

**SEVENTH AMENDMENT TO  
AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

**THIS SEVENTH AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT (“Seventh Amendment”)** is dated as of \_\_\_\_\_ and is between the **CITY OF POMPANO BEACH, FLORIDA**, a Florida municipal corporation (“City”) and **POMPANO PIER ASSOCIATES, LLC**, a Florida limited liability company (“Developer”).

**RECITALS:**

City and Developer have entered into an Amended and Restated Development Agreement dated July 28, 2014; a First Amendment to Amended and Restated Development Agreement dated March 27, 2015; a Second Amendment to Amended and Restated Development Agreement dated April 15, 2016; a Third Amendment to Amended and Restated Development Agreement dated November 3, 2017; a Fourth Amendment to Amended and Restated Development Agreement dated October 29, 2018; a Fifth Amendment to Amended and Restated Development Agreement dated September 19, 2019; and a Sixth Amendment to Amended and Restated Development Agreement dated November 16, 2020 (collectively, “**Agreement**”), for the development, leasing and operation of approximately 6.125 acres of oceanfront property located on Pompano Beach Boulevard (“Property”).

All terms used in this Seventh Amendment which are defined in the Agreement will have the meanings set forth in the Agreement.

The City has leased Parcel C1 to PPA-C1, LLC (“**Parcel C1 Tenant**”), an affiliate of the Developer, pursuant to the Parcel Ground Lease for Parcel C1 dated February 15, 2017 (the “**Parcel C1 Ground Lease**”).

The City has leased Parcel C2 to PPA-C2, LLC (“**Parcel C2 Tenant**”), an affiliate of the Developer, pursuant to the Parcel Ground Lease for Parcel C2 dated April 17, 2017 (the “**Parcel C2 Ground Lease**”).

The Existing Concession Building is located on Parcel E. The City has leased Parcel E to PPA-E, LLC (“**Parcel E Tenant**”), an affiliate of the Developer, pursuant to the Parcel Ground Lease for Parcel E dated March 15, 2015, amended on April 15, 2016, November 3, 2017, May 1, 2018, and November 16, 2020 (collectively, “**Parcel E Ground Lease**”).

The City has leased Parcel R1 to PPA-R1, LLC (“**Parcel R1 Tenant**”), an affiliate of the Developer, pursuant to the Parcel Ground Lease for Parcel R1 dated February 28, 2017 (the “**Parcel R1 Ground Lease**”).

The City has leased Parcel R2 to PPA-R2, LLC (“**Parcel R2 Tenant**”), an affiliate of the Developer, pursuant to the Parcel Ground Lease for Parcel R2 dated September 30, 2015, and amended on April 15, 2016 (collectively, “**Parcel R2 Ground Lease**”).

The City has leased Parcel R3 to PPA-R3, LLC (“**Parcel R3 Tenant**”), an affiliate of the Developer, pursuant to the Parcel Ground Lease for Parcel R3 dated March 31, 2015, and amended on April 15, 2016 (collectively, “**Parcel R3 Ground Lease**”).

The City has leased Phase R4 to PPA-R4, LLC (“**Phase R4 Tenant**”), an affiliate of the Developer, pursuant to the Space Lease for Phase R4 dated April 15, 2016, and amended November 3, 2017 (collectively, “**Phase R4 Lease**”).

The City has leased Parcel R5 to PPA-R5, LLC (“**Parcel R5 Tenant**”), an affiliate of the Developer, pursuant to the Parcel Ground Lease for Parcel R5 dated November 6, 2018 (the “**Parcel R5 Ground Lease**”).

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**AGREEMENT:**

1. **Parcel E Restrooms.** Section 7.1.4 of the Development Agreement is amended to read as follows (added language is underlined, deleted language has a line through it):

7.1.4. **Parcel E Restrooms.** Prior to the completion of the Parcel E Improvements, the Parcel E Tenant will construct the following restrooms at its own expense in accordance with the development and construction requirements of the Parcel E Ground Lease:

(a) Public Restrooms. The Parcel E Tenant shall construct new public restrooms (“Public Restrooms”) either attached to or adjacent to the Existing Concession Building. The Public Restrooms will be sufficient in size to serve both the Parcel E Tenant’s patrons and the general public. The exact location of the Public Restrooms must be acceptable to the City. The Parcel E Tenant will be responsible for the operation, maintenance, and repair of the Public Restrooms and for the utility charges for the Public Restrooms. The City will reimburse the Parcel E Tenant for 50% of the operating, maintenance, repair, and utility costs for the Public Restrooms.. The Parcel E Tenant or designee will bill the City ~~for its share of the~~ monthly a set amount based on the previous year’s operating, maintenance, repair, and utility costs including but not limited to janitorial services (restrooms shall be at least cleaned once a day, seven days a week), bathroom supplies (soap, toilet paper, paper towels, trash bags), water, and electricity, on a monthly basis and the City will pay the billed costs within 30 days after receipt of the invoice. At the end of the fiscal year (September 30), the Parcel E Tenant or designee shall provide and ~~copies of supporting documentation (cleaning charges, utility bills, etc.) and the City shall review the supporting documentation to determine the true-up to adjust for any difference between the amount paid by the City and the City’s share of the actual operating, maintenance, repair, and utility costs during the year. True-up credits to either the City or the Parcel E Tenant or designee shall be paid within 45 days of issuance.~~

2. **Valet Spaces and Services.** Section 23 of the Development Agreement is amended to read as follows (added language is underlined, deleted language has a line through it):

23. **Valet Spaces and Services.**

23.1. **Garage Valet Spaces.** City agrees that 100 spaces on the Parking Garage ground floor will be reserved and operated by the City or its designee as valet parking spaces (“Garage Valet Spaces”). City will control the parking rates for the Garage Valet Spaces and will receive all revenues from the Garage Valet Spaces. City may lease these spaces to a City approved valet operator (the Valet Operator) at valet rates established in the City’s Parking Ordinance, as amended from time to time and the Valet Operator will keep revenues derived from the valet operations.

23.2. **Valet Service.** City will provide valet parking service, including pick-up and drop-off queueing stations, at locations on Pompano Beach Boulevard in close proximity to Parcels R1, R2, and R3, at no cost to the Developer.

23.3 **Developer’s Valet Service Option.** The developer or developer’s subtenant may have the option to contract directly with the Valet Operator described in 23.1 above and provide valet parking service, provided that the developer or developer’s subtenant is responsible for all costs for such service. The developer or developer’s subtenant shall not have the right to contract with a valet parking service other than the Valet Operator.

3. **City’s Maintenance Obligation.** Section 31.2 of the Development Agreement is amended to read as follows (added language is underlined, deleted language has a line through it):

31.2. **City’s Maintenance Obligation.** City agrees to maintain the Pier Structure, Access Control Structure, ~~the Parcel E restrooms~~, and all surface and garage parking areas in good, clean, and safe condition and repair, reasonable wear and tear excepted.

4. **Amendment of Parcel Ground Leases and Phase R4 Lease.** The Parcel E, R1, R2, R3, R5, C1, C2, and Phase R4 Tenants are joining in this Seventh Amendment to confirm that the amendments to the Agreement in Paragraphs 1, 2, and 3 above are incorporated into each of the respective Leases, as well.

5. **Ratification of Agreement.** The Agreement, as amended by this Seventh Amendment, remains in full force and effect on the date hereof.

The parties have executed this Seventh Amendment on the dates set forth below their respective signatures.

**CITY:**

**CITY OF POMPANO BEACH, FLORIDA**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON,  
CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

Witnesses:

[Signature]

Print name: Rhonda Brami

[Signature]

Print name: NICHOLAS BIEBER

**DEVELOPER:**

**POMPAÑO PIER ASSOCIATES, LLC**, a Florida limited liability company

By: [Signature]  
RICHARD CASTER, Manager

Date: Nov 4 2021

STATE OF FLORIDA  
COUNTY OF BROWARD

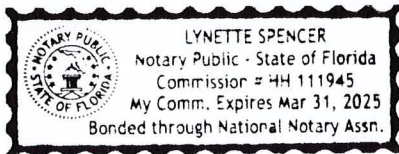
The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization on Nov 4<sup>th</sup>, 2021, by RICHARD CASTER, as Manager of Pompano Pier Associates, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Lynette Spencer  
NOTARY PUBLIC, STATE OF FLORIDA

Lynette Spencer  
(Name of Notary Typed, Printed or Stamped)

HH 111945  
Commission Number

NOTARY'S SEAL



**JOINDER OF PARCEL E TENANT**

PPA-E, LLC, a Florida limited liability company ("Parcel E Tenant"), as the tenant of Parcel E pursuant to the Parcel Ground Lease for Parcel E dated March 31, 2015, and amended on April 15, 2016; November 3, 2017; May 3, 2018; and November 16, 2020, joins in this Seventh Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Seventh Amendment which may affect the rights or obligations of the Parcel E Tenant under the Parcel E Ground Lease.

Witnesses:

[Signature]

Print name: Rhonda Brami

[Signature]

Print name: Nicholas Bieber

**PARCEL E TENANT:**

PPA-E, LLC, a Florida limited liability company

By: [Signature]  
RICHARD CASTER, Manager

Date: Nov 4 2021

STATE OF FLORIDA  
COUNTY OF BROWARD

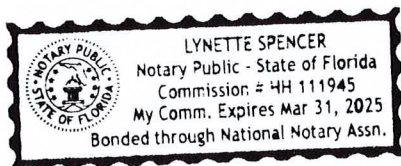
The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization on Nov 4<sup>th</sup>, 2021, by RICHARD CASTER, as Manager of PPA-E, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Lynette Spencer  
(Name of Notary Typed, Printed or Stamped)

## 111945  
Commission Number

NOTARY'S SEAL



*Tenant Signature Page to Seventh Amendment*

**JOINDER OF PHASE R4 TENANT**

PPA-R4, LLC, a Florida limited liability company ("Phase R4 Tenant"), as the tenant of Phase R4 pursuant to the Space Lease for Phase R4 dated April 15, 2016, and amended November 3, 2017, joins in this Seventh Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Seventh Amendment which may affect the rights or obligations of the Phase R4 Tenant under the Phase R4 Space Lease.

Witnesses:

Rhonda Brami

Print name: Rhonda Brami

Nicholas Bieber

Print name: NICHOLAS BIEBER

**PHASE R4 TENANT:**

PPA-R4, LLC, a Florida limited liability company

By: Richard Caster  
RICHARD CASTER, Manager

Date: Nov 4 2021

STATE OF FLORIDA  
COUNTY OF BROWARD

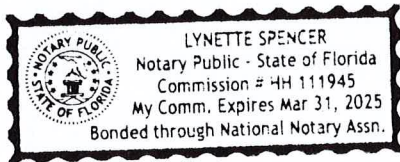
The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization on Nov 4<sup>th</sup>, 2021, by RICHARD CASTER, as Manager of PPA-R4, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Lynette Spencer  
NOTARY PUBLIC, STATE OF FLORIDA

Lynette Spencer  
(Name of Notary Typed, Printed or Stamped)

HH 111 945  
Commission Number

NOTARY'S SEAL



*Tenant Signature Page to Seventh Amendment*

**JOINDER OF PARCEL R1 TENANT**

PPA-R1, LLC, a Florida limited liability company ("Parcel R1 Tenant"), as the tenant of Parcel R1 pursuant to the Parcel Ground Lease for Parcel R1 dated February 28, 2017, joins in this Seventh Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Seventh Amendment which may affect the rights or obligations of the Parcel R1 Tenant under the Parcel R1 Ground Lease.

Witnesses:

Rhonda Brami

Print name: Rhonda Brami

Nicholas Bleber

Print name: NICHOLAS BLEBER

**PARCEL R1 TENANT:**

PPA-R1, LLC, a Florida limited liability company

By: Richard Caster  
RICHARD CASTER, Manager

Date: Nov 4 2021

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization on Nov 4<sup>th</sup>, 2021, by RICHARD CASTER, as Manager of PPA-R1, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Lynette Spencer  
NOTARY PUBLIC, STATE OF FLORIDA

Lynette Spencer  
(Name of Notary Typed, Printed or Stamped)

HH 111945  
Commission Number

NOTARY'S SEAL



*Tenant Signature Page to Seventh Amendment*



**JOINDER OF PARCEL R2 TENANT**

PPA-R2, LLC, a Florida limited liability company (“Parcel R2 Tenant”), as the tenant of Parcel R2 pursuant to the Parcel Ground Lease for Parcel R2 dated September 30, 2015, and amended on April 15, 2016, joins in this Seventh Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Seventh Amendment which may affect the rights or obligations of the Parcel R2 Tenant under the Parcel R2 Ground Lease.

Witnesses:

Rhonda Brami

Print name: Rhonda Brami

Nicholas Geber

Print name: NICHOLAS GEBER

**PARCEL R2 TENANT:**

PPA-R2, LLC, a Florida limited liability company

By: Richard Caster  
RICHARD CASTER, Manager

Date: Nov 4 2021

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization on NOV 4<sup>th</sup>, 2021, by RICHARD CASTER, as Manager of PPA-R2, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Lynette Spencer  
NOTARY PUBLIC, STATE OF FLORIDA

Lynette Spencer  
(Name of Notary Typed, Printed or Stamped)

HH 11195  
Commission Number

NOTARY’S SEAL



*Tenant Signature Page to Seventh Amendment*

**JOINDER OF PARCEL R3 TENANT**

PPA-R3, LLC, a Florida limited liability company ("Parcel R3 Tenant"), as the tenant of Parcel R3 pursuant to the Parcel Ground Lease for Parcel R3 dated March 31, 2015, and amended on April 15, 2016, joins in this Seventh Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Seventh Amendment which may affect the rights or obligations of the Parcel R3 Tenant under the Parcel R3 Ground Lease.

Witnesses:

Rhonda Brami

Print name: Rhonda Brami

Nicholas Bieber

Print name: NICHOLAS BIEBER

**PARCEL R3 TENANT:**

PPA-R3, LLC, a Florida limited liability company

By: Richard Caster  
RICHARD CASTER, Manager

Date: Nov 4 2021

STATE OF FLORIDA  
COUNTY OF BROWARD

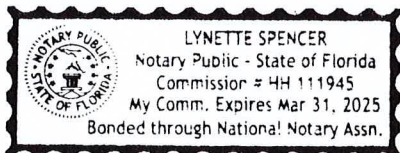
The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization on NOV 4<sup>th</sup>, 2021, by RICHARD CASTER, as Manager of PPA-R3, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Lynette Spencer  
NOTARY PUBLIC, STATE OF FLORIDA

Lynette Spencer  
(Name of Notary Typed, Printed or Stamped)

HH 111945  
Commission Number

NOTARY'S SEAL



*Tenant Signature Page to Seventh Amendment*

**JOINDER OF PARCEL R5 TENANT**

PPA-R5, LLC, a Florida limited liability company ("Parcel R5 Tenant"), as the tenant of Parcel R5 pursuant to the Parcel Ground Lease for Parcel R5 dated November 6, 2018, joins in this Seventh Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Seventh Amendment which may affect the rights or obligations of the Parcel R5 Tenant under the Parcel R5 Ground Lease.

Witnesses:

[Signature]

Print name: Rhonda K Brami

[Signature]

Print name: Nicholas Biorso

**PARCEL R1 TENANT:**

PPA-R5, LLC, a Florida limited liability company

By: [Signature]  
RICHARD CASTER, Manager

Date: Nov 4 2021

STATE OF FLORIDA  
COUNTY OF BROWARD

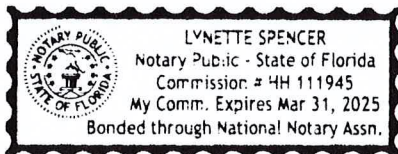
The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization on Nov 4<sup>th</sup>, 2021, by RICHARD CASTER, as Manager of PPA-R5, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Lynette Spencer  
NOTARY PUBLIC, STATE OF FLORIDA

Lynette Spencer  
(Name of Notary Typed, Printed or Stamped)

HH 111945  
Commission Number

NOTARY'S SEAL



*Tenant Signature Page to Seventh Amendment*

**JOINDER OF PARCEL C1 TENANT**

PPA-C1, LLC, a Florida limited liability company ("Parcel C1 Tenant"), as the tenant of Parcel C1 pursuant to the Parcel Ground Lease for Parcel C1 dated February 15, 2017, joins in this Seventh Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Seventh Amendment which may affect the rights or obligations of the Parcel C1 Tenant under the Parcel C1 Ground Lease.

Witnesses:

Shonda K Brami

Print name: Shonda K Brami

Nicholas Beber

Print name: Nicholas Beber

**PARCEL C1 TENANT:**

PPA-C1, LLC, a Florida limited liability company

By: Richard Caster  
RICHARD CASTER, Manager

Date: Nov 4 2021

STATE OF FLORIDA  
COUNTY OF BROWARD

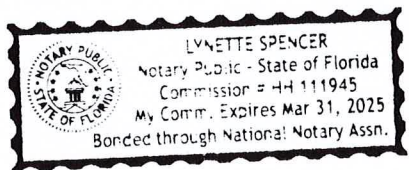
The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_ online notarization on Nov 4<sup>th</sup>, 2021, by RICHARD CASTER, as Manager of PPA-C1, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Lynette Spencer  
NOTARY PUBLIC, STATE OF FLORIDA

Lynette Spencer  
(Name of Notary Typed, Printed or Stamped)

HH 111945  
Commission Number

NOTARY'S SEAL



*Tenant Signature Page to Seventh Amendment*

**JOINDER OF PARCEL C2 TENANT**

PPA-C2, LLC, a Florida limited liability company ("Parcel C2 Tenant"), as the tenant of Parcel C2 pursuant to the Parcel Ground Lease for Parcel C2 dated April 17, 2017, joins in this Seventh Amendment to Amended and Restated Development Agreement to acknowledge its consent to the terms and conditions of the Seventh Amendment which may affect the rights or obligations of the Parcel C2 Tenant under the Parcel C2 Ground Lease.

Witnesses:

**PARCEL C2 TENANT:**

Rhonda K Brami

PPA-C2, LLC, a Florida limited liability company

Print name: Rhonda K Brami

By: Richard Caster  
RICHARD CASTER, Manager

Nicholas Bieber

Date: Nov 4 2021

STATE OF FLORIDA  
COUNTY OF BROWARD

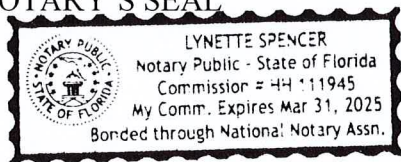
The foregoing instrument was acknowledged before me by means of X physical presence or \_\_\_\_\_ online notarization on Nov 4<sup>th</sup>, 2021, by RICHARD CASTER, as Manager of PPA-C2, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Lynette Spencer  
NOTARY PUBLIC, STATE OF FLORIDA

Lynette Spencer  
(Name of Notary Typed, Printed or Stamped)

HH 111945  
Commission Number

NOTARY'S SEAL



*Tenant Signature Page to Seventh Amendment*

**FIFTH AMENDMENT TO PARCEL E GROUND LEASE  
(Clarification of Legal Description)**

**THIS FIFTH AMENDMENT TO PARCEL E GROUND LEASE** (“**Fifth Amendment**”) is dated as of \_\_\_\_\_ 2021, and is between the **CITY OF POMPANO BEACH, FLORIDA**, a Florida municipal corporation (“**City**”), whose address is 100 West Atlantic Boulevard, 4<sup>th</sup> Floor, Pompano Beach, Florida 33060, Attn: City Manager, and **PPA-E, LLC**, a Florida limited liability company, (“**Tenant**”) whose address is 200 Congress Park Drive, Suite 201, Delray Beach, FL 33445.

**RECITALS**

City and Tenant have entered into a Parcel Ground Lease for Parcel E dated March 31, 2015 for the lease to Tenant of Parcel E described in the Lease (“**Original Lease.**”)

The Original Lease was amended by a First Amendment to Parcel E Ground Lease dated as of April 15, 2016 (“**First Amendment**”), a Second Amendment to Parcel E Ground Lease dated as of November 3, 2017 (“**Second Amendment**”), a Third Amendment to Parcel E Ground Lease dated May 1, 2018 (“**Third Amendment**”), and a Fourth Amendment to Parcel E Ground Lease dated November 10, 2020. The Original Lease, the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment are collectively the “**Parcel E Lease.**”

**AGREEMENT**

For Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, City and Tenant agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct, and are made a part of this Fifth Amendment.
2. The **Exhibit B Legal Description of Parcel E** is replaced by the **Legal Description of Parcel E** attached to this Fifth Amendment as **Exhibit A.**
3. **Ratification of Parcel E Lease.** The Parcel E Lease, as amended by this Fifth Amendment, remains in full force and effect on the date hereof.

City and Tenant have signed this Fifth Amendment to Parcel E Ground Lease on the dates set forth below their respective signatures

Witnesses:

**CITY:**

**CITY OF POMPANO BEACH, FLORIDA**

By: \_\_\_\_\_  
REX HARDIN, MAYOR

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON,  
CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

TENANT:

PPA- E, LLC, a Florida limited liability company

Witnesses:

Signature: [Handwritten Signature]

Print Name: Monica T. Bram

Signature: [Handwritten Signature]

Print Name: Nicholas Bieber

By: [Handwritten Signature]  
Richard Caster, Manager

Date: Nov 4 2021

STATE OF FLORIDA  
COUNTY OF BROWARD

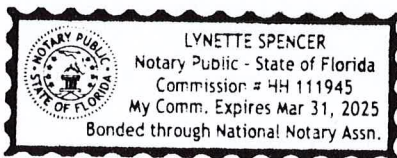
The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_ online notarization on NOV 4<sup>th</sup>, by RICHARD CASTER, as Manager of PPA-E, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

[Handwritten Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Lynette Spencer  
(Name of Notary Typed, Printed or Stamped)

HH 111945  
Commission Number

NOTARY'S SEAL





**Exhibit A**

Legal Description of Parcel E

(see next page)

## DESCRIPTION

THAT PORTION OF LOTS 4 AND 5, BLOCK 7, POMPANO BEACH, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 93, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 7;

THENCE NORTH 09°09'21" EAST ALONG THE WEST LINE OF SAID BLOCK 7, A DISTANCE OF 18.39 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 09°09'21" EAST ALONG SAID WEST LINE, A DISTANCE OF 151.77 FEET;

THENCE SOUTH 80°50'39" EAST, A DISTANCE OF 122.97 FEET;

THENCE SOUTH 09°12'59" WEST, A DISTANCE OF 81.87 FEET TO THE POINT CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 44.50 FEET AND A CENTRAL ANGLE OF 49°50'40";

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.71 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 26.00 FEET AND A CENTRAL ANGLE OF 37°23'16";

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 16.97 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 80°17'58";

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 14.01 FEET TO A POINT OF TANGENCY;

THENCE NORTH 78°01'39" WEST, A DISTANCE OF 11.94 FEET;

THENCE NORTH 74°53'29" WEST, A DISTANCE OF 9.07 FEET;

THENCE NORTH 76°33'30" WEST, A DISTANCE OF 12.28 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 9.50 FEET, AND A CENTRAL ANGLE OF 42°19'30";

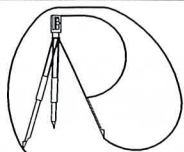
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 7.02 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIAL BEARING OF NORTH 23°42'57" EAST, A RADIUS OF 37.10 FEET AND A CENTRAL ANGLE OF 52°24'22";

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 33.93 FEET;

THENCE NORTH 38°46'54" WEST ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 0.93 FEET TO A POINT ON THE ARC OF SAID CURVE, BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 25.90 FEET AND A CENTRAL ANGLE OF 39°55'04";

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 18.04 FEET TO THE POINT OF BEGINNING.

LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA.  
CONTAINING 16,406 SQUARE FEET, MORE OR LESS.



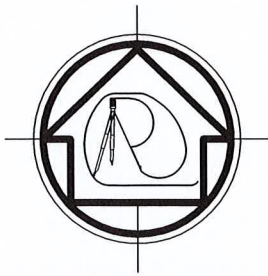
**RICHARD H. SMITH, INC.**  
SURVEYING AND MAPPING  
FLORIDA LICENSE NUMBER LB 7667  
rsmithsurvey@bellsouth.net  
6748 LAS COLINAS STREET  
LAKE WORTH, FL 33463  
(561) 536-8191

POMPANO BEACH FISHING VILLAGE  
LEASE PARCEL E

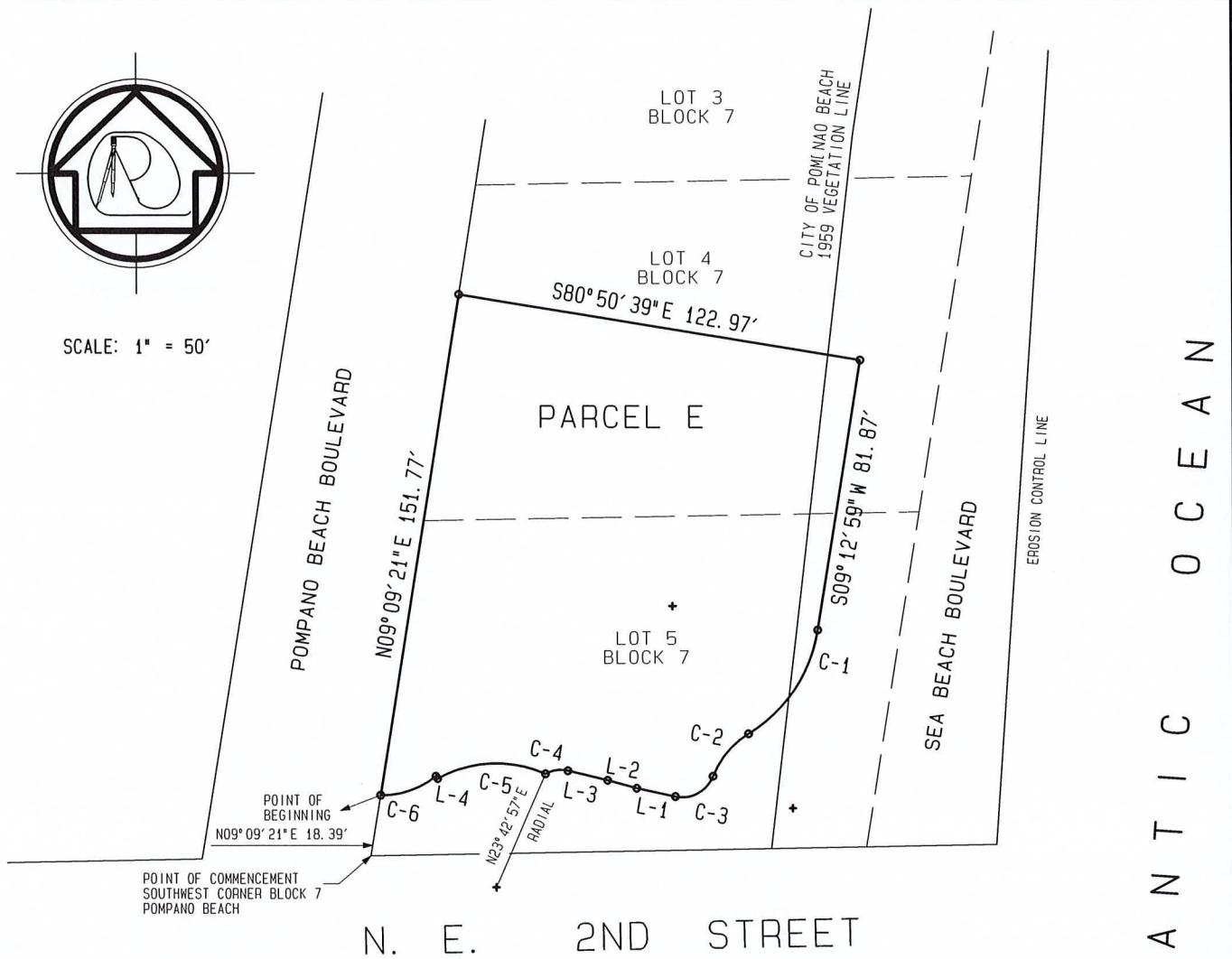
PROJECT NUMBER: 3100

CAD 3100D1

SHEET 1 OF 2



SCALE: 1" = 50'



ATLANTIC OCEAN

C-1	R=44.50'	Δ=49°50'40"	A=38.71'
C-2	R=26.00'	Δ=37°23'16"	A=16.97'
C-3	R=10.00'	Δ=80°17'58"	A=14.01'
L-1	N78°01'39"W 11.94'		
L-2	N74°53'29"W 9.07'		
L-3	N76°33'30"W 12.28'		
C-4	R=9.50'	Δ=42°19'30"	A=7.02'
C-5	R=37.10'	Δ=52°24'22"	A=33.93'
L-4	N38°46'54"W 0.93' (RADIAL)		
C-6	R=25.90'	Δ=39°55'04"	A=18.04'

**SURVEYOR'S NOTES**

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT AND NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SURVEYOR.

**SKETCH OF DESCRIPTION  
THIS IS NOT A SURVEY**

<b>SURVEYOR'S CERTIFICATE</b>				
I HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH WERE PREPARED UNDER MY DIRECTION AND MEET THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.				
RICHARD H. SMITH, PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA LICENSE NUMBER 5239				
<b>RICHARD H. SMITH, INC.</b> SURVEYING AND MAPPING FLORIDA LICENSE NUMBER LB 7667 rsmithsurvey@bellsouth.net 9211 CITRUS ISLE LANE LAKE WORTH, FL 33467 (561) 536-8191				
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SHEET 2 OF 2				