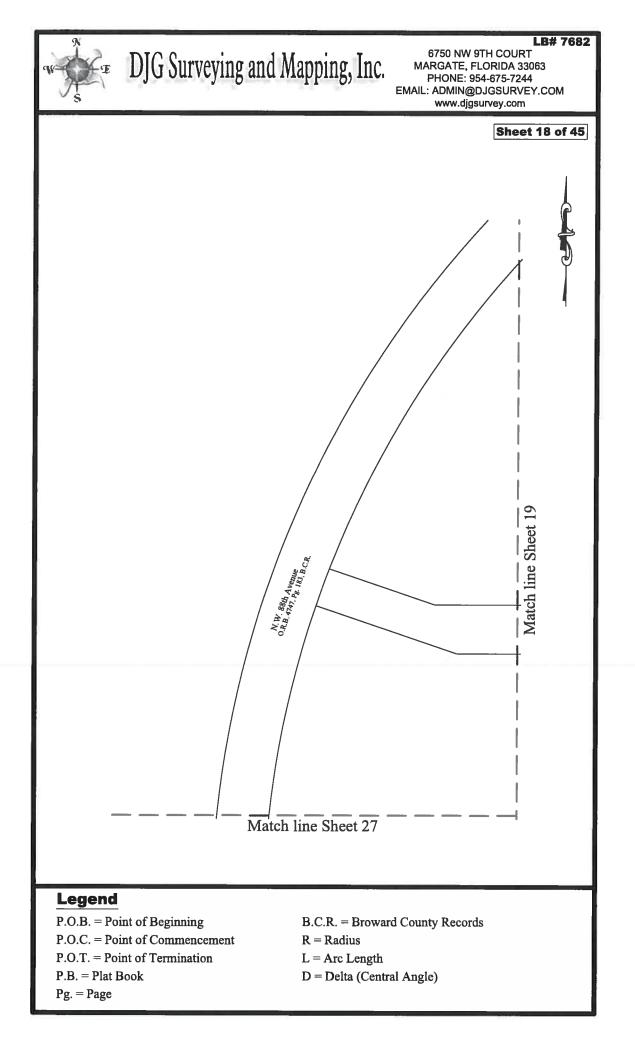


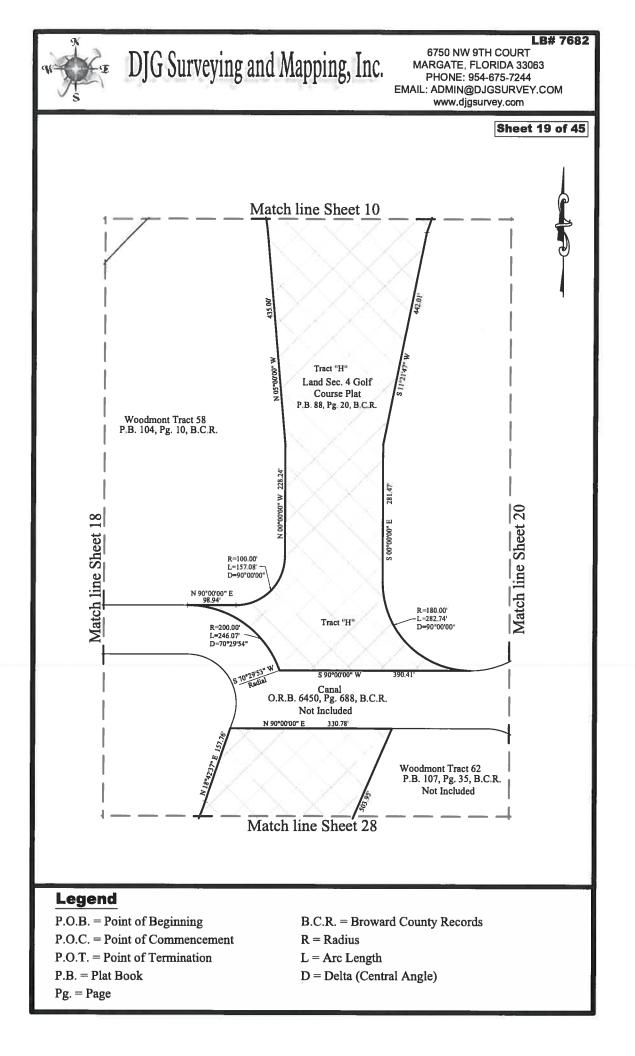


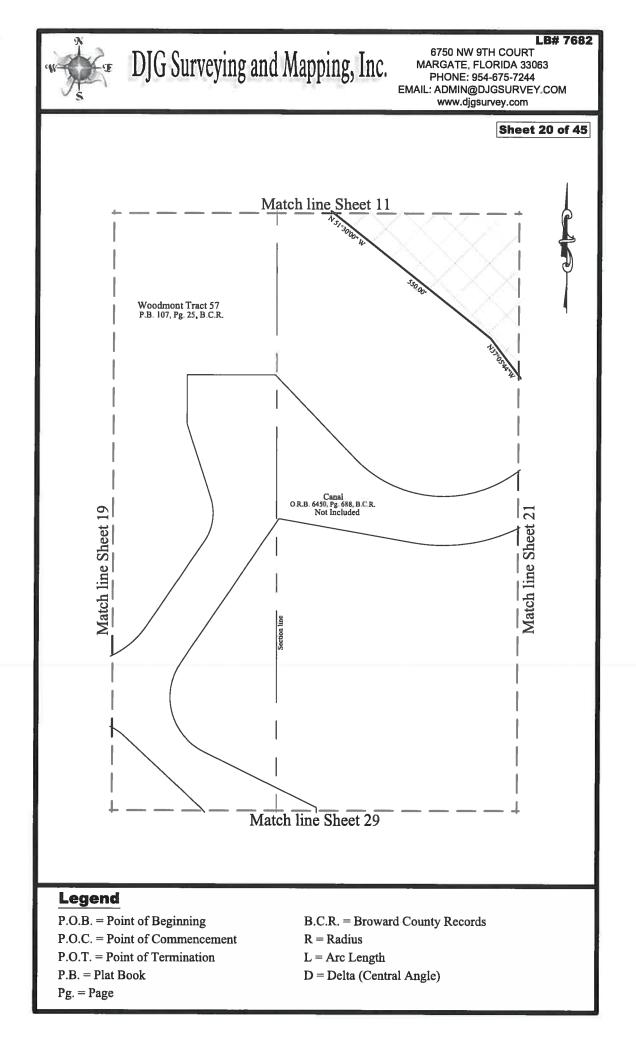


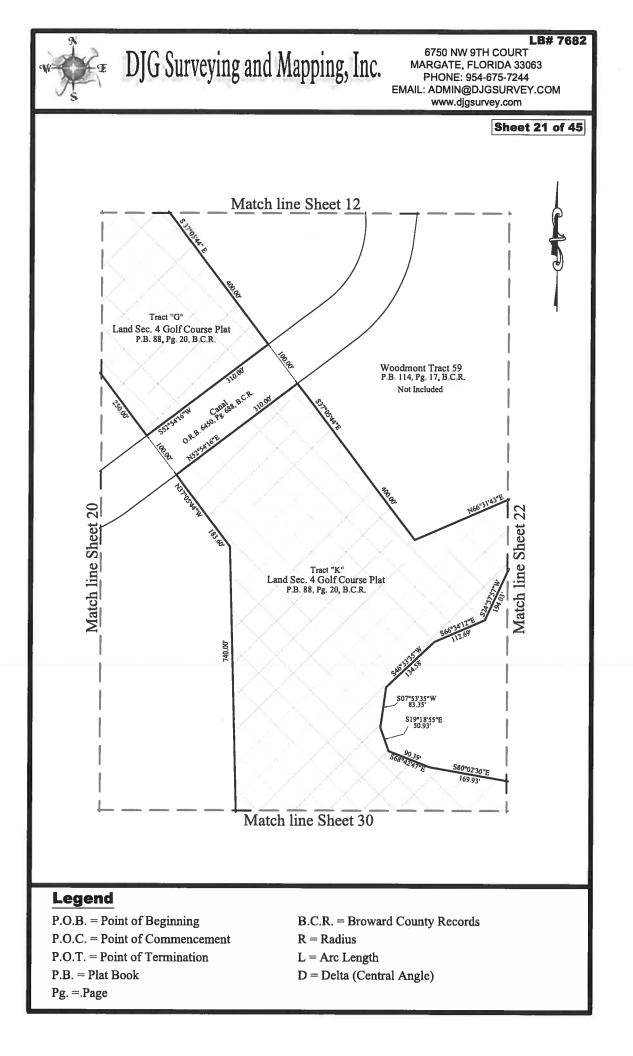


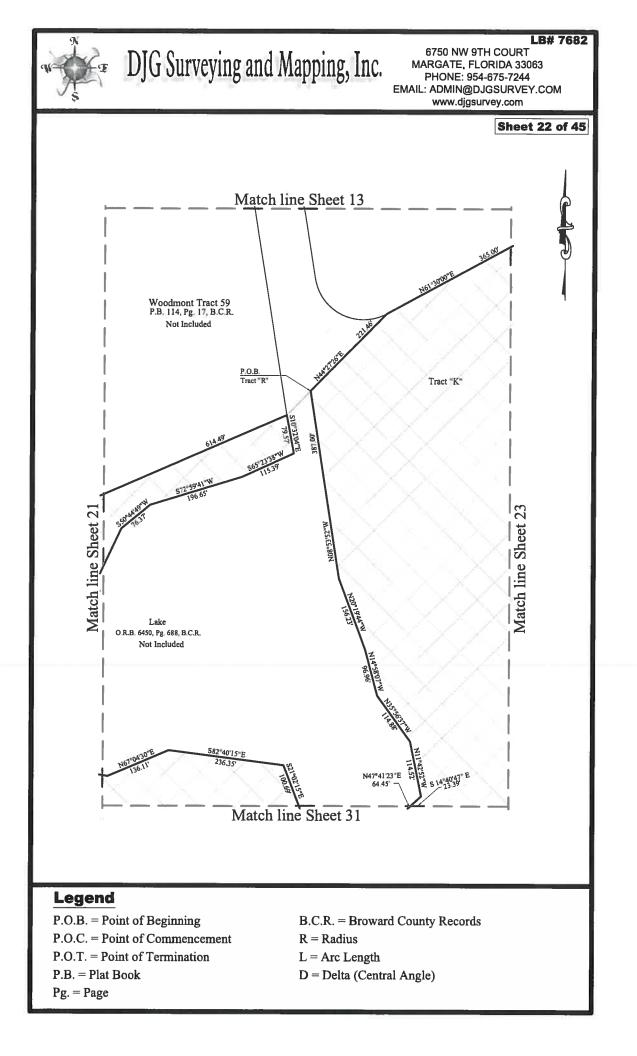


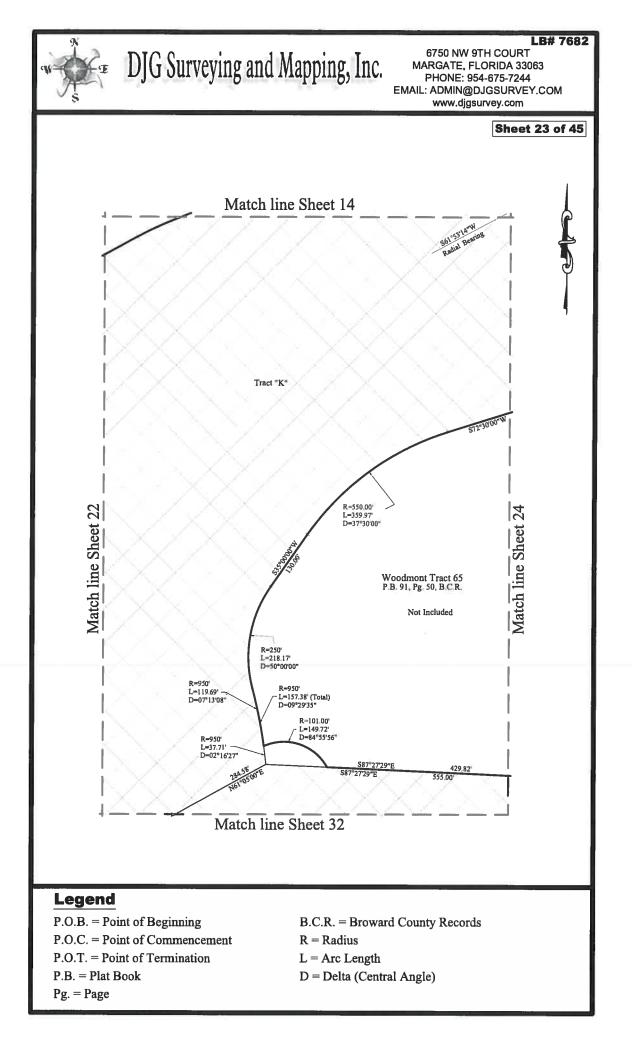


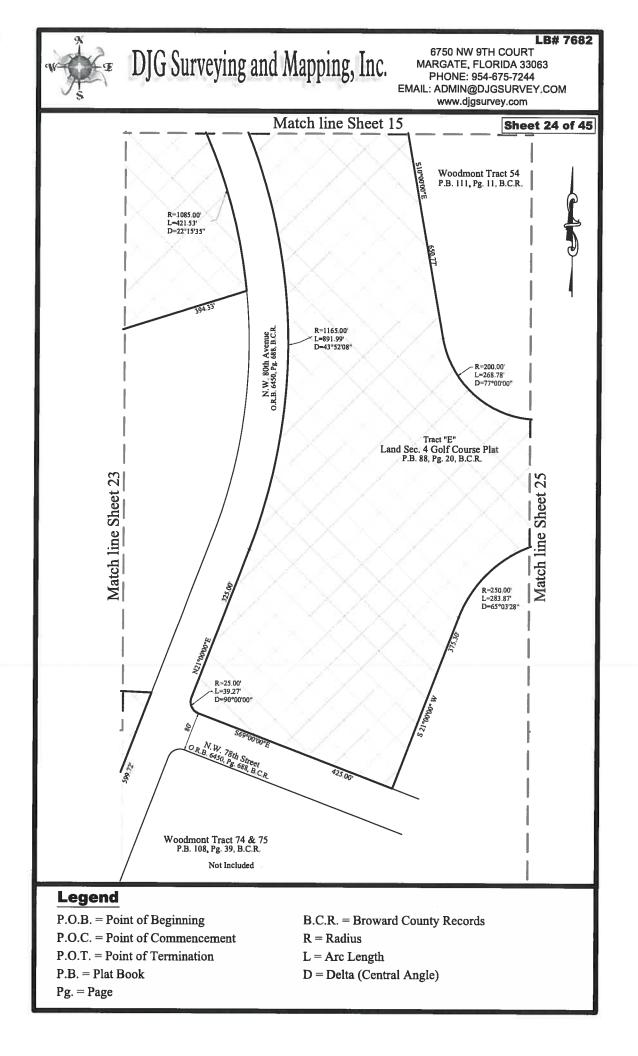


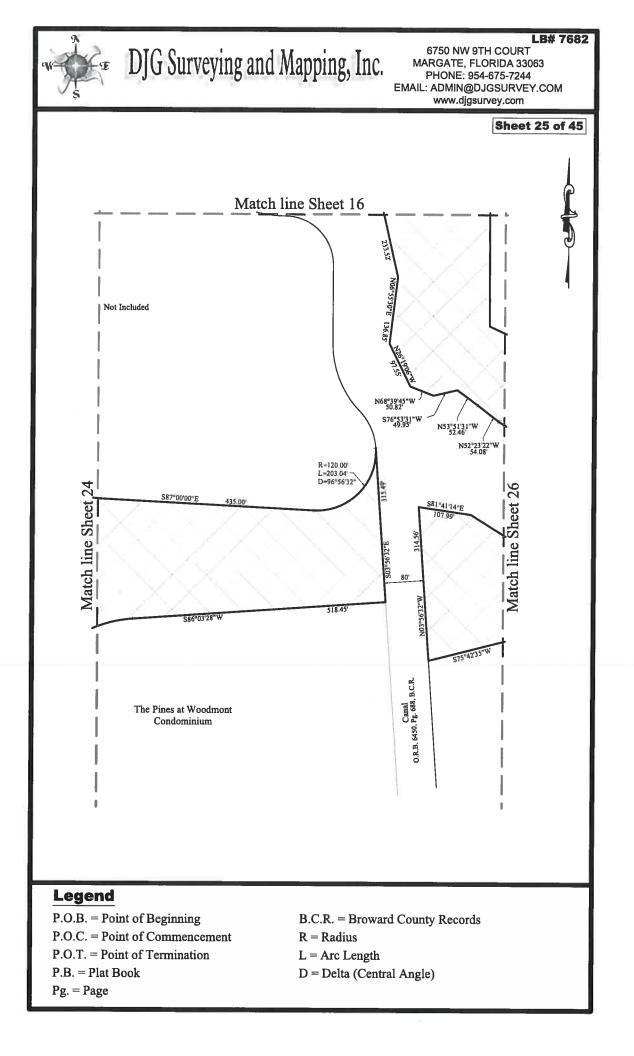


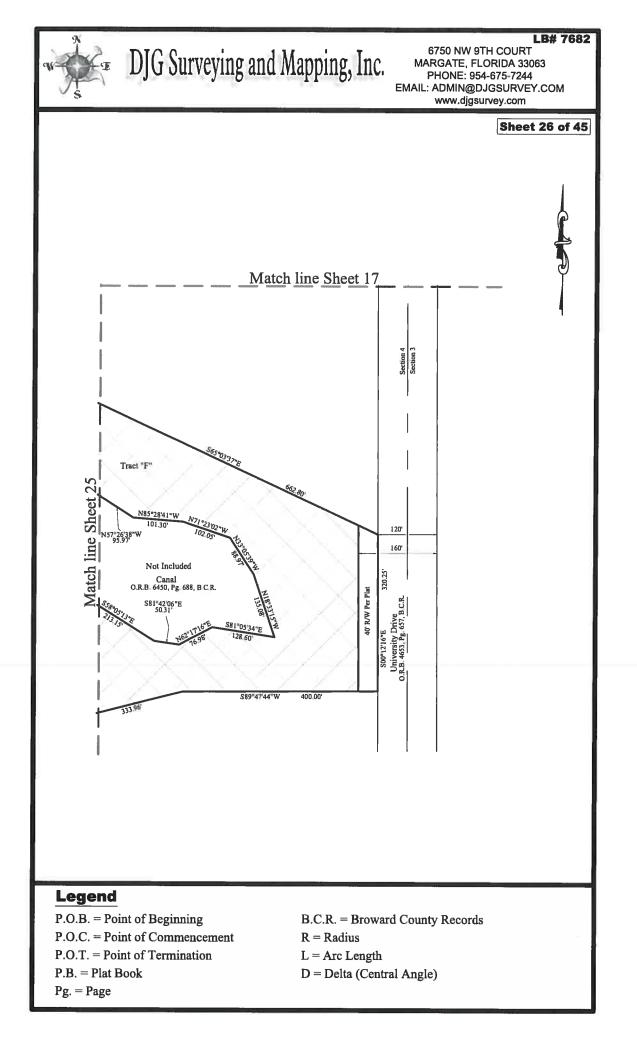


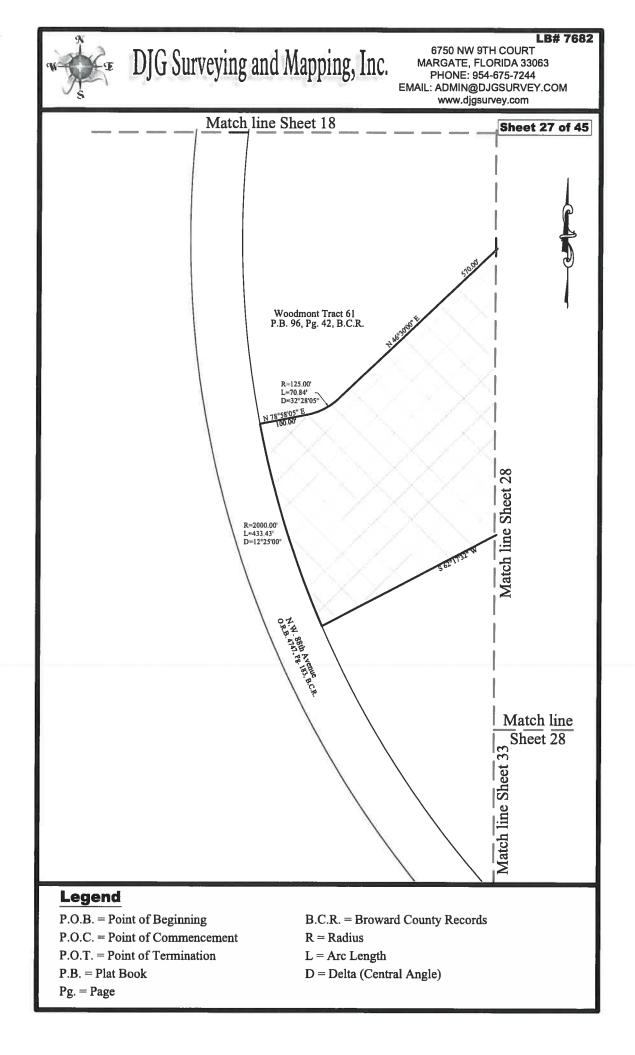


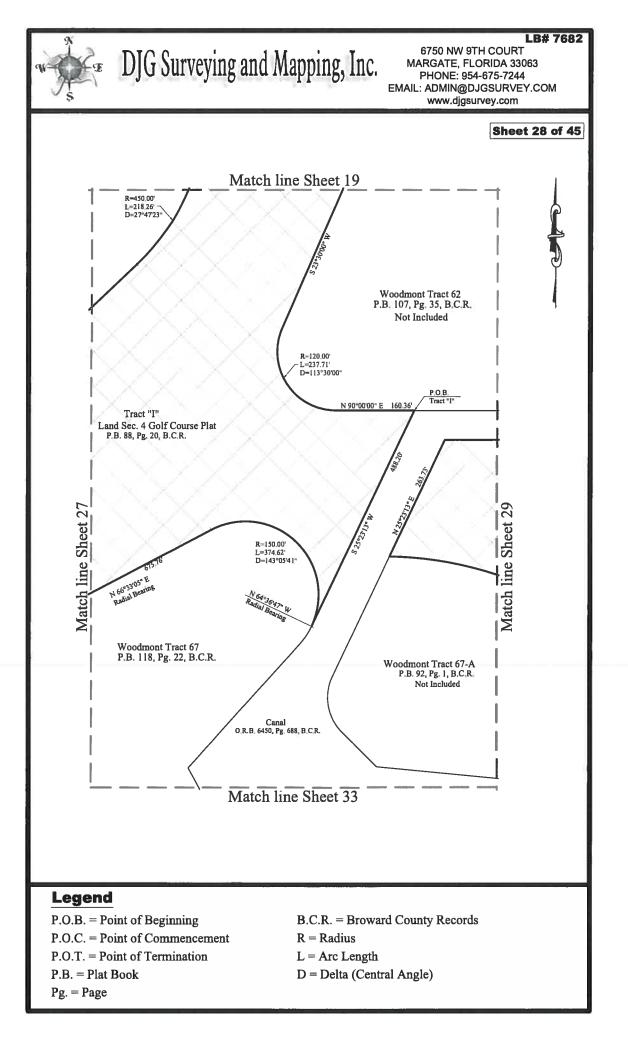


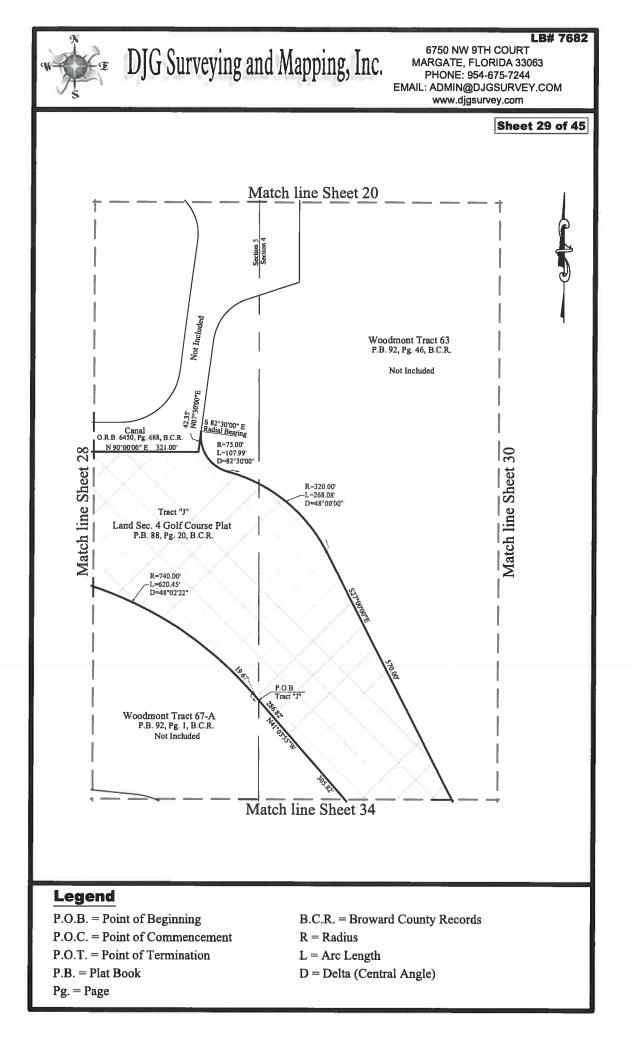


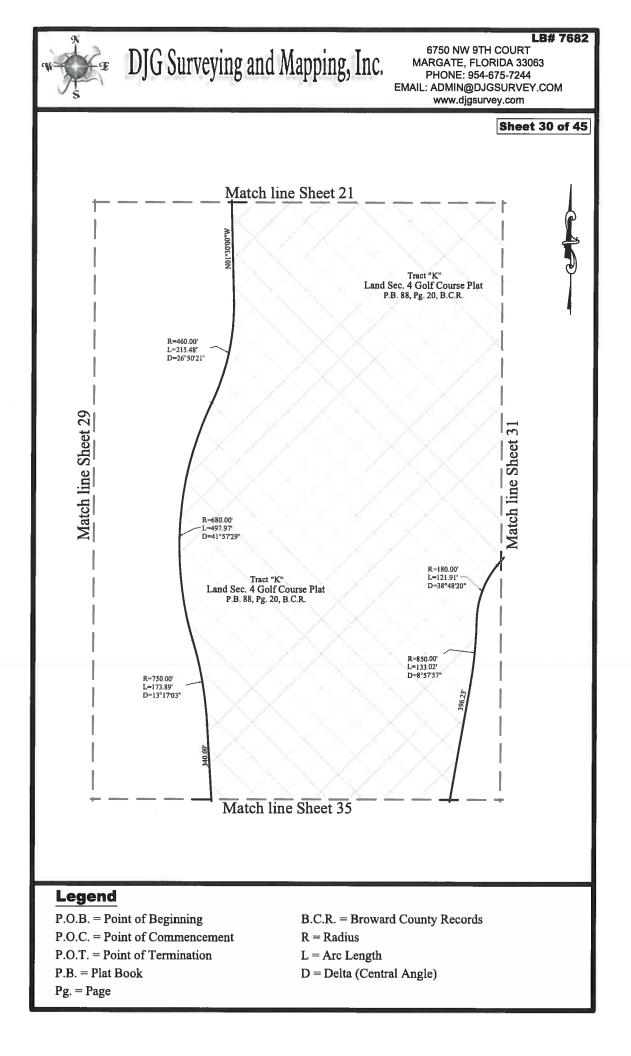


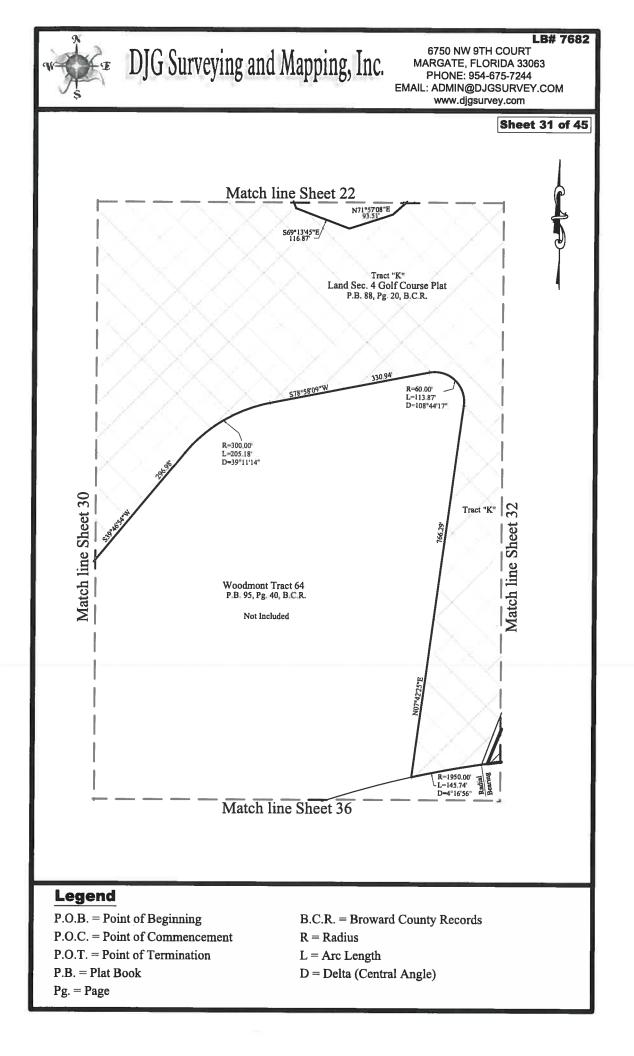


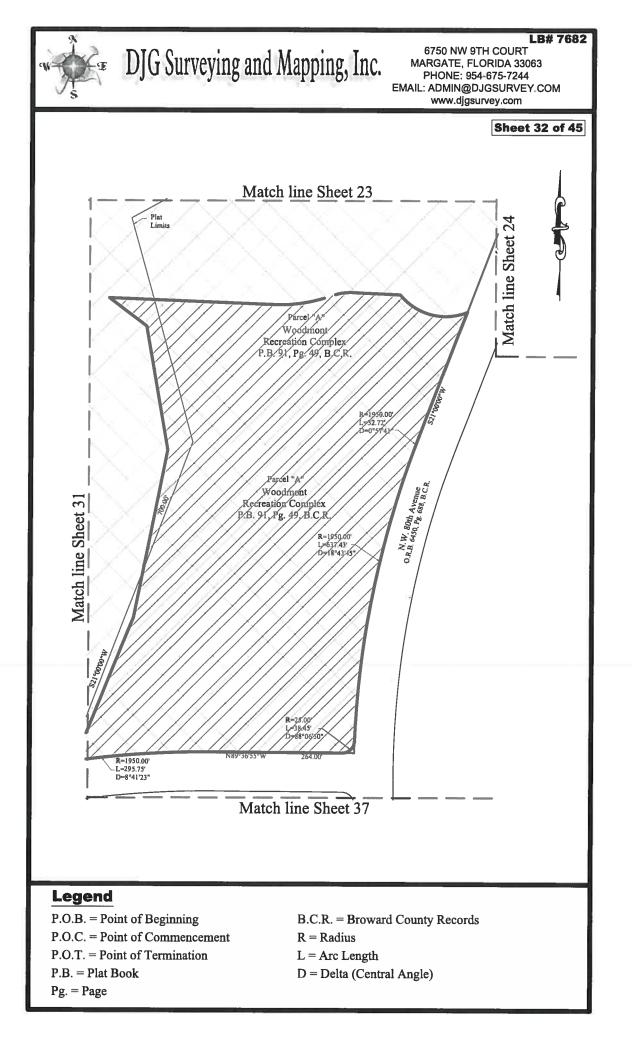


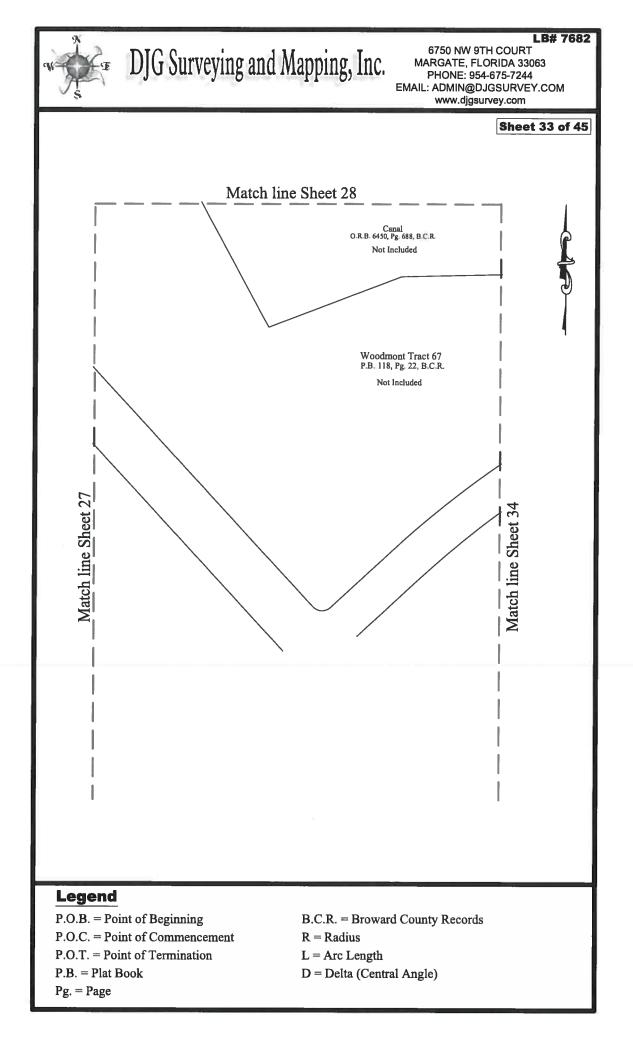


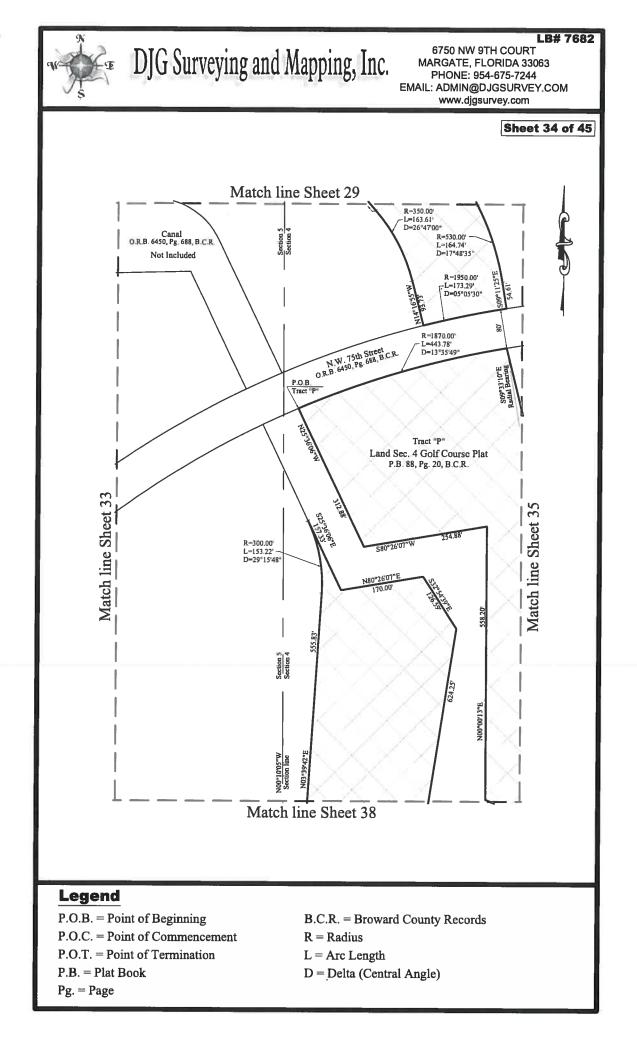


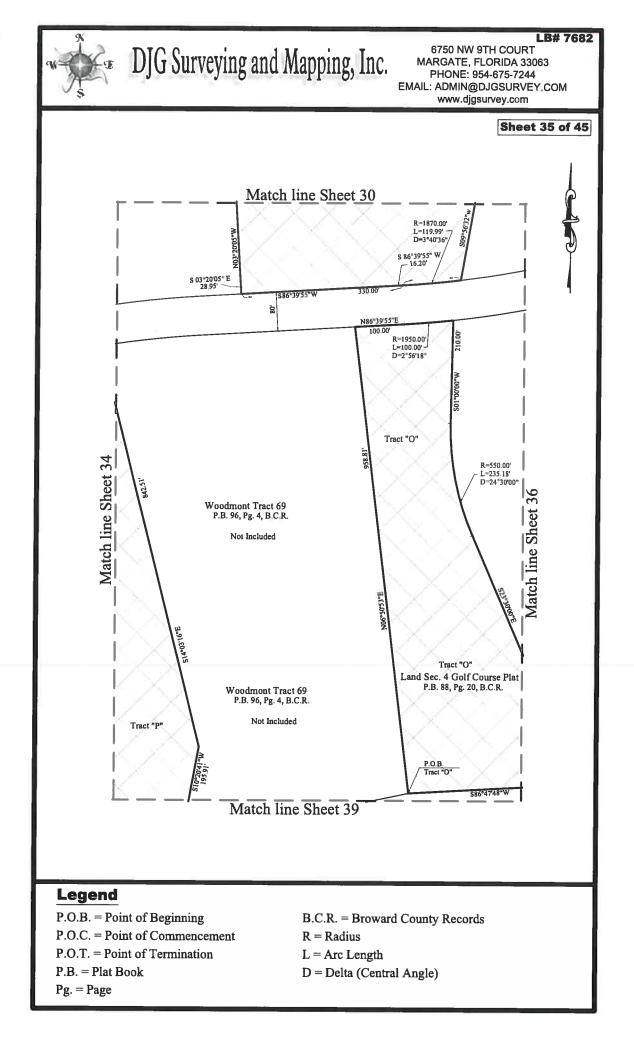


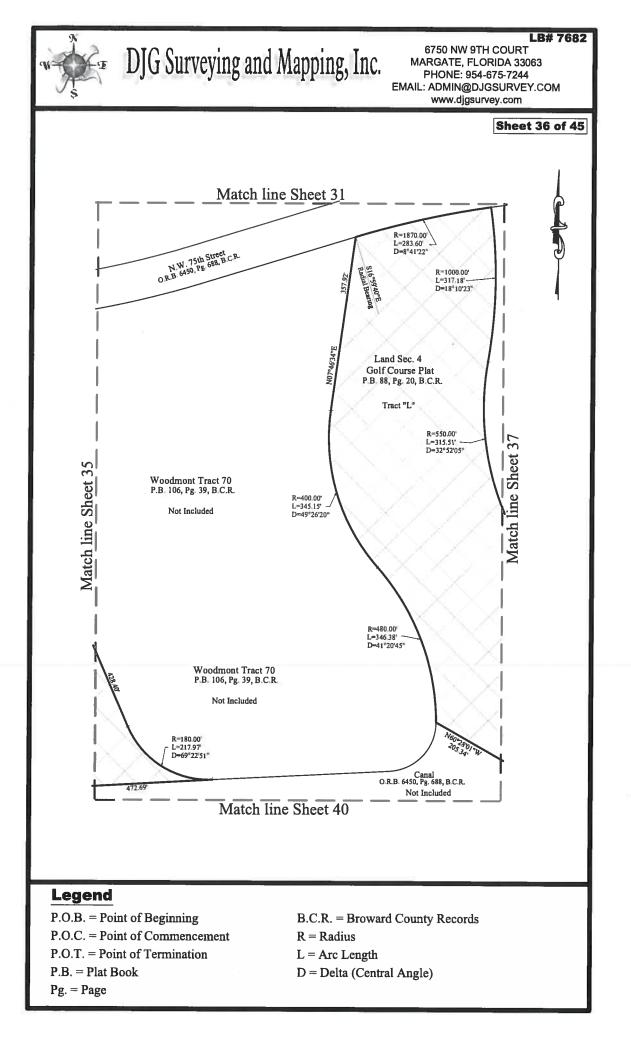


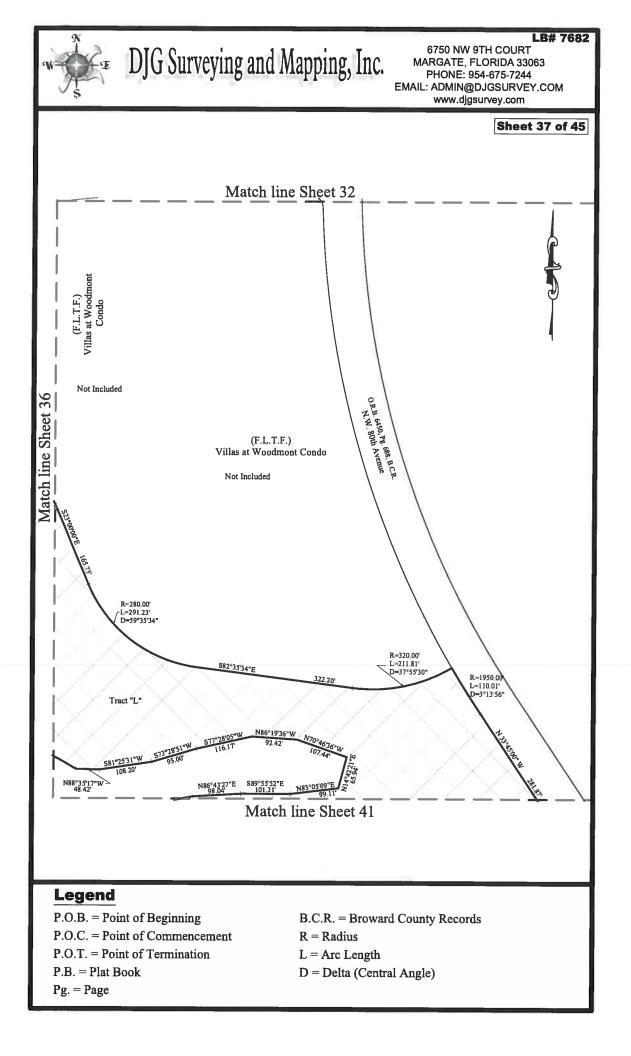


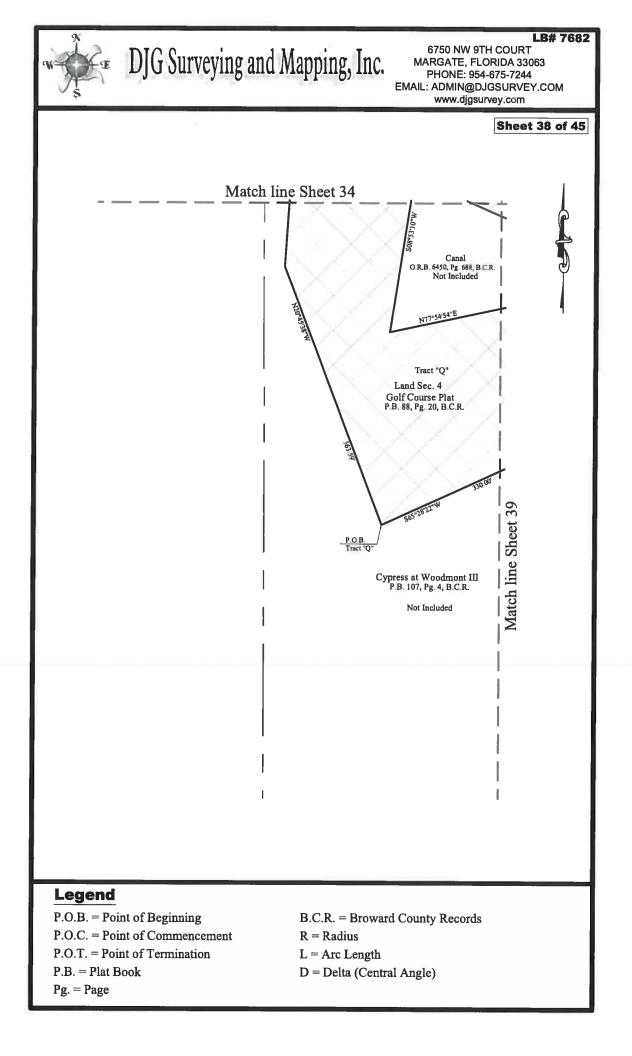


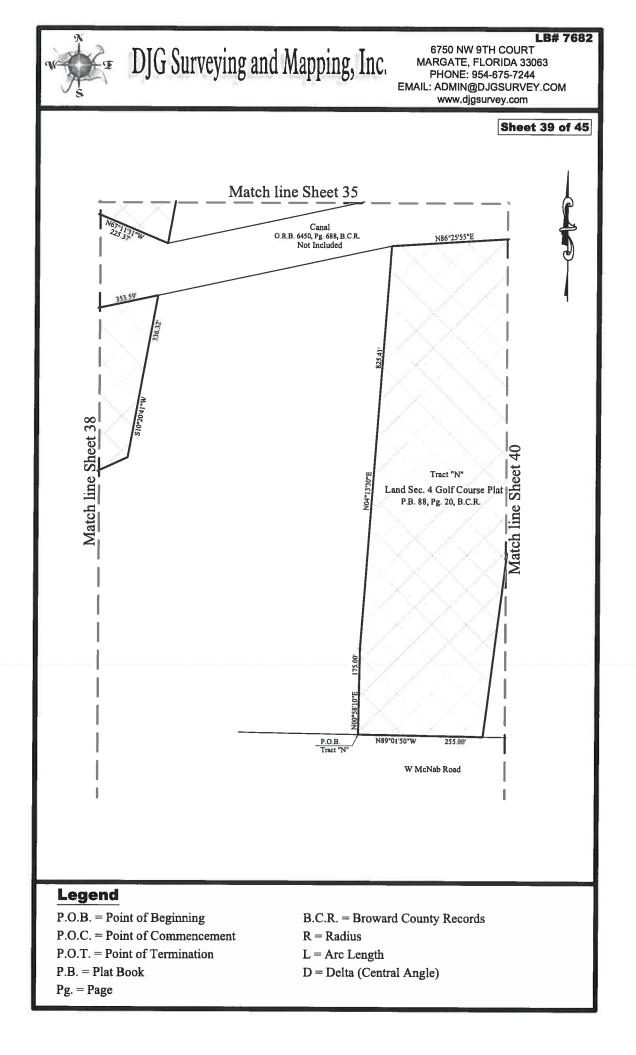


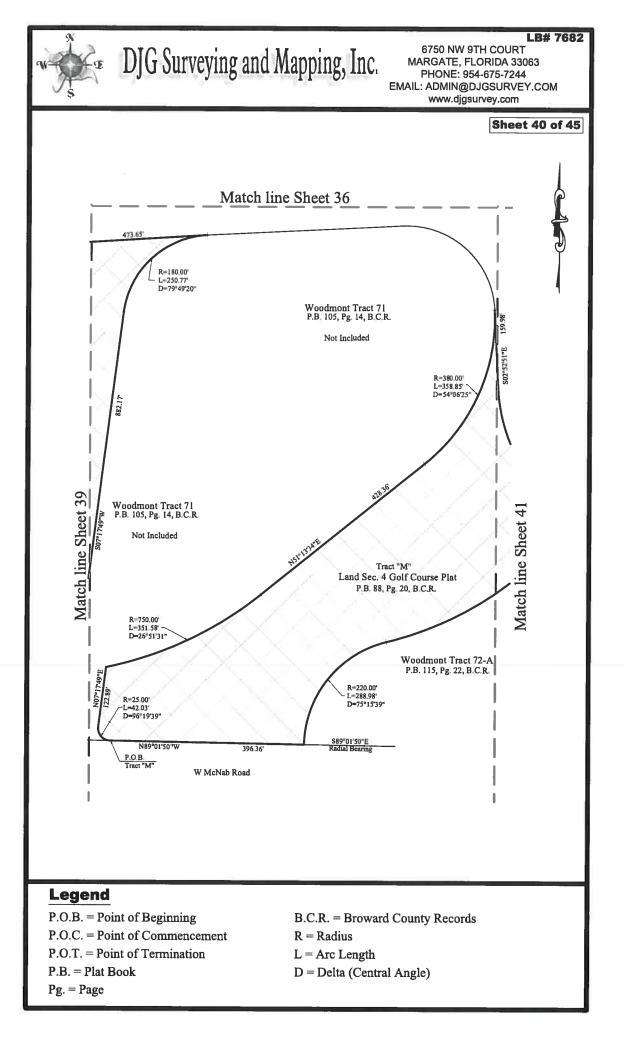


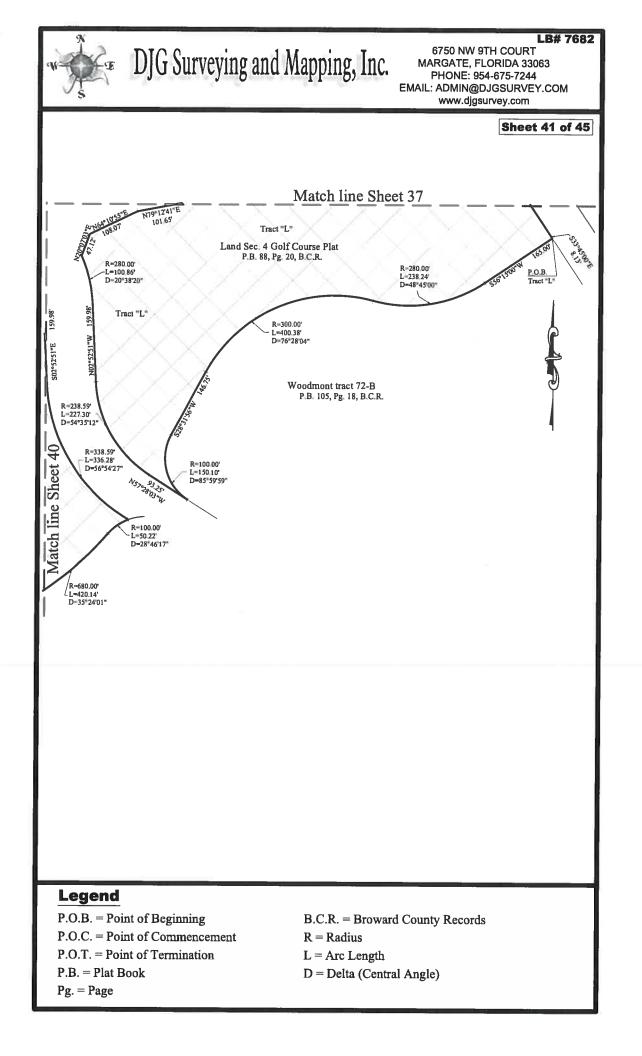


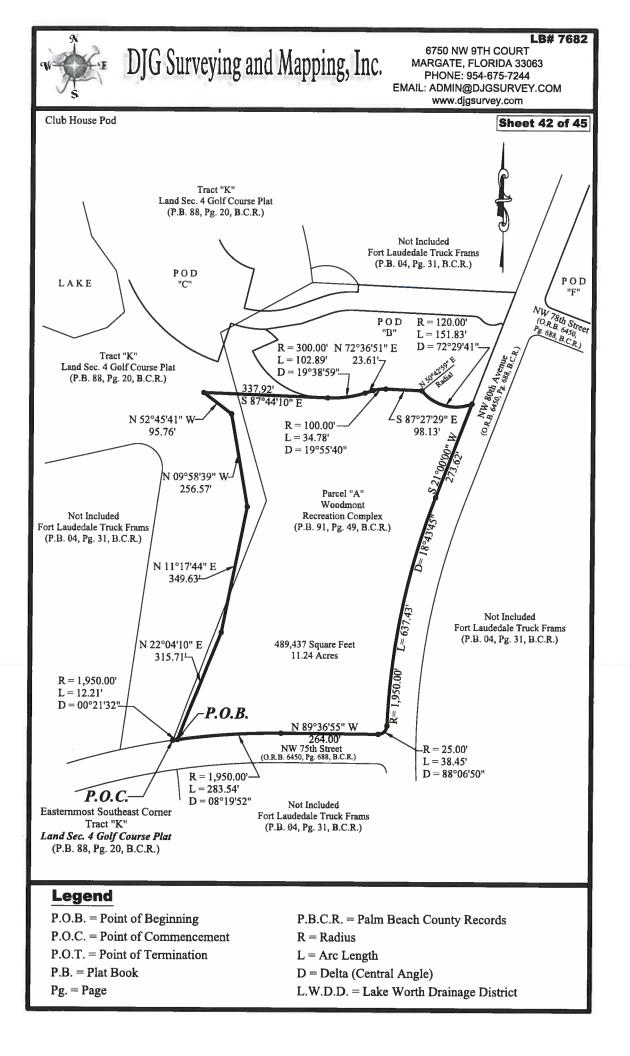














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LEGAL DESCRIPTION

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05"West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89"33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along South right of way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence Southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet: thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence Southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence Southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05" East, along said West boundary, 185.00 feet; thence South 84°10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of 7°32'24", an arc distance of 31.58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of 0°43'43", an arc distance of 17.74 feet; thence tangent to said curve North 70°02'03" West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of 19°30'09", an arc distance of 432.29 feet; thence tangent to said curve North 89°32'12" West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102°10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded on Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of 12°48'21", an arc distance of 235.35 feet; thence tangent to said curve North 00°10'05" West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°12'16" East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 89°47'44" West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of 4°26'58", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North 04°39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southeast having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 35°30'00", an arc distance of 19.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 61.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 61.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the act of a t



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LEGAL DESCRIPTION

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thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet; a delta of 43°32'56", an arc distance of 174.82 feet to a point of reverse curvature ; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62°02'56", an arc distance of 162.44 feet thence tangent to said curve North 14°00"00' West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet. a delta of 59°00'00", an arc distance of 288.33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200,00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32°00'00" West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34°45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7°03'03", an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72°24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°37'17", an arc distance of 46.14 feet; thence South 00°26'25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27°11'35", an arc distance of 94.92 feet; thence North 89°31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'48", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence Northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence Northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00", an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41°19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18°28'53", an arc distance of 182.25 feet; thence North 84°22'31" West, 79.51 feet; thence North 00°26'25" East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89°33'35" East, along the said South right-of-way, 1775.00 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

Beginning at the most southwesterly corner of said Tract D; thence North 14°00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78°17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28°30'00" East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of 18°12'02", an arc distance of 123.80 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet; thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right of way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet; thence tangent to said curve South 73°00'00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00" East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve , said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radially tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.88 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the North having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

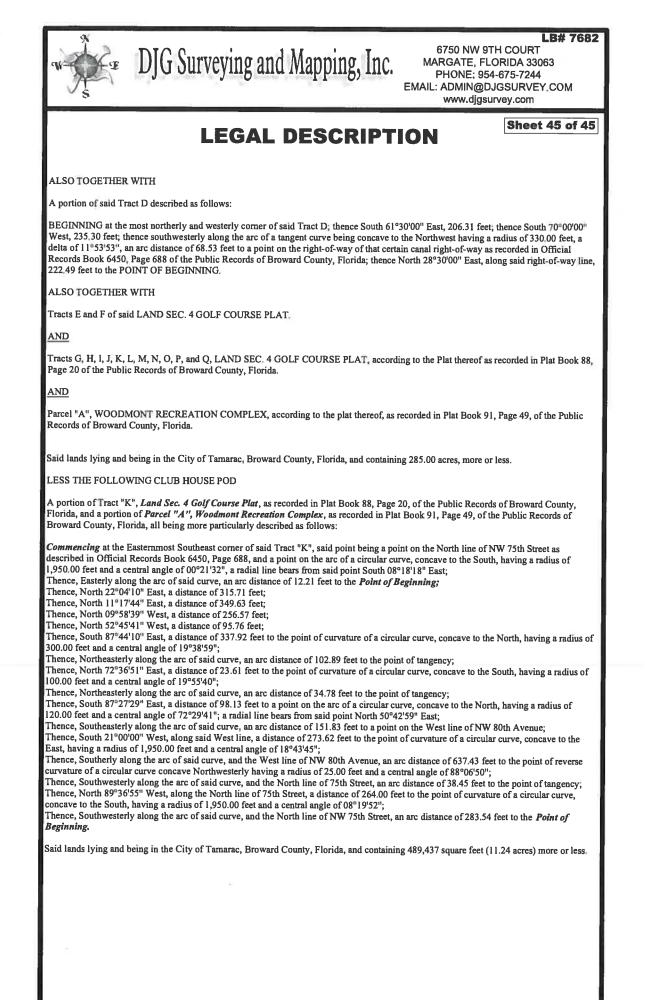


EXHIBIT "F-1"

CONSOLIDATED, AMENDED AND RESTATED AMENDMENT COVENANT

Return to: (enclose self-addressed stamped envelope)

This Instrument Prepared by:

Scott Backman, Esq. Dunay, Miskel, Backman & Blattner 14 SE 4th Street, Suite 36 Boca Raton, Florida 33432

SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR PROCESSING DATA CONSOLIDATED, AMENDED AND RESTATED COVENANT

THIS CONSOLIDATED, AMENDED AND RESTATED COVENANT made this ______ day of ______, 2014 ("Covenant") by the undersigned WOODMONT COUNTRY CLUB, INC., a Florida corporation, having an address at 7801 N.W. 80th Avenue, Tamarac, Florida 33321 ("Woodmont"), with the joinder and consent of the CITY OF TAMARAC, a Florida municipal corporation, having an address at 7525 N.W. 88th Avenue, Tamarac, Florida 33321 ("City").

WITNESSETH:

WHEREAS, Woodmont, as successor in interest by merger, is the fee simple owner of the lands described on Exhibit "A", attached hereto and made a part hereof ("Original Golf Course"), and

WHEREAS, the Original Golf Course was subject to that certain Covenant recorded in Official Records Book 6450, at Page 729, as affected by that certain Covenant recorded in Official Records Book 6890, at Page 26, as further affected by that certain Vacation of Covenant recorded in Official Records Book 8783, at Page 944, as further affected by that certain Covenant recorded in Official Records Book 8898, at Page 440, as further affected by that certain Covenant recorded in Official Records Book 9345, at Page 773, as further affected by that certain Covenant recorded in Official Records Book 9345, at Page 773, as further affected by that certain Covenant recorded of Covenant recorded in Official Records Book 9345, at Page 773, as further affected by that certain Corrective Vacation of Covenant recorded in Official Records Book 9455, at Page 783, each of the foregoing being recorded amongst the Public Records of Broward County, Florida (collectively, the "Consolidated Covenant"); and

WHEREAS, Woodmont desires to amend and restate the Consolidated Covenant in its entirety with this Covenant by releasing certain lands from the Consolidated Covenant legally described on <u>Exhibit "B"</u>, attached hereto and made a part hereof ("Released Lands"), and replacing the legal description of the Original Golf Course with the legal description of the new golf course, as legally described on <u>Exhibit "C"</u> attached hereto and made a part hereof ("New Golf Course"); and

WHEREAS, Woodmont is desirous of assuring the owners of residential properties in the neighborhood of the New Golf Course and City that the New Golf Course shall be used for golf course and open space purposes; and

WHEREAS, City is desirous of joining into and consents to this Covenant to amend and restate the Consolidated Covenant in its entirety pursuant to Resolution ______, attached hereto and made a part hereof as Exhibit "D" (the "Resolution"); and

NOW, THEREFORE, the undersigned as owner of the New Golf Course hereby covenants and agrees as follows:

1. The New Golf Course shall be maintained and only used as a golf course, country club or other permitted open space and recreation uses, which may include a clubhouse, pro shop, locker room, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, putting greens, golf driving ranges and all other incidental uses thereto. This Covenant shall continue for a period of Ninety-Nine (99) years, unless released or amended by the City Commission of the City of Tamarac, Florida, or its successors with the consent of seventy-five (75) percent of the property owners who are located within one hundred fifty (150) feet of the exterior boundaries of the New Golf Course.

2. This Covenant shall inure to the benefit of all property owners in the City of Tamarac.

3. The restrictions set forth in this Covenant regarding the use of the New Golf Course shall in no manner create an obligation on the part of Woodmont, or its successors or assigns, to operate the golf course or recreational facilities.

4. The restrictions set forth in this Covenant shall be subject to any present or future grants of easements, licenses, fee title or other rights to use the New Golf Course to public utility companies so long as such grant(s) of easements, licenses, fee title or the rights to use said New Golf Course do not interfere with the use of the New Golf Course for golf or recreational purposes.

5. The restrictions set forth in this Covenant shall be subject to any present or future grants of easements, licenses, fee title or other right to use the New Golf Course to the public or to any public entity such as a municipal corporation so long as such grant(s) of easements, licenses, fee title or other rights to use said lands do not interfere with the use of the New Golf Course for golf or recreational purposes.

6. This Covenant shall constitute a covenant running with the land and shall be binding upon the undersigned and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns.

7. Notwithstanding anything contained herein, neither this Covenant, nor any provision hereof, may be waived, modified, amended, discharged, or terminated, except by an instrument in writing signed by both Woodmont and City or their respective successors and/or assigns; provided, however, in the event there are minor modifications to the legal description for

the New Golf Course required to correct the legal description attached hereto as Exhibit C, such corrections shall not require the joinder and consent of City to amend this Covenant. A minor modification shall be defined as a change to the legal description that does not materially alter the location or size of the property.

8. The Released Lands are hereby released from the Consolidated Covenant and not restricted or encumbered by this Covenant.

9. The Consolidated Covenant is hereby amended and restated in its entirety and superseded by this Covenant as set forth herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of ____, 2014.

Signed, sealed and delivered in the presence of:

WOODMONT COUNTRY CLUB, INC., a Florida corporation

By:	
Name:	
Title:	
Date:	

STATE OF FLORIDA)) SS: COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by ______, the ______ of WOODMONT COUNTRY CLUB, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of ______, 2014.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

JOINDER AND CONSENT OF THE CITY OF TAMARAC

The City of Tamarac does hereby join in and consent to the terms of this Covenant for the purposes approving the amendment and restatement of the Consolidated Covenant in its entirety pursuant to the Resolution of the City, attached hereto and made a part hereof as <u>Exhibit "D"</u>.

CITY OF TAMARAC:

	Harry Dressler, Mayor
WITNESS – PRINT NAME	Date:
	Michael Cernech, City Manager
WITNESS – PRINT NAME	Date:
ATTEST:	Approved as to form and legal sufficiency:
Pat Teufel City Clerk	Samuel S. Goren, City Attorney
Date:	Date:

STATE OF FLORIDA)) ss: COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Harry Dressler, as Mayor of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. She is personally known to me or has produced ______ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2014.

Notary Public, State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary Public

STATE OF FLORIDA

) ss: COUNTY OF BROWARD)

)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael Cernech, as City Manager of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or has produced ______ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2014.

Notary Public, State of Florida

My Commission Expires:

Typed, printed or stamped name of Notary Public

EXHIBIT "A" TO CONSOLIDATED, AMENDED AND RESTATED COVENANT

ORIGINAL GOLF COURSE

PARCEL 1:

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida; and

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

PARCEL 2:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line. 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary. 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05"

East, along said West boundary, 185.00 feet; thence South 84°10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of 7°32'24", an arc distance of 31. 58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly rightof-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County. Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of 0°43'43", an arc distance of 17.74 feet; thence tangent to said curve North 70°02'03" West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of 19°30'09", arc distance of 432.29 feet; thence tangent to said curve North 89°32'12" West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102°10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of 12°48'21", an arc distance of 235.35 feet; thence tangent to said curve North 00°10'05" West, along said West boundary of Tract A. 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

PARCEL 3:

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°12'16" East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 89°47'44" West, along said northerly right-of-way line and along the South boundary of said Tract C. 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of 4°26'58", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North 04°39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of 35°30'00". an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 244.35 feet; thence tangent to said curve South 32°30'00" East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of 43°32'56", an arc distance of

174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62°02'56", an arc distance of 162.44 feet thence tangent to said curve North 14°00'00" West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 59°00'00", an arc distance of 288.33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32°00'00" West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34°45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7°03'03", an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72°24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°37'17", an arc distance of 46.14 feet; thence South 00°26'25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27°11'35", an arc distance of 94.92 feet; thence North 89°31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'43", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00". an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41°19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18°28'53", an arc distance of 182.25 feet; thence North 84°22'31" West, 79.51 feet; thence North 00°26'25" East. 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89°33'35" East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

PARCEL 4:

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North 14°00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78°17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28°30'00" East, 425.78 feet to a point on the arc of a non-tangent curve

(radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of 18°12'02", an arc distance of 123.89 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet; thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet; thence tangent to said curve South 73°00'00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00" East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Rook 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet: thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

PARCEL 5:

A portion of said Tract D LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded In Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

PARCEL 6:

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

ALSO KNOWN AS:

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

COMMENCING at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05" West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along said South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of $90^{\circ}00'00''$, an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary. 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East): thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South $00^{\circ}10'05''$ East, along said West boundary, 185.00 feet; thence South 84°10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence Southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of 7°32'24", an arc distance of 31.58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly rightof-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County. Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of

1395.00 feet, a delta of 0°43'43", an arc distance of 17.74 feet; thence tangent to said curve North 70°02'03" West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of 19°30'09", arc distance of 432.29 feet; thence tangent to said curve North 89°32'12" West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102°10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of 12°48'21", an arc distance of 235.35 feet; thence tangent to said curve North 00°10'05" West, along said West boundary of Tract A. 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°12'16" East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 89°47'44" West, along said northerly right-of-way line and along the South boundary of said Tract C. 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of 4°26'58", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North 04°39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 1000.00 feet, a delta of 35°30'00", an arc distance of 619.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 244.35 feet; thence tangent to said curve South 32°30'00" East, along said boundary of WOODMONT TRACT 51, 171.20 feet to a point of cusp; thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet, a delta of 43°32'56", an arc distance of 174.82 feet to a point of reverse curvature; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62°02'56". an arc distance of 162.44 feet thence tangent to said curve North 14°00'00" West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 59°00'00", an arc distance of 288.33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32°00'00" West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34°45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7°03'03", an arc distance of 32.00 feet to a point of reverse

curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72°24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°37'17", an arc distance of 46.14 feet; thence South 00°26'25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27°11'35", an arc distance of 94.92 feet; thence North 89°31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'43", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00", an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41°19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18°28'53", an arc distance of 182.25 feet; thence North 84°22'31" West, 79.51 feet; thence North 00°26'25" East. 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89°33'35" East, along the said South right-of-way line, 1775.00 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most southwesterly corner of said Tract D; thence North 14°00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78°17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28°30'00" East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of 18°12'02", an arc distance of 123.89 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet; thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right-of-way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet; thence tangent to said curve South 73°00'00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00" East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet; thence westerly along the arc of a tangent curve said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Rook 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radically tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.86 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve said curve being concave to the North, having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 01°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded In Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

TRACTS E and F of said LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

Said lands situate, lying and being in Broward County, Florida.

AND

Tracts G, H, I, J, K, L, M, N, O, P and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida.

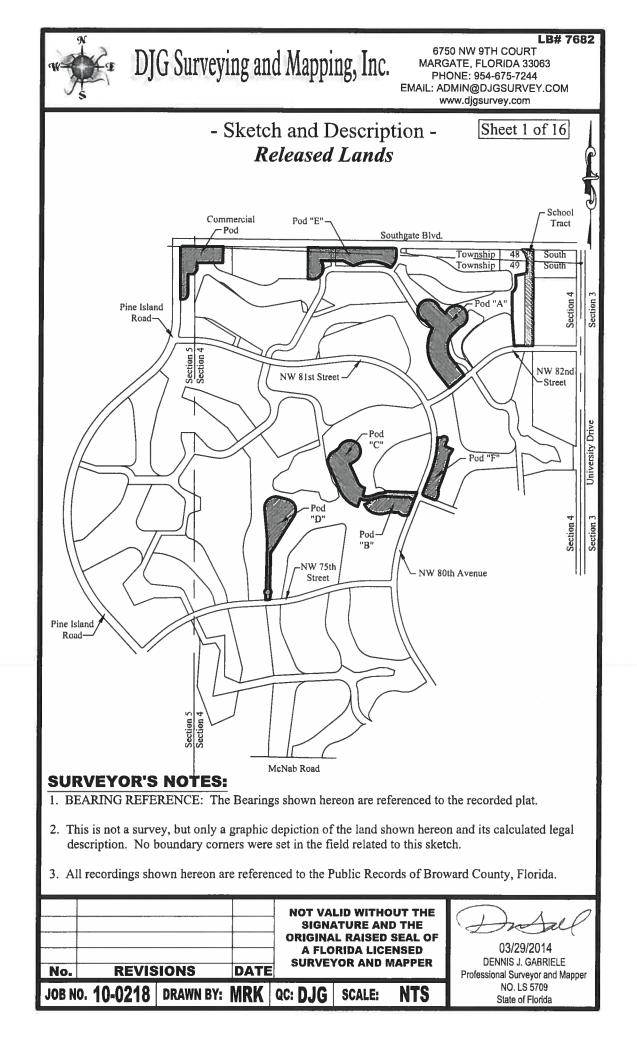
Said lands situate, lying and being in Broward County, Florida.

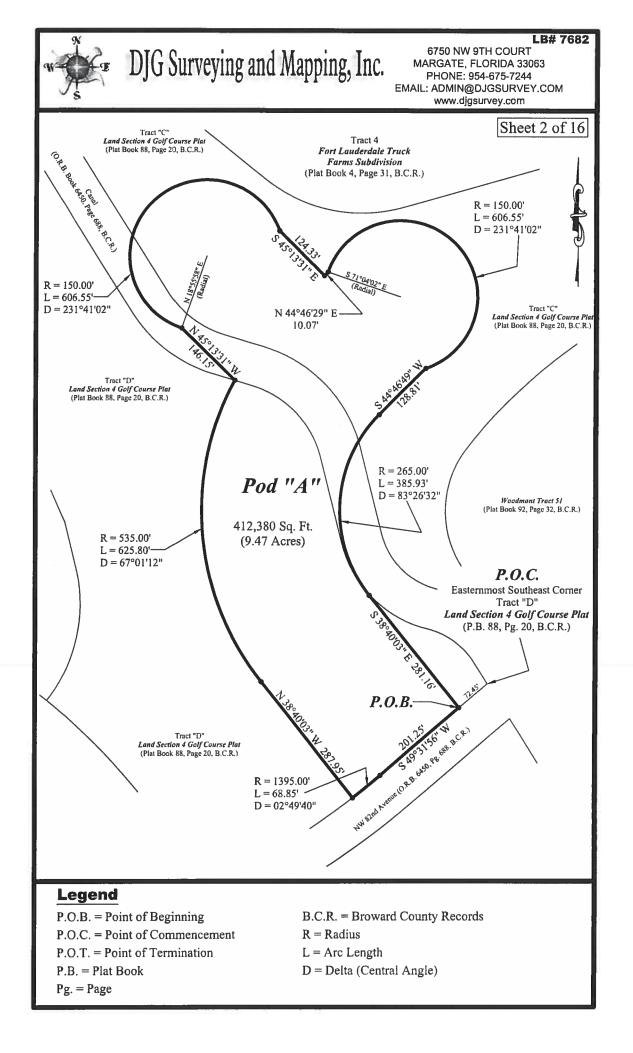
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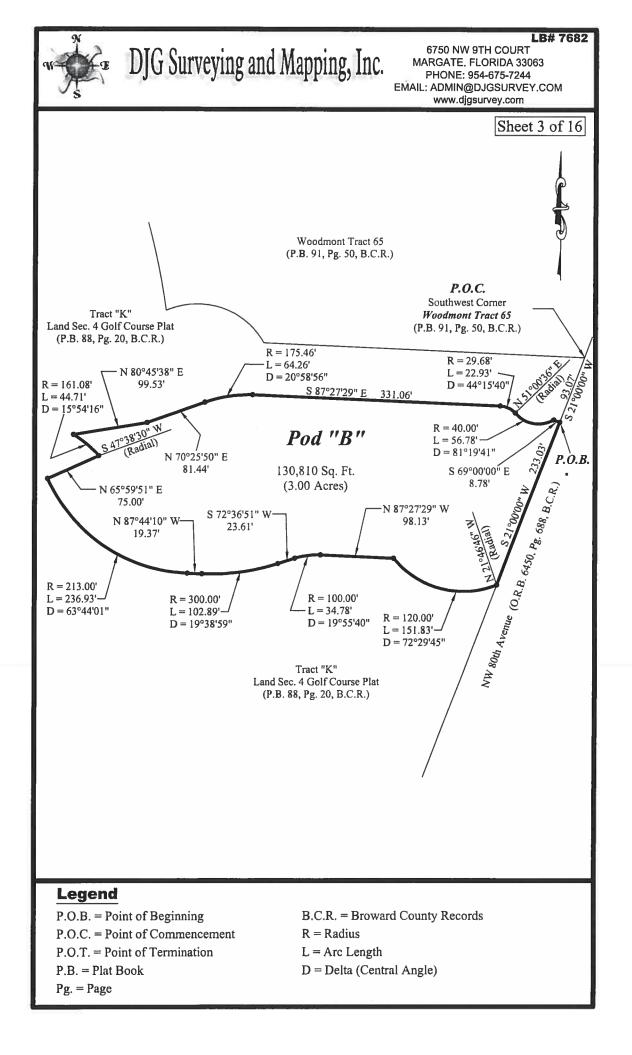
Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

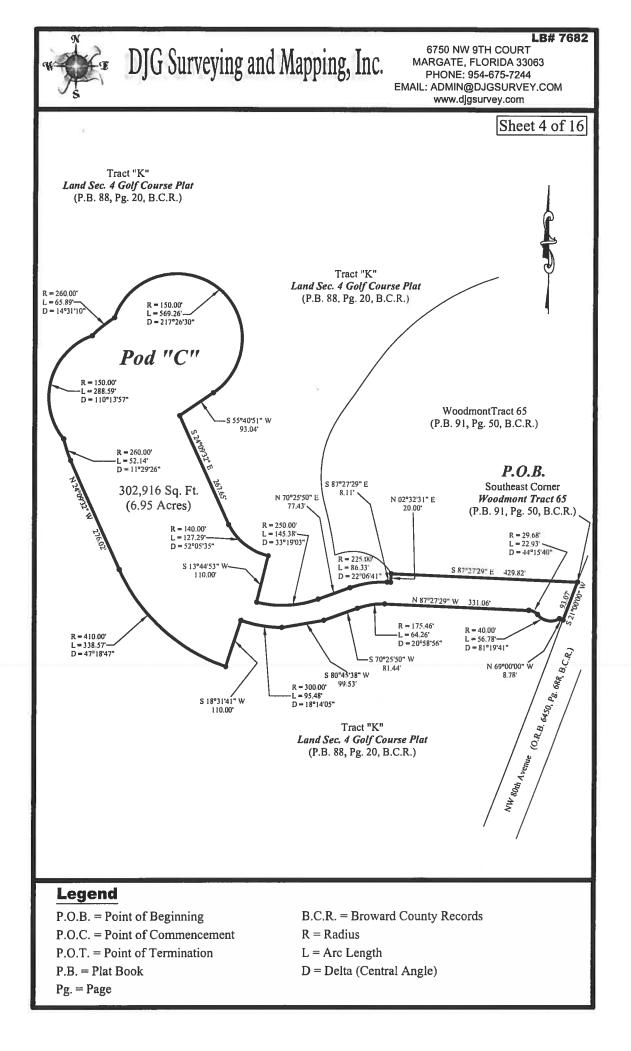
EXHIBIT "B" TO CONSOLIDATED, AMENDED AND RESTATED COVENANT

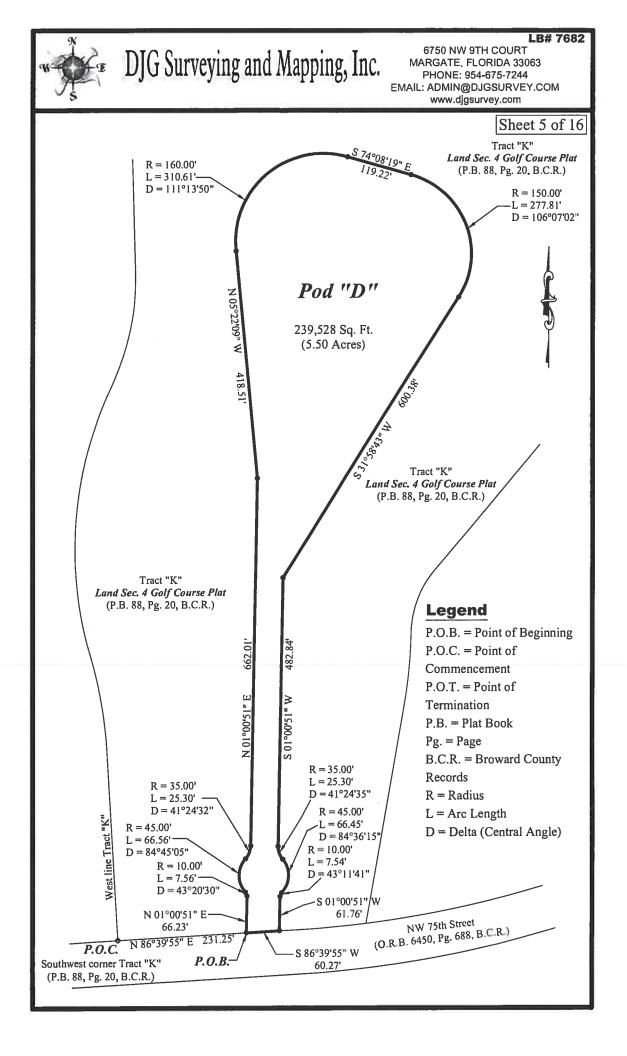
RELEASED LANDS

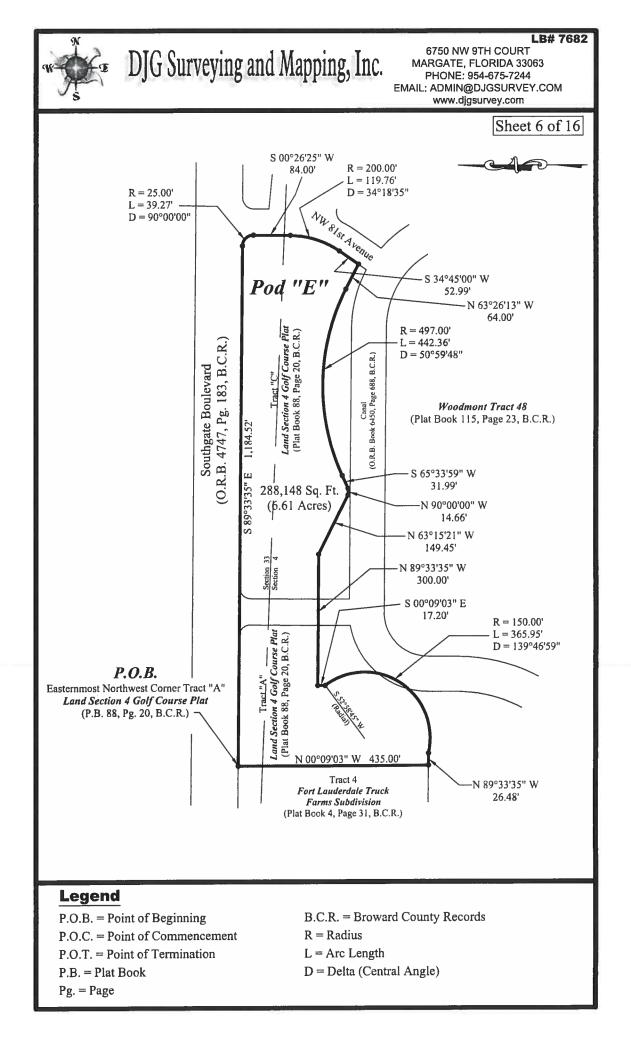


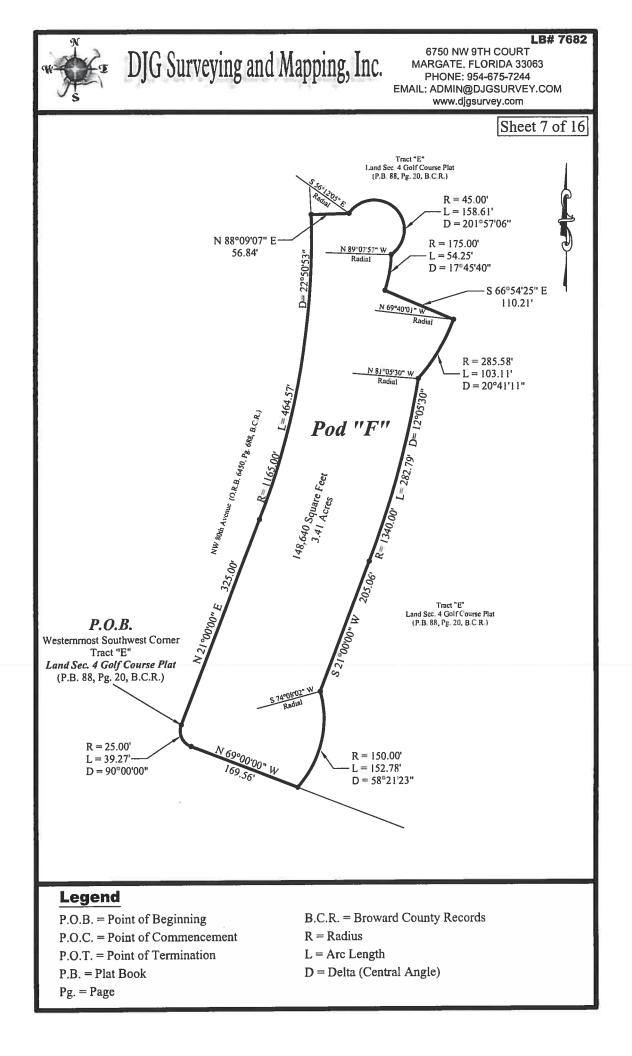


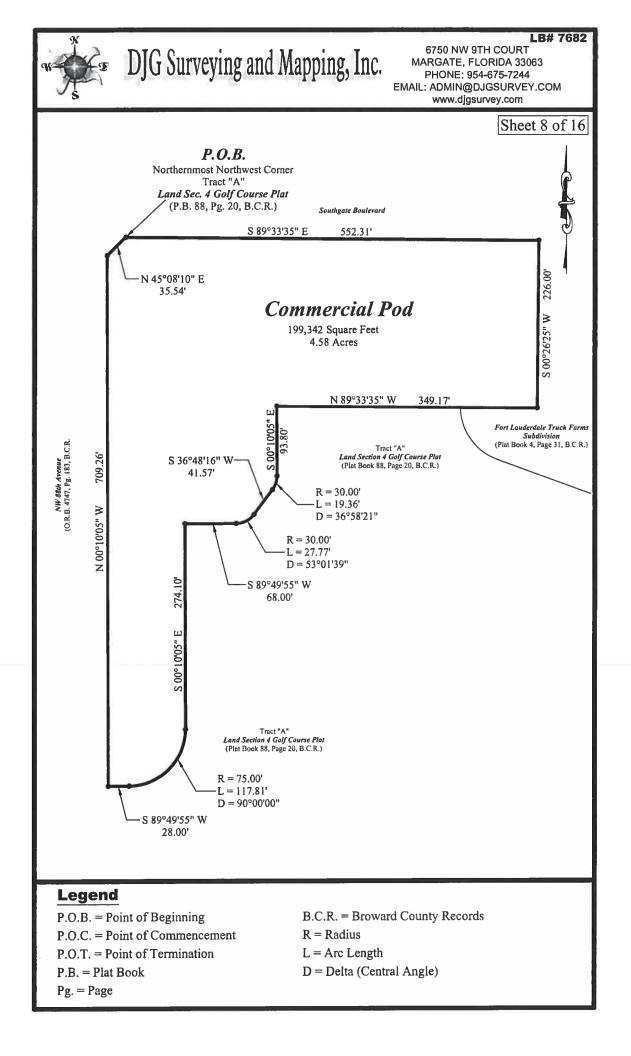


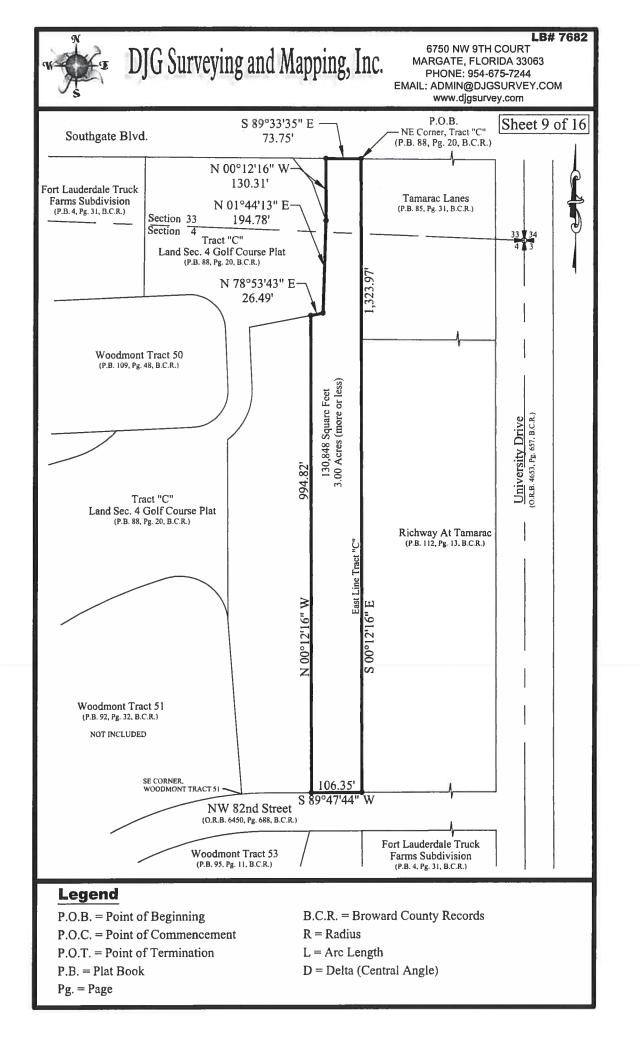














LB# 7682 6750 NW 9TH COURT MARGATE, FLORIDA 33063 PHONE: 954-675-7244 EMAIL: ADMIN@DJGSURVEY.COM www.djgsurvey.com

LEGAL DESCRIPTION

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Pod A:

A parcel of land being a portion of Tract "D" and Tract "C", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Northerly line of NW 82nd Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 49°31'56" West, along said Northerly line, a distance of 72.45 feet to the *Point of Beginning;*

Thence, continue along said Northerly line, South 49°31'56" West, a distance of 201.25 feet to the point of curvature of a circular curve, concave to the Northwest, having a radius of 1395.00 feet and a central angle of 02°49'40";

Thence, Southerly along the arc of said curve, and said Northerly line of NW 82nd Avenue, an arc distance of 68.85 feet;

Thence, North 38°40'03" West, a distance of 287.95 feet to the point of curvature of a circular curve, concave to the East, having a radius of 535.00 feet and a central angle of 67°01'12";

Thence, Northerly along the arc of said curve, an arc distance of 625.80 feet;

Thence, North 45°13'31" West, a distance of 146.15 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 231°41'02";

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 606.55 feet;

Thence, South 45°13'31" East, a distance of 124.33 feet;

Thence, North 44°46'29" East, a distance of 10.07 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 231°41'02", a radial line bears from said point South 71°04'02" East;

Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 606.55 feet; Thence, South 44°46'49" West, a distance of 128.81 feet to the point of curvature of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of 83°26'32";

Thence, Southerly along the arc of said curve, an arc distance of 385.93 feet; Thence, South 38°40'03" East, a distance of 281.16 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 412,380 square feet (9.47 acres) more or less.

Together With:

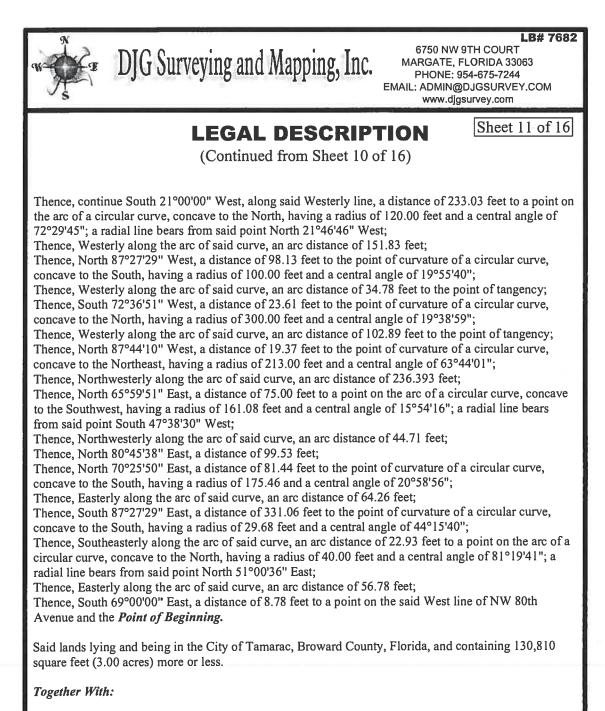
Pod B:

A portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Commencing at the Southwest corner, **Woodmont Tract 65**, according to the plat thereof, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point also being a point on the Westerly line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet to the *Point of Beginning;*

(Continued On Sheet 11 of 16)



Pod C:

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Southeast corner of *Woodmont Tract 65*, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point being on the Westerly line of NW 80th Avenue; Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet;

Thence, North 69°00'00" West, a distance of 8.78 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 30°19'05" West;

Thence, Westerly along the arc of said curve, an arc distance of 56.78 feet to a point on the arc of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40"; a radial line bears from said point South 46°48'11" West;

(Continued on Sheet 12 of 16)



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LEGAL DESCRIPTION

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(Continued from Sheet 11 of 16)

Thence, Westerly along the arc of said curve, an arc distance of 22.93 feet to the point of tangency; Thence, North 87°27'29" West, a distance of 331.06 feet to a point on the arc of a circular curve, concave to the South, having a radius of 175.46 feet and a central angle of 20°58'56"; a radial line bears from said point South 01°24'46" West;

Thence, Westerly along the arc of said curve, an arc distance of 64.26 feet to the point of tangency; Thence, South 70°25'50" West, a distance of 81.44 feet;

Thence, South 80°45'38" West, a distance of 99.53 feet to a point on the arc of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 18°14'05"; a radial line bears from said point North 00°17'36" East;

Thence, Westerly along the arc of said curve, an arc distance of 95.48 feet;

Thence, South 18°31'41" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 410.00 feet and a central angle of 47°18'47";

Thence, Northwesterly along the arc of said curve, an arc distance of 338.57 feet to the point of tangency;

Thence, North 24°09'32" West, a distance of 276.02 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 11°29'26"; a radial line bears from said point North 65°50'28" East;

Thence, Northerly along the arc of said curve, an arc distance of 52.14 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 110°13'57"; a radial line bears from said point North 50°27'41" East;

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 288.59 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 14°31'10"; a radial line bears from said point South 46°10'35" East;

Thence, Northeasterly along the arc of said curve, an arc distance of 65.89 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 217°26'30"; a radial line bears from said point South 71°21'54" East;

Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 569.26 feet; Thence, South 55°40'51" West, a distance of 93.04 feet;

Thence, South 24°09'32" East, a distance of 267.65 feet to the point of curvature of a circular curve, concave to the North, having a radius of 140.00 feet and a central angle of 52°05'35";

Thence, Southeasterly along the arc of said curve, an arc distance of 127.29 feet;

Thence, South 13°44'53" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 250.00 feet and a central angle of 33°19'03";

Thence. Easterly along the arc of said curve, an arc distance of 145.38 feet to the point of tangency;

Thence, North 70°25'50" East, a distance of 77.43 feet to the point of curvature of a circular curve,

concave to the South, having a radius of 225.00 feet and a central angle of 22°06'41";

Thence, Easterly along the arc of said curve, an arc distance of 86.33 feet to the point of tangency; Thence, South 87°27'29" East, a distance of 8.11 feet;

Thence, North 02°32'31" East, a distance of 20.00 feet;

Thence, South 87°27'29" East, a distance of 429.82 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 302,916 square feet (6.95 acres) more or less.

Together With:

Pod D:

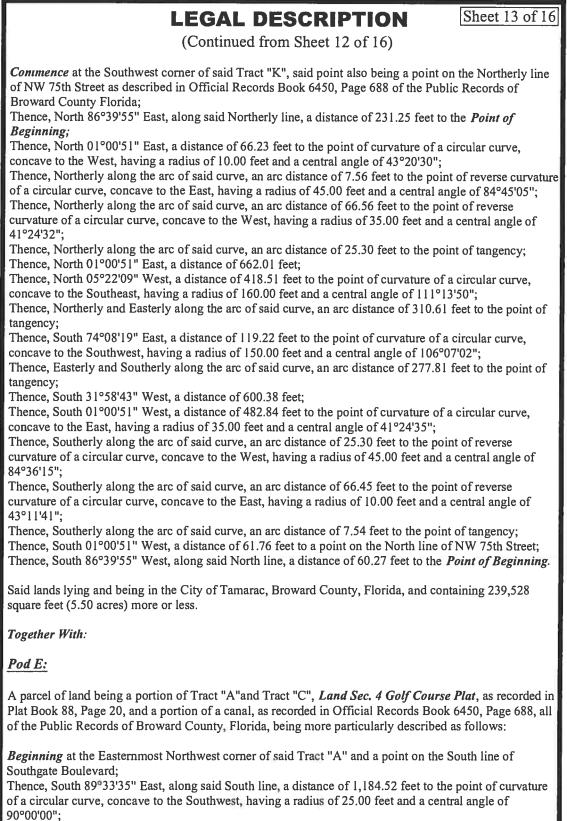
A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

(Continued on Sheet 13 of 16)

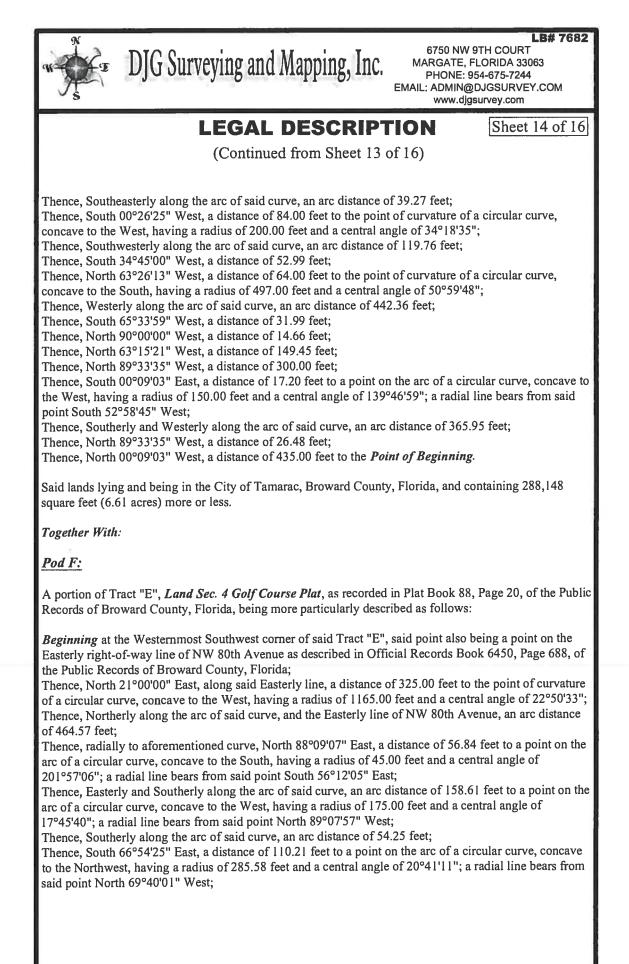


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(Continued on Sheet 14 of 16)



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LEGAL DESCRIPTION

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(Continued from Sheet 14 of 16)

Thence, Southwesterly along the arc of said curve, an arc distance of 103.11 feet to a point on the arc of a circular curve, concave to the West, having a radius of 1340.00 feet and a central angle of 12°05'30"; a radial line bears from said point North 81°05'30" West;

Thence, Southwesterly along the arc of said curve, an arc distance of 282.79 feet to the point of tangency; Thence, South 21°00'00" West, a distance of 205.06 to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 58°21'23"; a radial line bears from said point South 74°08'02" West;

Thence, Southerly along the arc of said curve, an arc distance of 152.78 feet to a point on the Southerly line of said Tract "E";

Thence, North 69°00'00" West, along said Southerly line, a distance of 169.56 feet to the point of curvature of a circular curve, concave to the East, having a radius of 25.00 feet and a central angle of 90°00'00";

Thence, Westerly and Northerly along the arc of said curve, an arc distance of 39.27 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 148,640 square feet (3.41 acres) more or less.

Together With:

Commercial Pod:

A portion of Tract "A", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of *Fort Lauderdale Truck Farms Subdivision*, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Beginning at the Northernmost Northwest corner of said Tract "A", said point also being a point on the South line of Southgate Boulevard;

Thence, South 89°33'35" East, along said South line of Southgate Boulevard, and the North line of said Tract "A", a distance of 552.31 feet;

Thence, South 00°26'25" West, a distance of 226.00 feet;

Thence, North 89°33'35" West, a distance of 349.17 feet;

Thence, South 00°10'05" East, a distance of 93.80 feet to the point of curvature of a circular curve, concave to the West, having a radius of 30.00 feet and a central angle of 36°58'21";

Thence, Southwesterly along the arc of said curve, an arc distance of 19.36 feet to the point of tangency; Thence, South 36°48'16" West, a distance of 41.57 feet to the point of curvature of a circular curve, concave to the North, having a radius of 30.00 feet and a central angle of 53°01'39";

Thence, Southwesterly along the arc of said curve, an arc distance of 27.77 feet to the point of tangency; Thence, South 89°49'55" West, a distance of 68.00 feet;

Thence, South 00°10'05" East, a distance of 274.10 feet to the point of curvature of a circular curve, concave to the West, having a radius of 75.00 feet and a central angle of 90°00'00";

Thence, Southwesterly along the arc of said curve, an arc distance of 117.81 feet to the point of tangency; Thence, South 89°49'55" West, a distance of 28.00 feet to a point on the West line of said Tract "A", and a point on the East line of NW 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida;

Thence, North 00°10'05" West, along said West line of Tract "A" and the East line of NW 88th Avenue, a distance of 709.26 feet;

Thence, North 45°08'10" East, a distance of 35.54 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 199,342 square feet (4.58 acres) more or less.

(Continued on Sheet 16 of 16)



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LEGAL DESCRIPTION

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(Continued from Sheet 15 of 16)

Together with:

East 3 acres of School Tract

A parcel of land being a portion of Tract "C", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Tract "C" and a point on the South line of Southgate Boulevard;

Thence, South 00°12'16" East, along said East line, a distance of 1,323.97 feet to the North line of NW 82nd Street;

Thence, South 89°47'44" West, along said North line, a distance of 106.35 feet;

Thence, North 00°12'16" West, a distance of 994.82 feet;

Thence, North 78°53'43" East, a distance of 26.49 feet:

Thence, North 01°44'13" East, a distance of 194.78 feet;

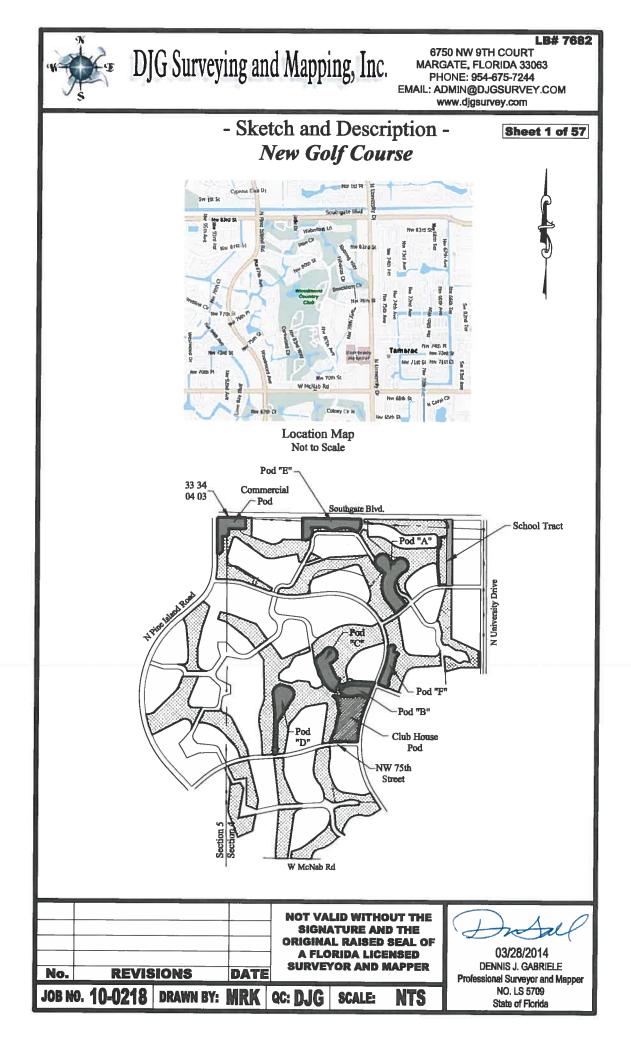
Thence, North 00°12'16" West, a distance of 130.31 feet to the South line of Southgate Boulevard and the North line of said Tract "C";

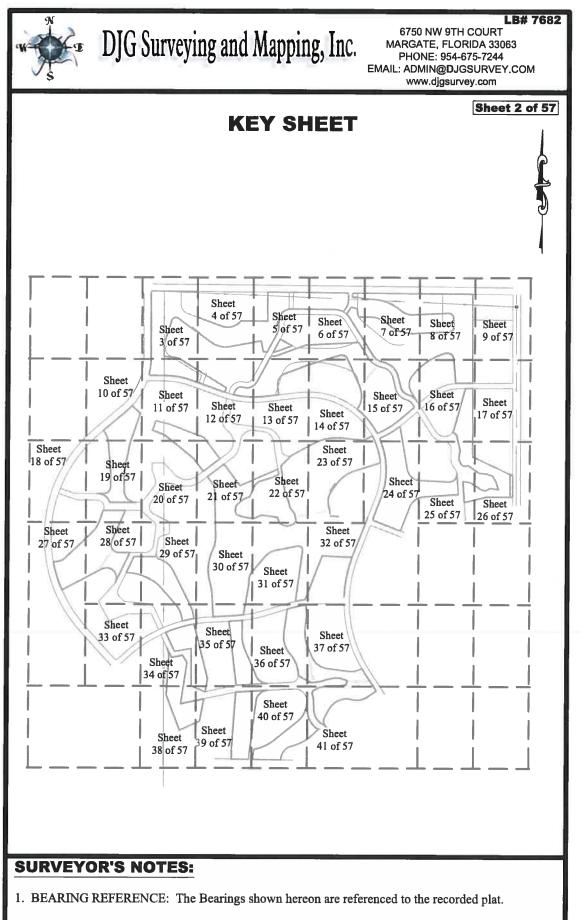
Thence, South 89°33'35" East, along said line, a distance of 73.75 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,848 square feet (3.00 acres) more or less.

EXHIBIT "C" TO CONSOLIDATED, AMENDED AND RESTATED COVENANT

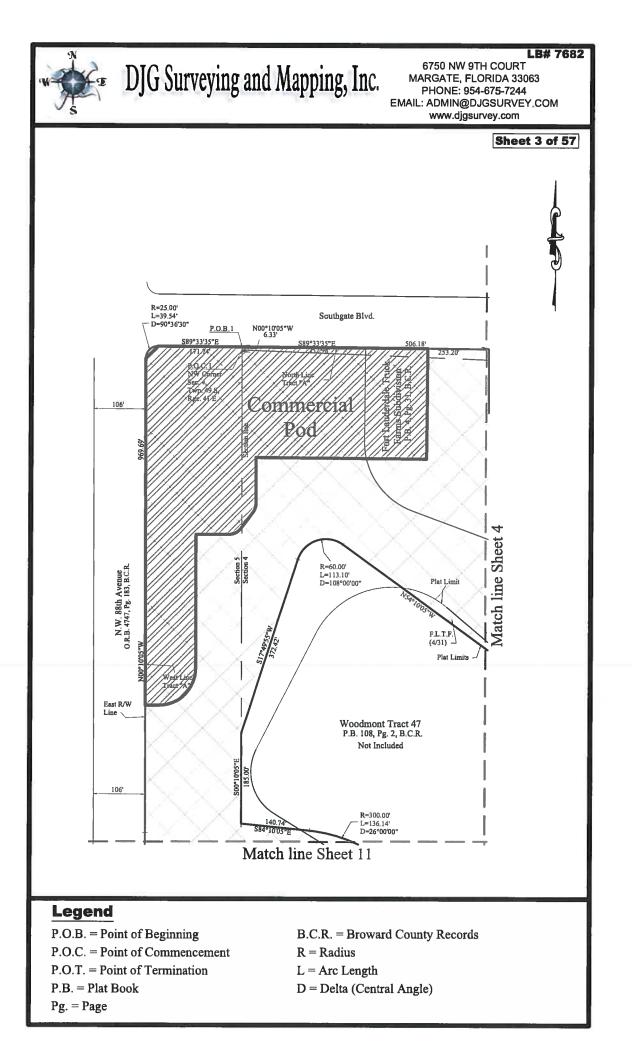
NEW GOLF COURSE



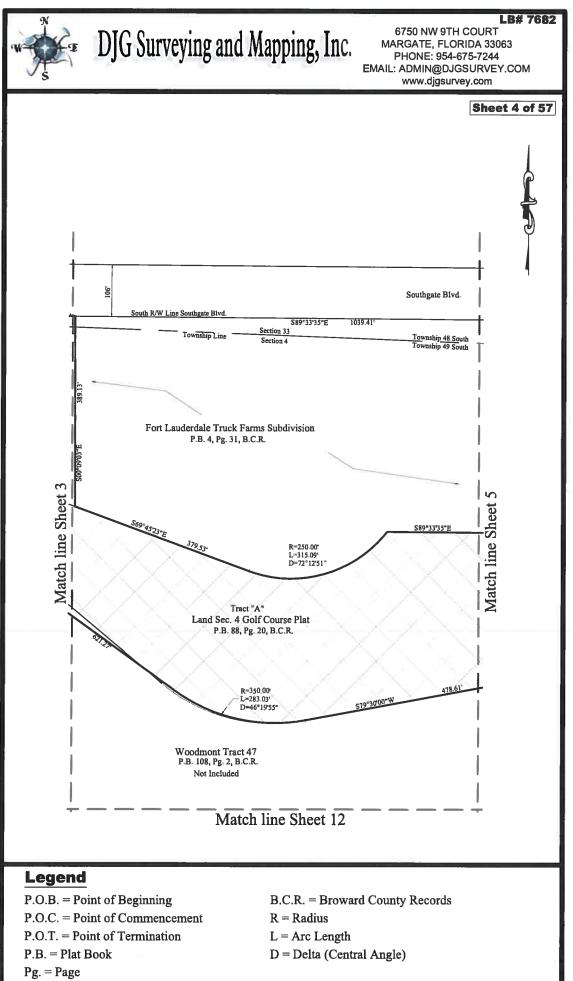


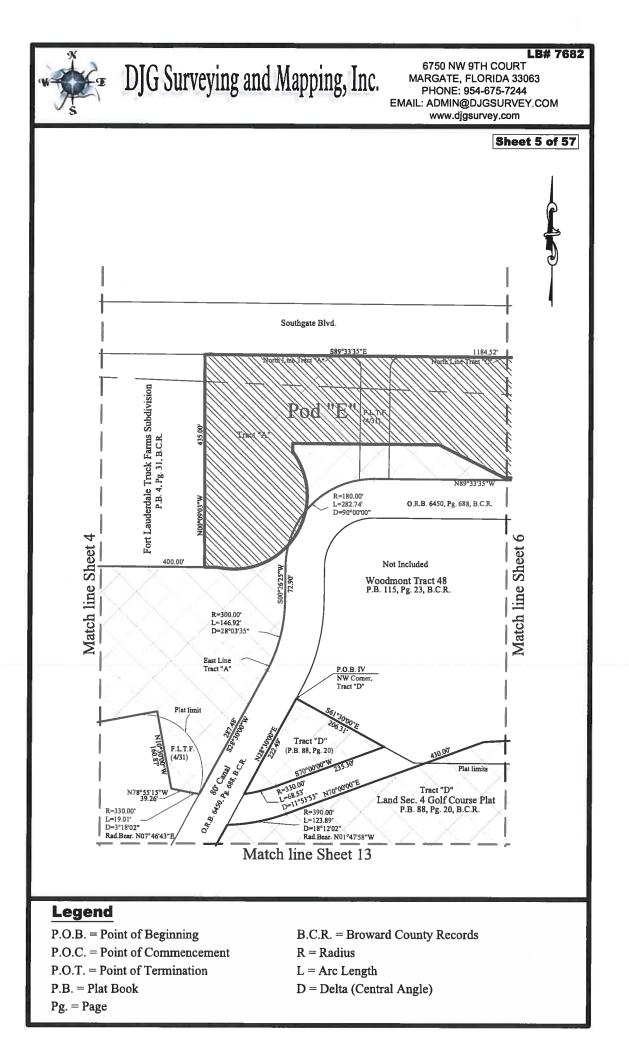
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- 2. This is not a survey, but only a graphic depiction of the land shown hereon and its calculated legal description. No boundary corners were set in the field related to this sketch.
- 3. All recordings shown hereon are referenced to the Public Records of Broward County, Florida.

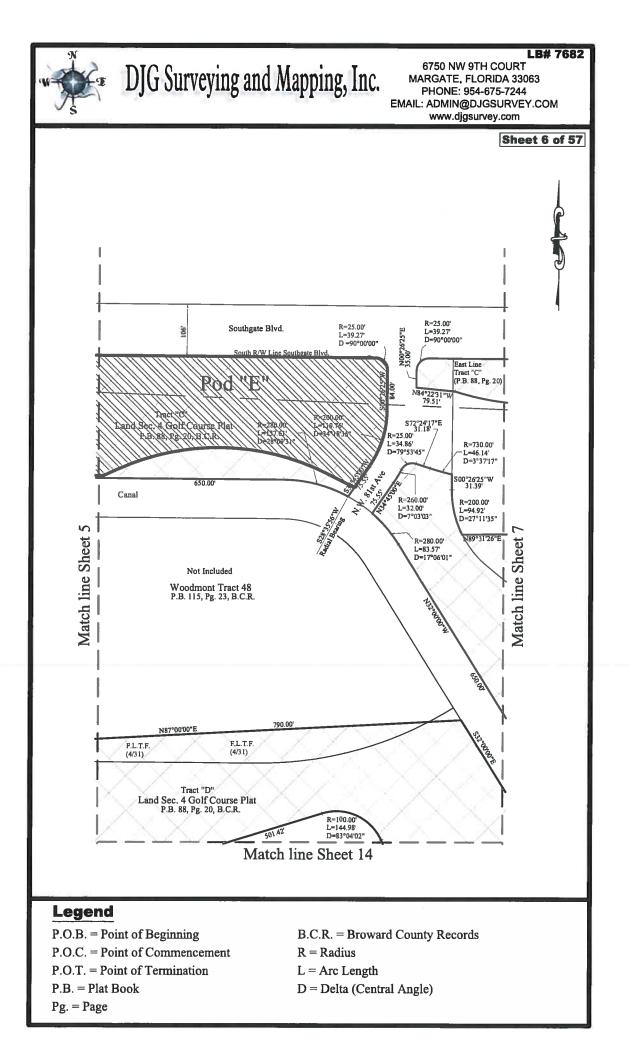


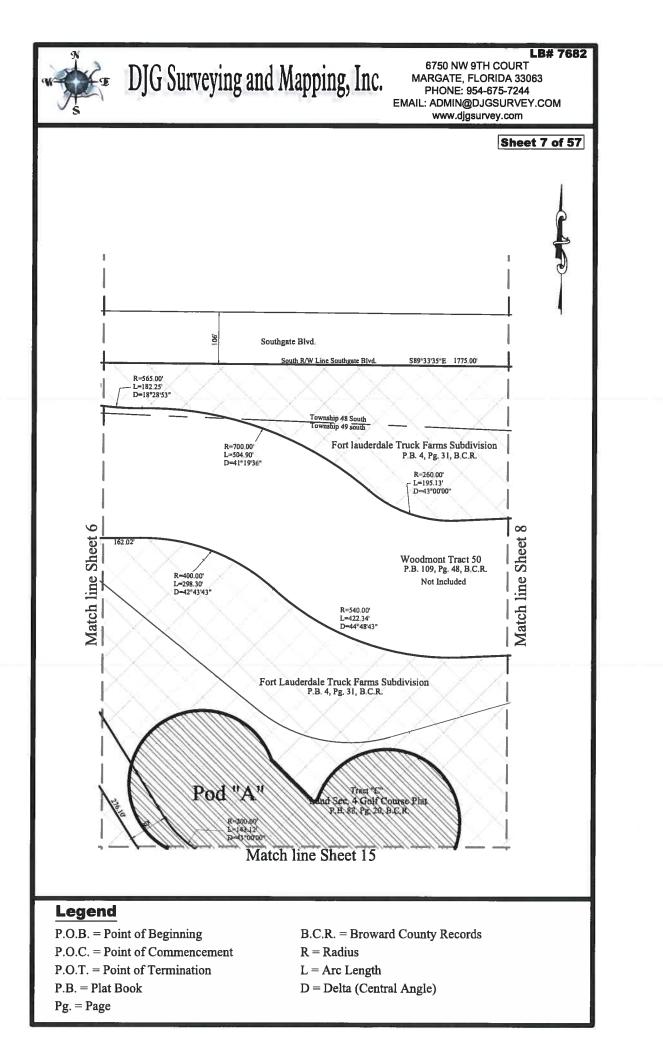
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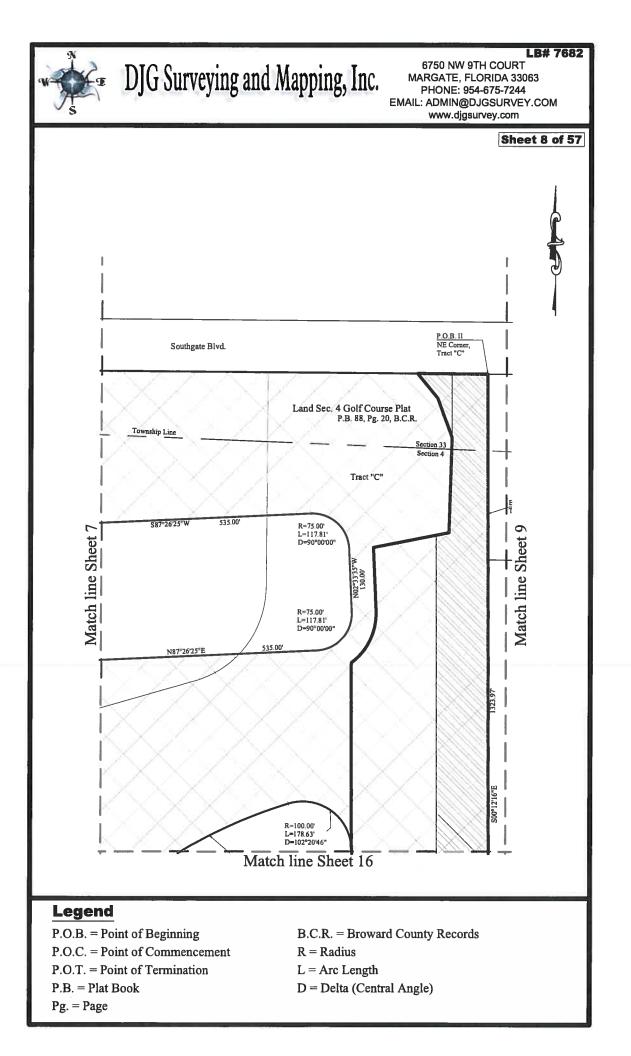


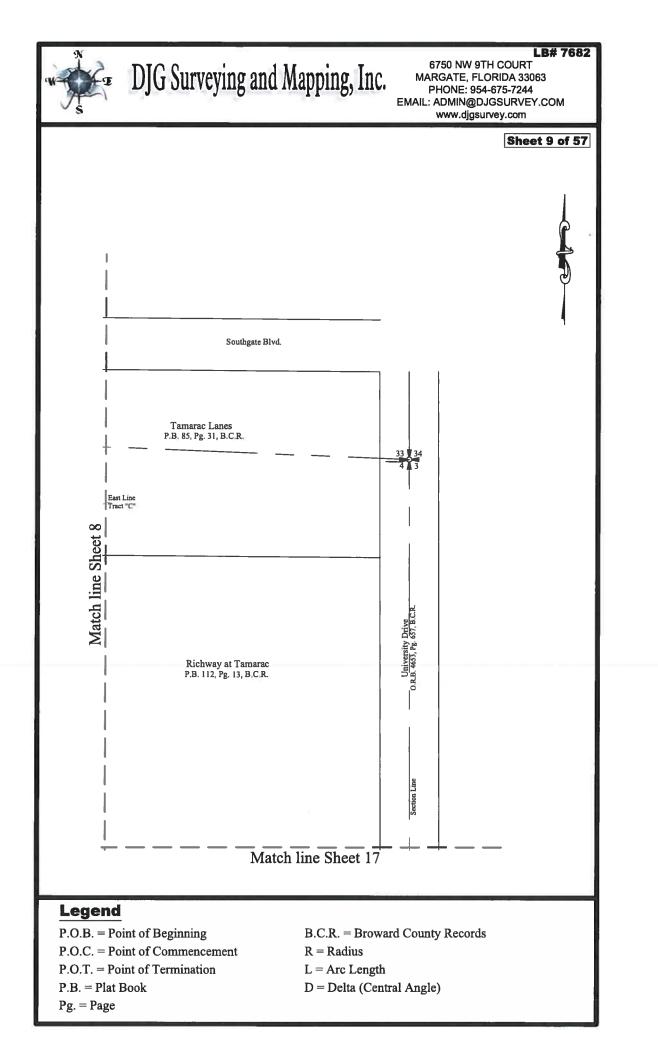


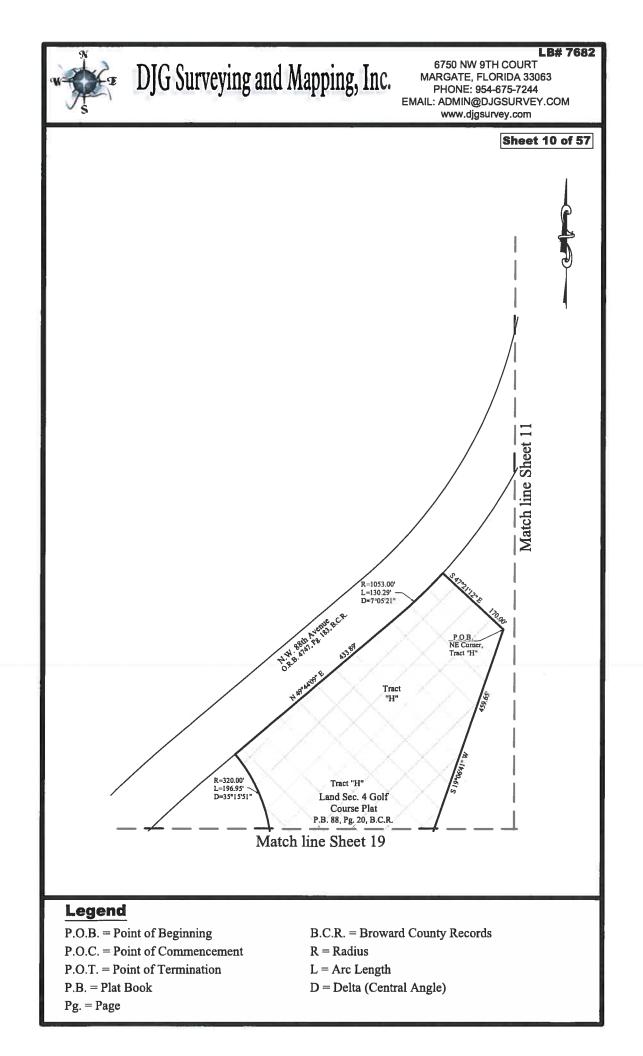
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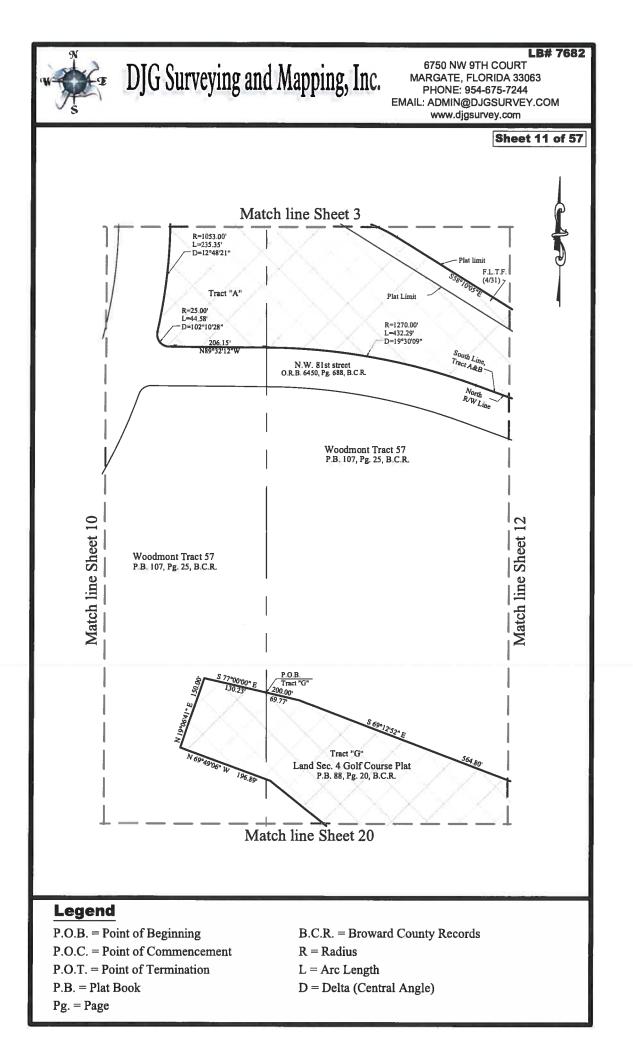


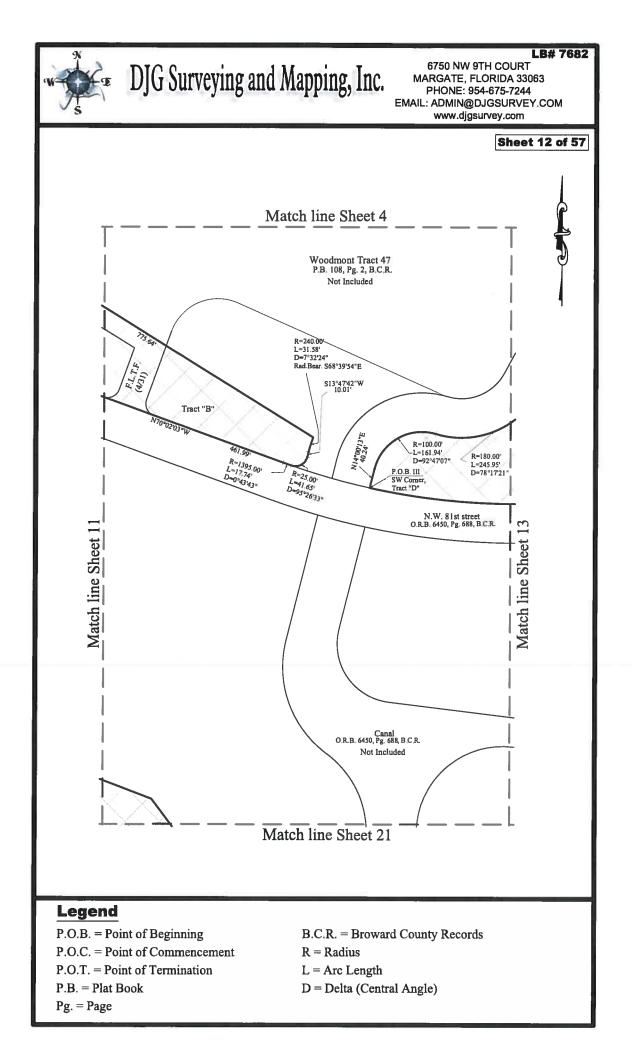


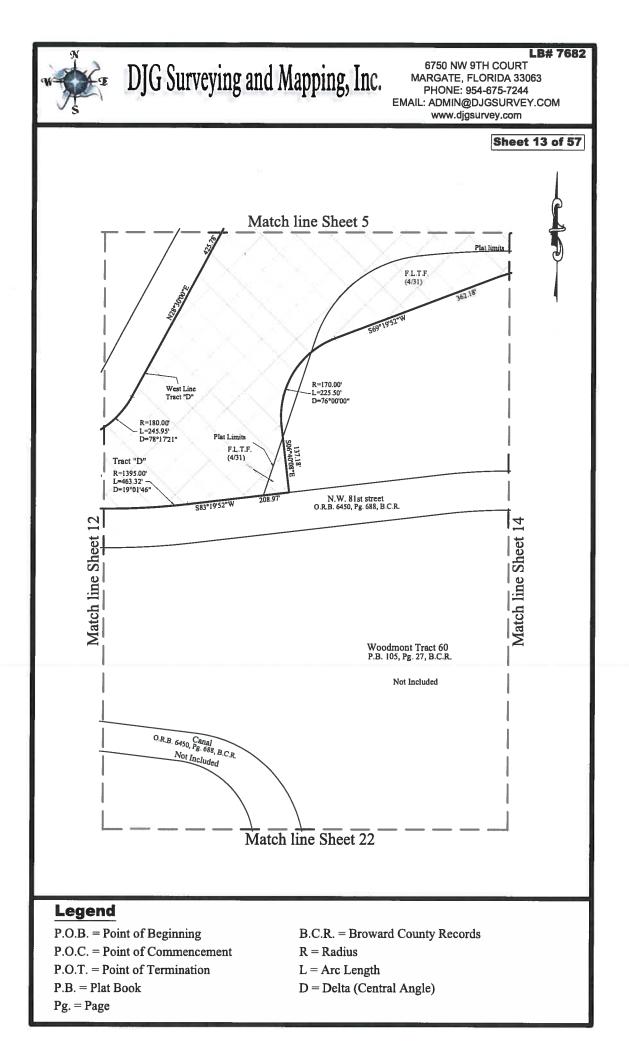


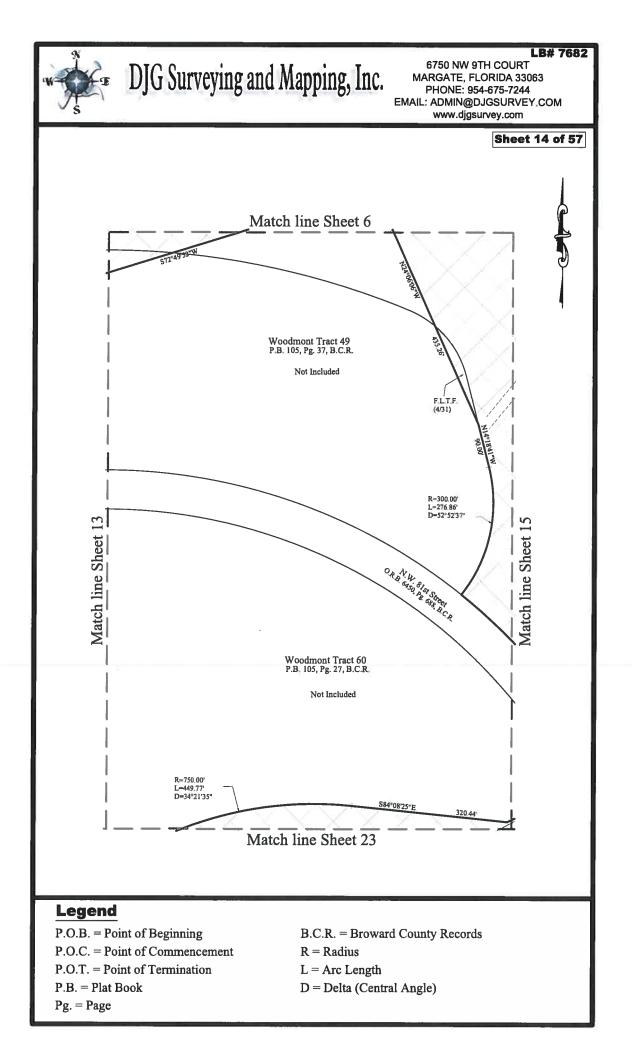


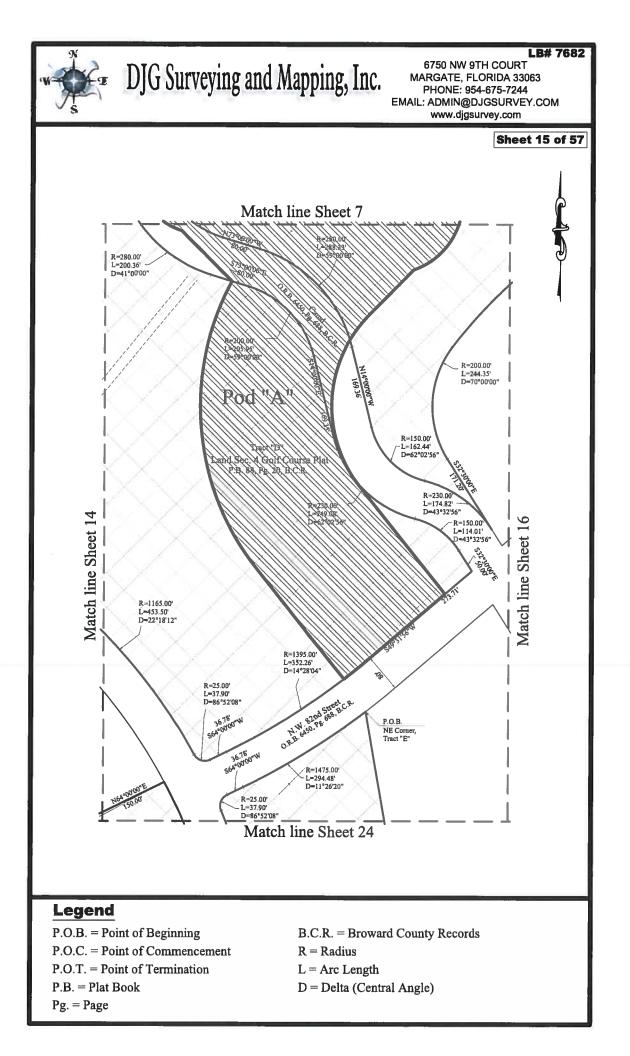


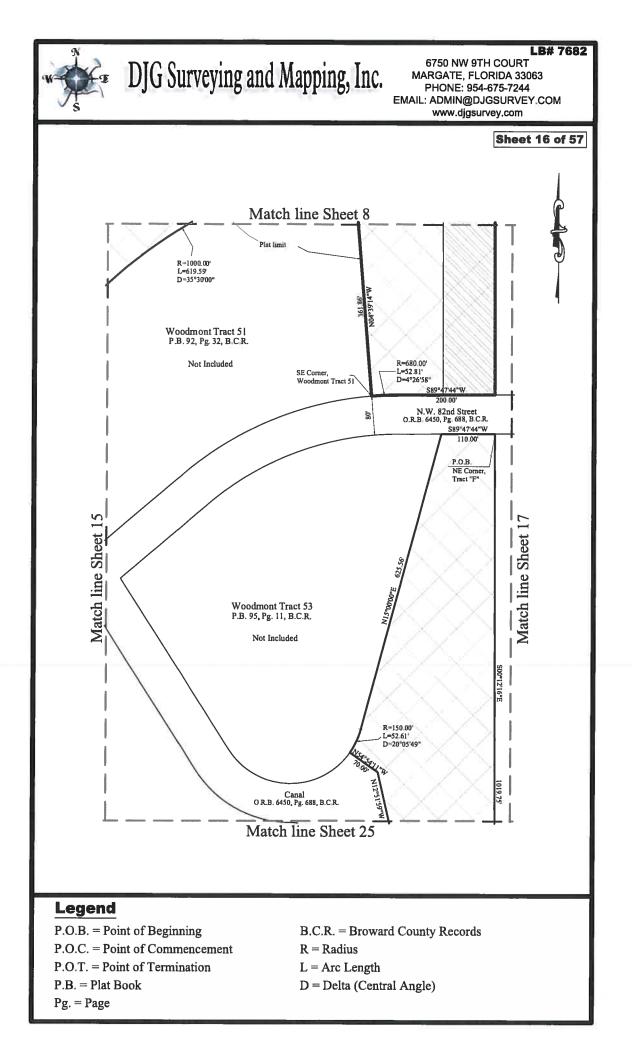


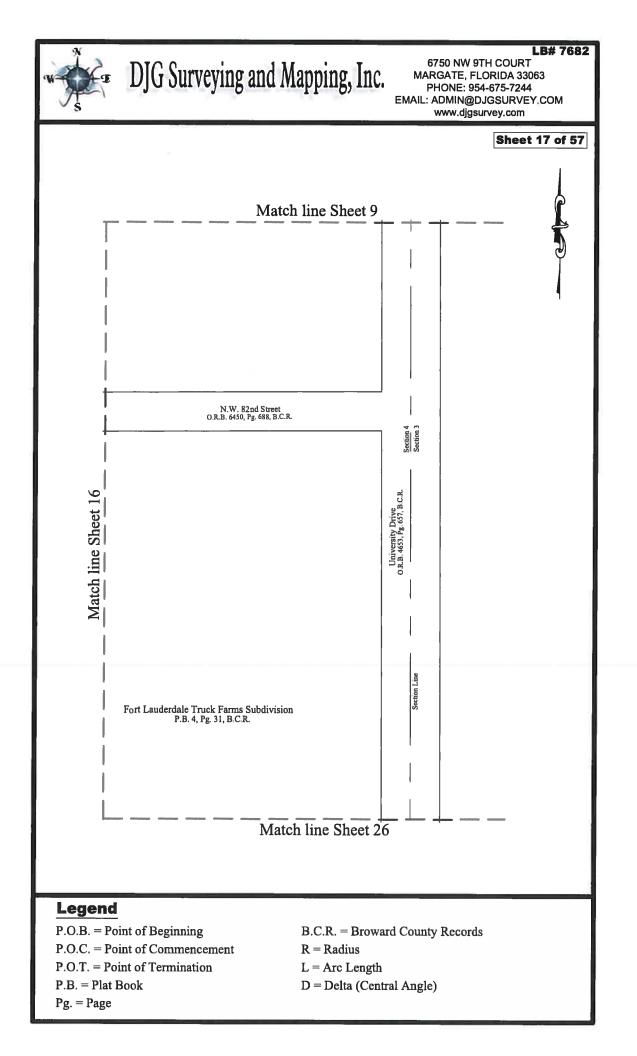


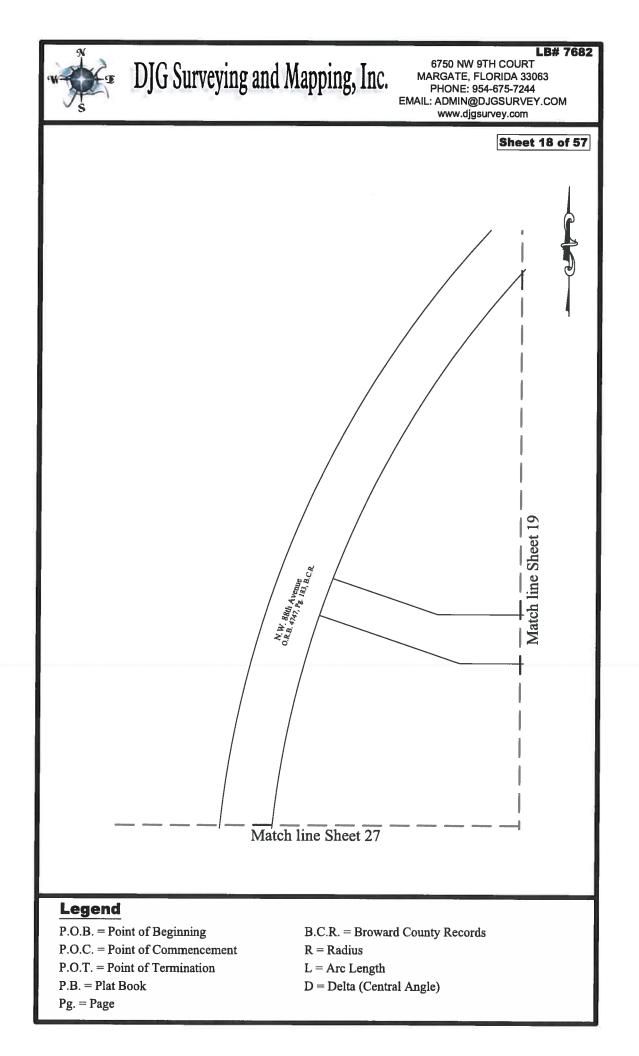


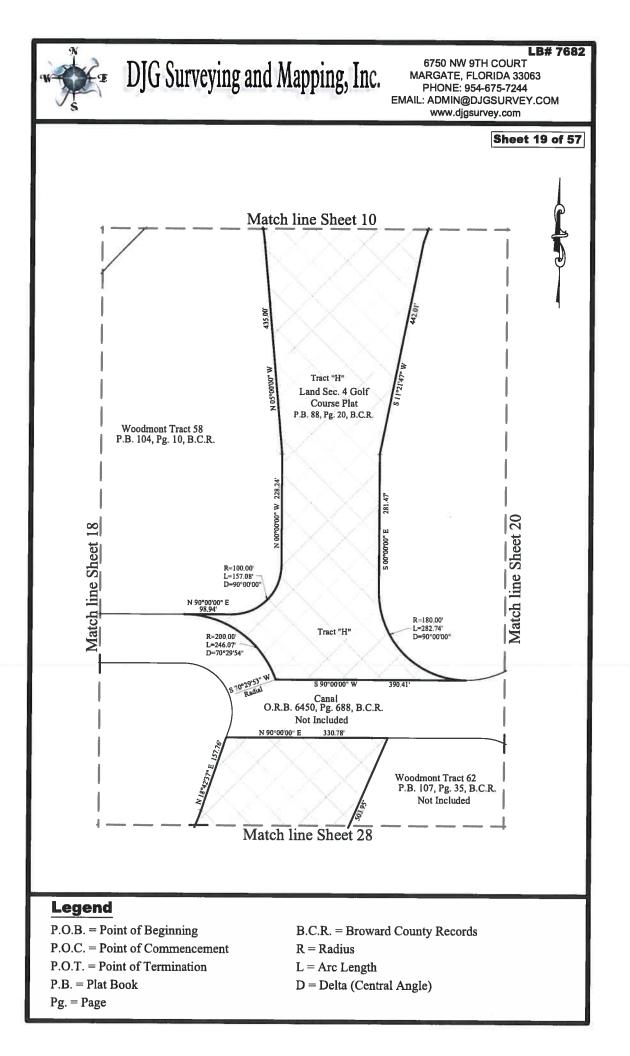


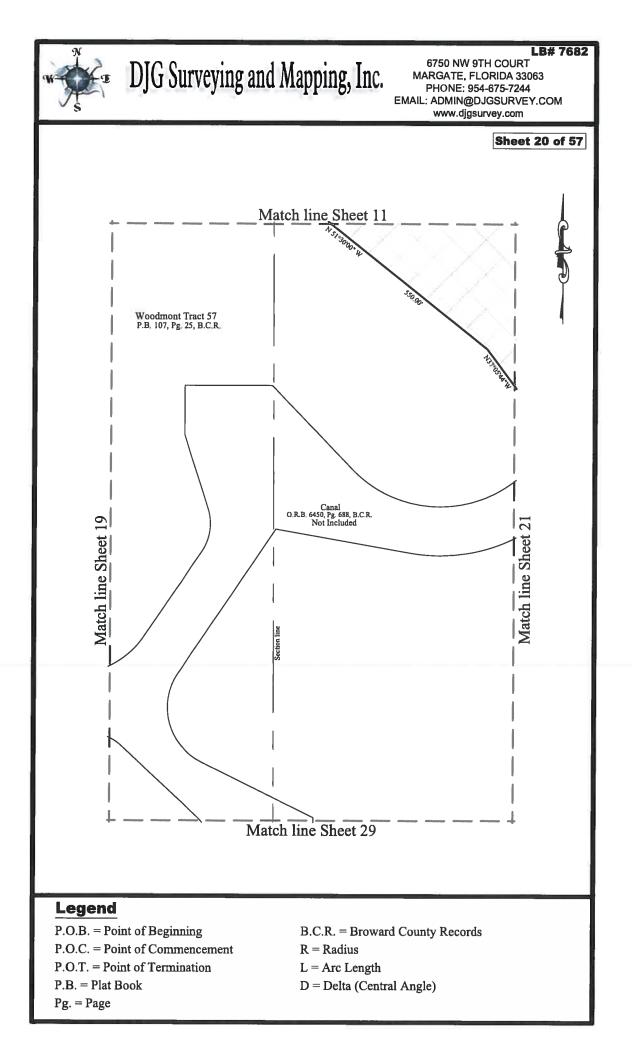


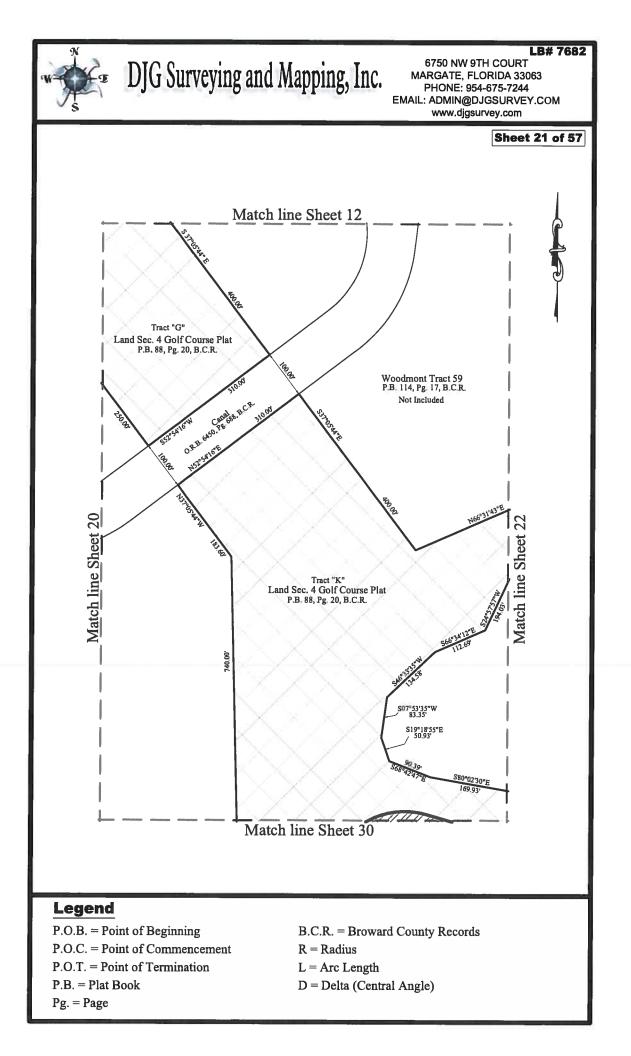


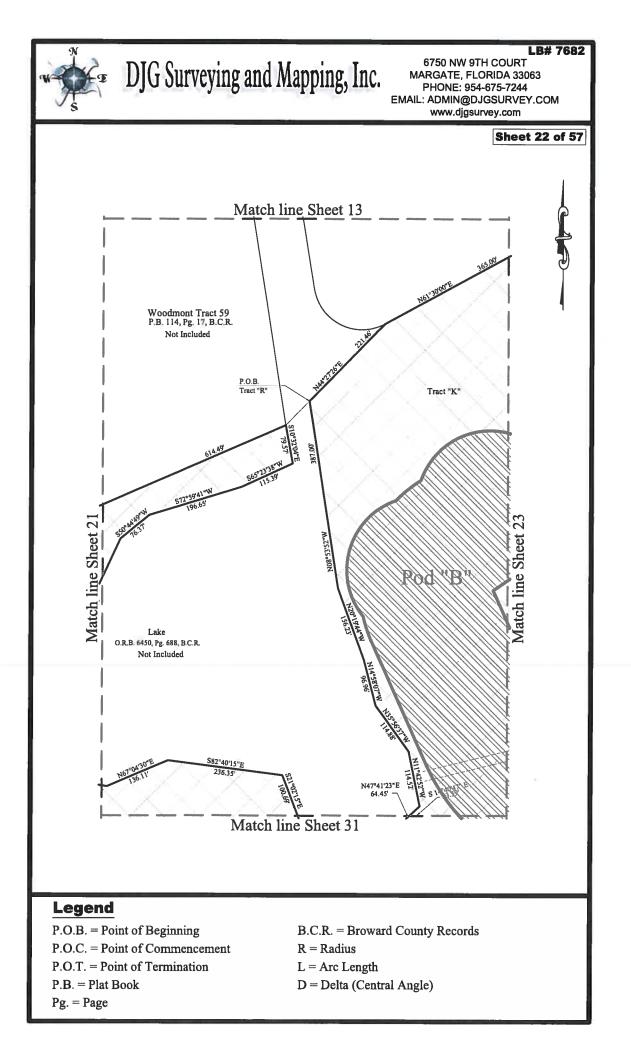


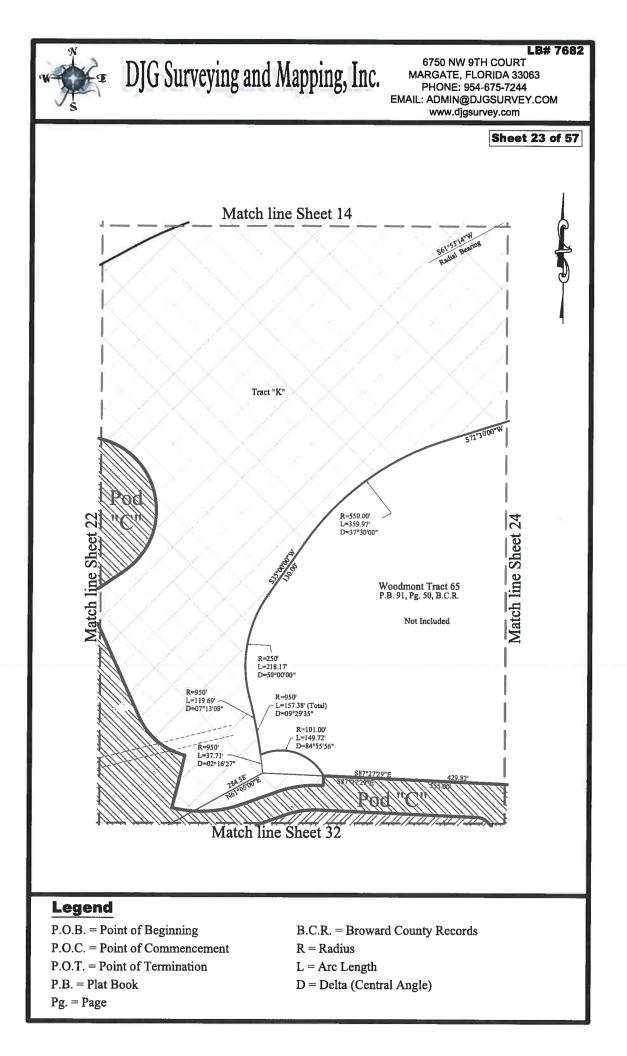


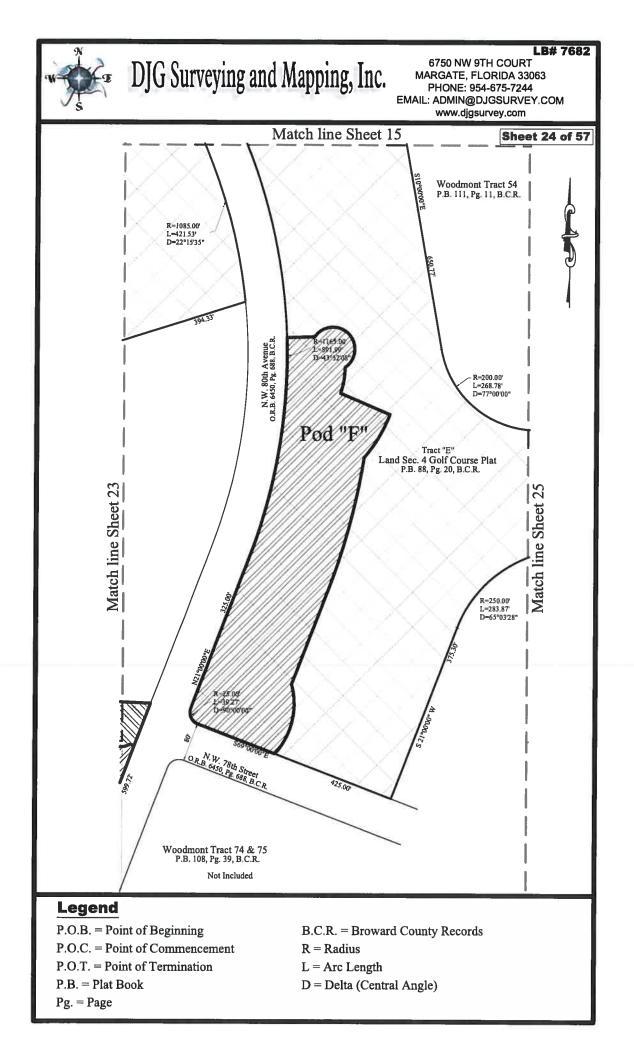


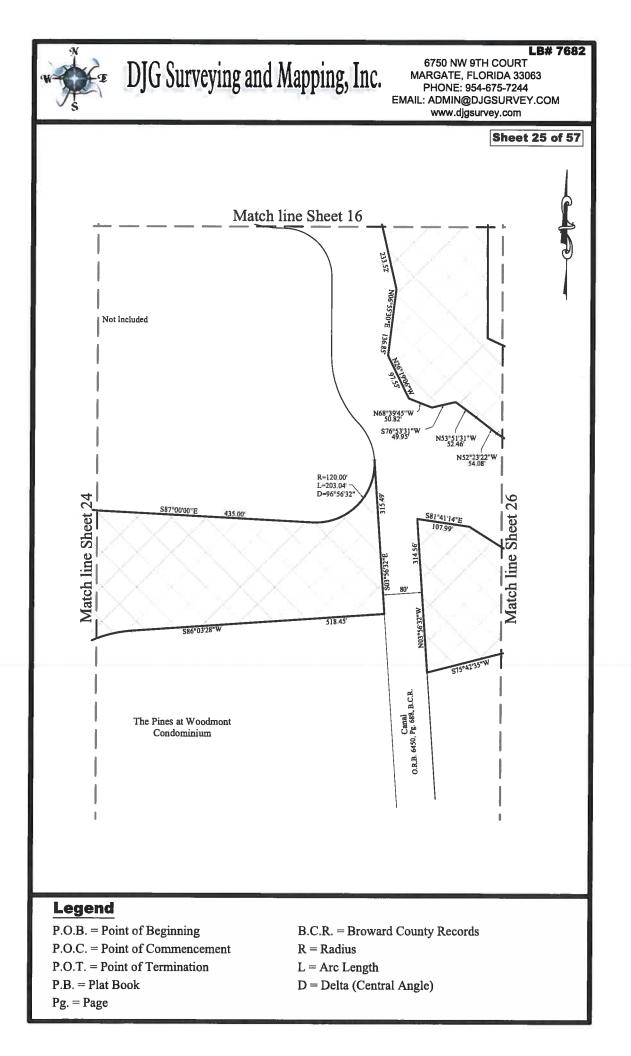


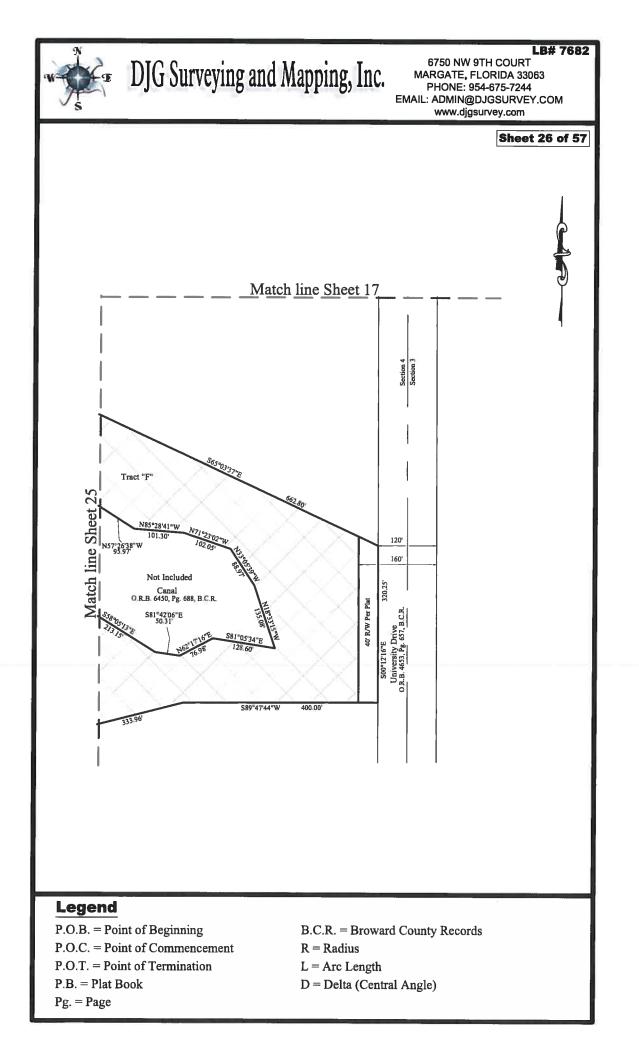


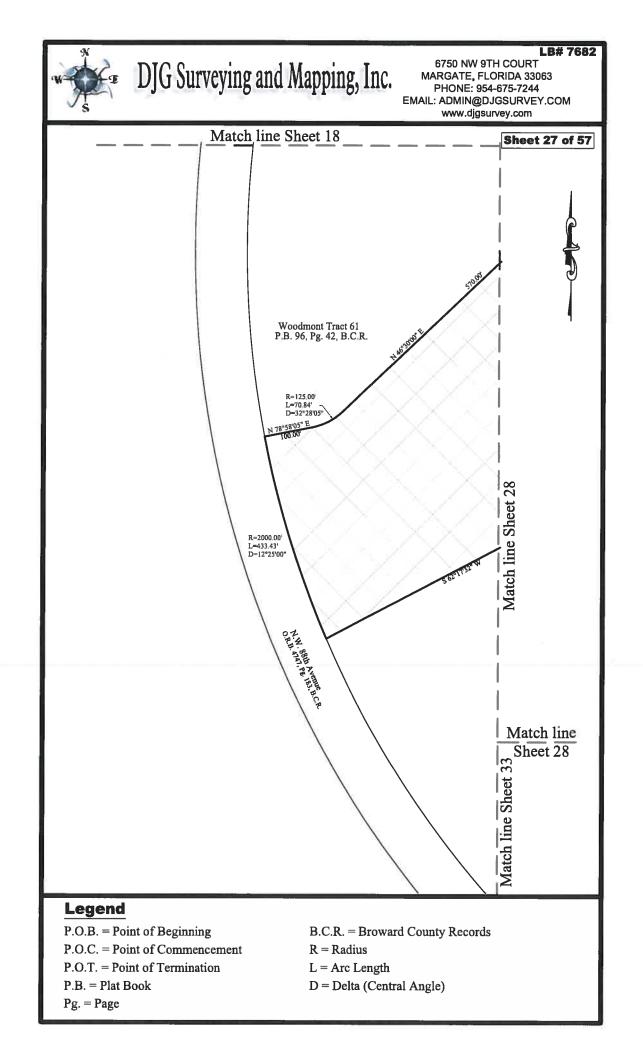


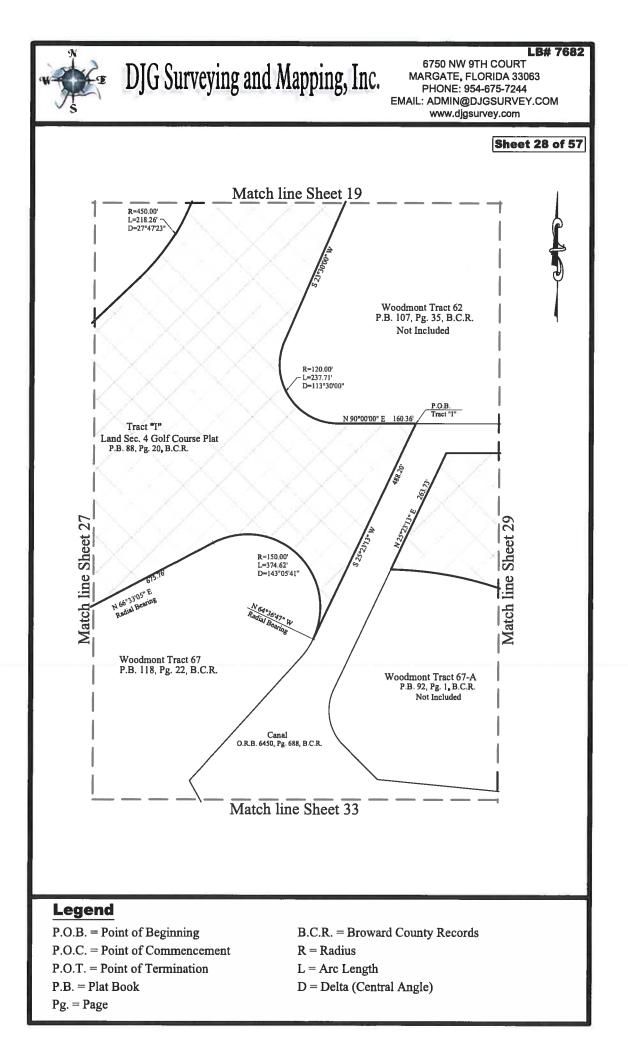


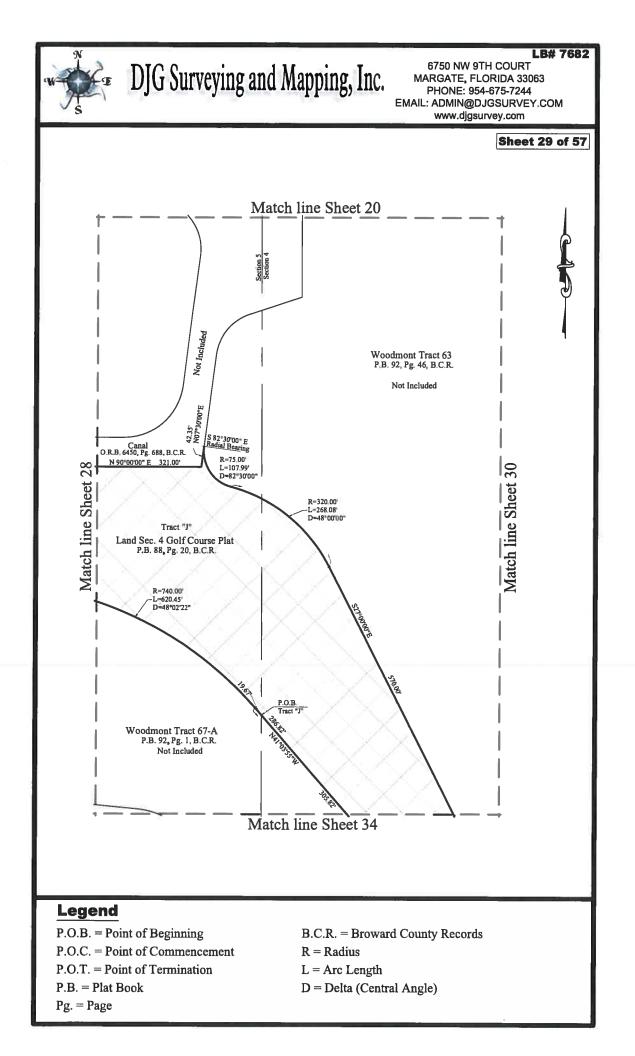


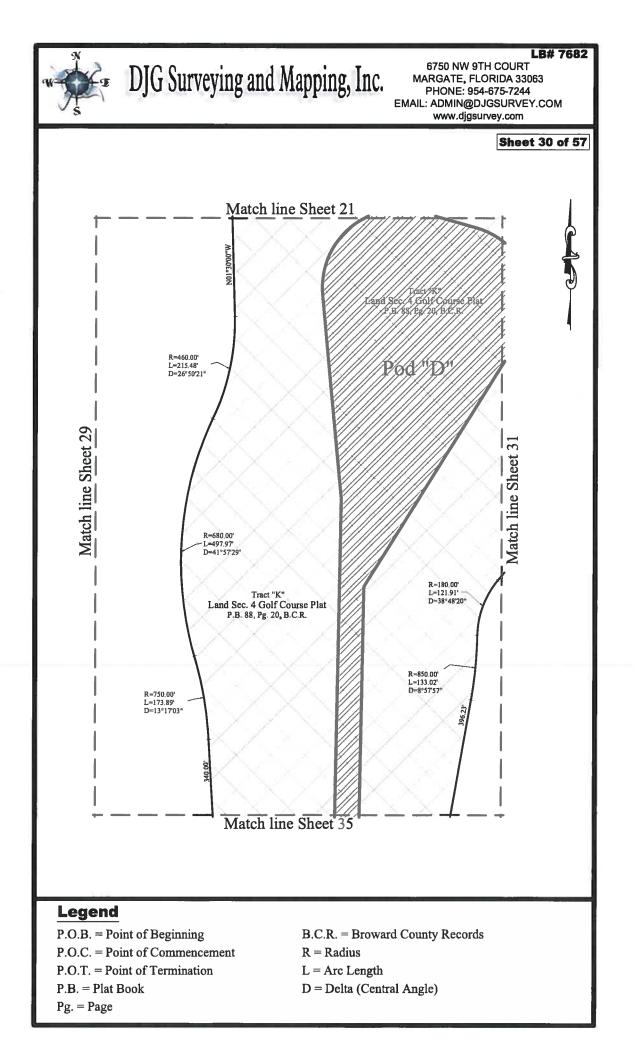


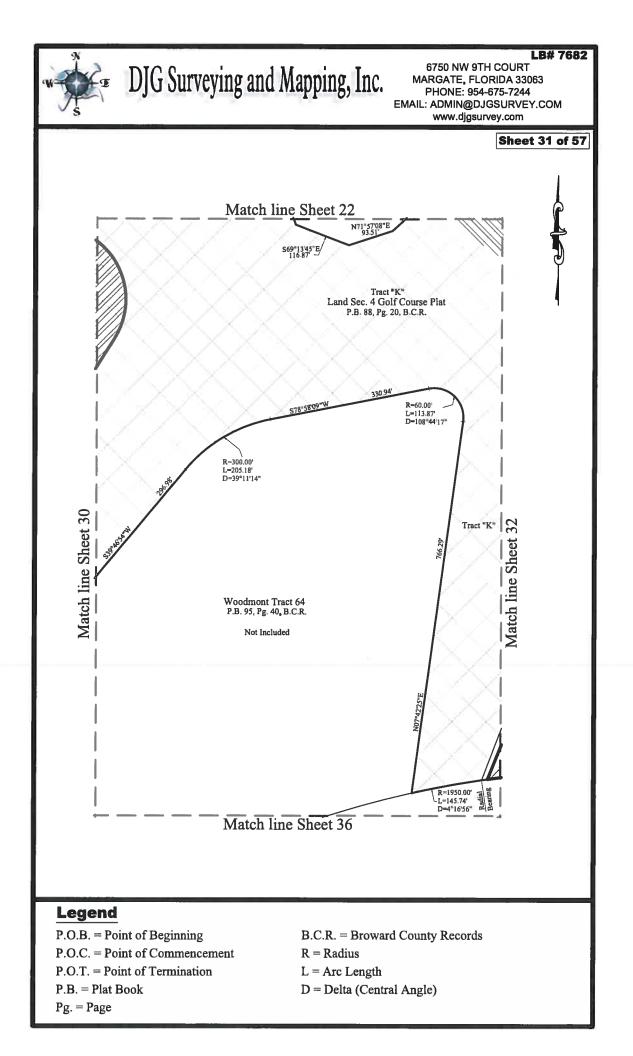


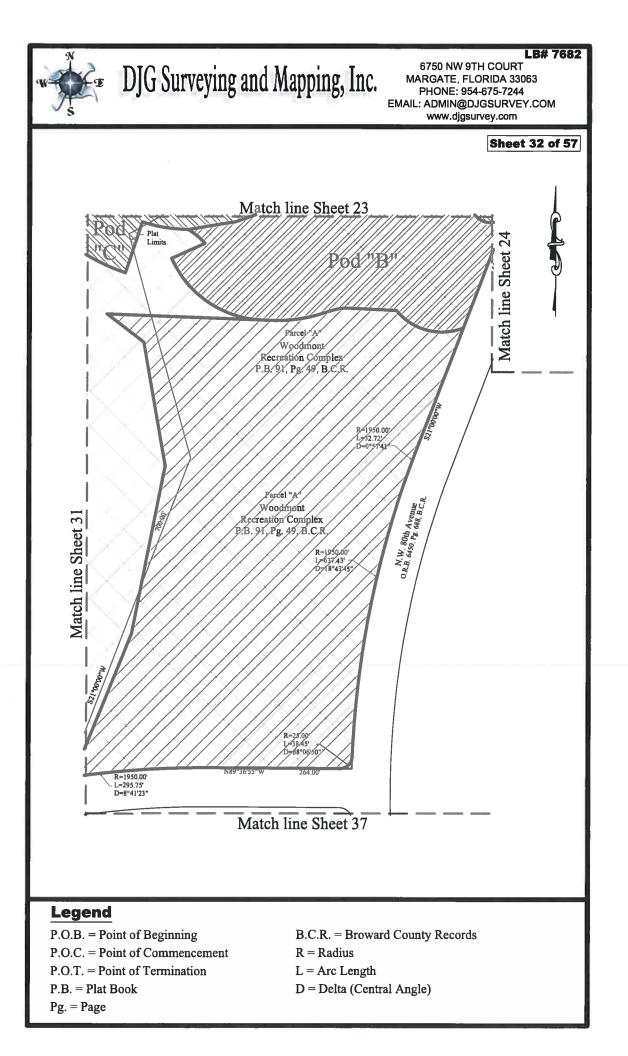


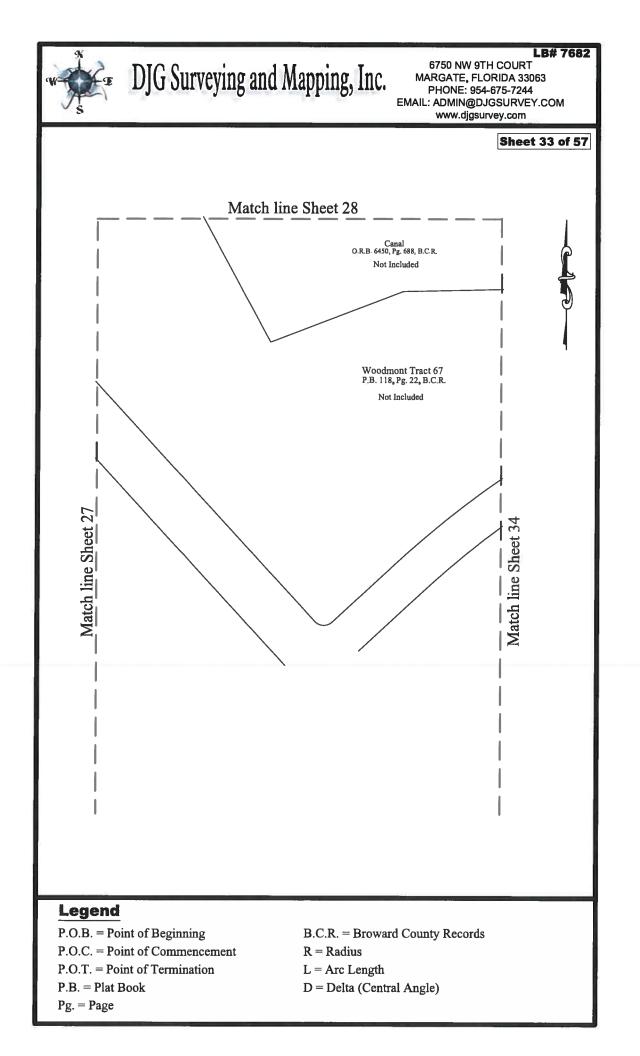


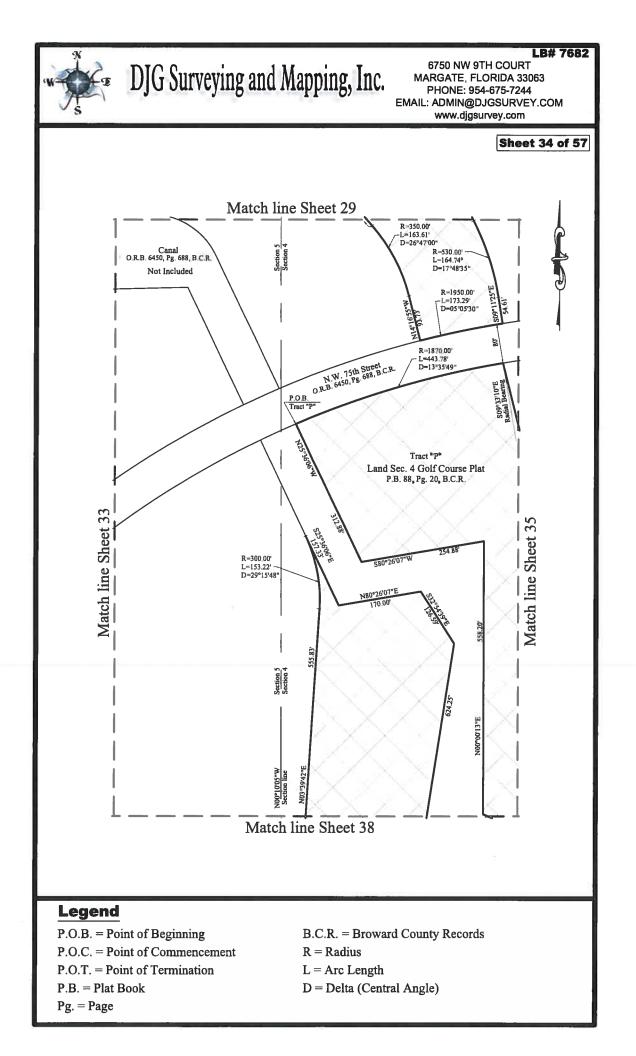


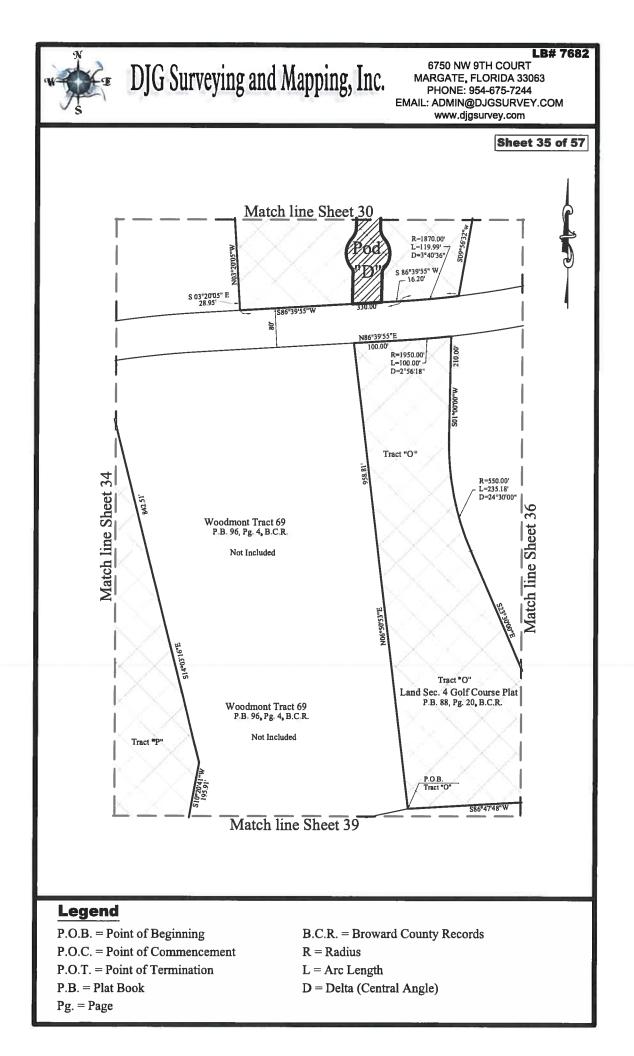


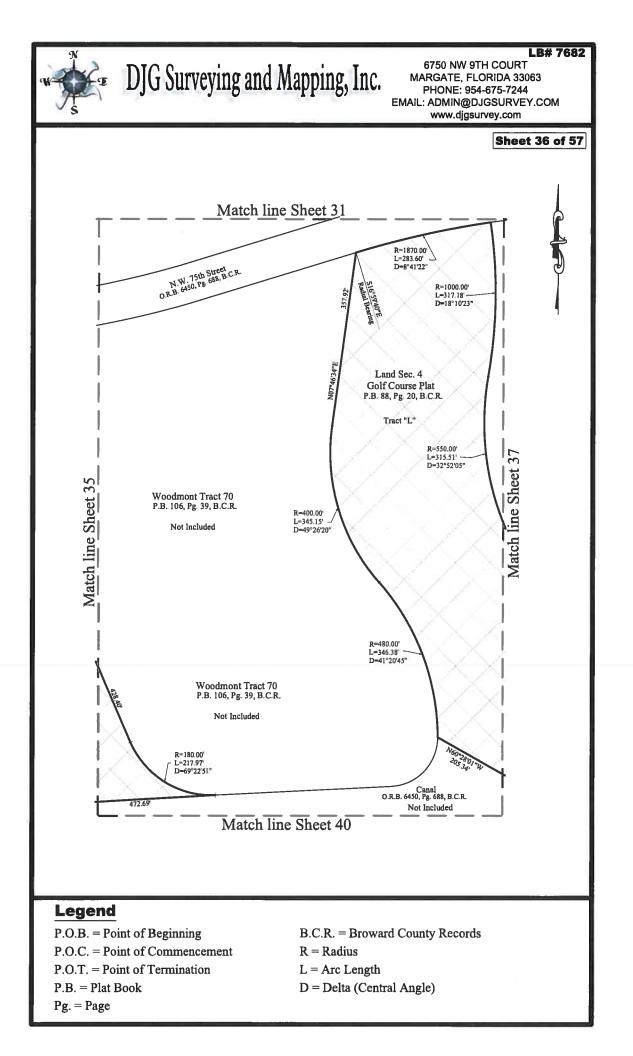


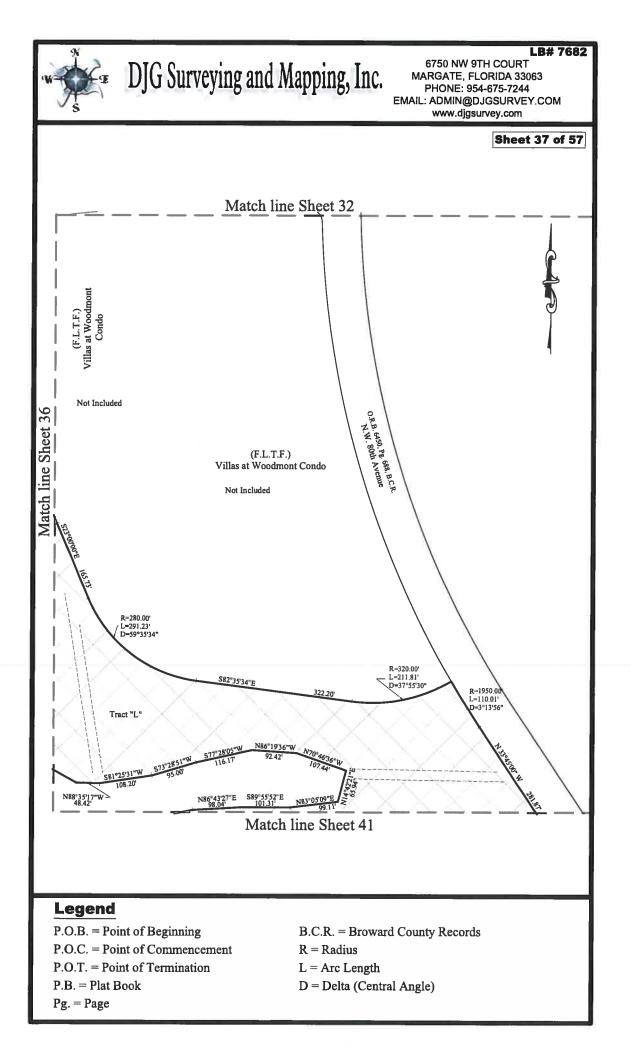


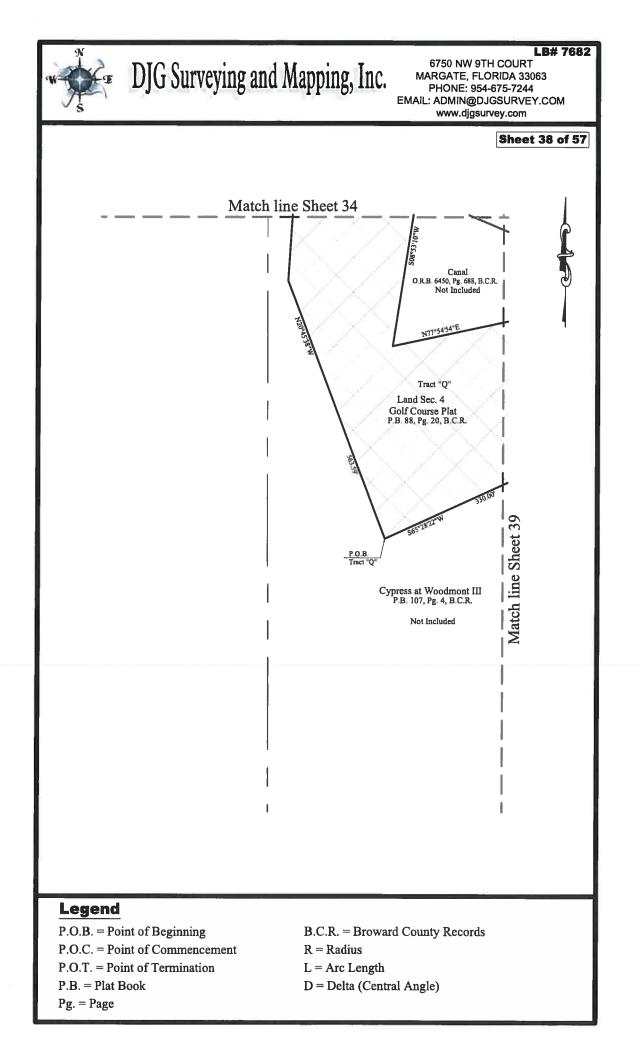


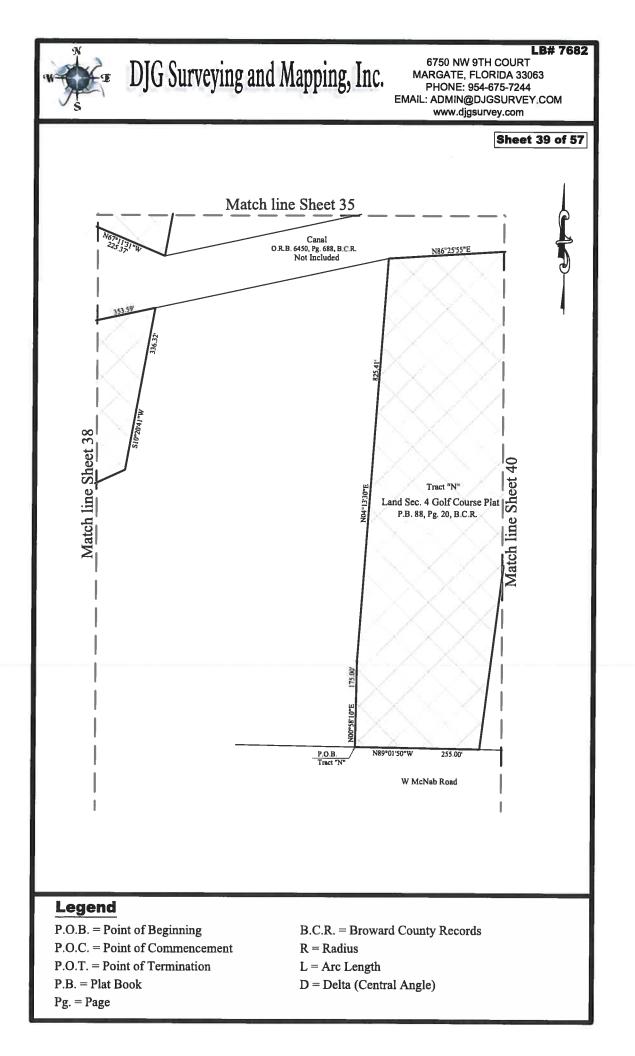


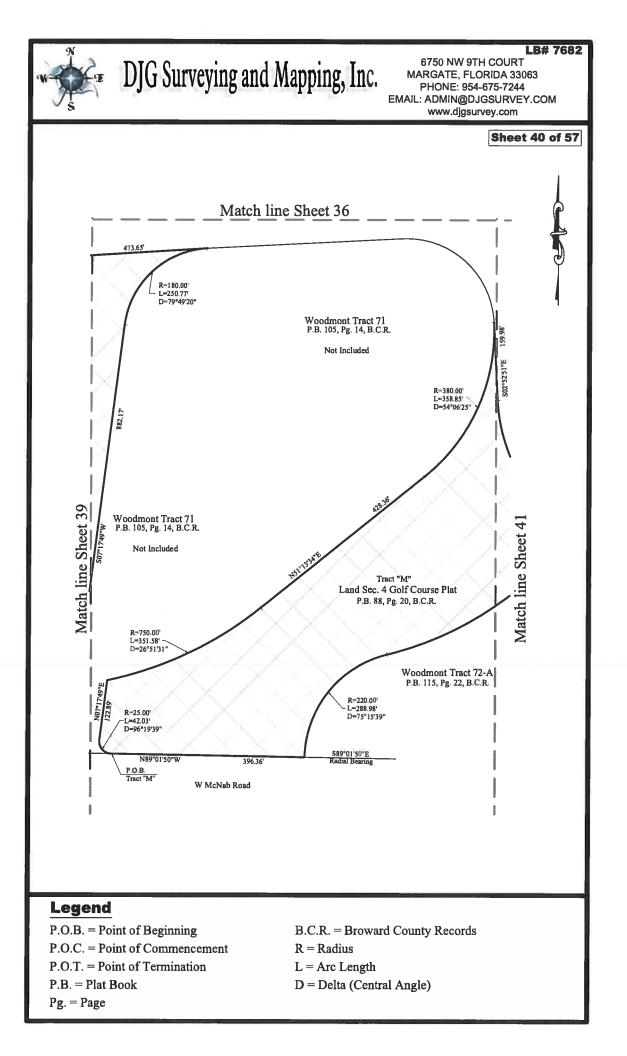


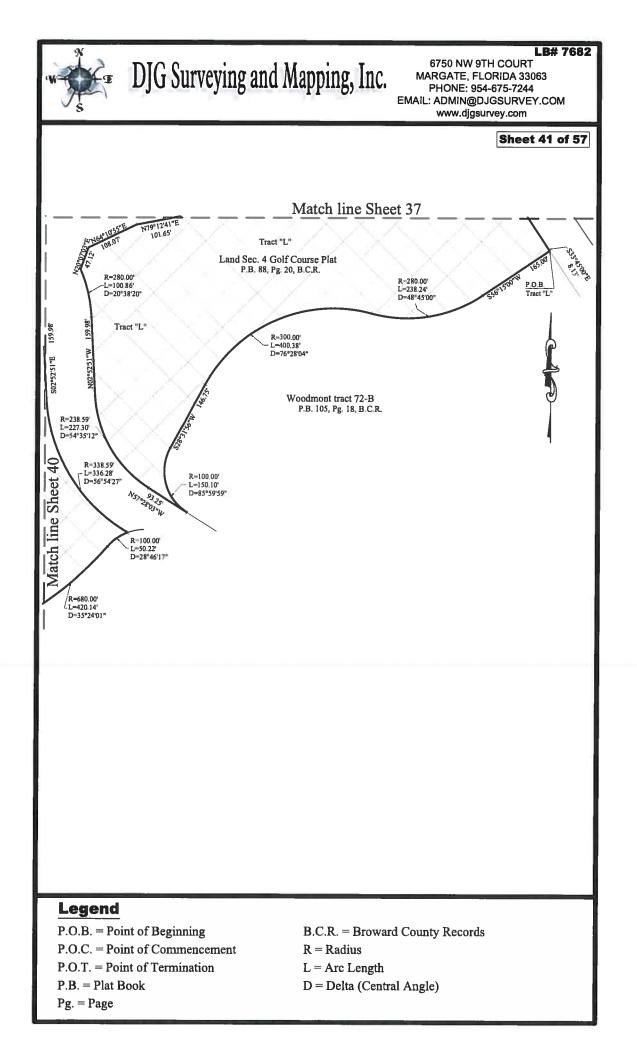


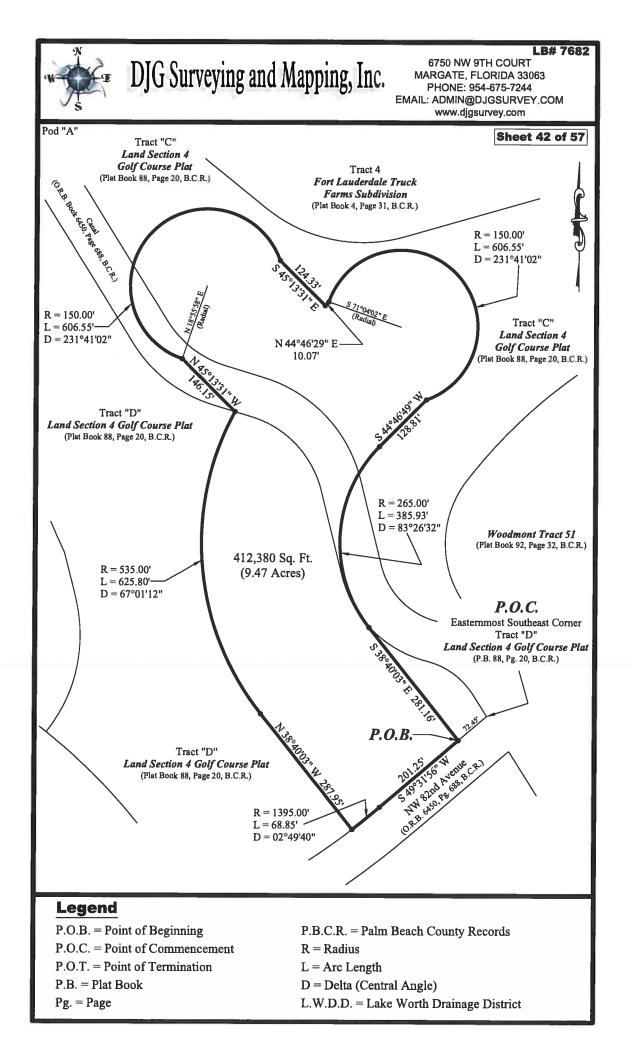


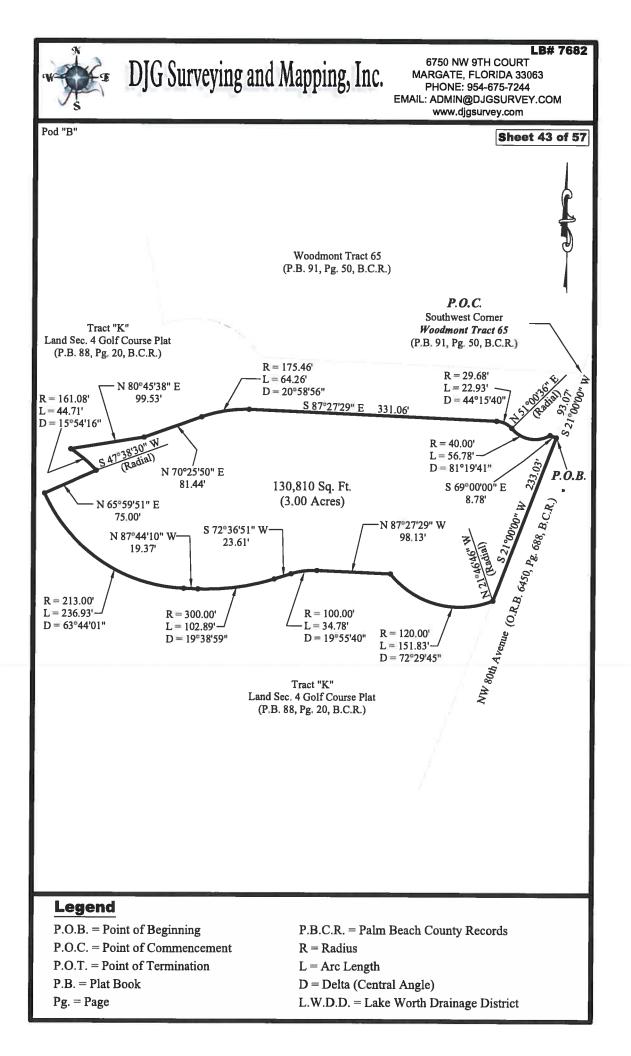


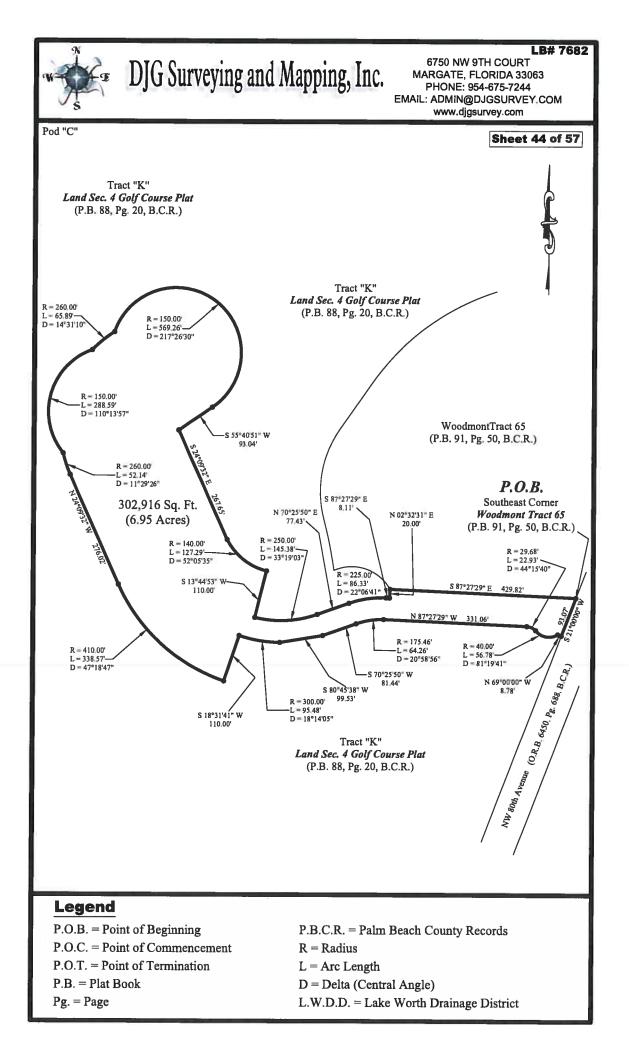


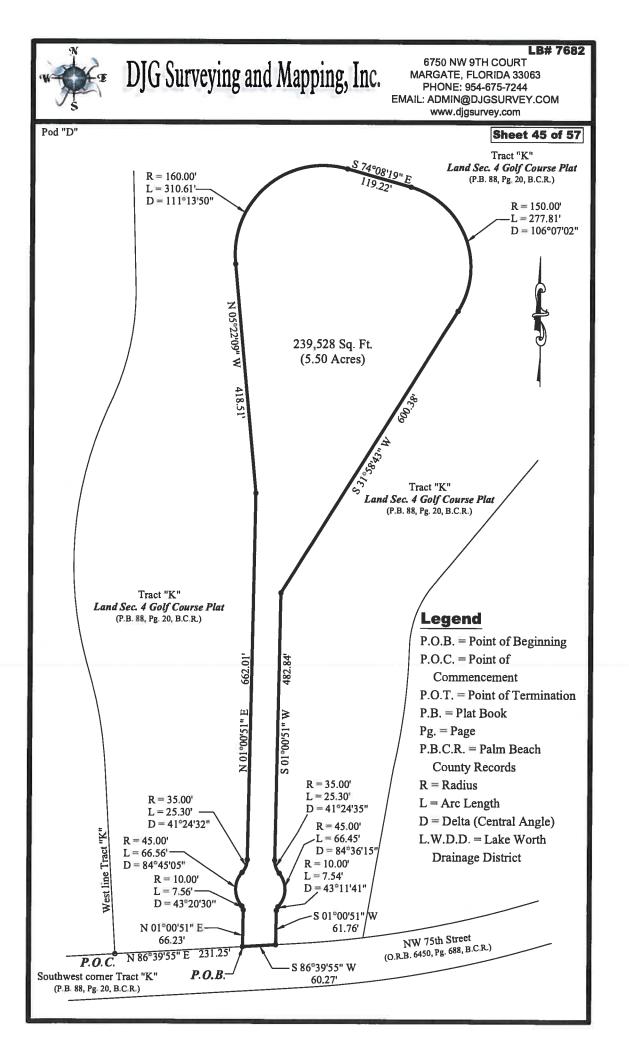


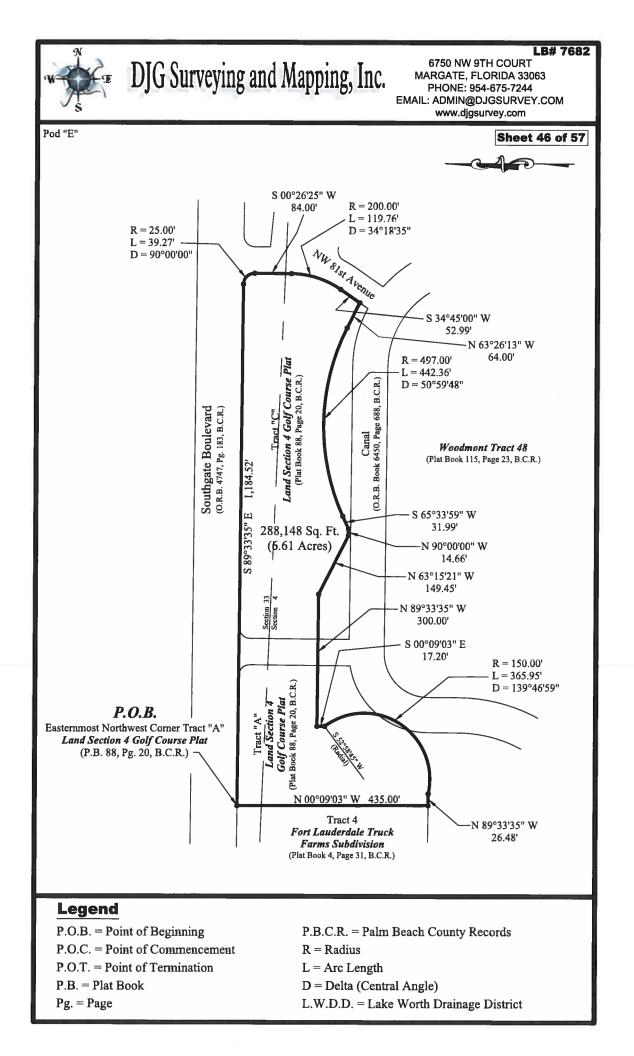


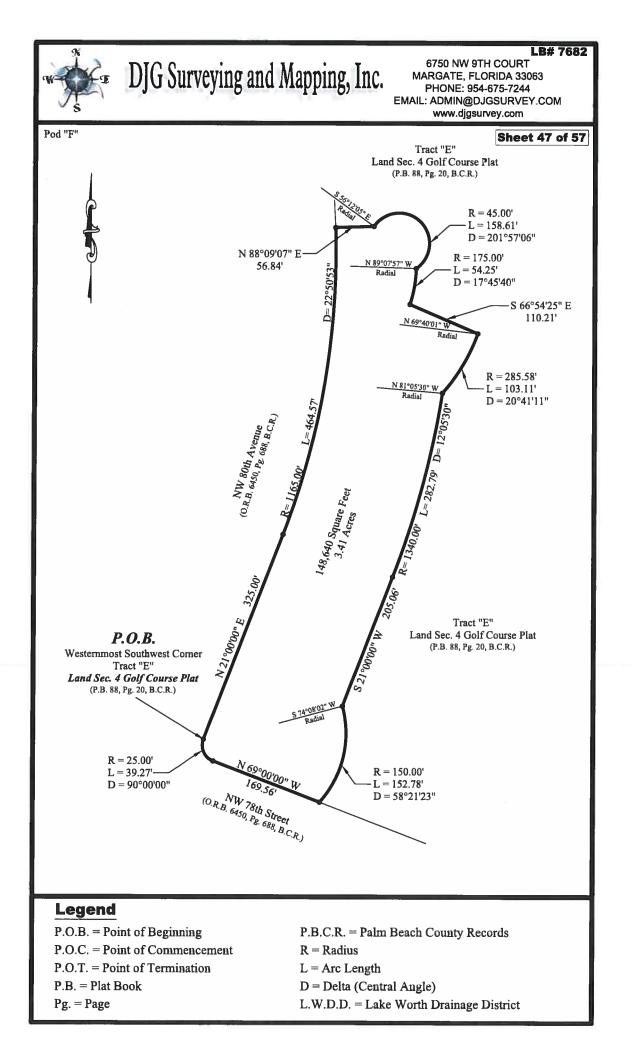


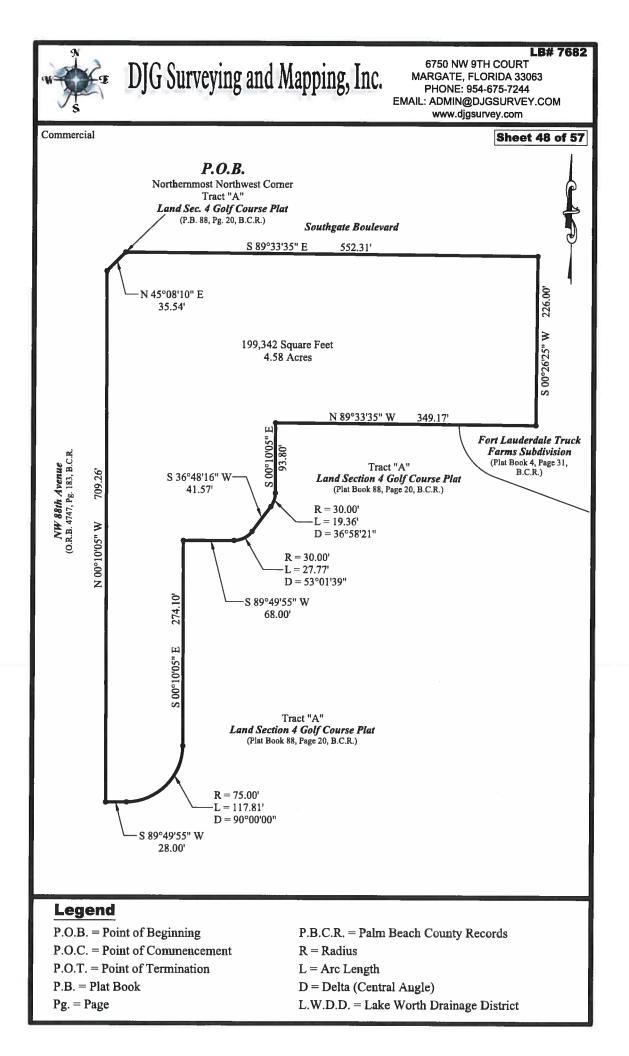


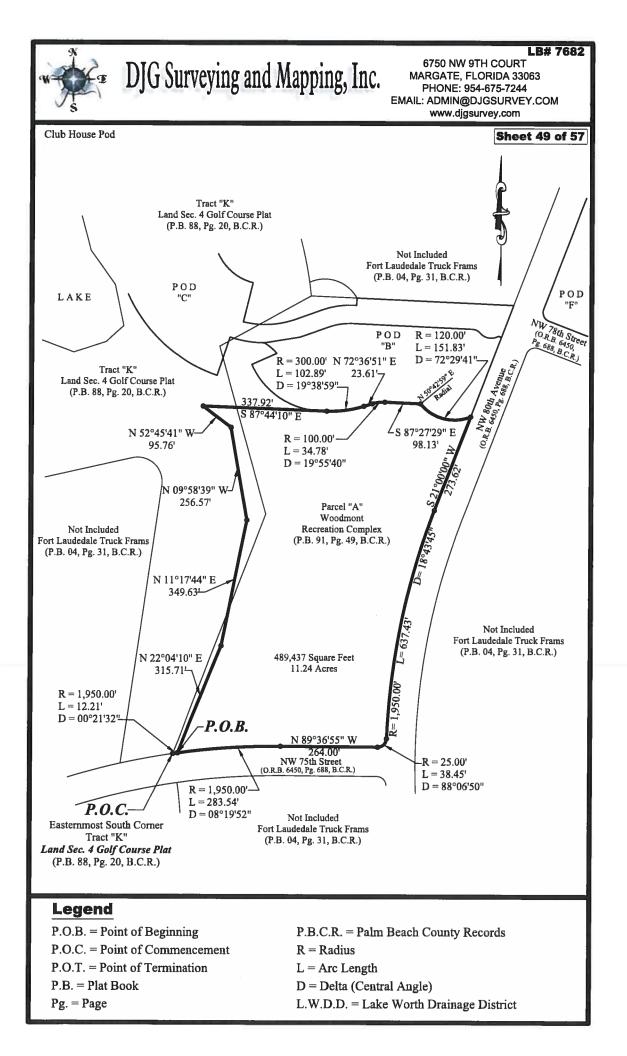


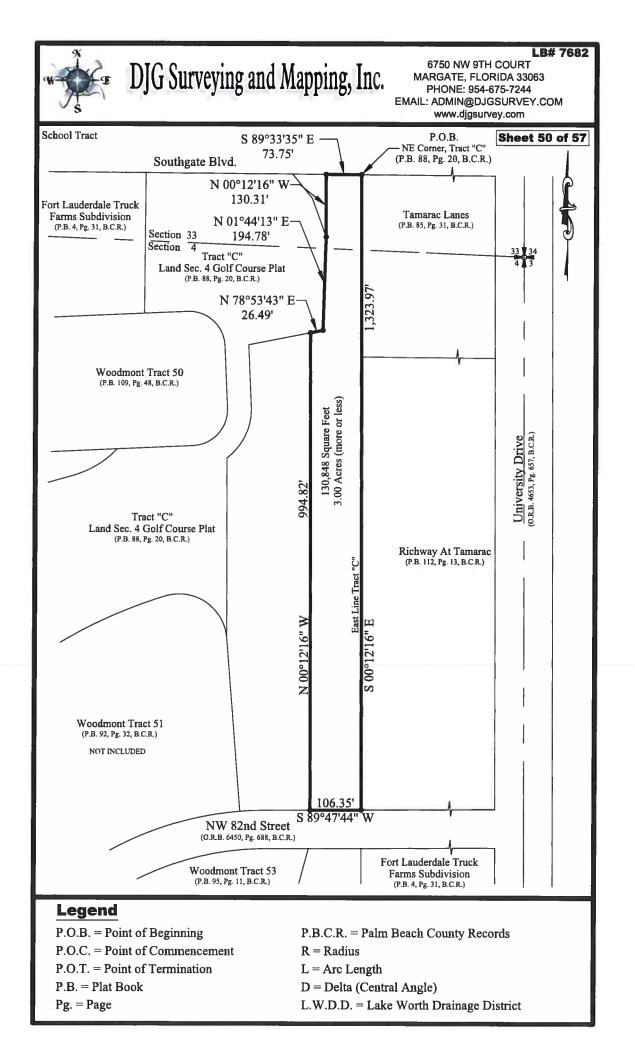














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LEGAL DESCRIPTION

A portion of Tracts, A, B, and C, LAND SEC. 4 GOLF COURSE PLAT according to the plat thereof, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, according to the plat thereof, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northwest corner of Section 4, Township 49 South, Range 41 East; thence North 00°10'05"West, along the West boundary of said Section 4, 6.33 feet to the POINT OF BEGINNING, said point also being on the South right-of-way line of Southgate Boulevard and the North boundary of said Tract A; thence South 89°33'35" East, along said South right-of-way line and North boundary, 506.18 feet; thence South 00°09'03" East, 389.13 feet; thence South 69°45'23" East, 379.53 feet; thence northeasterly along the arc of a tangent curve said curve being concave to the Northwest having a radius of 250.00 feet, a delta of 72°12'51", an arc distance of 315.09 feet; thence South 89°33'35" East, 400.00 feet; thence North 00°09'03" West, 435.00 feet to a point of intersection with said South right-of-way line of Southgate Boulevard and said North boundary of Tract A; thence South 89°33'35" East, along South right-of-way line and along the North boundary of said Tracts A and C, 1184.52 feet; thence Southeasterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet; thence tangent to said curve South 00°26'25" West, 84.00 feet; thence southerly along the arc of a tangent curve, said curve being concave to the West having a radius of 200.00 feet, a delta of 34°18'35", an arc distance of 119.76 feet; thence tangent to said curve South 34°45'00" West, 75.55 feet to a point on the right-of-way line of that certain canal right-of-way recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point on the arc of a non-tangent curve (radial line thru said point bears South 28°35'58" West); thence northwesterly along said right-of-way line and along the arc of said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 28°09'31", an arc distance of 137.61 feet; thence tangent to said curve North 89°33'35" West, along said right-of-way line, 650.00 feet; thence southwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 180.00 feet, a delta of 90°00'00", an arc distance of 282.74 feet; thence tangent to said curve South 00°26'25" West, along said right-of-way line and along the East boundary of said Tract A, 72.90 feet; thence Southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 300.00 feet, a delta of 28°03'35", an arc distance of 146.92 feet; thence tangent to said curve South 28°30'00" West, along said right-of-way line and along said East boundary, 287.48 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 07°46'43" East); thence westerly along the arc of said curve being concave to the North having a radius of 330.00 feet, a delta of 3°18'02", an arc distance of 19.01 feet; thence tangent to said curve North 78°55'15" West, 39.26 feet; thence North 10°30'00" West, 160.87 feet; thence South 79°30'00" West, 478.61 feet; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 350.00 feet, a delta of 46°19'55", an arc distance of 283.03 feet; thence tangent to said curve North 54°10'05" West, 621.27 feet; thence Southwesterly along the arc of a tangent curve said curve being concave to the Southeast having a radius of 60.00 feet, a delta of 108°00'00", an arc distance of 113.10 feet; thence tangent to said curve South 17°49'55" West, 372.42 feet to a point of intersection with the West boundary of said Section 4; thence South 00°10'05" East, along said West boundary, 185.00 feet; thence South 84°10'05" East, 140.74 feet; thence easterly along the arc of a tangent curve, said curve being concave to the South having a radius of 300.00 feet, a delta of 26°00'00", an arc distance of 136.14 feet; thence tangent to said curve South 58°10'05" East, 775.64 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 68°39'54" East); thence southwesterly along the arc of said curve being concave to the Southeast having a radius of 240.00 feet, a delta of 7°32'24", an arc distance of 31.58 feet; thence tangent to said curve South 13°47'42" West, 10.01 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 25.00 feet, a delta of 95°26'33", an arc distance of 41.65 feet to a point of intersection with the northerly right-of-way line of N.W. 81st Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, said point also being a point of compound curvature; thence westerly along said northerly right-of-way line and along the arc of a tangent curve being concave to the North having a radius of 1395.00 feet, a delta of 0°43'43", an arc distance of 17.74 feet; thence tangent to said curve North 70°02'03" West, along said northerly right-of-way line and along the southerly boundary of said Tracts B and A, 461.99 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 1270.00 feet, a delta of 19°30'09", an arc distance of 432.29 feet; thence tangent to said curve North 89°32'12" West, along said right-of-way line, 206.15 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 25.00 feet, a delta of 102°10'28", an arc distance of 44.58 feet to a point of reverse curvature, said point also being on the East right-of-way line of N.W. 88th Avenue, as recorded on Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida; thence northerly along said right-of-way line (said line also being the West boundary of said Tract A), and along the arc of a tangent curve, said curve being concave to the West having a radius of 1053.00 feet, a delta of 12°48'21", an arc distance of 235.35 feet; thence tangent to said curve North 00°10'05" West, along said West boundary of Tract A, 969.69 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°36'30", an arc distance of 39.54 feet to a point on said South right-of-way line of Southgate Boulevard; thence South 89°33'35" East, along said South right-of-way line, 171.74 feet to the POINT OF BEGINNING.

TOGETHER WITH

A portion of Tract C of said LAND SEC. 4 GOLF COURSE PLAT and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

BEGINNING at the most northeasterly corner of said Tract C; thence South 00°12'16" East, along the East boundary of said Tract C, 1323.97 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 89°47'44" West, along said northerly right-of-way line and along the South boundary of said Tract C, 200.00 feet; thence westerly along said northerly right-of-way line and along the arc of a tangent curve, said curve being concave to the South having a radius of 680.00 feet, a delta of 4°26'58", an arc distance of 52.81 feet to the Southeast corner of WOODMONT TRACT 51, according to the Plat thereof, as recorded in Plat Book 92, Page 32, of the Public Records of Broward County, Florida; thence North 04°39'14" West, along the easterly boundary of said WOODMONT TRACT 51, 361.86 feet; thence northwesterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 102°20'46", an arc distance of 178.63 feet to a point of compound curvature; thence southewsterly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 30°30'00", an arc distance of 19.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tangent curve, said curve being concave to the East having a radius of 100.00 feet, a delta of 30°00", an arc distance of a tangent curve, said curve being concave to the Southeast having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of a tangent curve, said curve being concave to the East having a radius of 200.00 feet, a delta of 70°00'00", an arc distance of 61.59 feet to a point of compound curvature; thence southerly along the boundary of said WOODMONT TRACT 51 and along the arc of a tang



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thence northwesterly along the boundary of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, and along the arc of a tangent curve, said curve being concave to the Southwest and having a radius of 230.00 feet; a delta of 43°32'56", an arc distance of 174,82 feet to a point of reverse curvature ; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Northeast having a radius of 150.00 feet, a delta of 62°02'56", an arc distance of 162.44 feet thence tangent to said curve North 14°00"00' West, along said right-of-way line, 169.36 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve said curve being concave to the Southwest having a radius of 280.00 feet. a delta of 59 00'00", an arc distance of 288.33 feet; thence tangent to said curve North 73°00'00" West, along said right-of-way line, an arc distance of 80.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 200.00 feet, a delta of 41°00'00", an arc distance of 143.12 feet; thence tangent to said curve North 32"00'00" West, along said right-of-way line, 650.00 feet; thence northwesterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 280.00 feet, a delta of 17°06'01", an arc distance of 83.57 feet; thence North 34°45'00" East, 75.55 feet; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 260.00 feet, a delta of 7°03'03", an arc distance of 32.00 feet to a point of reverse curvature; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 79°53'45", an arc distance of 34.86 feet; thence tangent to said curve South 72°24'17" East, 31.18 feet; thence southeasterly along the arc of a tangent curve being concave to the Northeast having a radius of 730.00 feet, a delta of 3°37'17", an arc distance of 46.14 feet; thence South 00°26'25" West, 31.39 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 200.00 feet; a delta of 27°11'35", an arc distance of 94.92 feet; thence North 89°31'26" East, 162.02 feet; thence easterly along the arc of a tangent curve being concave to the South having a radius of 400.00 feet, a delta of 42°43'43", an arc distance of 298.30 feet to a point of reverse curvature; thence southeasterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 540.00 feet, a delta of 44°48'43", an arc distance of 422.34 feet; thence tangent to said curve North 87°26'25" East, 535.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve North 02°33'35" West, 130.00 feet; thence Northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 75.00 feet, a delta of 90°00'00", an arc distance of 117.81 feet; thence tangent to said curve South 87°26'25" West, 535.00 feet; thence Northwesterly along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 260.00 feet, a delta of 43°00'00", an arc distance of 195.13 feet to a point of reverse curvature; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 700.00 feet, a delta of 41°19'36", an arc distance of 504.90 feet to a point of reverse curvature; thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 565.00 feet, a delta of 18°28'53", an arc distance of 182.25 feet; thence North 84°22'31" West, 79.51 feet; thence North 00°26'25" East, 35.00 feet; thence northeasterly along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 25.00 feet, a delta of 90°00'00", an arc distance of 39.27 feet to a point on the South right-of-way line of Southgate Boulevard; thence tangent to said curve South 89°33'35" East, along the said South right-of-way, 1775.00 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

A portion of Tract D of said LAND SEC. 4 GOLF COURSE PLAT and a portion of said FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 4, Township 49 South, Range 41 East, described as follows:

Beginning at the most southwesterly corner of said Tract D; thence North 14°00'13" East, along the West boundary of said Tract D and along the right-of-way line of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida, 40.24 feet; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southeast having a radius of 100.00 feet, a delta of 92°47'07", an arc distance of 161.94 feet to a point of reverse curvature; thence northeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 180.00 feet, a delta of 78°17'21", an arc distance of 245.95 feet; thence tangent to said curve North 28°30'00" East, 425.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 01°47'58" West); thence northeasterly along the arc of said curve being concave to the Northwest having a radius of 390.00 feet; a delta of 18°12'02", an arc distance of 123.80 feet; thence tangent to said curve North 70°00'00" East, 430.00 feet; thence North 87°00'00" East, 790.00 feet to a point on the aforesaid canal right of way; thence South 32°00'00" East, along said right-of-way line, 276.10 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 280.00 feet, a delta of 41°00'00", an arc distance of 200.36 feet; thence tangent to said curve South 73°00'00" East, along said right-of-way line, 80.00 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 200.00 feet, a delta of 59°00'00", an arc distance of 205.95 feet; thence tangent to said curve South 14°00'00" East, along said right-of-way line, 169.36 feet; thence southeasterly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the Northeast having a radius of 230.00 feet, a delta of 62°02'56", an arc distance of 249.08 feet to a point of reverse curvature; thence southeasterly along said right-of-way line and along the arc of a tangent curve , said curve being concave to the Southwest having a radius of 150.00 feet, a delta of 43°32'56", an arc distance of 114.01 feet; thence tangent to said curve South 32°30'00" East, along said right-of-way line, 50.00 feet to a point on the northerly right-of-way line of N.W. 82nd Street, as recorded in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; thence South 49°31'56" West, along said right-of-way line 273.71 feet; thence southwesterly along the arc of a tangent curve, said curve being concave to the Northwest having a radius of 1395.00 feet, a delta of 14°28'04", an arc distance of 352.26 feet; thence tangent to said curve South 64°00'00" West, along said right-of-way line, 36.78 feet thence westerly along the arc of a tangent curve, said curve being concave to the North having a radius of 25.00 feet, a delta of 86°52'08", an arc distance of 37.90 feet to a point of reverse curvature; thence northwesterly along the northerly right-of-way line of N.W. 81st Street, as recorded in said Official Records Book 6450, Page 688 and along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 1165.00 feet, a delta of 22°18'12", an arc distance of 453.50 feet to a point on the arc of a radially tangent curve; thence northerly along the arc of a tangent curve, said curve being concave to the West having a radius of 300.00 feet, a delta of 52°52'37", an arc distance of 276.88 feet; thence tangent to said curve North 14°18'41" West, 90.00 feet; thence North 24°06'06" West, 435.26 feet; thence northwesterly along the arc of a tangent curve, said curve being concave to the Southwest having a radius of 100.00 feet, a delta of 83°04'02", an arc distance of 144.98 feet; thence tangent to said curve South 72°49'52" West, 501.42 feet; thence South 69°19'52" West, 362.18 feet; thence southerly along the arc of a tangent curve, said curve being concave to the East having a radius of 170.00 feet, a delta of 76°00'00", an arc distance of 225.50 feet; thence tangent to said curve South 06°40'08" East 137.18 feet to a point on said northerly right-of-way line of N.W. 81st Street; thence South 83°19'52" West, along said right-of-way line, 208.97 feet; thence westerly along said right-of-way line and along the arc of a tangent curve, said curve being concave to the North having a radius of 1395.00 feet, a delta of 19°01'46", an arc distance of 463.32 feet to the POINT OF BEGINNING.



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ALSO TOGETHER WITH

A portion of said Tract D described as follows:

BEGINNING at the most northerly and westerly corner of said Tract D; thence South 61°30'00" East, 206.31 feet; thence South 70°00'00" West, 235.30 feet; thence southwesterly along the arc of a tangent curve being concave to the Northwest having a radius of 330.00 feet, a delta of 11°53'53", an arc distance of 68.53 feet to a point on the right-of-way of that certain canal right-of-way as recorded in Official Records Book 6450, Page 688 of the Public Records of Broward County, Florida; thence North 28°30'00" East, along said right-of-way line, 222.49 feet to the POINT OF BEGINNING.

ALSO TOGETHER WITH

Tracts E and F of said LAND SEC. 4 GOLF COURSE PLAT.

AND

Tracts G, H, I, J, K, L, M, N, O, P, and Q, LAND SEC. 4 GOLF COURSE PLAT, according to the Plat thereof as recorded in Plat Book 88, Page 20 of the Public Records of Broward County, Florida.

AND

Parcel "A", WOODMONT RECREATION COMPLEX, according to the plat thereof, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 285.00 acres, more or less.

LESS THE FOLLOWING POD "A":

A parcel of land being a portion of Tract "D" and Tract "C", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the Easternmost Southeast corner of said Tract "D", said point also being a point on the Northerly line of NW 82nd Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; Thence, South 49°31'56" West, along said Northerly line, a distance of 72.45 feet to the POINT OF BEGINNING;

Thence, continue along said Northerly line, South 49°31'56" West, a distance of 201.25 feet to the point of curvature of a circular curve, concave to the Northwest, having a radius of 1395.00 feet and a central angle of 02°49'40";

Thence, Southerly along the arc of said curve, and said Northerly line of NW 82nd Avenue, an arc distance of 68.85 feet;

Thence, North 38°40'03" West, a distance of 287.95 feet to the point of curvature of a circular curve, concave to the East, having a radius of 535.00 feet and a central angle of 67°01'12";

Thence, Northerly along the arc of said curve, an arc distance of 625.80 feet;

Thence, North 45°13'31" West, a distance of 146.15 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 231°41'02";

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 606.55 feet;

Thence, South 45°13'31" East, a distance of 124.33 feet;

Thence, North 44°46'29" East, a distance of 10.07 feet to a point on the arc of a circular curve, concave to the South, having a radius of 150.00 feet and a central angle of 231°41'02", a radial line bears from said point South 71°04'02" East;

Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 606.55 feet;

Thence, South 44°46'49" West, a distance of 128.81 feet to the point of curvature of a circular curve, concave to the East, having a radius of 265.00 feet and a central angle of 83°26'32";

Thence, Southerly along the arc of said curve, an arc distance of 385.93 feet;

Thence, South 38°40'03" East, a distance of 281.16 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 412,380 square feet (9.47 acres) more or less.

LESS THE FOLLOWING POD "B":

A portion of Tract "K", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southwest corner, WOODMONT TRACT 65, according to the plat thereof, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point also being a point on the Westerly line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida;

Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet to the POINT OF BEGINNING; Thence, continue South 21°00'00" West, along said Westerly line, a distance of 233.03 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'45"; a radial line bears from said point North 21°46'46" West;

Thence, Westerly along the arc of said curve, an arc distance of 151.83 feet;

Thence, North 87°27'29" West, a distance of 98.13 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40";

Thence, Westerly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;



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Thence, South 72°36'51" West, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59";

Thence, Westerly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;

Thence, North 87°44'10" West, a distance of 19.37 feet to the point of curvature of a circular curve, concave to the Northeast, having a radius of 213.00 feet and a central angle of 63°44'01";

Thence, Northwesterly along the arc of said curve, an arc distance of 236.393 feet;

Thence, North 65°59'51" East, a distance of 75.00 feet to a point on the arc of a circular curve, concave to the Southwest, having a radius of 161.08 feet and a central angle of 15°54'16"; a radial line bears from said point South 47°38'30" West;

Thence, Northwesterly along the arc of said curve, an arc distance of 44.71 feet;

Thence, North 80°45'38" East, a distance of 99.53 feet;

Thence, North 70°25'50" East, a distance of 81.44 feet to the point of curvature of a circular curve, concave to the South, having a radius of 175.46 and a central angle of 20°58'56";

Thence, Easterly along the arc of said curve, an arc distance of 64.26 feet;

Thence, South 87°27'29" East, a distance of 331.06 feet to the point of curvature of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40";

Thence, Southeasterly along the arc of said curve, an arc distance of 22.93 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 51°00'36" East; Thence, Easterly along the arc of said curve, an arc distance of 56.78 feet;

Thence, South 69°00'00" East, a distance of 8.78 feet to a point on the said West line of NW 80th Avenue and the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,810 square feet (3.00 acres) more or less.

LESS THE FOLLOWING POD C

A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Southeast corner of WOODMONT TRACT 65, as recorded in Plat Book 91, Page 50, of the Public Records of Broward County, Florida, said point being on the Westerly line of NW 80th Avenue;

Thence, South 21°00'00" West, along said Westerly line, a distance of 93.07 feet;

Thence, North 69°00'00" West, a distance of 8.78 feet to a point on the arc of a circular curve, concave to the North, having a radius of 40.00 feet and a central angle of 81°19'41"; a radial line bears from said point North 30°19'05" West;

Thence, Westerly along the arc of said curve, an arc distance of 56.78 feet to a point on the arc of a circular curve, concave to the South, having a radius of 29.68 feet and a central angle of 44°15'40"; a radial line bears from said point South 46°48'11" West;

Thence, Westerly along the arc of said curve, an arc distance of 22.93 feet to the point of tangency;

Thence, North 87°27'29" West, a distance of 331.06 feet to a point on the arc of a circular curve, concave to the South, having a radius of 175.46 feet and a central angle of 20°58'56"; a radial line bears from said point South 01°24'46" West;

Thence, Westerly along the arc of said curve, an arc distance of 64.26 feet to the point of tangency;

Thence, South 70°25'50" West, a distance of 81.44 feet;

Thence, South 80°45'38" West, a distance of 99.53 feet to a point on the arc of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 18°14'05"; a radial line bears from said point North 00°17'36" East;

Thence, Westerly along the arc of said curve, an arc distance of 95.48 feet; -

Thence, South 18°31'41" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 410.00 feet and a central angle of 47°18'47";

Thence, Northwesterly along the arc of said curve, an arc distance of 338.57 feet to the point of tangency;

Thence, North 24°09'32" West, a distance of 276.02 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 11°29'26"; a radial line bears from said point North 65°50'28" East;

Thence, Northerly along the arc of said curve, an arc distance of 52.14 feet to a point on the arc of a circular curve, concave to the East, having a radius of 150.00 feet and a central angle of 110°13'57"; a radial line bears from said point North 50°27'41" East;

Thence, Northerly and Easterly along the arc of said curve, an arc distance of 288.59 feet to a point on the arc of a circular curve, concave to the East, having a radius of 260.00 feet and a central angle of 14°31'10"; a radial line bears from said point South 46°10'35" East;

Thence, Northeasterly along the arc of said curve, an arc distance of 65.89 feet to a point on the arc of a circular curve, concave to the

South, having a radius of 150.00 feet and a central angle of 217°26'30"; a radial line bears from said point South 71°21'54" East;

Thence, Easterly, Southerly and Westerly along the arc of said curve, an arc distance of 569.26 feet;

Thence, South 55°40'51" West, a distance of 93.04 feet;

Thence, South 24°09'32" East, a distance of 267.65 feet to the point of curvature of a circular curve, concave to the North, having a radius of 140.00 feet and a central angle of 52°05'35";

Thence, Southeasterly along the arc of said curve, an arc distance of 127.29 feet;

Thence, South 13°44'53" West, a distance of 110.00 feet, radially, to the point of curvature of a circular curve, concave to the North, having a radius of 250.00 feet and a central angle of 33°19'03";

Thence, Easterly along the arc of said curve, an arc distance of 145.38 feet to the point of tangency;

Thence, North 70°25'50" East, a distance of 77.43 feet to the point of curvature of a circular curve, concave to the South, having a radius of 225.00 feet and a central angle of 22°06'41";

Thence, Easterly along the arc of said curve, an arc distance of 86.33 feet to the point of tangency;

Thence, South 87°27'29" East, a distance of 8.11 feet;

Thence, North 02°32'31" East, a distance of 20.00 feet;

Thence, South 87°27'29" East, a distance of 429.82 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 302,916 square feet (6.95 acres) more or less.

LESS THE FOLLOWING POD D:



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A parcel of land lying in Section 4, Township 49 South, Range 41 East, being a portion of Tract "K", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows: COMMENCE at the Southwest corner of said Tract "K", said point also being a point on the Northerly line of NW 75th Street as described in Official Records Book 6450, Page 688 of the Public Records of Broward County Florida; Thence, North 86°39'55" East, along said Northerly line, a distance of 231.25 feet to the POINT OF BEGINNING; Thence, North 01°00'51" East, a distance of 66.23 feet to the point of curvature of a circular curve, concave to the West, having a radius of 10.00 feet and a central angle of 43°20'30"; Thence, Northerly along the arc of said curve, an arc distance of 7.56 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 45.00 feet and a central angle of 84°45'05"; Thence, Northerly along the arc of said curve, an arc distance of 66.56 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 35.00 feet and a central angle of 41°24'32"; Thence, Northerly along the arc of said curve, an arc distance of 25.30 feet to the point of tangency; Thence, North 01°00'51" East, a distance of 662.01 feet; Thence, North 05°22'09" West, a distance of 418.51 feet to the point of curvature of a circular curve, concave to the Southeast, having a radius of 160.00 feet and a central angle of 111°13'50"; Thence, Northerly and Easterly along the arc of said curve, an arc distance of 310.61 feet to the point of tangency; Thence, South 74°08'19" East, a distance of 119.22 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 150.00 feet and a central angle of 106°07'02"; Thence, Easterly and Southerly along the arc of said curve, an arc distance of 277.81 feet to the point of tangency; Thence, South 31°58'43" West, a distance of 600.38 feet; Thence, South 01°00'51" West, a distance of 482.84 feet to the point of curvature of a circular curve, concave to the East, having a radius of 35.00 feet and a central angle of 41°24'35"; Thence, Southerly along the arc of said curve, an arc distance of 25.30 feet to the point of reverse curvature of a circular curve, concave to the West, having a radius of 45.00 feet and a central angle of 84°36'15"; Thence, Southerly along the arc of said curve, an arc distance of 66.45 feet to the point of reverse curvature of a circular curve, concave to the East, having a radius of 10.00 feet and a central angle of 43°11'41"; Thence, Southerly along the arc of said curve, an arc distance of 7.54 feet to the point of tangency; Thence, South 01°00'51" West, a distance of 61.76 feet to a point on the North line of NW 75th Street; Thence, South 86°39'55" West, along said North line, a distance of 60.27 feet to the POINT OF BEGINNING. Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 239,528 square feet (5.50 acres) more or less. LESS THE FOLLOWING POD E: A parcel of land being a portion of Tract "A" and Tract "C", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, and a portion of a canal, as recorded in Official Records Book 6450, Page 688, all of the Public Records of Broward County, Florida, being more particularly described as follows: BEGINNING at the Easternmost Northwest corner of said Tract "A" and a point on the South line of Southgate Boulevard; Thence, South 89°33'35" East, along said South line, a distance of 1,184.52 feet to the point of curvature of a circular curve, concave to the Southwest, having a radius of 25.00 feet and a central angle of 90°00'00"; Thence, Southeasterly along the arc of said curve, an arc distance of 39.27 feet; Thence, South 00°26'25" West, a distance of 84.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 200.00 feet and a central angle of 34°18'35"; Thence, Southwesterly along the arc of said curve, an arc distance of 119.76 feet; Thence, South 34°45'00" West, a distance of 52.99 feet; Thence, North 63°26'13" West, a distance of 64.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 497.00 feet and a central angle of 50°59'48"; Thence, Westerly along the arc of said curve, an arc distance of 442.36 feet; Thence, South 65°33'59" West, a distance of 31.99 feet; Thence, North 90°00'00" West, a distance of 14.66 feet; Thence, North 63°15'21" West, a distance of 149.45 feet; Thence, North 89°33'35" West, a distance of 300.00 feet; Thence, South 00°09'03" East, a distance of 17.20 feet to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 139°46'59"; a radial line bears from said point South 52°58'45" West; Thence, Southerly and Westerly along the arc of said curve, an arc distance of 365.95 feet; Thence, North 89°33'35" West, a distance of 26.48 feet; Thence, North 00°09'03" West, a distance of 435.00 feet to the POINT OF BEGINNING. Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 288,148 square feet (6.61 acres) more or less.

LESS THE FOLLOWING POD F

A portion of Tract "E", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Westernmost Southwest corner of said Tract "E", said point also being a point on the Easterly right-of-way line of NW 80th Avenue as described in Official Records Book 6450, Page 688, of the Public Records of Broward County, Florida; Thence, North 21°00'00" East, along said Easterly line, a distance of 325.00 feet to the point of curvature of a circular curve, concave to the West, having a radius of 1165.00 feet and a central angle of 22°50'33";



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Thence, Northerly along the arc of said curve, and the Easterly line of NW 80th Avenue, an arc distance of 464.57 feet; Thence, radially to aforementioned curve, North 88°09'07" East, a distance of 56.84 feet to a point on the arc of a circular curve, concave to the South, having a radius of 45.00 feet and a central angle of 201°57'06"; a radial line bears from said point South 56°12'05" East; Thence, Easterly and Southerly along the arc of said curve, an arc distance of 158.61 feet to a point on the arc of a circular curve, concave to the West, having a radius of 175.00 feet and a central angle of 17°45'40"; a radial line bears from said point North 89°07'57" West; Thence, Southerly along the arc of said curve, an arc distance of 54.25 feet;

Thence, South 66°54'25" East, a distance of 110.21 feet to a point on the arc of a circular curve, concave to the Northwest, having a radius of 285.58 feet and a central angle of 20°41'11"; a radial line bears from said point North 69°40'01" West;

Thence, Southwesterly along the arc of said curve, an arc distance of 103,11 feet to a point on the arc of a circular curve, concave to the West, having a radius of 1340.00 feet and a central angle of 12°05'30"; a radial line bears from said point North 81°05'30" West; Thence, Southwesterly along the arc of said curve, an arc distance of 282.79 feet to the point of tangency;

Thence, South 21°00'00" West, a distance of 205.06 to a point on the arc of a circular curve, concave to the West, having a radius of 150.00 feet and a central angle of 58°21'23"; a radial line bears from said point South 74°08'02" West;

Thence, Southerly along the arc of said curve, an arc distance of 152.78 feet to a point on the Southerly line of said Tract "E";

Thence, North 69°00'00" West, along said Southerly line, a distance of 169.56 feet to the point of curvature of a circular curve, concave to the East, having a radius of 25.00 feet and a central angle of 90°00'00";

Thence, Westerly and Northerly along the arc of said curve, an arc distance of 39.27 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 148,640 square feet (3.41 acres) more or less.

LESS THE FOLLOWING COMMERCIAL POD

A portion of Tract "A", LAND SEC. 4 GOLF COURSE PLAT, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of FORT LAUDERDALE TRUCK FARMS SUBDIVISION, as recorded in Plat Book 4, Page 31, of the Public Records of Broward County, Florida, all being more particularly described as follows:

BEGINNING at the Northernmost Northwest corner of said Tract "A", said point also being a point on the South line of Southgate Boulevard;

Thence, South 89°33'35" East, along said South line of Southgate Boulevard, and the North line of said Tract "A", a distance of 552.31 feet; Thence, South 00°26'25" West, a distance of 226.00 feet;

Thence, North 89°33'35" West, a distance of 349.17 feet;

Thence, South 00°10'05" East, a distance of 93.80 feet to the point of curvature of a circular curve, concave to the West, having a radius of 30.00 feet and a central angle of 36°58'21";

Thence, Southwesterly along the arc of said curve, an arc distance of 19.36 feet to the point of tangency;

Thence, South 36°48'16" West, a distance of 41.57 feet to the point of curvature of a circular curve, concave to the North, having a radius of 30.00 feet and a central angle of 53°01'39";

Thence, Southwesterly along the arc of said curve, an arc distance of 27.77 feet to the point of tangency;

Thence, South 89°49'55" West, a distance of 68.00 feet;

Thence, South 00°10'05" East, a distance of 274.10 feet to the point of curvature of a circular curve, concave to the West, having a radius of 75.00 feet and a central angle of 90°00'00";

Thence, Southwesterly along the arc of said curve, an arc distance of 117.81 feet to the point of tangency;

Thence, South 89°49'55" West, a distance of 28.00 feet to a point on the West line of said Tract "A", and a point on the East line of NW 88th Avenue, as recorded in Official Records Book 4747, Page 183, of the Public Records of Broward County, Florida;

Thence, North 00° 10'05" West, along said West line of Tract "A" and the East line of NW 88th Avenue, a distance of 709.26 feet; Thence, North 45°08'10" East, a distance of 35.54 feet to the POINT OF BEGINNING.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 199,342 square feet (4.58 acres) more or less.

LESS THE FOLLOWING CLUB HOUSE POD

A portion of Tract "K", Land Sec. 4 Golf Course Plat, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of Parcel "A", Woodmont Recreation Complex, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Commencing at the Easternmost Southeast corner of said Tract "K", said point being a point on the North line of NW 75th Street as described in Official Records Book 6450, Page 688, and a point on the arc of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 00°21'32", a radial line bears from said point South 08°18'18" East;

Thence, Easterly along the arc of said curve, an arc distance of 12.21 feet to the Point of Beginning;

Thence, North 22°04'10" East, a distance of 315.71 feet;

Thence, North 11°17'44" East, a distance of 349.63 feet;

Thence, North 09"58'39" West, a distance of 256.57 feet,

Thence, North 52°45'41" West, a distance of 95.76 feet;

Thence, South 87°44'10" East, a distance of 337.92 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59";

Thence, Northeasterly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;

Thence, North 72°36'51" East, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40";

Thence, Northeasterly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;

Thence, South 87°27'29" East, a distance of 98.13 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'41"; a radial line bears from said point North 50°42'59" East;

Thence, Southeasterly along the arc of said curve, an arc distance of 151.83 feet to a point on the West line of NW 80th Avenue;



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Thence, South 21°00'00" West, along said West line, a distance of 273.62 feet to the point of curvature of a circular curve, concave to the East, having a radius of 1,950.00 feet and a central angle of 18°43'45";

Thence, Southerly along the arc of said curve, and the West line of NW 80th Avenue, an arc distance of 637.43 feet to the point of reverse curvature of a circular curve concave Northwesterly having a radius of 25.00 feet and a central angle of 88°06'50"; Thence, Southwesterly along the arc of said curve, and the North line of 75th Street, an arc distance of 38.45 feet to the point of tangency;

Thence, North 89°36'55" West, along the North line of 75th Street, a distance of 264.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 08°19'52";

Thence, Southwesterly along the arc of said curve, and the North line of NW 75th Street, an arc distance of 283.54 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 489,437 square feet (11.24 acres) more or less.

LESS THE FOLLOWING SCHOOL TRACT:

A parcel of land being a portion of Tract "C", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Tract "C" and a point on the South line of Southgate Boulevard;
Thence, South 00°12'16" East, along said East line, a distance of 1,323.97 feet to the North line of NW 82nd Street;
Thence, South 89°47'44" West, along said North line, a distance of 106.35 feet;
Thence, North 00°12'16" West, a distance of 994.82 feet;
Thence, North 01°44'13" East, a distance of 194.78 feet;
Thence, North 01°44'13" East, a distance of 130.31 feet to the South line of Southgate Boulevard and the North line of said Tract "C";
Thence, South 89°33'35" East, along said line, a distance of 73.75 feet to the Point of Beginning.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 130,848 square feet (3.00 acres) more or less.

EXHIBIT "D" TO CONSOLIDATED, AMENDED AND RESTATED COVENANT

RESOLUTION

EXHIBIT "G"

IMPROVEMENT STANDARDS

WOODMONT COUNTRY CLUB PINES COURSE RENOVATION PROJECT SCOPE OF SERVICES

GENERAL SPECIFICATION OF PROJECT

A. Greens - Convert to Champion Bermuda Putting Surfaces

- 1. Strip top 4" of old material / haul / pile or spread (install drainage)
- 2. Install 4" of greens mix 80/20 / haul / spread
- 3. Rototill and blend with existing soil
- 4. Redesign and reshape for proper surface drainage and quality playing surfaces
- 5. Fumigate (10 day period Basimid)
- 6. Finish grade
- 7. Apply pre-plant fertilizer
- 8. Plant Champion Bermuda
- 9. Grow In (Allow 90 Days)

B. Tees, Fairways and Rough - Reestablish Bermuda Turf

- 1. Mow to actual height-of-cut for specified surface
- 2. Clean up excess materials from mowing / haul bury
- 3. Spray out existing grasses/weeds
- 4. Fertilize as required
- 5. Prune trees
- 6. Repair lake banks
- 7. Repair cart paths
- 8. Repair drainage, where needed
- 9. Repair Bulkheads, where needed

C. Bunkers and New Waste Bunkers

- 1. Spray all with non-selective Herbicide
- 2. Excavate un-useable material / haul / spread
- 3. Edge to final shape and contour
- 4. Repair drainage, where needed
- 5. Construct bunker around #2 green
- 6. Keep vegetation from growing inside of bunker / install new sand

D. Irrigation to New 9 Holes - Needed parts as follows:

- 280 Heads (Eagle 950-xx-80 Part Circle)
- 2 Par+ ES 16 Station 2 Wire Controllers
- 3 Par+ ES 32 Station 2 Wire Controllers
- 6 OSM 8 Station Output Card Controllers
- 5 Intermatic Surge Arrestors Controllers
- 280 Swing Joints (280 Rain Bird 12 x 1 1/2")
- 800' 8" PVC Pipe Class 200 O-Ring
- 1,500' 6" PVC Pipe Class 200 O-Ring
- 3,660' 4" PVC Pipe Class 200 O-Ring
- 1,800' 2 1/2" PVC Pipe Class 200 O-Ring
- Ductile Iron Fittings
- 224,000' Signal Wire
- 84,000' Comm Wire

Greenway Golf Exhibit B - 1

Greenway Calculation Specifications for Pines Course Renovation

These specifications exclude repair of cart paths on the Cypress Course and repair and replacement (of asphalt) of the cart paths on the Pines Course.

Item of work	Unit	Qty.	Note
			Performed by Greenway Course
Site Prep			Architect
Roundup application to Greens, tees and fairways	LS	1	
Green Staking and Layout	LS	1	
Import Greens Mix and Place	QY	500	
Fine shaping & Float Off			
Greens	SF	37700	Professional redesign/reshaping
Fumigation with Basimid	SF	37700	
Greens Supplemental drainage			
4" Perf Pipe & Rock	LF	1000	Installation of smiley drains
4" solid dual wall	LF	1000	
Irrigation Materials	LS	1	
Cart path	LF	12690	Asphalt not in Contract to repair
Coquina	QY	700	1,000 ft @7 feet wide 2" depth
Bunkers			
Edge and Clean out	SF	34400	
4" perf bunker drain w/blowout	LF	5000	
Bunker sand	QY	540	
Amendments			
Green and tee surfaces (Dolimite)	SF	37700	
Pre- Plant Fertilizer			
Green surfaces	SF	37700	
Tee surfaces	SF	42200	
Fairways	AC	16.5	
Primary rough	AC	40	
Grassing Sod Allowance	SF	20000	
Green surfaces (Sprig Champions Ultra Dwarf Bermuda)	SF	37700	@ 750 Bu/ac
Tee surfaces (hand sprig)	SF	42200	
Selective herbicide application to Roughs	LS	1	
Fairways (Over-plant w/Hybrid Bermuda)	AC	16.5	Incl. machine and sod

Woodmont Country Club

Legend measurements as calculated by Greenway course architect

Hole	Existing	Green	4" sand	Bunkers	5" sand	Tees	Fairway	Fairway	Cart path
#	#	sf	(cy)	sf	(cy)	sf	sf	ас	lf
1	2	3850	47	3350	52	3300	61250	1.4	1290
2	3	3100	38	5000	77	4500	95000	2.2	1650
3	4	3650	45	2800	43	3100	n/a par 3		710
4	5	3100	38	3400	52	3700	54000	1.2	1130
5	8	3800	46	4250	66	6000	62000	1.4	1470
6a	13	4500	55	1550	24	5100	84000	1.9	1700
6b	12	3500	43	5400	83	4500	60000	1.4	1470
7	15	4800	59	1600	25	3200	44000	1.0	1100
8	17	4000	49	3300	51	3800	n/a par 3		720
9	18	3400	42	3750	58	5000	55000	1.3	1450
Total		37700	461	34400	531	42200	515250	11.8	12690

EXHIBIT "H"

MAINTENANCE STANDARDS

MAINTENANCE PERFROMANCE STANDARDS

Greenway's accountability comes from being able to deliver the agreed upon standards. To ensure these are being achieved, Greenway is in constant communication with the Club through onsite meetings, reports, email and phone calls. Semi-annual written evaluations are also conducted with Greenway and the Club's appointed representative to review and rate all aspects of the managed areas. Greenway is committed to ensuring your satisfaction in the services provided, as such the Owner/Club is provided an option to opt out of the agreement if Greenway fails to perform any of the terms, conditions or covenants as agreed.

Club Goals

- To incrementally improve playing surfaces and sustain an excellent standard.
- Promote climatically suitable grasses to produce consistent playing surfaces that are economical to maintain with minimal impact to the environment and resources.
- Renovate and reopen Pines 9-hole golf course and maintain at the desired standards.
- Provide leadership for ownership to make continued improvements to the property.
- Recognize and highlight any infrastructure deficiencies and make recommendations to ownership if capital improvements are warranted.
- Implement Greenway programs and procedures to maintenance department to improve time management, work quality and teamwork.
- Maintain golf course to meet public resort and member expectations.
- Ensure cohesion and unity between ownership needs and our expertise.

1.0 GENERAL REQUIREMENTS: These specifications establish the standard for the buildings and grounds maintenance for the Woodmont Country Club ("WCC") Golf Facility ("Facility").

Greenway Golf Associates, Inc., ("GGA") shall furnish all labor, materials, services and special skills required to perform the landscape and other maintenance as set forth in these specifications while observing acceptable standards as established by comparable priced regional public Facilities.

NOTE: Any and all references to the role or duties of the authorized WCC representative do not relieve GGA of any obligation to maintain the golf courses in conformance to the specifications outlined.

1.1 SAFETY: GGA agrees to perform all work outlined in this specification in such a manner as to meet all accepted standards for safe practices during the maintenance and operation and to safely maintain equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A., and Florida Department of Agriculture and Consumer Services Safety Orders at all times so as to protect all persons, including GGA's employees, vendors, members of the public or others from foreseeable injury, or damage to their property.

It shall be GGA's responsibility to inspect, and identify, any condition(s) that render any portion of the area under maintenance unsafe as well as unsafe practices occurring thereon. The WCC shall be notified immediately of any unsafe condition that requires major correction. GGA shall be responsible for making corrections including but not limited to filling holes in turf areas and replacing valve box covers so as to protect members of the public or others from injury. GGA shall cooperate fully with the WCC in the investigation of any accidental injury or death occurring on the WCC's golf property.

1.2 PROTECTION OF PROPERTY DURING INCLEMENT WEATHER. All course drainage facilities shall be kept free of debris at all times to ensure proper drainage. During inclement weather, regular inspections shall be performed of all waterways and drainage facilities with reasonable erosion repairs made immediately. All flooded areas of the courses shall be pumped out as needed to ensure that they remain safe and playable.

1.3 PESTICIDES: General: All materials used shall be in strict accordance with and applied within the standards set forth in the EPA regulations, Florida Statutes and other applicable laws. Storage of all materials shall be in strict accordance with all applicable WCC, County, State and Federal guidelines with proper and accurate inventories maintained at all times.

Note: GGA is responsible for obtaining all required permits and maintaining the required usage documentation.

Application of Pesticides:

1.3.1 TIMING: Pesticides shall be applied at times which limit the possibility of contamination from climate and other factors. Early morning application shall be sued when possible to avoid contamination from drift. The applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas. Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities of which each area is capable of receiving without excessive runoff.

1.3.2 HANDLING OF PESTICIDES: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in Florida Statutes or EPA regulations or applicable law, whichever is more stringent.

1.3.3 EQUIPMENT AND METHODS: Spray equipment shall be in good operating condition, quality, and design to efficiently apply material to the target area. Drift will be minimized by avoiding high pressure applications and using water soluble drift agents.

1.3.4 SELECTION OF MATERIALS: Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible to limit windblown particles. The use of adjuvants will be utilized to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control. The definition of an adjuvant in agriculture is any product that will improve the performance of a pesticide or herbicide. This does exclude water according to the Pesticide Safety Directorate.

1.4 SOUND CONTROL REQUIREMENTS: GGA shall comply with all local sound control and noise level rules, regulations, and ordinances, which apply to any work performed pursuant to the Agreement. Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine used shall be operated on the project without said muffler. GGA shall be responsible for compliance to noise level rules by a subcontractor performing work.

1.5 CONSTRUCTION EQUIPMENT: GGA shall take all necessary precautions for safe operation of equipment and the protection of the public from injury and damage from such equipment. GGA shall be responsible for complying with all WCC, County, State and Federal guidelines concerning any construction related activity through the property covered within this agreement.

1.6 INQUIRIES AND COMPLAINTS: GGA shall have designated responsible management personnel, employed by GGA, to take the necessary action regarding all inquiries and complaints that may be received from or through the WCC and/or private citizens during normal work hours.

Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, The WCC may, after a reasonable attempt to notify GGA, cause such action to be taken by the WCC work force and shall charge the full cost thereof to GGA.

All complaints shall be abated to the reasonable satisfaction of the WCC. If any complaint is not

abated within three (3) working days, the WCC shall be notified immediately for the reason for not abating the complaint followed by a written report to the WCC Administrator, or other WCC designee, within five (5) calendar days.

1.7 MAINTENANCE EMPLOYEES: All maintenance employees shall wear uniforms bearing GGA's logo for easy identification while working on the property. In addition to the stated identification requirements, maintenance workers shall be required to wear hard hats, steel toe shoes, face masks and ear protection when appropriate.

2.0 SPECIFIC REQUIREMENTS:

2.1 MAINTENANCE RECORDS: GGA shall maintain and keep a report form that records all On-Going, Seasonal, and Additional Work and maintenance functions performed by GGA's personnel. Said report shall be available for review at the request of the Golf Course Operations Manager. The superintendent will provide an annual maintenance schedule (including aerification, seeding, fertilization, top dressing and other project schedules) to the Golf Course Operations Manager and Pro Shop staff. This plan may be used as a communication tool to keep staff and guests informed of the scheduling of various maintenance practices.

2.2 TREES: All tree trimming up to 10 feet shall be performed on a schedule reviewed by the Golf Course Operations Manager and in accordance with the pruning specifications.

2.2.1 GGA shall develop a pruning program, which will promote proper tree scaffolding, strength, safety and appearance consistent with its intended use. Any tree or group of trees in need of trimming due to safety reasons shall be trimmed in a timely manner at GGA's expense up to 10 feet.

2.2.2 Trees located adjacent to vehicular and/or pedestrian traffic ways shall be maintained so as to not obstruct vehicle and/or pedestrian visibility and clearance.

2.2.3 Fertilization shall be scheduled as often as required to keep trees in a healthy and desirable condition as outlined in the pruning specifications. Avoid applying fertilizer to root ball or base of a main stem, rather, spread evenly in area of a drip zone. Use a well-balanced commercial fertilizer.

2.2.4 Tree stakes, ties, and guys shall be checked and corrected as needed. Ties will be adjusted to prevent girdling. Remove unneeded stakes, ties, and guys as required. Re-stake trees, as required, using lodge pole stakes.

2.2.5 Prune trees along sidewalks to allow eight (8) foot clearance for pedestrians.

2.2.6 Ailing or stunted trees which, fail to meet expected growth will be reviewed with the Golf Course Operation Manager.

2.2.7 Surface roots which become maintenance or appearance problems will be removed as determined by GGA to prevent damage to adjacent areas.

2.2.8 If a tree is in need of removal to provide air circulation for the turf grass or other valid purpose intended to improve playing conditions, then such removal shall first be subject to review with the Golf Course Operations Manager.

2.2.9 All palm trees are to be monitored and recommended to Golf Course Operations Manager for trimming by WCC of dead fronds and/or seed pods with consideration given to certain palm trees throughout the property that are to be maintained with skirts.

2.3 SHRUBS

2.3.1 Prune shrubs to retain as much of the natural informal appearance as possible on a timely basis.

2.3.2 Shrubs used as formal hedges or screens shall be pruned as required to present a neat, uniform appearance.

2.3.3 Remove any spent blossoms or dead flower stocks as required to present a clean, neat appearance.

2.3.4 Plants growing over curbing and/or sidewalks shall be trimmed on a natural taper rather than vertical so as not to appear to be hedged.

2.3.5 Schedule the application of a commercial fertilizer as often as required to promote optimum growth and healthy appearance to all shrubs.

2.3.6 Any plant requiring removal shall be considered for replacement by GGA and the Golf Course Operations Manager and if deemed necessary shall be at WCC expense.

2.4 VINES

2.4.1 Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.

2.4.2 Do not use nails to secure vines on masonry walls.

2.4.3 Schedule fertilization of all vines with a commercial fertilizer as often as required, but no less than twice per year, to promote healthy appearance.

2.4.4 Pruning of vines will be in accordance with proper horticultural practices and in keeping with the purpose for which the particular vine was planted.

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2.4.5 Any vine requiring removal shall be replaced as approved by WCC at their expense.

2.5 GROUND COVER

2.5.1 Apply all chemical control (i.e. pesticides) as required to control or prevent pest infestations to protect ornamental plantings.

2.5.2 Trim ground cover adjacent to walks, walls and/or fences as required for general containment to present a neat, clean appearance.

2.5.3 Cultivate and/or spray herbicide to remove broad-leafed and grass weeds as required. Shrub beds shall be maintained in a weed free condition.

2.5.4 Keep ground cover trimmed back from all controller units, valve boxes, quick couplers, or other appurtenances or fixtures. Do not allow ground covers to grow up trees, into shrubs, or on structures or walls. Keep trimmed back approximately four (4) inches from structures or walls.

2.5.5 Schedule fertilization of all ground cover areas with a commercial fertilize as often as required, but no less than twice per year, to promote healthy appearance.

2.6 PEST CONTROL ON PLANT MATERIALS

2.6.1 GGA shall provide complete and continuous control and/or eradication of all plant pests or disease.

2.6.2 GGA shall supply the proper chemical designated for the pest to be controlled and all applications made by licensed applicators.

2.6.3 GGA shall obtain all necessary regulatory permits and assume responsibility and liability for use of all chemical controls.

2.7 IRRIGATION SYSTEM

2.7.1 Efficient User of Water

2.7.1.1 The watering schedule will be established and programmed by GGA. Application rates will be based on the amount of water the areas require to properly irrigate any plant material while eliminating excessive runoff.

Outside of ordinary routine repairs, any modifications, system enhancements, maintenance agreements with sub-contractors or other adjustments to the irrigation system, or

any of their respective field components, must be submitted in advance for approval by the Golf Course Operations Manager.

WCC shall pay at its expense for all capital expenditures relating to the irrigation system parts and materials, with GGA being responsible for all normal, routine day-to-day maintenance and repair up the agreed annual repair and maintenance not to exceed caps.

2.7.1.2 Considerations must be given to soil texture, structure, porosity, water holding capacity, drainage, compaction, precipitation rate, run off, infiltration rate, percolation rate, evapotranspiration, seasonal temperatures, prevailing wind condition, time of day or night, type of grass plant and root structure. This may include syringing during the day and watering during periods of windy weather.

2.7.1.3 In areas where wind creates problems of spraying onto private property on road right of ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night.

2.7.1.4 GGA shall be responsible for daily monitoring all systems within premises and correcting for: coverage, adjustment and clogging of lines and sprinkler heads. All sprinkler heads are to be monitored for proper rotation speed, leakage, excessive nozzle wear, proper spray pattern, and arc adjustment and all other operational functions. If defects are found, they are to be corrected immediately utilizing manufacturer's or other acceptable industry comparable approved repair parts.

2.7.1.5 All controllers shall be inspected on a daily basis for proper operation and function. If operational defects are found with the controller, repairs are to be made immediately utilizing manufacturer or other acceptable industry comparable approved repair parts.

2.7.1.6 A soil probe or tensiometer shall be sued to determine the soil moisture content on greens, tees and fairways.

2.7.1.7 GGA shall observe and note deficiencies occurring from the original design of facilities and review these findings with the Golf Course Operations Manager so necessary improvements can be considered.

2.7.1.8 All leaking or defective valves and sprinkler heads shall be repaired immediately.

2.7.1.9 If, due to elements beyond the control of GGA, conditions dictate priority uses of water, the following priorities are to be used: 1. Greens; 2. Tees; 3. Fairways; 4. Other Turf and Landscape areas.

2.7.1.10 Particular attention shall be paid to all slope areas which will, by physical nature, provide for greatest potential runoff which can contribute to erosion and affect play.

2.7.1.11 GGA shall turn off all controllers when it is not necessary to irrigate due to adequate rainfall.

NOTE: At no time shall GGA utilize a fire hydrant for irrigation purposes without written permission from the Golf Course Operations Manager.

2.7.2 SYSTEM MAINTENANCE

2.7.2.1 Any repairs made by GGA shall be made in accordance with manufacturers suggested repair procedures with acceptable industry comparable parts under normal industry standards.

2.7.2.2 Operator shall be responsible for adjusting the height of sprinkler risers necessary to compensate for growth of plant material.

2.7.2.3 Automatic controllers and/or enclosures shall be locked while unattended.

2.7.2.4 All controller enclosures must be painted, as needed, to prevent rusting and maintain good appearance.

2.7.2.5 Sprinkler heads shall be kept clear of overgrowth, which may obstruct maximum operation. Chemical edging around sprinkler heads will not be permitted unless approved by the Golf Course Operations Manager.

2.7.2.6 Repairs made to the irrigation system must be made in accordance with the system's original design with products equal to or higher quality than currently furnished.

2.7.2.7 All drip irrigation systems are to be inspected ongoing and repairs made timely with equal or higher grade repair products as needed. Drip system flush valves, where provided, are to be inspected and flushed on a regular basis with a similar repair requirement.

2.8 RODENT CONTROL: GGA shall continuously engage in rodent control, to the best of its ability, for all rodents found within the boundaries of the Facility.

2.9 WEED CONTROL OF PAVED SURFACES: GGA shall manage all weeds growing in cracks, expansion joints and other hard surfaces to best of its abaility.

2.10 WEED CONTROL IN LANDSCAPE AREAS: Weed control in landscape areas shall be accomplished by use of both pre-emergent and post-emergent herbicides, with due regard to the protection of all wetlands, using best management practices.

2.11 STRING TRIMMERS: Care shall be exercised with regard to the use of string trimmers to prevent damage to building surfaces, walls, header board, light fixtures, signage, etc. No string trimmers shall be used around trees. A minimum of twelve (12) inch bare soil or mulched buffer zone shall be maintained around the circumference at the base of all trees.

2.12 TURF MAINTENANCE: Turf maintenance in all areas is to be performed on a timely professional basis and in a manner to insure green and healthy turf that is free from weeds, disease and other pests and promotes optimum growth at all times throughout the year. Acceptable standards are to be established for each area of play under the review of the Golf Course Operations Manager and as being reasonable and appropriate for the local environment.

Turf is to be maintained utilizing sound agronomic and turf management standards such as fertilizing, irrigation, aerifying, topdressing, pest control, de-thatching, mowing, soil amending, shoot and root rejuvenation, and drainage control, in an effort to maintain the highest quality turf possible within reasonable limits, and not impact undue stress upon the plant materials.

Care must be exercised during all maintenance and mowing operations to prevent damage to all areas both within and adjacent to the property. This is to include, but not be limited to, sprinkler heads, controllers, electrical boxes, lighting fixtures, plant materials, buildings and structures, passing vehicles, and all private property. Alternate mowing patterns are to be established to insure the elimination or potential of wheel ruts by maintenance vehicles. All trash, litter and any debris must be removed and disposed of prior to mowing in any given area.

2.12.1 GREENS, NURSERY & ALL PUTTING SURFACE MAINTENANCE: Maintain all putting surfaces within locally acceptable industry standards at all times.

2.12.1.1 Putting surfaces to be maintained at a standard to create a smooth, firm fast texture. The task will be completed as early as possible (within reason, considering worker and product safety), and will typically be completed no later than four hours after start of play. Typical cutting height on Bermuda greens should be between 0.090"- 0.140" range necessary without injuring turf plant health.

2.12.1.2 Ball cups or pin locations are to be relocated daily or as warranted under USGA standards to insure proper turf recovery and enable worn turf areas to rejuvenate. Ball marks and/or divots are to be repaired daily. Both above operations are to be performed utilizing industry standards, devices and methods.

2.12.1.3 Removal of sod from any nursery area should be immediately accompanied by reseeding and/or topdressing to facilitate the rapid recovery of nursery areas.

2.12.14 Verticutting of all putting surfaces throughout the growing season is to be done on an as needed basis.

2.12.1.5 Topdressing is to be done on all putting surfaces. Material to be used shall be the comparable as the original material used in the construction of the putting surfaces. A soil analysis may be needed, at GGA's expense, to determine comparable soil amendment prior to application.

2.12.1.6 Aerification will be performed at a frequency which reflects warranted conditions. It could be done twice per year. Newly constructed greens may not be aerified as frequently during the first year. Occasional "quarter thining" and/or slicing with no top dressing may be performed to relieve compaction, allow air and water movement and facilitate flushing of salts.

2.12.1.7 GGA shall have the soil analyzed to determine all properties inclusive of physical characteristics and recommended nutrient requirements. Nutrient requirements are to be established, through assay and/or periodic tissue analysis, to insure uniform growth of high quality intensely maintained turf typical of high quality local area putting greens. A proper fertilization program is to be established and maintained by GGA throughout the term of the contract.

2.12.1.8 Putting surfaces are to be treated with chemicals only on an as needed basis to insure them to be free of damaging insects, noxious weeds, pathogens, and other pests typically associated with such intensely maintained turf grass. A proper preventative and/or preemergent chemical management program will be instituted by GGA. Any damage to such turf areas as a result of any chemical applications will be at the expense of GGA to correct and repair immediately.

2.12.1.9 Greens, inclusive of the collar, are to be periodically edged and kept free of foreign grasses and/or weeds to insure a healthy monostand of turf on the putting surface. This process must be done throughout the growing season and intensified in the warmer summer months as needed.

2.12.1.10 In the event over seeding is required, seeding rates are to be adjusted to insure rapid establishment yet mitigate potential transitional difficulties in the warmer spring months. "Blue Tag Certified" seed may be used on putting surfaces. Seed must be free of all noxious weeds. All seed submitted for approval, shall b epaid by WCC, and must be accompanied by the appropriate test data indicating compliance with the aforementioned requirements.

2.12.1.11 Ropes, signage, and traffic control devices will be moved at a frequency which avoids excessive wear and promotes turf cover in irrigated areas.

2.12.2 Care and maintenance of all aprons, collars and greens approaches must be identical to the specifications as set forth in Section 2.12.1 for putting greens. These areas of the course will be addressed as early as possible during the business day (within reason, considering

worker and product safety). Collars and greens approaches will be cut to a height between 0.200"-0.400".

2.12.2.1 Care and maintenance of all aprons, collars and greens approaches must be identical to all of the standards and specifications as set forth in Section 2.12.1 for Putting Greens with the following exceptions:

2.12.2.2 Greens approaches are to be maintained utilizing all standards of maintenance as outlined in Section 2.12.3 for Tees with the following exceptions: Greens approaches are to be maintained at all times at the same cutting height and under the same mowing frequency as outlined for Aprons and Collars in Section 2.12.2.1. Greens approaches are to be mowed during the same operation as that of Aprons and Collars with clippings removed in a similar manner as that outlined for Aprons and Collars in Section 2.12.2.1.

2.12.3 TEE MAINTENANCE: Maintain all tees in accordance with accepted playability and industry standards at all times, observe the following minimum requirements:

2.12.3.1 Tees must be serviced daily and done as early as possible during the business day by the moving and placement of tee markers, benches, ball washers and filling of divots with sand and seed. Tee towels are to be changed at least twice a week. Ball washers are to be kept filled daily to the proper fill level with an appropriate and pleasant smelling agent.

2.12.3.2 Mow tees with a properly adjusted reel type mower 2 to 5 times per week at a cutting height of 0.250"-0.450 inches. Clippings are to be removed and disposed of properly – immediately following mowing.

2.12.3.3 Verticut tees shall be done at a frequency when warranted to manage excessive tissue production.

2.12.3.4 Aerify tees shall be done at a frequency when warranted to manage excessive tissue production.

2.12.3.5 Repair worn and damaged turf areas as they occur by overseeding or re-sodding to insure playability at all times. GGA shall repair tee divots in the appropriate time so long as it does not impact players' enjoyment. Tees are to be maintained in a smooth and playable condition at all times.

2.12.3.6 Treat tees for control of insects, disease, weeds and other pests as needed, in a timely manner, to maintain a consistent and healthy playing surface at all times.

2.12.3.7 Trash receptacles are to be kept clean and emptied a minimum of once daily.

2.12.3.8 A sand container with appropriate dispensing device must be available and filled for use as needed on all 3 par tees for the repair of divots by golfers. Maintenance to resand as required.

2.12.3.9 Traffic control devices within 100 feet of teeing surfaces will be moved at a frequency which avoids excessive wear and promotes turf cover in irrigated areas.

2.12.3.10 Tees are to be overseeded annually utilizing GGAs' recommended range of over seeding at 5-12 lbs/M depending on the surface demands of the specific sports turf. This is to include the Driving Range tees.

2.12.4 FAIRWAY MAINTENANCE: Maintain all fairways in accordance with accepted playability and industry standards at all times, observing the following minimum requirements:

2.12.4.1 Mow fairways weekly at 0.325"-0.550" height depending on the time of year and surface demands of the golfer.

2.12.4.2 Verticut fairways as necessary for turf health and good playing condition.

2.12.4.3 Aerify all fairway shall be done at a frequency when warranted to manage excessive tissue production. Plugs will be removed or pulverized.

2.12.4.4 Treat turf to control weeds, diseases, insects, and other pests as necessary to maintain a weed free and healthy turn.

2.12.5 ROUGH MAINTENANCE: Maintain turf areas in accordance with applicable industry standards at all times, observing the following minimum requirements:

2.12.5.1 Mow as warranted to maintain consistency at $1\frac{1}{4}$ " to $1\frac{1}{2}$ "in height throughout the growing season.

2.12.5.2 Verticut as necessary to promote healthy growth.

2.12.5.3 Aerify rough shall be done at a frequency when warranted to manage excessive tissue production. Plugs will be removed or pulverized.

2.12.5.4 Overseed and top dress (or re-sod) worn or bare turf areas as necessary.

2.12.5.5 Treat turf to control weeds, diseases, insects and other pests, as necessary, to maintain a weed free and healthy turf.

2.13 SAND TRAPS

2.13.1 Sand traps shall be cleaned and raked as needed with sand added as required to a uniform minimum sand depth of 2-3 inches on slopes and 5-6 inches at base. Added sand must be consistent to insure compatibility and consistency with existing material. Exception to this standard would be if the bunkers are contaminated with rock and/or dirt and not able to maintain a clean layer of sand as a result. GGA shall then do its best to minimize exposure of the rosk/dirt and will present an improvement capital plan to WCC for consideration.

2.13.2 Turf shall be mechanically edged around sand traps at regular intervals to ensure a neat appearance and eliminate turf grass encroachment.

2.13.3 Excess sand in the turf surrounding the trap shall be removed on a regular basis.

2.13.4 A minimum of one (1) freshly painted rake is to be available at all sand traps at all times. (Color to be reviewed with the Golf Course Operations Manager.)

2.14 SHURB BEDS/SEASONAL COLOR BEDS/PERIPHERY AREAS

2.14.1 Shrub Beds

2.14.1.1 Clean up shall occur on a regular basis, minimum monthly, to ensure that beds are kept free of fallen branches, excessive leaves and weeds. Trash such as papers, cans, bottles and other debris will be removed daily.

2.14.1.2 Weed control shall be accomplished through both chemical and mechanical means. It is the intent of the WCC to avoid the use of chemicals whenever practical. When chemicals are used in planting beds for weed control, care must be exercised to not damage desirable plant materials. If chemical drift occurs, GGA must immediately replace the damaged plant material with an appropriately sized substitute of the same genus and species of plant.

2.13.1.3 Trimming – Refer to Section 2.03

2.14.2 Seasonal Color Beds

2.14.2.1 All color beds shall be regularly cleaned of paper, cans, bottles, fallen branches, excessive leaves and weeds.

2.14.2.2 Weed control shall be accomplished through both chemical and mechanical means. It is the intent of the WCC to avoid the use of chemicals whenever practical.

2.14.2.3 Beds shall be cultivated on a regular basis.

2.14.2.4 Color plants shall be replaced as warranted.

2.14.3 Periphery Areas: These areas consist of all turf areas not previously mentioned. These areas are normally non-playable areas including, but not limited to, slopes, natural ditches, drainage channels, creek beds and lakes.

2.14.3.1 All periphery areas shall be maintained in a manner consistent with industry standards.

2.14.3.2 Areas shall be watered, mowed, weeded, cleaned of litter and other debris as needed.

2.14.3.3 Special attention shall be given to periphery areas adjacent to public roadways since these areas are highly visible to the general public and constitute a first impression of the overall quality and service level of the courses.

2.14.3.4 All areas are to be inspected for and repaired of any erosion problems on a regular basis and immediately corrected if needed.

2.15 left blank intentionally

2.16 GRAFFITI

2.16.1 The Facility shall be inspected daily for evidence of graffiti. Special attention shall be given to restrooms, signs, markers, block walls, curbing, paving trees, utility poles/boxes and/or any other structures or fixtures.

2.16.2 Upon notifying WCC, all graffiti shall be eradicated in a timely manner of detection if cost effective, if greater expense is required then WCC and GGA shall determine best course of action.

2.16.3 Graffiti requiring paint-over shall be painted over with a color consistent with that of the original surface and as approved by the Golf Course Operations Manager.

2.16.4 Graffiti on non-painted surfaces shall be removed by sand or water blasting.

2.17 COURSE ACCESSORY EQUIPMENT: All accessory equipment to be provided by GGA must be maintained in a clean, safe, functioning condition at all times and repainted as required to present an aesthetically pleasing appearance. Accessory equipment for each hole shall consist of the following:

NOTE: Colors to be approved by the Golf Course Operations Manager.

Yardage Marker Ball Washers Flags and Poles Cups Trash Receptacles Clean Brushes Sand Buckets Ropes and Stakes Rakes

2.18 CART PATH/STEPS AND STAIRS/RAMPS/WALKWAYS/BRIDGES

2.18.1 All shall be kept presentable and swept or blown clean as needed.

2.18.2 To be edged and scraped clean as warranted.

2.18.3 All potholes, cracks and/or other surface damage shall be noted to WCC upon detection. Any damage cart paths requiring repair shall be approved and funded by WCC.

2.19 RESTROOMS & ONCOURSE WATER COOLERS

2.19.1 Restrooms shall be cleaned and sanitized daily using cleaning and sanitizing agents recognized for use in public restrooms. Maintenance shall include, but not be limited to:

- Sweeping and mopping floor
- Cleaning and sanitizing basis, metal fixtures, urinals, toilets and trash receptacles

2.19.2 Paper supplies shall be furnished by WCC and checked and restocked daily as needed by GGA.

2.19.3 Walls, ceilings, screens and windows shall be cleaned at least monthly.

2.19.4 Any restroom renovations, damages, lighting or any leaks are to be the responsibility of WCC.

2.19.5 Any on course water coolers for public consumption shall be the responsibility of WCC to maintain and service as necessary.

2.20 MAINTENANCE HEADQUARTERS

2.20.1 Upon the WCC delivering the maintenance headquarters to GGA meeting code requirements, the maintenance headquarters shall be kept clean and neat at all times with all material inventories and supplies stored in a manner in keeping with OSHA, Fire Department, and all WCC, County, State and Federal regulations.

2.20.2 The area shall be locked or otherwise secured when unattended to discourage unauthorized entry.

2.20.3 Office, lunchroom, and all maintenance areas to be cleaned in the same manner as the restrooms on the course.

2.21 and 2.22 left blank intentionally

2.23 WATER COURSE MAINTENANCE

2.23.1 GGA is responsible for keeping trash and debris clear around the water edges. All other aquatic maintenance is to be the responsibility of an outside contractor, which shall be contracted and paid by GGA.

2.24 CONSTRUCTION AND/OR REMODELING: Any and all changes in the physical characteristics of any portion of the courses such as addition or removal of sand traps, trees, water hazards, native vegetation or other features shall require prior approval of the Golf Course Operations Manager and be funded by WCC.

2.25 DRIVING RANGE MAINTENANCE

2.25.1 Driving range tees

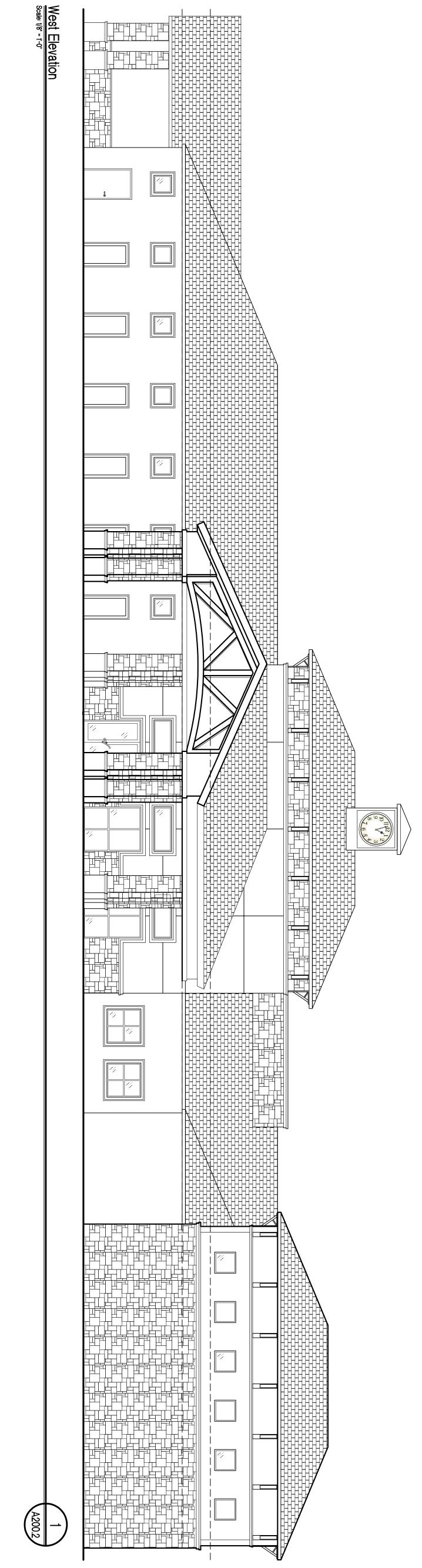
2.25.1.1 Grass Tees shall be mowed with a reel type mower as warranted to maintain a maximum height of 0.325"-0.450"

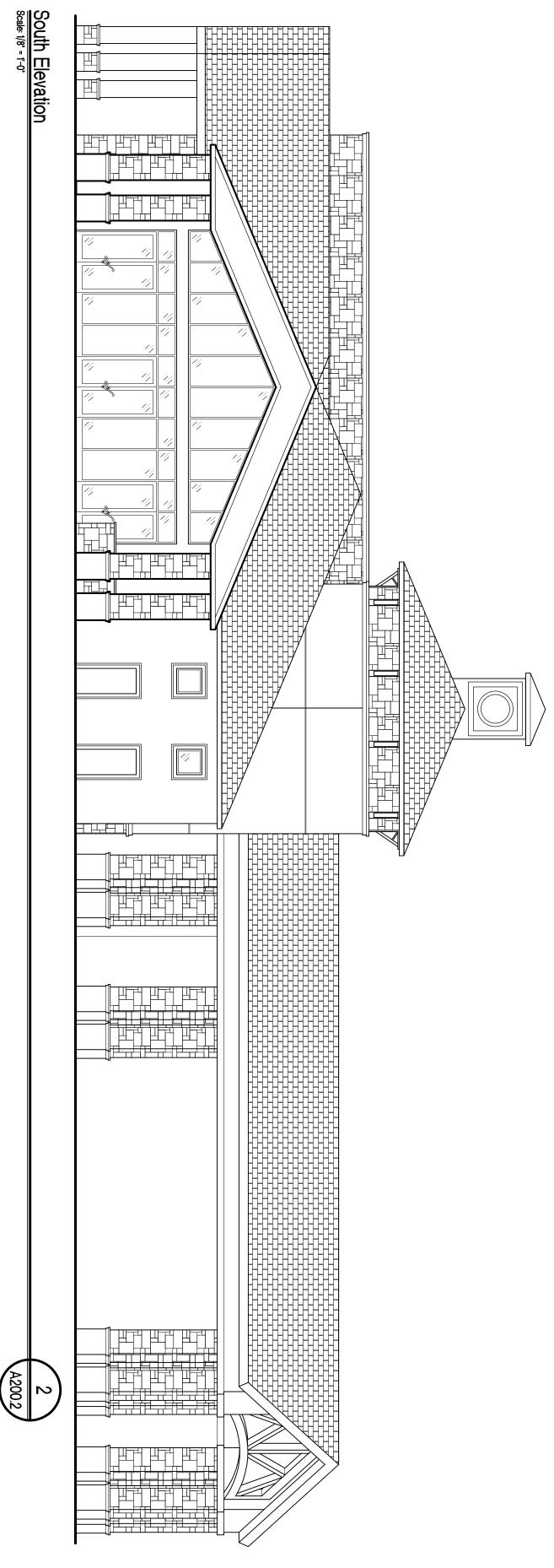
2.25.1.2 General turf maintenance shall conform to procedures in Section

2.12.

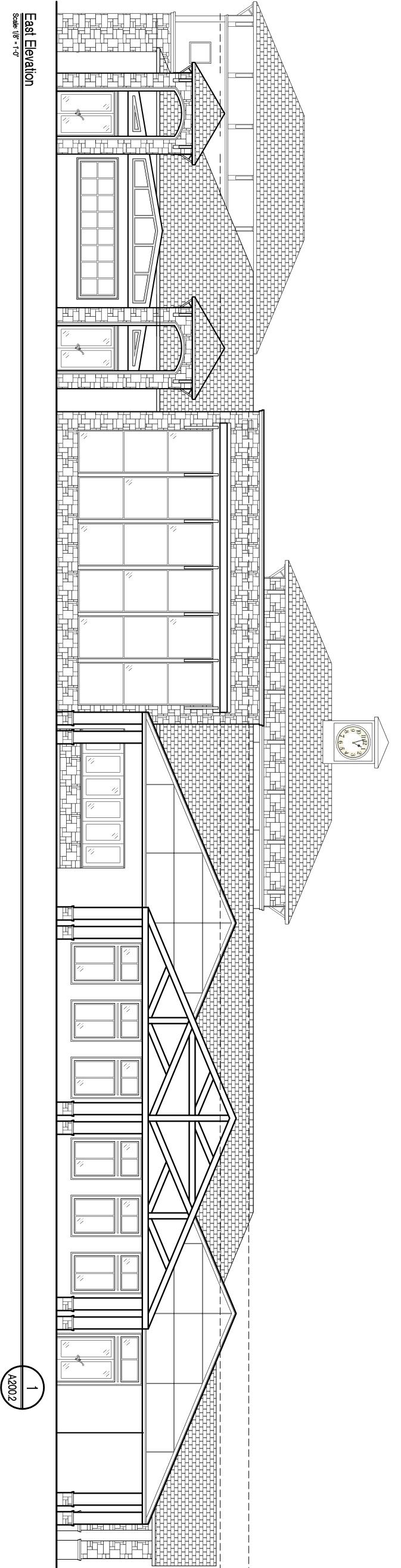
EXHIBIT "I"

CONCEPTUAL ELEVATIONS OF NEW CLUBHOUSE

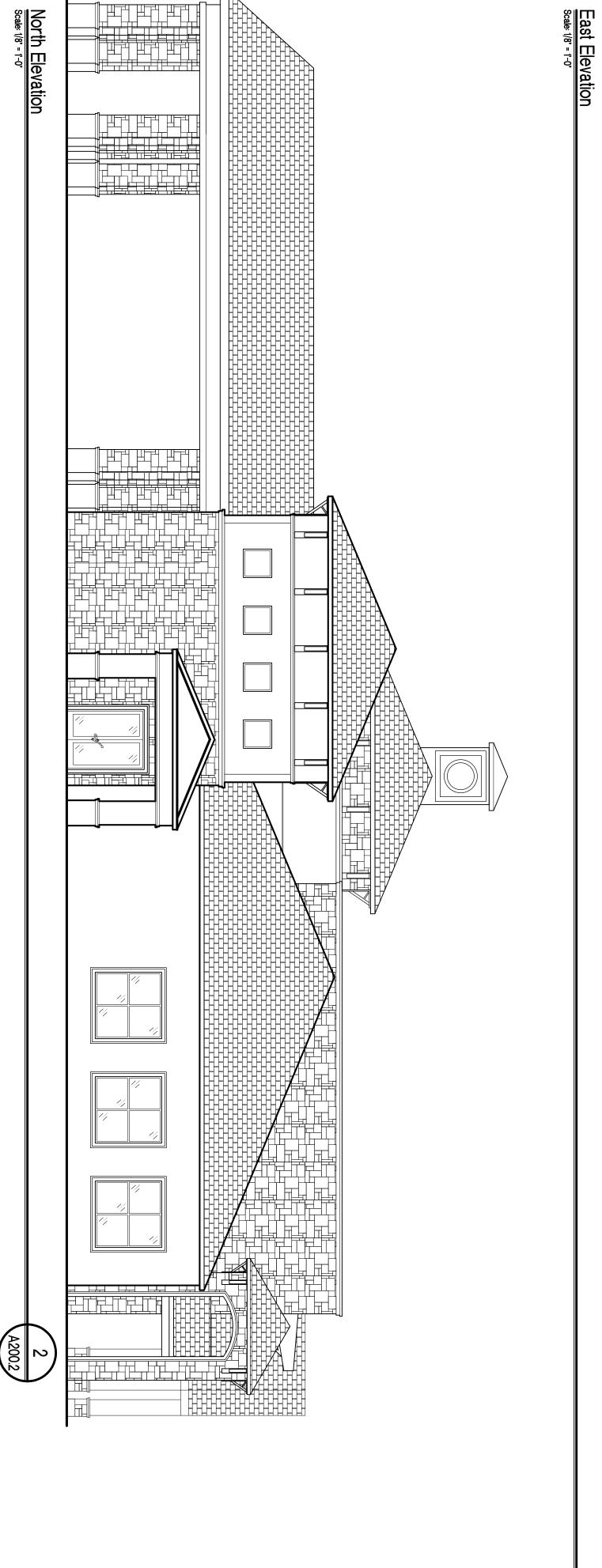




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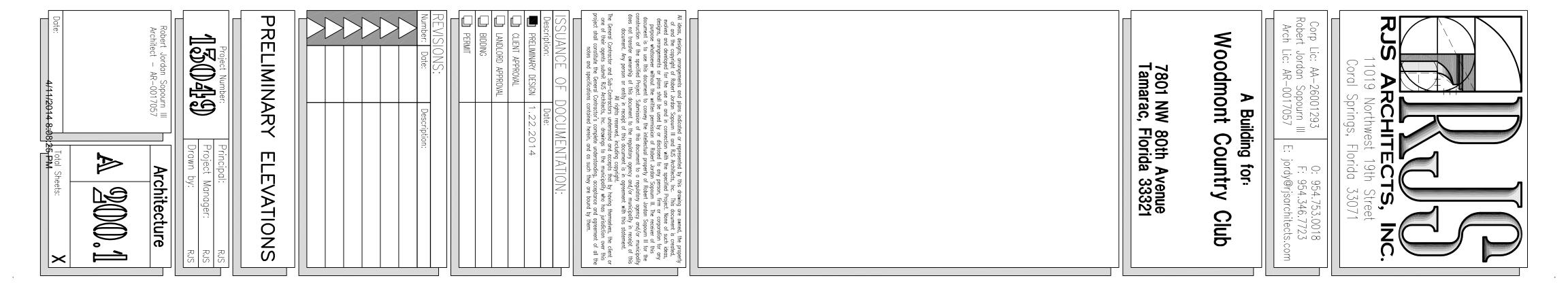
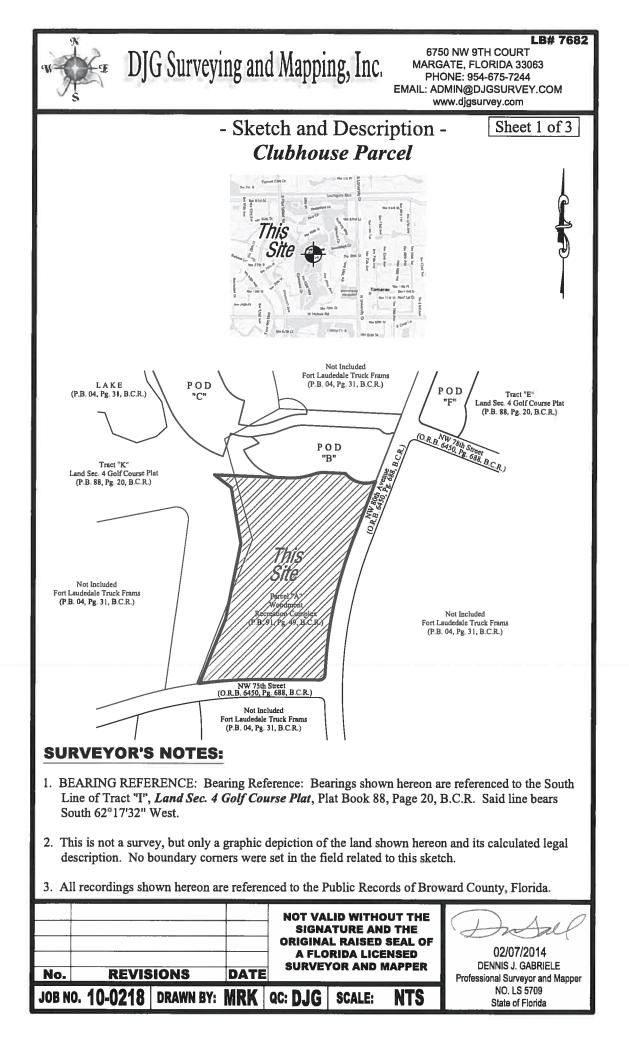
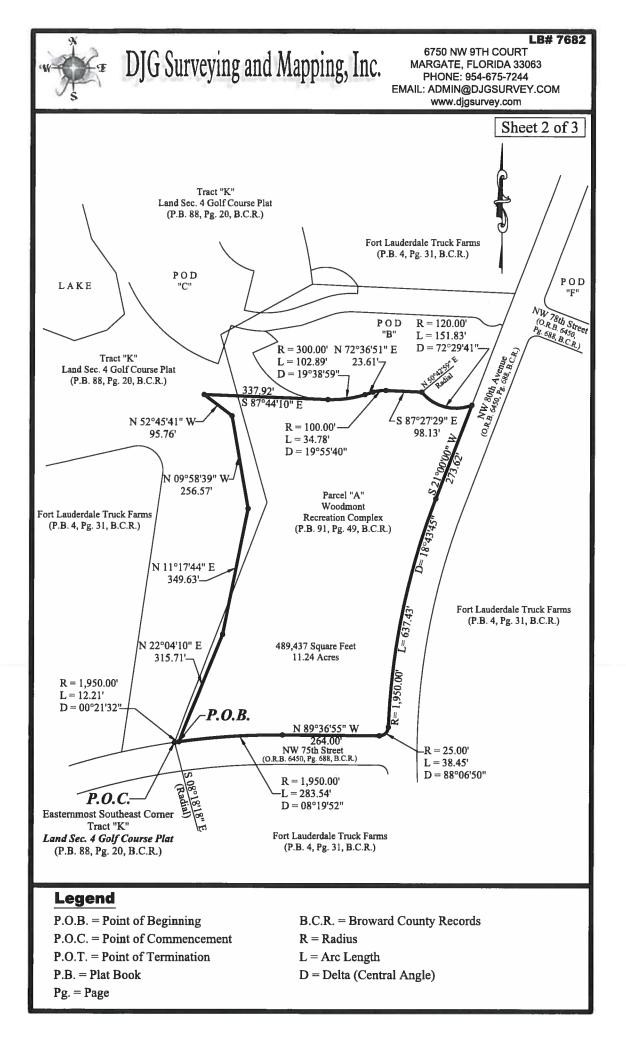


EXHIBIT "J"

LEGAL DESCRIPTION OF THE CLUBHOUSE PARCEL







DJG Surveying and Mapping, Inc.

6750 NW 9TH COURT MARGATE, FLORIDA 33063 PHONE: 954-675-7244 EMAIL: ADMIN@DJGSURVEY.COM www.djgsurvey.com

Sheet 3 of 3

LB# 7682

LEGAL DESCRIPTION

A portion of Tract "K", *Land Sec. 4 Golf Course Plat*, as recorded in Plat Book 88, Page 20, of the Public Records of Broward County, Florida, and a portion of *Parcel "A", Woodmont Recreation Complex*, as recorded in Plat Book 91, Page 49, of the Public Records of Broward County, Florida, all being more particularly described as follows:

Commencing at the Easternmost Southeast corner of said Tract "K", said point being a point on the North line of NW 75th Street as described in Official Records Book 6450, Page 688, and a point on the arc of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 00°21'32", a radial line bears from said point South 08°18'18" East; Thence, Easterly along the arc of said curve, an arc distance of 12.21 feet to the **Point of Beginning;**

Thence, North 22°04'10" East, a distance of 315.71 feet;

Thence, North 11°17'44" East, a distance of 349.63 feet;

Thence, North 09°58'39" West, a distance of 256.57 feet;

Thence, North 52°45'41" West, a distance of 95.76 feet;

Thence, South 87°44'10" East, a distance of 337.92 feet to the point of curvature of a circular curve, concave to the North, having a radius of 300.00 feet and a central angle of 19°38'59"; Thence, Northeasterly along the arc of said curve, an arc distance of 102.89 feet to the point of tangency;

Thence, North 72°36'51" East, a distance of 23.61 feet to the point of curvature of a circular curve, concave to the South, having a radius of 100.00 feet and a central angle of 19°55'40"; Thence, Northeasterly along the arc of said curve, an arc distance of 34.78 feet to the point of tangency;

Thence, South 87°27'29" East, a distance of 98.13 feet to a point on the arc of a circular curve, concave to the North, having a radius of 120.00 feet and a central angle of 72°29'41"; a radial line bears from said point North 50°42'59" East;

Thence, Southeasterly along the arc of said curve, an arc distance of 151.83 feet to a point on the West line of NW 80th Avenue;

Thence, South 21°00'00" West, along said West line, a distance of 273.62 feet to the point of curvature of a circular curve, concave to the East, having a radius of 1,950.00 feet and a central angle of 18°43'45";

Thence, Southerly along the arc of said curve, and the West line of NW 80th Avenue, an arc distance of 637.43 feet to the point of reverse curvature of a circular curve concave

Northwesterly having a radius of 25.00 feet and a central angle of 88°06'50";

Thence, Southwesterly along the arc of said curve, and the North line of 75th Street, an arc distance of 38.45 feet to the point of tangency;

Thence, North 89°36'55" West, along the North line of 75th Street, a distance of 264.00 feet to the point of curvature of a circular curve, concave to the South, having a radius of 1,950.00 feet and a central angle of 08°19'52";

Thence, Southwesterly along the arc of said curve, and the North line of NW 75th Street, an arc distance of 283.54 feet to the *Point of Beginning*.

Said lands lying and being in the City of Tamarac, Broward County, Florida, and containing 489,437 square feet (11.24 acres) more or less.

EXHIBIT "K"

FORM COMPLETION BOND

RAFT AIA Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business) « »« » « »

OWNER:

« »« »

« »

3

(Name, legal status and address) « »« » « »

CONSTRUCTION CONTRACT

Date: « »	
Amount: \$	« »
Description	1:
(Name and	location)
«test»	
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ROND			
Date:			
(Not earlier the	n Construction Contract	Date)	
« »		<i>,</i>	
Amount: \$ « »			
Modifications t	o this Bond:	None 🛛	» See Section 16
CONTRACTOR	AS PRINCIPAL	SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	

Name and « »« » Name and « »« » Title: Title:

(Any additional signatures appear on the last page of this Performance Bond.)

«»

(FOR INFORMATION ONLY - N	ame, address and telephone)
AGENT or BROKER:	OWNER'S REPRESENTATIVE

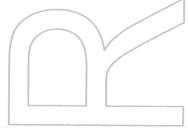
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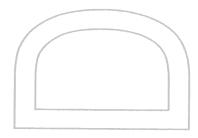
	OWNER'S REPRESENTATIVE: (Architect, Engineer or other party:)							
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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form_text_is available_from the author and should be reviewed. This document has important

legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.





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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor'sperformance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shallnot be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- the responsibilities of the Contractor for correction of defective work and completion of the .1 Construction Contract:
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the pageon which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

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CONTRACTOR AS Company:	PRINCIPAL	(Corporate Seal)	SURETY Company:		(Corporate Seal)
Signature: Name and Title: Address:	« »« » « »		Signature: Name and Title: Address:	« »« » « »	
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EXHIBIT "L"

CONCEPTUAL LOCATION OF INTERIOR ROADWAYS

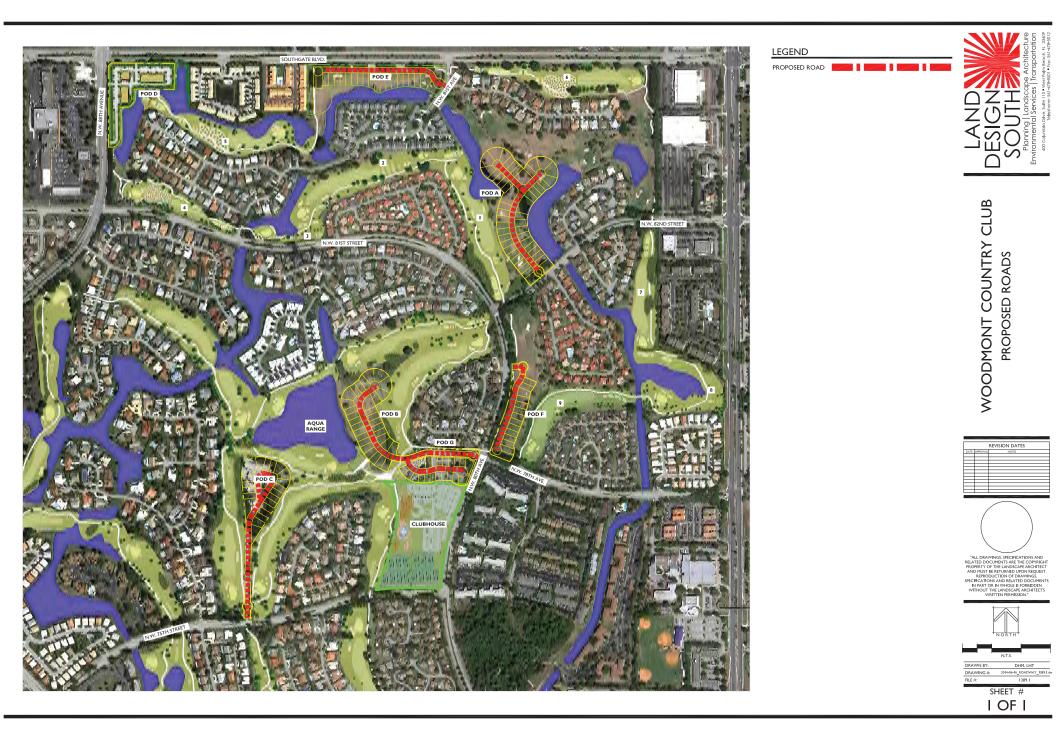


EXHIBIT "M"

ENTRANCE SIGN LOCATIONS

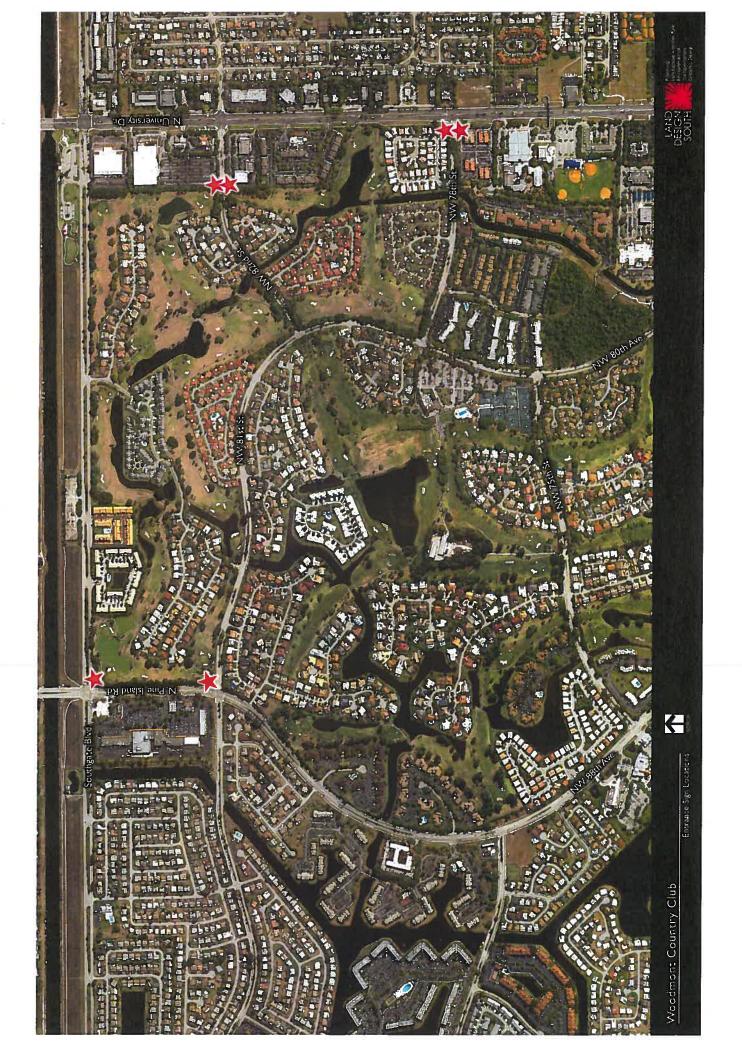


EXHIBIT "N"

LIST OF SPECIFIC LOCAL DEVELOPMENT APPROVALS REQUIRED

Land Use Plan Amendment	City of Tamarac & Broward County
Rezoning for Residential and Commercial Parcels	City of Tamarac
Site Plan Approval for Residential and Commercial Pare	celsCity of Tamarac
Plat Approval	City of Tamarac & Broward County
Building Permits	City of Tamarac
Engineering Permits	City of Tamarac
Surface Water Management License Application & Joint Application for Environmental Resource Permit (if required)	Broward County Environmental Planning Department (BCEPD)
Construction Permit Application for Community Water System Extension	Broward County Health Department
Application to Construct a Wastewater Collection/ Transmission System & Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System	BCEPD
Notice of Intent to Use Generic Permit for Stormwater Discharge For Large and Small Construction Activities.	FL Department of Environmental Protection (FDEP)
Water Use Permit Application Form	South FL Water Management District
Tree Removal Permit (if required)	City of Tamarac

JOINDER AND CONSENT By ZAVECO DEVELOPMENT, LLC

Zaveco Development, LLC, a Florida limited liability company ("Zaveco"), the contract purchaser of the Residential Parcels, as defined in the Development Agreement to which this Joinder and Consent is attached, pursuant to that certain Agreement for the Purchase and Sale of Real Property (Woodmont), dated July 22, 2011, as amended ("Purchase Agreement"), hereby joins in and consents to the terms of the Development Agreement; provided, however, that Zaveco shall have no obligations whatsoever under the Development Agreement except with respect to any portions of the Residential Parcels which have been acquired by Zaveco, and provided further that nothing herein contained is intended to, or shall have the effect of, altering or amending the rights and obligations of Zaveco under the Purchase Agreement.

ZAVECO DEVELOPMENT, LLC, a Florida limited liability company

		Ву:	
Print Name:		Name:	
		Title:	
Print Name:			
STATE OF)		
COUNTY OF) ss:)		
The foregoing inst	rument was	s acknowledged before me this day of	, 2014, by

, as ______ of Zaveco Development, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced for identification.

[NOTARIAL SEAL]

Notary:
Print Name:
Notary Public, State of Florida
My commission expires:



Title - TO2274 - Woodmont Land Use Plan Amendment

An Ordinance of the City Commission of the City of Tamarac, Florida, adopting an Amendment to the City of Tamarac Comprehensive Plan in accordance with Chapter 163, specifically Section 163.3184 of the Florida State Statutes, concerning a Large-Scale Land Use Plan Amendment application proposed by Brian Terry of Land Design South, designated agent for the property owner, Woodmont Country Club, Inc., to change the designation of the subject use of land from Commercial Recreation to Low (0-5 du/ac) Residential to accommodate the future development of a total of 152 single family dwelling units and from Commercial Recreation to Commercial to accommodate the development of approximately 28,000 square feet of commercial development on 4.58 acres of land for the property located at or around Pine Island Road to the west, Southgate Boulevard to the North, University Drive to the east, and NW 75th Street to the south (Case No. 1-LUA-12); providing for amendment to the Land Use Plan to reflect such change; providing for transmittal to the State of Florida Department of Economic Opportunity for review; providing for conflicts; providing for severability; and providing for an effective date.

PASSED ON FIRST READING APRIL 15, 2013

ATTACHMENTS:

	Description	Upload Date	Туре
Ľ	<u>TO2274 - Memo</u>	4/30/2014	Cover Memo
Ľ	TO2274 - Ordinance	4/30/2014	Ordinance
D	TO2274 - Site Location Map	4/30/2014	Backup Material
	TO2274 - Exhibit A	4/30/2014	Exhibit

CITY OF TAMARAC INTEROFFICE MEMORANDUM 13-04-011M COMMUNITY DEVELOPMENT DEPARTMENT

TO:	Michael C. Cernech, City Manager	DATE:	May 30, 2014
FROM:	Maxine Calloway, Director of Community Development	RE:	Woodmont – Land Use Plan Amendment
		CASE#:	1-LUA-12 TEMP ORD. NO . 2274
		MF#:	13-76

RECOMMENDATION: The Director of Community Development recommends that the City Commission adopt on Second Reading Temporary Ordinance 2274, and authorize staff to transmit all necessary documents to the appropriate agencies regarding this land use plan amendment application at its May 14, 2014 meeting.

ISSUE: The applicant is requesting approval of a Land Use Plan Amendment to change the designation of the subject properties from "Commercial Recreation" to "Low (0-5 du/ac) Residential" to accommodate the future development of a total of 152 single family dwelling units and from "Commercial Recreation" to "Commercial" to accommodate the development of approximately 28,000 square feet of commercial development on 4.58 acres.

PUBLIC NOTIFICATION: Section 2-370 of the Code of Ordinances requires that all property owners within 400 feet of the subject properties be notified of this application. To that end, 674 property owners were notified of the land use plan amendment application.

BACKGROUND: Brian Terry, Land Design South, Designated Agent for the property owner, Woodmont Country Club is requesting a Land Use Plan Amendment to allow for the future development of 152 dwelling units. The applicant is proposing to develop portions of the existing "Pines" golf course into 7 sites (Parcels "A", "B", "C", "E", "F", and "G"), 6 of which are for single family units consisting of approximately 35.11 gross acres at a proposed density of 4.33 dwelling units per acre (gross) and one site (Parcel "D") consisting of 4.58 acres slated for commercial development (see attached site map).

The amendment sites are located in the City of Tamarac within the Woodmont Country Club site, which is bound by Pine Island Road to the west, Southgate Boulevard to the north, University Drive to the east, and NW 75th Street to the south.

Associated with this request is a Rezoning petition (Case No.7-Z-12) which is also scheduled to be heard by the Planning Board at the April 10, 2013 meeting. The City Commission reviewed these petitions on first reading on April 15, 2013.

This area has been the subject of land development applications in the past. Below is a summary of the past Land Use Plan Amendments for the Woodmont property for comparative purposes:

Submittal Date	Proposed # of Units	Final Action
7/5/2006	448 multi-family units	Withdrawn
6/25/2007	142 multi-family units	City Commission
	<u>158</u> single family	denied (9/26/2007)
	homes	
	300 total units	
11/6/2009	255 single family units	Withdrawn
10/9/2012	152 single family units	In progress
(current)		

Summary of Past Land Use Amendment Applications

The petitioner states that the current golf course operation has become economically non-viable on the subject property. The "Pines" golf course has been closed down for approximately a year and is being maintained at a minimal level. In order to revitalize a portion of this course, the applicant proposes to redevelop the "Pines" golf course from defunct 18 holes of golf to newly developed 9 holes of golf and redevelop 6 residential sites and a commercial site on a total of 39.69 acres. (See Woodmont LUPA Application Folder).

ANALYSIS:

Florida Statutes require City Staff to review any proposed amendment to its Comprehensive Plan, specifically, City staff is required to review the impact of the proposed amendment on the following elements of the Comprehensive Plan; Future Land Use, Infrastructure, Conservation, Recreation and Open Space, Transportation, Housing and Intergovernmental Coordination Elements. Community Development Staff has reviewed each of these Elements and finds the following findings of fact.

Land Use and Compatibility

The development proposal consists of 6 residential parcels on 35.11 acres and the residential density for the overall development is 4.33 dwelling units/acre (du/ac). The remaining parcel (Parcel D) is proposed to be Commercial. The parcels will be configured as shown in the table below:

Parcel	No. of Units	Area (acres)	Density	Average Adjacent Density
A	45	9.47	4.75	3.5
В	30	7.1	4.2	4.0
С	21	5.55	3.78	2.0 & 3.2
D	59,581 Sq. Ft (Maximum) 28,000 Sq. Ft (proposed)	4.58	30% lot coverage	N/A
E	22	6.58	3.3	7.1, 3.5, & 11.9
F	14	3.41	4.1	4.8 & 4.0
G	20	3.00	6.6	4.0

The parcels will be restricted to standard single family development and will range in density from 3.3 du/ac to 6.6 du/ac and are adjacent to comparable densities. The densities of the single family parcels are consistent and compatible with the surrounding development pattern. Placement of the residential parcels is in keeping with of the policies of the City's Comprehensive Plan specifically Policies 1.4 and 16.1. The Goals, Objectives and Policies (GOP's) of the Future Land Use Element of the Comprehensive Plan and specifically Policies 1.4 and 16.1 state the following;

Policy 1.4 The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances. The Land Development Code revisions should address criteria to be used in reviews for determining whether there is compatibility among adjacent land uses. The Community Development Department will continue to review the Planning Commission Board agendas of surrounding cities to identify land use proposals which might affect the City of Tamarac.

Policy 16.1 The compatibility of existing and future land uses shall be a primary consideration by the Community Development Department in the review and approval of amendments to the City Land Use Element.

Public Facilities and Service

1) Infrastructure

Adequate sanitary sewer, potable water, drainage, and solid waste exist to serve the proposed amendment. Letters have been received from agencies which have jurisdiction over these services indicating that adequate capacity is available.

2) Parks and Recreation Analysis

Private Open Space

The area affected by this proposal encompasses 39.69 acres of the existing 120 acre "Pines" golf course. The proposal would result in redevelopment of a portion of the the "Pines" golf course from a non-functional golf course to a functioning 9 hole golf course (approximately 80 acres), 6 residential sites and 1 commercial site. The Woodmont Country Club will maintain approximately 360 acres of total golf course open space. The southern 18-hole golf course (Cypress) will be maintained and a new 9-hole golf course will be constructed providing private open space and recreation for the Woodmont residents.

Public Open Space

A review of the proposed amendment resulting in the development of 152 dwelling units shows that 1.6 acres of open space land and 1.4 acres of open space land must be provided by the applicant in order to meet level of service requirements for the City of Tamarac's Comprehensive Plan. The applicant has proposed to redevelop 9 out of the 18 holes of the non-functional "Pines" golf course resulting in approximately 80 acres of private golf course and has agreed to meet the <u>public</u> park land requirement by adhering to Section 10-296 of the City's Code of Ordinances.

The GOP's of the Recreation and Open Space Element of the Comprehensive Plan, Objective 1, states the following "The City will continue to maintain a diverse system of parks, recreation, and open space facilities throughout the City that adequately and efficiently provide recreation opportunities at the adopted level of service standard."

The first goal articulated in the Future Land Use Element of the Comprehensive Plan stipulates that "The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety and welfare." The proposed future Land Use Plan Amendment will result in a decrease in private open space within the Woodmont area of approximately 39 acres while mitigating this fact by preserving and enhancing approximately 80 acres of land as a 9 -hole golf course. The amendment as proposed conserves and protects the natural environment and adequately mitigates measures to satisfy the intent of the above-referenced goal in terms of conservation measures.

3) Transportation Impact Analysis

A vehicular trip generation analysis has been provided as part of the Land Use Plan Amendment application. The document indicates that the current approved "Commercial Recreation" land use designation generates 50 PM peak hour trips and the proposed single family residential development and commercial development will generate a total of 280 PM peak hour trips. An independent analysis completed by a transportation consultant, Traftech Engineering, retained by the City states that the roadway links within the proposed area will not be adversely impacted by the project in the immediate future.

The table below shows that the impact on the adjacent roadway network from each proposed parcel is acceptable at the PM peak hour which is the time most vehicles will be on the roadway.

Existing Use	DU	Daily Trips Total	PM Peak Hour In Out Total
Golf Course	0	643	27 26 53
Proposed Use			
Residential Single-Family	152	1456	96 57 153
Commercial	0	2842	62 65 127
Total	152	4298	158 122 280

Trip Generation on Local Roadways

The traffic study evaluates traffic impacts on the interior and arterial roadways. The analysis shows that the project as proposed will generate less than 3 percent of the adjacent roadway peak-hour Level of Service (LOS) in all links included within the radius of influence. The internal roadway network was also evaluated within the Woodmont development revealing that all roadways will operate at a LOS of "D" or better.

The study focused on the University Drive/Southgate Boulevard intersection. The total additional delay at this intersection will result in a 0.6 second time period which is indiscernible to the driving public.

Finally, the LOS of the University Drive roadway between Southgate Boulevard and N.W. 78th Street will was considered as part of this traffic analysis and will remain at a level of "D" or better at project build-out.

It should be noted that traffic from the Renaissance Charter School was considered as part of this analysis. Staff along with the City's traffic consultant and the Broward Sherriff's Office are currently working with the administration for the Renaissance Charter School at University to improve the traffic flow during the drop-off and pickup times for that school. The City will be adding turn lanes on N.W. 82nd Street both east and west bound to aid in the egress into this school, from this roadway in the summertime when school is not in session.

The entire traffic analysis along with the City's Traffic Consultant concurrence to the analysis is included in the Woodmont LUPA Application folder as Exhibit 8.

4) Housing

In regard to affordable housing the applicant has indicated that they will provide to the City of Tamarac a contribution in the amount of \$114,000 for the provision of said housing (based on \$750 per dwelling unit). The funding would be made available to the City for providing down payment assistance to income eligible families. The project is consistent with the City's affordable housing policies.

5) School Impact Analysis

The "Public Education Analysis" portion of the Land Use Amendment application supplies information about student generation rates and school facility enrollment and capacity. The applicant was required to contact Broward County School Board staff and inform them of the request. The School Board's staff subsequently performed an initial analysis that indicated that the schools serving the amendment area 2012/2013 are Tamarac Elementary School, Millennium Middle School and J. P. Taravella High School.

Based on the District's Public School Concurrency Planning Document, all of the schools are operating below the adopted Level of Service (LOS) of 110% of their permanent capacities in the 2012-2013 school year. Incorporating the cumulative students anticipated from approved and vested developments anticipated to be built within the next 3 years (through 2015), all the schools are expected to operate below the adopted LOS of 110%.

Based on the School District's Seven Long Range Planning Areas, the amendment site is located within School District Planning Area "A" and the elementary, middle and high schools currently serving Planning Area "A" are anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in this planning area.

In addition to these public schools, the following is a list of charter schools which will provide additional educational opportunities for school age children: Excelsior (K-5), Broward Community Charter (K-5) & (6-8), Renaissance Charter School at University (K-8) and North Broward Academy for Excellence and all are located within a 2 mile radius of the project site. Therefore, the proposed project is not expected to have a significant impact on the surrounding schools.

6) Other Items

Development Agreement

The Development Agreement is before the City Commission as a separate agenda item to be heard at the April 15, 2013 City Commission meeting.

Impact on Existing Neighborhoods

The proposed amendment will directly impact 13 subdivisions that are adjacent to the northern 18 hole golf course, east of Pine Island Road, west of University Drive and south of Southgate Boulevard known as the "Pines" golf course. The proposed amendment must be reviewed in terms of not only the viability of the Woodmont Country Club and Cypress Golf Course, but also in terms of the impact on adjacent residential areas. As previously mentioned Goal 1 of the Future Land Use Element states "The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety and welfare."

The following chart indicates the number of existing residential units that will have a view modified from existing open space (golf course) to proposed development:

New Adjacency	Southgate Shores	Shangri- La	Lake- wood	Waterford Town Villas	The Pines II	The Pines	Button- wood	Les Chateaux	Tract 51	The Pines III	The Estates	The Pine s	La Foret
New water body between proposed commercial	8	0	5	0	0	0	0	0	0	0	0	0	0
Existing water body/ golf course between proposed commercial	7	0	3	0	0	0	0	0	0	0	0	0	0
Proposed 20' landscaped buffer between proposed residential	0	12	0	0	0	0	0	0	0	0	0	0	0
Existing water body/ golf course between proposed residential	0	0	0	30	0	0	0	0	10	0	0	0	0
Existing golf course body between proposed residential	0	0	0	0	10	8	9	17	0	10	18	10	15
Existing roadway between proposed residential	0	0	0	0	0	0	9	2	0	4	0	0	0
Existing water body between proposed residential	0	0	0	0	0	0	0	0	3	0	0	0	0
Totals	15	12	8	30	10	8	18	19	13	14	18	10	15

One hundred and ninety (190) existing residential units will have a view of either new residential or commercial development. All of these homes will be buffered with either a water body, a redeveloped portion of the 9-hole golf course, an existing roadway or a landscape buffer.

Additionally, 19 residential units within the La Chateau development will have a view of a passive open space parcel that will buffer them from Southgate Boulevard that will be maintained by the Woodmont Country Club. Finally, a privacy wall, along with required landscaping will buffer the commercial development from the southeastern existing residential development.

Should this Land Use Plan Amendment be adopted staff will ensure through the site plan process that proposed redevelopment of the "Pines" golf course will be implemented.

Economic Impact Analysis

Orderly growth as articulated in the Comprehensive Plan supports and increases value within existing neighborhoods. The Economic Impact Analysis provided by Levitan and Associates and reviewed by Lambert Advisory, summarizes in depth the economic benefits of the proposed application. (See Woodmont LUPA Application folder, Exhibit 12 and 13 and attached Lambert Advisory analysis)

Development of residential homes will have a positive financial impact to the City of Tamarac. Tamarac would receive approximately \$222,000 annually in ad valorem revenue from the development of 152 single-family homes based on an assessed value of approximately \$200,000 (conservatively). The City would also receive approximately \$40,000 annually in ad valorem revenue (using a \$6,500,000 estimated assessed value) for the proposed 28,000 square foot commercial center. An additional \$120,000 per year (approximate) will be generated in utility fees. Approximately \$1,394,000 will be generated in building permit fees.

City's Strategic Goals

The proposed amendment supports Goal #2, "Healthy Financial Environment" by supporting quality redevelopment within an area of the City that is currently being utilized as a defunct golf course. Additionally, this amendment supports Goal #5, "A Vibrant Community" by revitalizing our community within the Woodmont development.

SUMMARY RECOMMENDATION: Permanent closure of the northern 18-hole golf course in Woodmont has negatively impacted the neighborhood. Staff has received numerous complaints regarding golf course maintenance, individuals trespassing and wildlife on the course. It is in keeping with the Goals, Objectives and Policies of the Comprehensive Plan that the City of Tamarac support long term alternatives to neighborhood decline. Given the totality of circumstances set forth above, staff has determined that the proposed LUPA is consistent with the goals and objectives of the City's Comprehensive Land Use Plan. The City's professional staff recommends that the City Commission adopt the Land Use Plan Amendment.

INTERVENING ACTION: On March 6, 2013 the Planning Board voted 3-1 to forward a favorable recommendation to the City Commission. Subsequent to the Planning Board meeting on March 6, 2013, it came to staff's attention that direct mail notification for the Land Use Plan Amendment and the Rezoning was insufficient. In order to remedy this issue, property owners within 400-feet of the areas subject to the Land Use Plan Amendment and Rezoning were notified of a special Planning Board meeting on April 10, 2013. This special meeting will ensure all property owners within 400-feet are afforded an opportunity to address the Board. Staff will update the City Commission regarding this meeting during staff's presentation on April 15, 2013.

akuetfalloway

Maxine Calloway Director of Community Development

MAC/FZ/alg

Attachments:

Temp. Ord. No. 2274 Site Map Exhibit A - Woodmont LUPA Application Folder/Petitioner's Submittal

Temp Ord. No. 2274 April 15, 2013 Page 1

CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2013-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC. FLORIDA, ADOPTING AN AMENDMENT TO THE CITY OF TAMARAC COMPREHENSIVE PLAN IN ACCORDANCE WITH CHAPTER 163. SPECIFICALLY SECTION 163.3184 OF THE FLORIDA STATE STATUTES, CONCERNING A LARGE-SCALE LAND USE PLAN AMENDMENT APPLICATION PROPOSED BY BRIAN TERRY OF LAND DESIGN SOUTH, DESIGNATED AGENT FOR THE PROPERTY OWNER, WOODMONT COUNTRY CLUB, INC., TO CHANGE THE DESIGNATION OF THE SUBJECT USE OF LAND FROM COMMERCIAL RECREATION TO LOW (0-5 DU/AC) RESIDENTIAL TO ACCOMMODATE THE FUTURE DEVELOPMENT OF A TOTAL OF 152 SINGLE FAMILY DWELLING UNITS AND FROM COMMERCIAL RECREATION TO COMMERCIAL TO ACCOMMODATE THE DEVELOPMENT OF APPROXIMATELY 28,000 SQUARE FEET OF COMMERCIAL DEVELOPMENT ON 4.58 ACRES OF LAND FOR THE PROPERTY LOCATED AT OR AROUND PINE ISLAND ROAD TO THE WEST. SOUTHGATE BOULEVARD TO THE NORTH. UNIVERSITY DRIVE TO THE EAST, AND NW 75TH STREET TO THE SOUTH (CASE NO. 1-LUA-12): PROVIDING FOR AMENDMENT TO THE LAND USE PLAN TO REFLECT SUCH CHANGE; PROVIDING FOR TRANSMITTAL TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR REVIEW; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, provisions of the Local Government Comprehensive Planning and Land Development Regulation Act of 1985 require adoption of a comprehensive plan; and

WHEREAS, the City of Tamarac, Florida, pursuant to the Local Government Comprehensive Planning Act, and in accordance with all of its terms and provisions, has prepared and adopted a Comprehensive Plan which has been submitted to, and reviewed by, the South Florida Regional Planning Council and the State of Florida Department of Economic Opportunity; and

WHEREAS, the Director of Community Development recommends the transmittal of this Land Use Plan Amendment to the State of Florida Department of Economic Opportunity and all other agencies having jurisdiction over the Amendment for their review; WHEREAS, the Planning Board of the City of Tamarac has also reviewed this Land Use Plan Amendment to the Land Use Plan of the City of Tamarac on March 6, 2013 as described in Exhibit "A – Petitioner's Submittal" (attached hereto and incorporated herein and made specific part thereof); and has forwarded a favorable recommendation to the City Commission for their review; and

WHEREAS, this Amendment will be transmitted to the State of Florida Department of Economic Opportunity for review and all other agencies having jurisdiction over the Amendment for review and comments, all as provided by law; and

WHEREAS, the City Commission of the City of Tamarac has conducted public hearings on this Amendment to the City of Tamarac Comprehensive Land Use Plan; and

WHEREAS, this Amendment, located within the City of Tamarac, will be submitted to the Broward County Planning Council for recertification upon adoption by the City Commission on Second and Final Reading; and

WHEREAS, the City Commission of the City of Tamarac has deemed it to be in the best interest of the citizens and residents of the City of Tamarac to adopt an Amendment to the City of Tamarac Comprehensive Plan in accordance with Chapter 163, specifically Section 163.3184 Florida Statutes, concerning a Large-Scale Land Use Plan Amendment proposed by Brian Terry of Land Design South, Designated Agent for the property owner, Woodmont Country Club, Inc., to change the designation of the subject use of land from Commercial Recreation to Low (0-5 du/ac) Residential to accommodate the future development of a total of 152 single family dwelling units and from Commercial Recreation to Commercial to accommodate the development of approximately 28,000 square feet of commercial development on 4.58 acres of land for the property located at or around Pine Island Road to the west, Southgate Boulevard to the north, University Drive to the east,

and NW 75th Street to the south, Tamarac, Florida.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of the Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part of this Ordinance.

SECTION 2: The City Commission has reviewed the application and finds the following:

- The Amendment is consistent with the goals, objectives and policies of the City of Tamarac Comprehensive Plan;
- The characteristics of the surrounding area and the characteristics included in the proposed development are compatible;
- 3. The City of Tamarac has the ability or will have the ability to provide necessary services for the additional demand for public facilities.

SECTION 3: That the Land Use Plan Amendment to the certified Land Use Plan of the City of Tamarac (Case No. 1-LUA-12) reviewed by the Planning Board and approved by the City Commission, attached hereto and made a part of this ordinance, as shown on Exhibit "A" from Commercial Recreation to Low (0-5 du/ac) Residential and from Commercial Recreation to Commercial for seven (7) sites within the existing golf course, is

Temp Ord. No. 2274 April 15, 2013 Page 4

hereby adopted, subject to the conducting of a Second and Final Public Hearing, and which shall become effective upon the expiration of a thirty -one (31) day appeal period subsequent to the State of Florida Department of Economic Opportunity notifying the City that the plan amendment packet is complete. This Amendment shall be construed as permitting a maximum of one hundred fifty-two (152) single-family units and 28,000 square feet of commercial development on 4.58 acres of land.

<u>SECTION 4:</u> That the Director of Community Development is further authorized and directed to make the necessary textual changes to the City's certified Land Use Plan and the changes to the map in order to reflect the above-stated changes.

<u>SECTION 5:</u> All Ordinances or parts of Ordinances, and all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

<u>SECTION 6:</u> If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

<u>SECTION 7:</u> This Ordinance shall become effective immediately upon the expiration of a thirty -one (31) day appeal period subsequent to the State of Florida Department of Economic Opportunity notifying the City that the plan amendment packet is complete if not otherwise challenged

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PASSED, FIRST READING this	day of	, 2013.
PASSED, SECOND READING this	day of	, 2014.

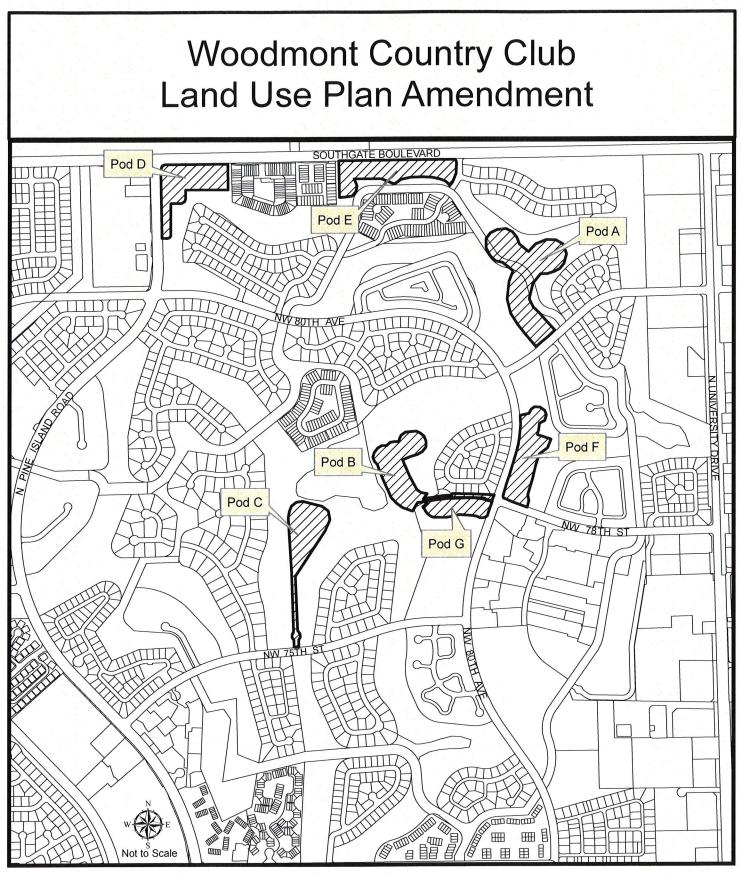
HARRY DRESSLER, MAYOR

ATTEST:

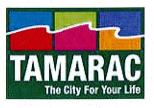
PATRICIA TUEFEL, CMC CITY CLERK

I HEREBY CERTIFY that I have approved this ORDINANCE as to form.

SAMUEL S. GOREN, CITY ATTORNEY



City Commission May 14, 2014 TO# 2274



Maxine A. Calloway, Director Community Development 7525 NW 88 Avenue Tamarac, FL 33321 Telephone (954) 597-3530 Temporary Ordinance No. 2274 Woodmont – Land Use Plan Amendment Exhibit A – Petitioner's Submittal

On File in the Office of the City Clerk



Title - TO2275 - Woodmont Rezoning

An Ordinance of the City Commission of the City of Tamarac, Florida, amending prior zoning of certain real estate property otherwise known as Woodmont Country Club from S-1 (Recreational District) to R-1 (Single-family Residential District) for Parcels A, B, C, E, F, and G and from S-1 (Recreational district) to B-2 (Planned Community Business District) for Parcel D, for the property located at or around Pine Island Road to the west, Southgate Boulevard to the north, University Drive to the east, and NW 75th Street to the south; (Case No. 7-Z-12); providing for amendment to the official zoning map to reflect such change; providing for conflicts; providing for severability; and providing for an effective date.

PASSED ON FIRST READING APRIL 15, 2013

ATTACHMENTS:

	Description	Upload Date	Туре
Ľ	<u>TO2275 - Memo</u>	4/30/2014	Cover Memo
Ľ	TO2275 - Ordinance	4/30/2014	Ordinance
Ľ	TO2275 - Site Location Map	4/30/2014	Backup Material

CITY OF TAMARAC INTEROFFICE MEMORANDUM 13-04-012M COMMUNITY DEVELOPMENT DEPARTMENT

TO:	Michael C. Cernech, City Manager	DATE:	April 30, 2014	
FROM:	Maxine Calloway, Director of Community Development	RE:	Woodmont – Rezoning	
		CASE#:	7-Z-12 TEMP. ORD. NO. 2275	
		MF#:	13-76	

RECOMMENDATION: The Director of Community Development recommends that the City Commission adopt on Second Reading Ordinance #2275 regarding this rezoning application at its May 14, 2014 meeting.

ISSUE: The applicant is requesting approval of a Rezoning petition to change the designation of subject properties from S-1 (Recreational District) to R-1 (Single-Family Residential District) for Parcels "A", "B", "C", "E", "F", and "G" and from S-1 (Recreational District) to B-2 (Planned Community Business District) for Parcel "D". (see site Map)

The Rezoning petition to R-1 (Single-Family Residential District) will accommodate the future development of a total of up to 152 single-family dwelling units, while the Rezoning to B-2 will accommodate approximately 28,000 square feet of commercial development on 4.58 acres.

PUBLIC NOTIFICATION: Section 2-370 of the Code of Ordinances requires that all property owners within 400 feet of the subject property be notified of this application. To that end 674 property owners were notified for the Rezoning petition.

BACKGROUND: Brian Terry, Land Design South, Designated Agent for the property owner, Woodmont Country Club, Inc. is requesting a Rezoning to allow for the future development of 152 dwelling units. The applicant is proposing to develop portions of the existing golf courses into 7 sites (Parcels "A", "B", "C", "D", "E", "F", and "G"), 6 of which are single family units consisting of approximately 39.69 gross acres at a proposed density of 4.33 dwelling units per acre (gross) and one site consisting of 4.58 acres slated for commercial development (see Woodmont LUPA Application folder).

The amendment sites are located in the City of Tamarac within the Woodmont Country Club property, which is bound by Pine Island Road to the west, Southgate Boulevard to the north, University Drive to the east, and NW 75th Street to the south. The Woodmont Country Club and Pines golf courses are contiguous to the amendment sites.

Associated with this request is a Land Use Plan Amendment (Case No. 1-LUA-12) which was heard by the Planning Board at the April 10, 2013 meeting (see intervening action on Page 3). The City Commission will review these petitions on April 15, 2013 (First reading) and May 14, 2014 on Second Reading.

City Manager Woodmont Country Club - Rezoning Temporary Ordinance No. 2275 April 30, 2014 - Page 2

Community Development staff has reviewed the requested development proposal of 152 dwelling units and approximately 28,000 square feet of commercial development. The development proposal consists of 6 residential parcels on 39.69 acres (4.33 du/ac) and one commercial parcel on 4.58 acres. The parcels will be configured as shown in the table below:

Parcel	No. of Units	Area (acres)	Density	Average Adjacent Density
A	45	9.47	4.75	3.5
В	30	7.1	4.2	4.0
С	21	5.55	3.78	2.0 & 3.2
D	59,581 Sq. Ft (Maximum) 28,000 Sq. Ft (proposed)	4.58	30% lot coverage	N/A
E	22	6.58	3.3	7.1, 3.5, & 11.9
F	14	3.41	4.1	4.8 & 4.0
G	20	3.00	6.6	4.0

The parcels will be restricted to standard single family development and will range in density from 3.3 du/ac to 6.6 du/ac and are adjacent to comparable densities. The densities of the single family parcels are consistent and compatible with the surrounding development pattern. Placement of the residential parcels is in keeping with the principles of the Policies of the City's Comprehensive Plan specifically Policies 1.4 and 16.1. The Goals, Objectives and Policies (GOP's) of the Future Land Use Element of the Comprehensive Plan and specifically Policies 1.4 and 16.1 state the following;

Policy 1.4 The Community Development Department will continue to review land use plan amendments, zoning amendments, site plans, and plat approval requests for compatibility with adjacent land uses as currently required in the Code of Ordinances. The Land Development Code revisions should address criteria to be used in reviews for determining whether there is compatibility among adjacent land uses. The Community Development Department will continue to review the Planning Commission Board agendas of surrounding cities to identify land use proposals which might affect the City of Tamarac.

Policy 16.1 The compatibility of existing and future land uses shall be a primary consideration by the Community Development Department in the review and approval of amendments to the City Land Use Element.

Additionally, the Goal for the City's Future Land Use Element, within the City's Comprehensive Plan states: "The City of Tamarac will provide land uses which will encourage the orderly growth of the community; maximize economic benefits; conserve and protect the natural environment; and minimize any threats to health, safety, and welfare." The rezoning of a portion of the subject site toR-1 and B-2 is consistent with the associated Land Use Plan Amendment.

City Manager Woodmont Country Club - Rezoning Temporary Ordinance No. 2275 April 30, 2014 - Page 3

The proposed amendment supports Goal #2, "Healthy Financial Environment" by supporting quality redevelopment within an area of the City that is currently being utilized as a defunct golf course. Additionally, this amendment supports Goal #5, "A Vibrant Community" by revitalizing our community within the Woodmont development.

SUMMARY RECOMMENDATION:

The Rezoning petition meets the standards of the City's Code of Ordinances relative to rezoning requirements. Staff has determined that the proposed rezoning from S-1 to R-1 and B-2 is consistent with the parcel's proposed land use designations from "Commercial Recreation" to "Low (0-5 du/ac) Residential" and "Commercial". Therefore staff recommends that the City Commission approve for Second Reading and adoption, the Rezoning application at its May 14, 2014 meeting.

INTERVENING ACTION: On March 6, 2013 the Planning Board voted 3-1 to forward a favorable recommendation to the City Commission. Subsequent to the Planning Board meeting on March 6, 2013, it came to staff's attention that direct mail notification for the Land Use Plan Amendment and the Rezoning was insufficient. In order to remedy this issue, property owners within 400-feet of the areas subject to the Land Use Plan Amendment and Rezoning were notified of a special Planning Board meeting on April 10, 2013. This special meeting will ensure all property owners within 400-feet are afforded an opportunity to address the Board. Staff updated the City Commission regarding this meeting during staff's presentation on April 15, 2013.

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Maxine A. Calloway, Director of Community Development

MAC/FZ/alg

Attachments:

Temp. Ord. No. 2275 Site Map

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CITY OF TAMARAC, FLORIDA

ORDINANCE NO. O-2013-

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AMENDING PRIOR ZONING OF CERTAIN REAL ESTATE PROPERTY OTHERWISE KNOWN AS WOODMONT COUNTRY CLUB FROM S-1 (RECREATIONAL DISTRICT) TO R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) FOR PARCELS A, B, C, E, F, AND G AND FROM S-1 (RECREATIONAL DISTRICT) TO B-2 (PLANNED COMMUNITY BUSINESS DISTRICT) FOR PARCEL D. FOR THE PROPERTY LOCATED AT OR AROUND PINE ISLAND ROAD TO THE WEST, SOUTHGATE BOULEVARD TO THE NORTH, UNIVERSITY DRIVE TO THE EAST, AND NW 75TH STREET TO THE SOUTH; (CASE NO. 7-Z-12); PROVIDING FOR AMENDMENT TO THE OFFICIAL ZONING MAP TO REFLECT SUCH CHANGE: PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brian Terry of Land Design South, Designated Agent for the property owner, Woodmont Country Club, Inc., has requested that certain real estate property located at or around Pine Island Road to the west, Southgate Boulevard to the north, University Drive to the east, and NW 75th street to the south, containing 39.69 gross acres be rezoned from S-1 (Recreational District) to R-1 (Single-Family Residential District) for Parcels "A", "B", "C", "E", "F", and "G" and from S-1 (Recreational District) to B-2 (Planned Community Business District) for Parcel "D" to allow for the future development of a total of 152 single-family dwelling units, while the rezoning to B-2 (Planned Community Business District) will accommodate approximately 28,000 square feet of commercial development on 4.58 acres; and WHEREAS, pursuant to the provisions of the Code of Ordinances of the City of Tamarac, Florida, public notice has been given of the time and place of the public hearing regarding the rezoning of the subject property and said public hearing has been held in accordance with the notice and the public has been given an opportunity to be, and has been heard; and

WHEREAS, the public hearing has been held on Case No. 7-Z-12 by the City Commission pursuant to the Charter and Florida State Statutes; and

WHEREAS, the Director of Community Development recommends approval of this Rezoning; and

WHEREAS, on March 6, 2013, the Planning Board held a duly advertised Public Hearing and recommended approval of this Rezoning; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems the Rezoning to be consistent with the City of Tamarac Comprehensive Plan; and

WHEREAS, the City Commission of the City of Tamarac has deemed it to be in the best interests of the citizens and residents of the City of Tamarac to amend prior zoning of certain real estate property otherwise known as Woodmont Country Club S-1 (Recreational District) to R-1 (Single-Family Residential District) for Parcels "A", "B", "C", "E", "F", and "G" and from S-1 (Recreational District) to B-2 (Planned Community Business District) for Parcel "D" to allow for the future development of a total of 152 single-family dwelling units, while the rezoning to B-2 (Planned Community Business District) will accommodate approximately 28,000 square feet of commercial development on 4.58 acres, for the property located at or around Pine Island Road to the west, Southgate Boulevard to the north, University Drive to the east, and NW 75th Street to the south, for which the legal description is (attached hereto as Exhibit "A" incorporated herein and made a specific part thereof).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of the Ordinance upon adoption hereof; all exhibits attached hereto are incorporated herein and made a specific part thereof.

<u>SECTION 2:</u> That the lands for which the legal description is hereto attached as Exhibit "A", (incorporated herein and made a specific part of this ordinance) are hereby rezoned from S-1 (Recreational District) to R-1 (Single-Family Residential District) for Parcels "A", "B", "C", "E", "F", and "G" and from S-1 (Recreational District) to B-2 (Planned Community Business District) for Parcel "D".

<u>SECTION 3:</u> That the official zoning map of the City of Tamarac shall be changed to reflect such zoning designation upon the effective date of this Ordinance.

SECTION 4: All Ordinances or parts of Ordinances, and all Resolutions or parts of Resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

<u>SECTION 5:</u> If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given affect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

<u>SECTION 6:</u> This Ordinance shall not become effective until thirty one (31) days after the state land planning agency notifies the City that the Comprehensive Land Use Map amendment submitted to the state is complete if not otherwise challenged.

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PASSED, FIRST READING this	day of	, 2013.
PASSED, SECOND READING this	day of	, 2014.

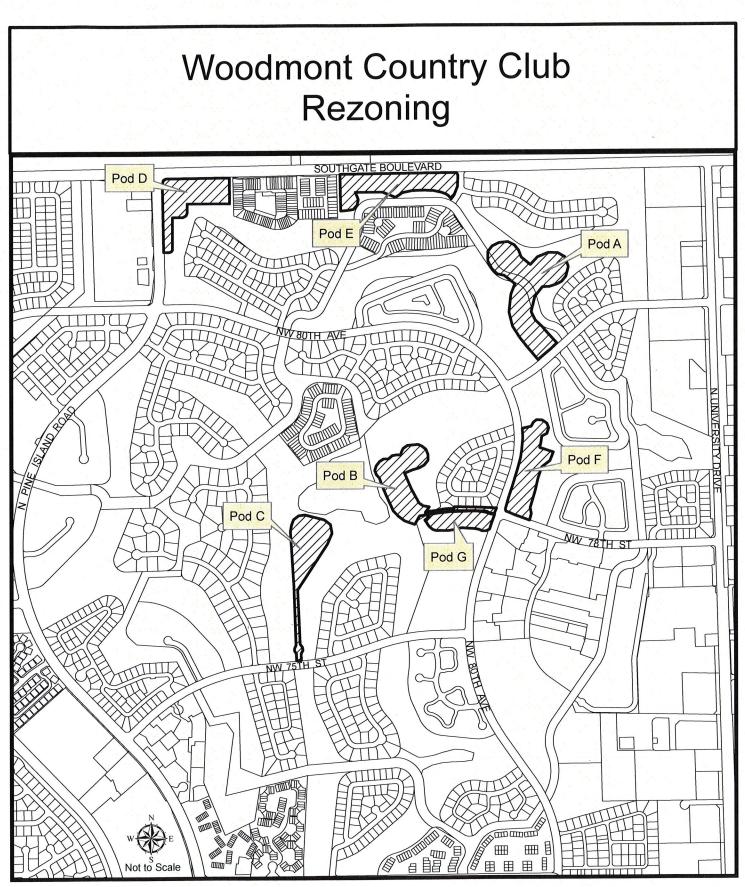
HARRY DRESSLER, MAYOR

ATTEST:

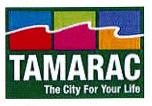
PATRICIA TEUFEL, CMC CITY CLERK

I HEREBY CERTIFY that I have approved this ORDINANCE as to form.

SAMUEL S. GOREN, CITY ATTORNEY



City Commission May 14, 2014 TO# 2275



Maxine A. Calloway, Director Community Development 7525 NW 88 Avenue Tamarac, FL 33321 Telephone (954) 597-3530