

ORDINANCE NO. 2018 - ____

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, ADOPTING A COMPREHENSIVE PLAN MAP AMENDMENT FOR THE AMP IV HIDDEN HARBOUR, LLC REQUEST OF PROPERTIES LOCATED NORTH OF 14TH STREET, SOUTH OF NE 17TH STREET ON THE EAST SIDE OF FEDERAL HIGHWAY; PROVIDING FOR A DETERMINATION THAT A LOCAL PLANNING AGENCY HEARING WAS HELD ON MAY 25, 2016; PROVIDING THAT A TRANSMITTAL AND ADOPTION PUBLIC HEARING WILL BE HELD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to § 163.3184 Florida Statutes, the Planning and Zoning Board/Local Planning Agency held a duly noticed public hearing on May 25, 2016 on the proposed amendments to the Future Land Use Map of the adopted City of Pompano Beach Comprehensive Plan and subsequently recommended approval to the City Commission; and

WHEREAS, pursuant to § 163.3184 (11)(b)1., Florida Statutes, the City Commission held at least one duly noticed public hearing on the proposed amendment to the Future Land Use Element of the adopted City of Pompano Beach Comprehensive Plan; and

WHEREAS, the proposed changes the Land Use Plan map designation of 8.9 gross acres from C (Commercial), LM (Low-Medium), and MH (Medium-high) to MUR-High (Mixed Use Residential-High) with a residential development of up to 323 residential units and a maximum floor area of 650,000 square feet for all uses, a marina with a maximum of 75,000 square feet of buildings and 15 wet slips and a maximum floor area of commercial development limited to 510,000 square feet, for the property legally described in Exhibit A; and

WHEREAS, pursuant to § 163.3187, Florida Statutes, the City Commission held at least one duly noticed public hearing on the proposed amendment to the Future Land Use Map of the adopted City of Pompano Beach Comprehensive Plan; and

WHEREAS, at the public hearings, the parties having an interest and all other citizens so desiring had an opportunity to be and were in fact heard; and

WHEREAS, all staff reports, minutes of meetings, findings of fact and support documents are hereby incorporated by reference; and

WHEREAS, the City Commission has considered the application in its entirety, staff reports, minutes of meetings, findings of fact and support documents and determines the request is in the best interests of the City; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That the foregoing application recitals, findings of fact, minutes of meetings and all staff reports and documents are true and correct, and are hereby incorporated by reference and transmitted.

SECTION 2. That a duly noticed public hearing was held on May 25, 2016 by the Local Planning Agency in compliance with Chapter 163, Florida Statutes, to consider the referenced Future Land Use Map Amendment.

SECTION 3. That the City Commission hereby adopts the amendment to the City of Pompano Beach Future Land Use Map to change the land use designation of 8.9 gross acres from C (Commercial), LM (Low-Medium), and MH (Medium-High) to MUR-High (Mixed Use Residential-High) with a residential development of up to 323 residential units and a maximum floor area of 650,000 square feet for all uses, a marina with a maximum of 75,000 square feet of buildings and 15 wet slips and a maximum floor area of commercial development limited to 510,000 square feet, for the property legally described in Exhibit A attached hereto and made a

part hereof with the conditions of project implementation described in Exhibit B and the Declaration of Restrictions provided as Exhibit C.

SECTION 4. That the City Clerk is directed to transmit a certified copy of this Ordinance to the Department of Economic Opportunity and required state agencies for review under the Small Scale amendment process allowed by Ch. 163, Florida Statutes.

SECTION 5. The City Clerk is directed to transmit a certified copy of this Ordinance to the Broward County Planning Council with the City's amended Future Land Use Map for the Planning Council to recertify the City Future Land Use Map.

SECTION 6. That in the event any provision or application of this Ordinance shall be held invalid, it is the legislative intent that the other provisions and applications thereof shall not be thereby affected;

SECTION 7. That all Ordinances or parts of Ordinances in conflict herewith are to the extent of said conflict, hereby repealed.

SECTION 8. That this Ordinance shall take effect immediately upon its passage and adoption, but the amendments shall not become effective until the Broward County Planning Council recertifies the City Comprehensive Plan as consistent with the County Land Use Plan.

PASSED FIRST READING this 10th day of January, 2017.

PASSED SECOND READING this _____ day of _____, 2018.

REX HARDIN, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

:jrm
12/3/18
l:ord/2016-268a

EXHIBIT A

NET LAND

(PARCEL 1—comprised of the following parcels designated as Parcels 1A-1F)

(PARCEL 1 A)

All of Parcel "A" of JERICHO BOATS ENTERPRISES, according to the Plat thereof, recorded in Plat book 146, Page 3 of the Public Records of Broward County, Florida

(PARCEL 1 B)

Lots 1 and 2. Block 2. SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida. LESS a portion of Lot 1, more particularly described as follows: BEGIN at the Northwest corner of said Lot 1; thence run North 88°29'09" East, along the north line of said Lot 1 for a distance of 17.28 feet; thence run South 47°39'21" West. for a distance of 26.15 feet; thence run North 06°49'35" East along the west line of said Lot 1 for a distance 17.28 feet to the Point of Beginning. PLUS the South 1/2 of the vacated N.E. 15th Street, lying north of Lot 1, Block 2, SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida.

(PARCEL 1 C)

All of Block 3, LESS the south 265.00 feet thereof, SEA BARGE YACHT CENTER, according to the Plat thereof as recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida. Plus the South 1/2 of the vacated N.E. 15 Street, lying North of Block 3, SEA BARGE YACHT CENTER, according to the Plat thereof as recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida.

(PARCEL 1 D)

Lots 1, 2, 6, 7 and 8, in Block 1 and all of Tracts "A", "B", "C. and "D" of SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida.

LESS that portion of Lot 8, Block 1 of SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida, in Section 30, Township 48 South, Range 43 East, being more particularly described as follows: COMMENCING at the Southeast (SE) corner of said Lot 8; thence run South 88°29'09" West along the South line of said Lot 8, for a distance of 117.71 feet to the POINT OF BEGINNING; thence continue to run South 88°29'09" West a distance of 13.00 feet to the Southwest (SW) corner of said Lot 8; thence run North 06°49'35" East along the west line of said Lot 8, a distance of 13.00 feet; thence run South 42°20'38" East, a distance of 17.00 feet to the POINT OF BEGINNING. PLUS the north 1/2 of the vacated N.E. 15th Street. lying south of Lot 8. Block 1 of SEA BARGE YACHT CENTER. according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida. PLUS the North 1/2 of the vacated N.E. 15 Street, lying South of Tract "D" of SEA

BARGE YACHT CENTER, according to the Plat thereof as recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida.

(PARCEL 1 E)

That portion of the SEA BARGE YACHT BASIN as shown on the Plat of SEA BARGE YACHT CENTER, as recorded in Plat Book 38, Page 27, of the Public Records of Broward County, Florida, described as follows:

That property lying west of the east line of the West Three Quarters (W 3/4) of the Northwest One—Quarter (NW 1/4) of the Southwest One—Quarter (SW 1/4) of Section 30, Township 48 South, Range 43 East and bounded on the south by the northerly boundary of Tract "D" of said SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida, bounded on the west by the easterly boundary of Tract "C" of said SEA BARGE YACHT CENTER and bounded on the north by the southerly boundary of Tract "B" of said SEA BARGE YACHT CENTER. Together with that portion of said Sea Barge Yacht Basin described as follows: That portion of Lots 30 and 31 of CALIBAN, according to the Plat Thereof, recorded in Plat Book 27, Page 12 of the Public Records of Broward County, Florida, as bounded on the north by the southern boundary of Tract "B", SEA BARGE YACHT CENTER, according to the Plot thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida, bounded on the west by the east line of the West Three-Quarters (W 3/4) of the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4) of said Section 30, bounded on the east by a line 10.00 feet west of and parallel to the east line of said Tract "B" of said SEA BARGE YACHT CENTER.

(PARCEL 1F)

Lot 4 of CALIBAN, according to the Plat thereof as recorded in Plat Book 27, at Page 12 of the Public Records of Broward County, Florida.

(PARCEL 2)

Lots 3, 4 and 5, Block 1, of SEA BARGE YACHT CENTER, according to the Plat thereof, as recorded in Plat Book 38, Page 27, of the Public Records of Broward County, Florida.

(PARCEL 3)

A portion of the Caliban Yacht Basin, CALIBAN, according to the plat thereof as recorded in Plat Book 27, Page 12, of the Public Records of Broward County, Florida lying North of and adjacent to Parcel "A", JERICHO BOATS ENTERPRISES, according to the plat thereof as recorded in Plat Book 146, Page 3, of the Public Records of Broward County, Florida and being more fully described as follows:

BEGINNING at the Northeast corner of said Parcel "A", JERICHO BOATS ENTERPRISES; thence South 88°14'47" West on the North line of said Parcel "A" also on the South line of Caliban Yacht Basin, a distance of 327.60 feet to the Northwest corner of said Parcel "A", JERICHO BOATS ENTERPRISES; thence North 00°57'15" West, on the Northerly extension of the west line of said Parcel "A", JERICHO BOATS ENTERPRISES, a distance of 15.00 feet;

thence North 88°14'47" East on a line 15.00 feet North of and parallel with the North Line of said Parcel "A", JERICHO BOATS ENTERPRISES, a distance of 327.60 feet; thence South 00°57'23". East, a distance of 15.00 feet to the POINT OF BEGINNING.

(PARCEL 4)

A portion of Lot 1, Block 2, SEA BARGE YACHT CENTER, according to the Plat thereof, as recorded in Plat Book 38, Page 27, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of said Lot 1; thence run North 88°29'09" East, along the north line of said Lot 1 for a distance of 17.28 feet; thence run South 47°39'21. West, for a distance of 26.15 feet; thence run North 06°49'35" East, along the west line of said Lot 1 for a distance of 17.28 feet to the Point of Beginning.

Said lands situate in the City of Pompano Beach, Broward County, Florida and containing 300,444 square feet (6.90 net acres) more or less.

EXHIBIT B
CONDITION OF PROJECT IMPLEMENTATION

- 1) No building permit shall be issued until the Pompano Beach “In-Lieu Fee” for Affordable Housing is submitted.

Exhibit C

This instrument was prepared by:

Name: Graham Penn, Esq.

Address: Bercow Radell Fernandez & Larkin, PLLC
200 S. Biscayne Boulevard, Suite 850
Miami, FL 33131

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to an assemblage of land in Pompano Beach, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the submitted attorney's opinion, and

WHEREAS, the Property is the Amendment Site of Pompano Beach Land Use Plan Map Amendment Application 15-91000001; and

WHEREAS, the Owner has sought to change the designation of the Amendment Site from "Commercial," "Low-Medium (10) Density Residential," and "Medium-High Density Residential" to "Mixed-Use High."

NOW THEREFORE, in order to assure the City of Pompano Beach (the "City") that the representations made by the Owner during the consideration of the Application will be abided by the Owner, its successors and assigns, freely, voluntarily, and without duress, makes the following Declaration of Restrictions covering and running with the Property:

Development Limits. Any future master plan or zoning action for any mixed-use development of the Property will incorporate the following restrictions:

1. The residential development of the Property shall be limited to a maximum of 323 residential units. The residential intensity and uses shall further be defined as depicted on the attached Exhibit "B."
2. The maximum floor area of Commercial development (including, but not limited to, boat sales, offices, showrooms, and related uses) shall be limited to 510,000 square feet.

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3. Marina use (including boat storage, boat repair, and slips) shall be limited to a maximum of 75,000 square feet of buildings and 15 wet slips
4. The maximum floor area on the Property will be 650,000 square feet (including all uses, residential, commercial, and marina-related buildings) and may not, in aggregate, generate more than 1,377 PM peak hour external vehicle trips.
5. Subject to City approval, the Owner shall set aside the portion of the Property north of NE 16 Street for public park purposes. The design of the park and terms of the dedication shall be determined through the rezoning process. In the event that the City does not accept the proffered dedication, the parcel shall be incorporated as parking for the proposed development.
6. Marina Uses will be retained on the south side of the waterway as depicted in the Exhibit "B". These uses shall include the existing dry storage building. Redevelopment of the parcel for other significant marine service or storage use may be approved by the City provided the proposed redevelopment complies with Comprehensive Plan Policies 10.03.02 and 10.03.03 (which are Coastal Zone Management Element policies related to maintaining marine and water-dependent uses on the waterfront). No residential development will occur on the south parcel.
7. The MUR land use category allows both vertical and horizontal mixed use. To ensure some of the property is developed as vertical mixed use, at least 10,000 square feet of commercial space will be vertically integrated with multi-family residential uses in the mixed-use development plan for the Property. The mixed-use development will meet the City's definition and thresholds in the mixed-use development (MUR) land use category.
8. The design of any redevelopment on the Property will incorporate one or more visual and/or pedestrian connections between Federal Highway and the waterway. Any such connection will be designed not to unduly interfere with existing water-based uses, such as boat storage and repair.
9. Any portion of a residential building on the Property that is located within fifty (50) feet of residential uses or zoning existing as of the date of this Declaration will be

(Space reserved for Clerk)

limited in height to three (3) stories or thirty-five (35) feet. Outside of these areas, height of any development will be subject to the relevant airport height controls.

10. The design of any redevelopment on the Property will incorporate the relevant Design Guidelines set forth in the MUR Land Use Category in Section 3.02(Q)(2) of the Pompano Beach Comprehensive Plan's Land Use Element. The following elements shall be included in any redevelopment:

- a. Buildings will have minimal setbacks and directly address surrounding streets in order to delineate streetwalls.
- b. All new buildings abutting Federal Highway will have their primary frontage on that right of way and will include elements to create an interesting experience for pedestrian activity, including transparent glazing, architectural features or both on the first floor of a building fronting toward the street, wider sidewalks, and street furniture.
- c. Buildings shall be designed and oriented to encourage pedestrian activity along Federal Highway and NE 23 Avenue.
- d. Pedestrian access points shall be provided across NE 15 Street, NE 16 Street, and NE 23 Avenue in a manner to encourage access to and from the development. Subject to the appropriate governmental approvals, the Applicant will integrate traffic calming solutions on NE 23 Avenue.
- e. Short term and long-term bicycle parking will be provided.
- f. Dumpsters and loading areas shall be located away from existing residential property to greatest extent possible.
- g. Subject to the appropriate governmental approvals, transit amenities, such as an enhanced bus stop and City water taxi stop, shall be provided.

Hurricane Evacuation Plan. The Owner will create a hurricane evacuation plan for the residential and marina use of the Property at the time of site plan approval.

Airpark Issues. The Owner will submit the required Airspace Study Checklist to the Federal Aviation Administration ("FAA") prior to construction activity and will obtain an Air

(Space reserved for Clerk)

Park Obstruction Permit, if required. The Owner will also provide written notification of the proximity of the Airpark in any leases or deeds for residential units to ensure that eventual residents are aware of potential noise impacts.

Local Workforce Hiring. The Owner shall use all commercially reasonable efforts to (i) utilize the local business community as well as the local workforce in the development of the Property; (ii) recruit and retain qualified community based small businesses; (iii) hire and ensure the retention of qualified employees regardless of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status or sexual orientation, and (iv) achieve an aspirational goal of awarding at least 10% of the construction contracts (based on the total construction costs of the project) to minority businesses to the extent permitted by law. The Owner agrees to hire a consulting firm with expertise in this area to manage and assist with the development and administration of the ongoing programming, as a good a faith effort to guarantee its overall success.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Broward County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of the City and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the City.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of the fee simple title to all of the Property, provided that the same is also approved by the City Commission. Any such modification or release shall be subject to the provisions governing amendments to Comprehensive Plans, as set forth in Chapter 163, Part II, Florida Statutes or successor legislation that may, from time to time, govern

(Space reserved for Clerk)

amendments to Comprehensive Plans (hereinafter “Chapter 163”). Should this Declaration be so modified, amended, or released, the Director of the Development Services Department or the executive officer of a successor department, or, in the absence of such Director or executive officer, by his or her assistant in charge of the office in his/her office, shall execute a written instrument effectuating and acknowledging such modification, amendment, or release.

Enforcement. Enforcement of the covenants contained herein, shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for City to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the City is hereby authorized to withhold any further permits and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with and any violations issued accordingly.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions that shall remain in full force and effect. However, if any material portion is invalidated, the City shall be entitled to revoke any approval predicated upon the invalidated portion

Recordation and Effective Date. This Declaration shall be filed of record in the public records of Broward County, Florida at the cost of the Owner following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the Application, in its entirety, then this Declaration shall be null and void

(Space reserved for Clerk)

and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Development Services Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

Acceptance of Declaration. The Owner acknowledges that acceptance of this Declaration does not obligate the City in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the City Commission retains its full power and authority to deny each such application in whole or in part and decline to accept any conveyance.

Owner. The term Owner shall include all heirs, assigns, and successors in interest.

[Execution Pages Follow]

(Space reserved for Clerk)

ACKNOWLEDGEMENT BY LIMITED LIABILITY COMPANY

Signed, witnessed, executed and acknowledged on this 31st day of May 2018.

IN WITNESS WHEREOF AMP IV - Hidden Harbour, LLC has caused these presents to be signed in its name by its proper officials.

Witnesses:

Catherine Averill

Signature

Catherine Averill

Print Name

[Signature]

Signature

MARIA FUNDORA-MACIAS

Print Name

AMP IV - Hidden Harbour, LLC

Address:

2890 NE 187 Street
Aventura, FL 33180

By [Signature]

Print Name: Andrew S. Sturner

Title: Authorized Person

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Andrew S. Sturner of AMP IV – Hidden Harbour, LLC, a Florida Limited Liability Company. He/she is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 31 day of

May

2018

, in the County and State aforesaid.



Carol Escalante

COMMISSION #FF246699
EXPIRES: October 17, 2019

WWW.AARONNOTARY.COM

[Signature]

Signature

Notary Public-State of Florida

Carol Escalante

Print Name

My Commission Expires:

**JOINDER BY MORTGAGEE
CORPORATION**

The undersigned BankUnited, N.A., as Mortgagee under that certain Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from AMP IV - Hidden Harbour, LLC dated October 11, 2012 and recorded in Official Records Book 49155, Page 1398 of the Public Records of Broward County, Florida as modified by that certain Future Advance and Mortgage Modification Agreement dated June 23, 2016, and recorded as Instrument Number 113815463 in the Public Records of Broward County, Florida, as further modified by that certain Second Future Advance and Mortgage Modification Agreement dated December 28, 2017, and recorded as Instrument Number 114803875 in the Public Records of Broward County, Florida, covering all of the property described in the Declaration of Restrictions, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title. Nothing contained herein shall be construed to render BankUnited, N.A., or its successors or assigns responsible or liable for the performance of any of the covenants or undertakings of the Declaration of Restrictions. None of the representations contained in the Declaration of Restrictions shall be deemed to have been made by the BankUnited, N.A.

IN WITNESS WHEREOF, these presents have been executed this 25 day of June, 2018.

Witnesses:

[Signature]
Signature
MARCO LIGERON
Print Name
[Signature]
Signature
Gina Deusser
Print Name

BankUnited, N.A.

By: [Signature]
Richard Thill, Senior Vice President

Address
7765 NW 148th Street
Miami Lakes, Florida 33016

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by Richard Thill, a Senior Vice President of BankUnited, N.A., on behalf of the corporation. He is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 25 day of June, 2018, in the County and State aforesaid.

Notary Public-State of Florida

[Signature]
Print Name
My Commission Expires:

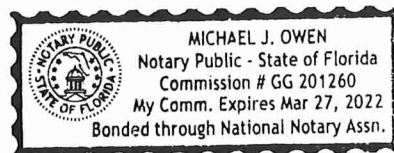


EXHIBIT A

NET LAND

(PARCEL 1—comprised of the following parcels designated as Parcels 1A-1F)

(PARCEL 1 A)

All of Parcel "A" of JERICHO BOATS ENTERPRISES, according to the Plat thereof, recorded in Plat book 146, Page 3 of the Public Records of Broward County, Florida

(PARCEL 1 B)

Lots 1 and 2. Block 2. SEA BARGE YACRT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broad County, Florida. LESS a portion of Lot 1, more particularly described as follows: BEGIN at the Northwest corner of said Lot 1; thence run North 88°29'09" East, along the north line of said Lot 1 for a distance of 17.28 feet; thence run South 47°39'21" West. for a distance of 26.15 feet; thence run North 06°49'35" East along the west line of said Lot 1 for a distance 17.28 feet to the Point of Beginning. PLUS the South 1/2 of the vacated N.E. 15th Street, lying north of Lot 1, Block 2, SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida.

(PARCEL 1 C)

All of Block 3, LESS the south 265.00 feet thereof, SEA BARGE YACHT CENTER, according to the Plot thereof as recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida. Plus the South ½ of the vacated N.E. 15 Street, lying North of Block 3, SEA BARGE YACHT CENTER, according to the Plat thereof as recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida.

(PARCEL 1 D)

Lots 1, 2, 6, 7 and 8, in Block 1 and all of Tracts "A", "B", "C. and "D" of SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida.

LESS that portion of Lot 8, Block 1 of SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida, in Section 30, Township 48 South, Range 43 East, being more particularly described as follows: COMMENCING at the Southeast (SE) corner of said Lot 8; thence run South 88°29'09" West along the South line of said Lot 8, for a distance of 117.71 feet to the POINT OF BEGINNING; thence continue to run South 88°29'09" West a distance of 13.00 feet to the Southwest (SW) corner of said Lot 8; thence run North 06°49'35" East along the west line of said Lot 8, a distance of 13.00 feet; thence run South 42°20'38" East, a distance of 17.00 feet to the POINT OF BEGINNING. PLUS the north 1/2 of the vacated N.E. 15th Street. lying south of Lot 8. Block 1 of SEA BARGE YACHT CENTER. according to the Plat thereof, recorded

in Flat Book 38, Page 27 of the Public Records of Broward County, Florida. PLUS the North ½ of the vacated N.E. 15 Street, lying South of Tract "D" of SEA BARGE YACHT CENTER, according to the Plat thereof as recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida.

(PARCEL 1 E)

That portion of the SEA BARGE YACHT BASIN as shown on the Plat of SEA BARGE YACHT CENTER, as recorded in Plat Book 38, Page 27, of the Public Records of Broward County, Florida. described as follows:

That property lying west of the east line of the West Three Quarters (W 3/4) of the Northwest One—Quarter (NW 1/4) of the Southwest One—Quarter (SW 1/4) of Section 30, Township 48 South, Range 43 East and bounded on the south by the northerly boundary of Tract "D" of said SEA BARGE YACHT CENTER, according to the Plat thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida, bounded on the west by the easterly boundary of Tract "C" of said SEA BARGE YACHT CENTER and bounded on the north by the southerly boundary of Tract "B" of said SEA BARGE YACHT CENTER. Together with that portion of said Sea Barge Yacht Basin described as follows: That portion of Lots 30 and 31 of CALIBAN, according to the Plat Thereof, recorded in Plat Book 27, Page 12 of the Public Records of Broward County, Florida, as bounded on the north by the southern boundary of Tract "B", SEA BARGE YACHT CENTER, according to the Plot thereof, recorded in Plat Book 38, Page 27 of the Public Records of Broward County, Florida, bounded on the west by the east line of the West Three-Quarters (W 3/4) of the Northwest One-Quarter (NW 1/4) of the Southwest One-Quarter (SW 1/4) of said Section 30, bounded on the east by a line 10.00 feet west of and parallel to the east line of said Tract "B" of said SEA BARGE YACRT CENTER.

(PARCEL 1F)

Lot 4 of CALIBAN, according to the Plat thereof as recorded in Plat Book 27, at Page 12 of the Public Records of Broward County, Florida.

(PARCEL 2)

Lots 3, 4 and 5, Block 1, of SEA BARGE YACHT CENTER, according to the Plat thereof, as recorded in Plat Book 38, Page 27, of the Public Records of Broward County, Florida.

(PARCEL 3)

A portion of the Caliban Yacht Basin, CALIBAN, according to the plat thereof as recorded in Plat Book 27, Page 12, of the Public Records of Broward County, Florida lying North of and adjacent to Parcel "A", JERICHO BOATS ENTERPRISES, according to the plat thereof as recorded in Plat Book 146, Page 3, of the Public Records of Broward County, Florida and being more fully described as follows:

BEGINNING at the Northeast corner of said Parcel "A", JERICHO BOATS ENTERPRISES; thence South 88°14'47" West on the North line of said Parcel "A" also on the South line of Caliban Yacht Basin, a distance of 327.60 feet to the Northwest corner of said Parcel "A", JERICHO BOATS ENTERPRISES; thence North 00°57'15" West, on the Northerly extension of the west line of said Parcel "A", JERICHO BOATS ENTERPRISES, a distance of 15.00 feet; thence North 88°14'47" East on a line 15.00 feet North of and parallel with the North Line of said Parcel "A", JERICHO BOATS ENTERPRISES, a distance of 327.60 feet; thence South 00°57'23" East, a distance of 15.00 feet to the POINT OF BEGINNING.

(PARCEL 4)

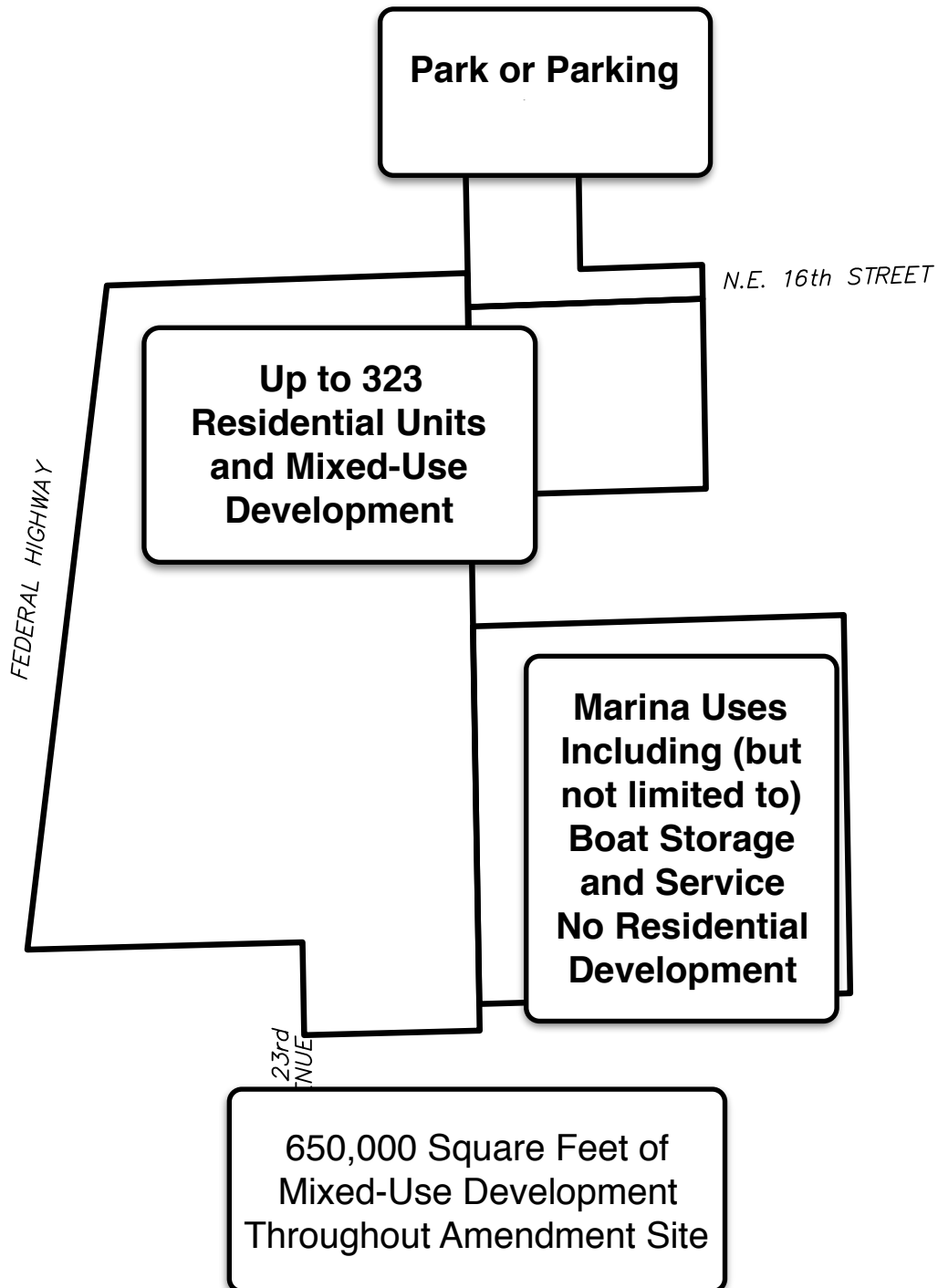
A portion of Lot 1, Block 2, SEA BARGE YACHT CENTER, according to the Plat thereof, as recorded in Plat Book 38, Page 27, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of said Lot 1; thence run North 88°29'09" East, along the north line of said Lot 1 for a distance of 17.28 feet; thence run South 47°39'21. West, for a distance of 26.15 feet; thence run North 06°49'35" East, along the west line of said Lot 1 for a distance of 17.28 feet to the Point of Beginning.

Said lands situate in the City of Pompano Beach, Broward County, Florida and containing 300,444 square feet (6.90 net acres) more or less.

FUTURE LAND USE EXHIBIT
HIDDEN HARBOUR MARINA
 2315 NE 23RD AVE
 POMPANO BEACH, BROWARD COUNTY, FLORIDA

Exhibit B



REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
 50 S.W. 2nd AVENUE, SUITE 102
 BOCA RATON, FLORIDA 33432
 TEL. (561) 392-2594, FAX (561) 394-7125
www.AVIROMSURVEY.com

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JOB #:	7184-21
SCALE:	1" = 150'
DATE:	10/08/2015
BY:	
CHECKED:	
F.B. --- PG. --	
SHEET:	1 OF 1