



File #: LN-525

PRIOR DEVELOPMENT REVIEW COMMITTEE Meeting Date: MARCH 4, 2026

OLD CASTLE SITE IMPROVEMENTS

Request: Minor Site Plan
P&Z# 23-12000032
Owner: Oldcastle APG South Inc
Project Location: 1200 NW 18th Street Folio
Number: 484227480010
Land Use Designation: I (Industrial)
Zoning District: I-1 (General Industrial)
Commission District: 4 (Beverly Perkins)
Agent: John Tice
Project Planner: Diego Guevara (954-786-4310 / diego.guevara@copbfl.com)

Summary:

The applicant is requesting a Minor Site Plan approval to remove the proposed and approved construction of a new vehicular access from Andrews Avenue to the property. The proposed driveway will not be constructed, (Same) and no pedestrian access will be provided. A new proposed pedestrian access walk has been added at the north side of the existing office building located at the northwest corner of the site. The additional landscaping will be added. Also, a new 18,400 sf. outdoor storage (as accessory use) has been removed, making unnecessary the relocation of 15 parking spaces to the north of the property. We have added back the outdoor storage area at the west side of the property and also added another paved storage area west of the connector driveway which exists as a paver driveway. We have also proposed modifications to the driveway to make it a minimum 24 foot wide, two way driveway from end to end.

The proposed modifications do not include any building addition or alteration. This remains true.

Staff Conditions:

PLANNING

Max Wemyss | max.wemyss@copbfl.com <mailto:max.wemyss@copbfl.com>

Status: Authorized with Conditions

- 1. Land use for this parcel is Industrial (I), and the proposed use is permitted in the land use category.
2. The city has sufficient capacity to accommodate the proposal.

ZONING

Diego Guevara | diego.guevara@copbfl.com

<mailto:diego.guevara@copbfl.com> Status:

Pending Resubmit



Provide a written response to all comments issued.

1. Provide an updated narrative describing the changes proposed. Describe what elements of the approved plans are modified or completely removed.
The summary notes in red above describes the differences from last DRC to current.
2. A unity of title or Cross Access Agreement must be provided.
See attached Cross access agreement. Instrument # 120770121.
3. Revise and coordinate all the proposed change in all plans and drawings. Architectural and Civil plans must match.
We have coordinated architectural, civil and Landscape plans to match.
4. Revise and update the Intensity and Dimensional Standards Chart.
5. Update the VUA calculation provided.
6. The driveway built connecting the two parcels shall meet the minimum the minimum width required by the Code along all its extension. This is an operative two-way. Therefore, it must be 24 feet wide.
We have modified the driveway to provide a minimum of 24 feet from end to end. We have an existing tree at the south end which caused the reduced width so our solution was to widen the driveway at the opposite side. The north side is also widened to match the 32 feet width.
7. The driveway additional width shall not be used as outdoor storage.
The driveway will not be used as outdoor storage. We have added pavement to the west of the driveway to act as storage or truck bypass.
8. Provide the required landscaping along the driveway, as required.
Landscape is provided around this area.
9. A landscaping plan showing the existing and proposed landscaping areas showing the entire parcel is also needed.
See Landscape Plans, comments and responses by KWD
10. Sec. 155.5203.D requires the provision of perimeter landscaping strips. Revise and comply.
See Landscape Plans, comments and responses by KWD
11. Sec. 155.5302.D requires to provide landscaping on all vehicular use areas. Furnish the require calculations and illustrate in the proposed landscaping plan as needed.
See Landscape Plans, comments and responses by KWD
12. Provide the Type C buffers as required by Sec. 155.53
See Landscape comments and responses by KWD
13. 03 - Perimeter Buffers and Table 155.5203.F.3 Required Buffer Types and Standards.
See Landscape comments and responses by KWD
14. Provide new trees in the existing landscaping bays along the west parking area.
The west parking has been removed to accommodate the new storage, staging area/. New proposed landscape is shown on sheets 009.7 L-7 and 009.8 L-8.
15. **All existing barb wire of the perimeter fence must be removed.**
All barbed wire will be removed from site.
16. No outdoor storage is allowed.

Additional comments may be render upon resubmittal.

LANDSCAPE

Wade Collum | wade.collum@copbfl.com <<mailto:wade.collum@copbfl.com>>

Status: Pending Resubmit





KWD LANDSCAPE ARCHITECTURE

TIMELESS. INNOVATIVE. PROVEN.
ESTABLISHED 1984
FL LA 0001039

5/06/2026

DEVELOPMENT REVIEW COMMITTEE

Request: Minor Site Plan
P&Z# 23-12000032
Owner:
Oldcastle APG South Inc
Project Location:
1200 NW 18th Street
Folio Number:484227480010
Land Use Designation: I (Industrial)
Zoning District: I-1 (General Industrial)
Commission District: 4 (Beverly Perkins)
Agent: John Tice (jtice@galloherbert.com)
Project Planner: Diego Guevara (954-786-4310 / diego.guevara@copbfl.com)

LANDSCAPE REVIEW by Wade Collum on 2/11/26

Provide a written response addressing all comments issued.

1. No comment response sheet was found addressing last round of comments.
Responses to comments will be provided with the latest plan revision.
2. No changes have been made to address previous comments.
An obsolete version was reviewed. This current set should resolve the outstanding comments.
3. Where is the new landscape sheet addressing the unpermitted drive aisle on the East side.
New landscape sheet will be added to address the concerns.
4. Note on landscape plans and irrigation plans. As per 155.5203.B.5.a thru e: Provide a NOTE; a rust free, automatic underground irrigation system installed in accordance with requirements of the Building Code, include a rain-sensing cutoff device, providing 100% coverage with 50% overlap.
Note #1.5 COORDINATION has been added on sheet 009.9.1_L-10.
5. Note on landscape plans and irrigation plans. Provide bubblers for all new trees and palms, staff could not locate bubbler callouts, please just provide a note on each individual sheet so as to not muddy the plan.
Note #8 has been provided on sheets L-6, L-7, L-8, and L-9.
6. Revise Sheet 9.8.1 to reflect the previous requirements as shown on original landscape plan sheet #9.9.2 and expand Limits of Work line to include all previous requirements.
Need clarification. Do not see sheet #9.9.2.
7. Show new unpermitted rear drive aisle to connect on the north end to the existing Driveway.
Rear drive aisle added to plan. See sheet 009.8.2_L-8.2.
8. Expand Limit of Sod Line further than the base of the trees along East unpermitted drive aisle.
Limit of sod line indicated on plan. See sheet 009.8.2_L-8.2.
9. Update plant list to incorporate the new line of Oaks along the East unpermitted drive aisle.
Updated plant list with new Live Oaks along drive aisle. See sheet 009.9.9_L-9.

4730 NW Boca Raton Blvd. | Suite 100 | Boca Raton, FL 33431
561.243.1873 | admin@kwdesignsteam.com | www.kwdesignsteam.com

DRC

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KWD LANDSCAPE ARCHITECTURE

TIMELESS. INNOVATIVE. PROVEN.
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FL LA 0001039

10. Provide trees at 1:30' along both sides 13 on both sides
New Live Oaks added to plan. See sheet 009.8.2_L-8.2.
11. Correct planting detail to reflect the planting hole be 2 ½ – 3 times the size of the root ball to more closely mirror industry best management practices.
Details and notes have been updated. See sheet 009.9_L-10.
12. Adjust planting details to only show sisal or other biodegradable material attached to trunk of tree.
Details and notes have been updated. See sheet 009.9_L-10.
13. If trees are to be containerized specify that the root ball will be shaved at the periphery to remove all circling roots.
Details and notes have been updated. See sheet 009.9_L-10.
14. All tree work will require permitting by a registered Broward County Tree Trimmer.
Note #5 has been provided on sheets.
15. Provide a comment response sheet as to specifically how comments have been addressed at time of permit submittal.
Noted.
16. Additional comments may be rendered a time of permit resubmittal.
Noted.

FIRE DEPARTMENT

Jim Galloway | jim.galloway@copbfl.com <<mailto:jim.galloway@copbfl.com>>

Status: Authorized

This P&Z application is able to meet all of the Fire Department requirements at this time for Site Plan Review. However, the petitioner shall maintain all proper fire department access and water supply requirements as per chapter 18 of NFPA 1 as amended from time to time.

*Additional comments may follow throughout the remainder of the permitting process. The buildings shall be in compliance with All NFPA Standards prior to receiving Fire Department approval.

ENGINEERING DEPARTMENT

David McGirr | david.mcgirr@copbfl.com <<mailto:david.mcgirr@copbfl.com>>

Status: Authorized with Conditions



1. Submit / upload the (BCEPMGD) Broward County Environmental Protection and Growth Management Division Surface Water Management permit or exemption for the proposed paving and drainage shown on the civil engineering drawings.
2. Submit / upload a copy of the Broward County Traffic Engineering Division permit or exemption for the proposed off-site pavement marking and traffic signage plan.
3. Prior to the approval of the City Engineering Division, the City's Planning and Zoning Division must approve these plans.
4. Submit / upload a copy of the Broward County Highway Construction and Engineering Division permit or exemption for the proposed street roadway improvements.
5. Submit / upload a City Engineering permit application at time of permit.
6. Submit / upload the 2022 City Engineering standard details for the proposed off-site road restoration, paving, curbing and sidewalks. These detail drawing may be obtained in pdf format from the City's website www.pompanobeachfl.gov under departments /engineering.
7. Submit / upload a sediment and erosion control plan for the subject project.

The following comments must be addressed prior to the submission of these plans to the Building Division for formal plan review and permitting:

PLEASE PROVIDE A NARRATIVE RESPONSE TO THESE REVIEW COMMENTS (IF APPLICABLE), SEE MARKUPS (IF REFERENCED) AND CLEARLY SHOW CHANGES ON PLANS USING CLOUDED DETAILS AND DELTA REVISION MARKS AS NECESSARY.

**** Please note - additional review comments may be issued by the City Engineering Division throughout the remainder of the permitting process while the civil engineering plans are being finalized for this project. ****

UTILITIES

Nathaniel Watson | nathaniel.watson@copbfl.com <<mailto:nathaniel.watson@copbfl.com>>

Status

CRA

Kimberly Vazquez | kimberly.vazquez@copbfl.com <<mailto:kimberly.vazquez@copbfl.com>>

Status: Authorized

The CRA has no objections to the addition of a turn lane and entry.

BSO

Anthony Russo | Anthony_Russo@sheriff.org <mailto:Anthony_Russo@sheriff.org>

M-(954) 709-7006 (Call, Text & Email; No Voicemail)

Status: Authorized

ATTENTION

Please complete the Affidavit for CPTED Compliance & upload it into the DRC Documents Folder for review.

A. **CONFIDENTIALITY STATEMENT**

PLEASE STAMP YOUR CPTED NARRATIVE & DIAGRAM "CONFIDENTIAL"



Information contained in CPTED & Security Strengthening Narrative Documents & Diagram Drawings are considered Confidential Pursuant to Florida State Statutes 119.071 (3); 119.15 (6b1); 281.301 & 286.011. Dissemination of security plans should be limited to authorized personnel only. All CPTED & Security Strengthening Plans submitted to the City of Pompano Beach must be conspicuously stamped "CONFIDENTIAL" in red to ensure restricted access.

Please submit a CPTED & Security Strengthening Drawing Diagram that depicts the proposed new turn lane entrance from N. Andrews Avenue as indicated in the Old Castle BONSAL Turn Lane Minor Site Narrative pdf document.

BUILDING DIVISION:

Todd Stricker | todd.stricker@copbfl.com <mailto:todd.stricker@copbfl.com>

Status: Authorized with Conditions

A preliminary examination of the documents has been performed; additional comments may apply when completed plans and/or specifications have been submitted for permitting to the building department.

Buildings shall comply with all local, state and federal codes in effect at time of application, including FEMA Floodplain, NPDES and HVHZ regulations.

FBC_BCA 105.2.3 Public service agencies/other approvals. The building official shall require that the laws, rules and regulations of any other regulatory AHJ, and where such laws, rules and regulations are applicable and are known to the building official, shall be satisfied before a permit shall be issued. The building official shall require such evidence, as in his or her opinion is reasonable, to show such other approvals.

City Ordinance 53.16(A)(1) Construction sites and construction activities. Construction sites and operations shall be required to maintain during and after all construction, development excavation or alteration operations, structural and non

-structural best management practices with the intent to reduce pollutants and sediment in storm water runoff.

City Ordinance 152.06(A): If applicable, contractor shall provide temporary screened fence complying with City Ordinance 152.06(B) through 152.06(G).

FBC 3306.1 Pedestrians shall be protected during construction, remodeling and demolition activities as required by this Chapter and Table 3306.1. Signs shall be provided to direct pedestrian traffic.

FHA Title VIII of the Civil Rights Act of 1968, commonly known as the Fair Housing Act, prohibits discrimination in the sale, rental, and financing of dwellings based on race, color, religion, sex, and national origin. In 1988, Congress passed the Fair Housing Amendments Act. The Amendments expand coverage of Title VIII to prohibit discriminatory housing practices based on disability and familial status.

FBC A201.1 This code establishes standards for accessibility to places of public accommodation and commercial facilities by individuals with disabilities. All new or altered public buildings and facilities, private buildings and facilities, places of public accommodation and commercial facilities subject to this code shall comply with 2020 FBC Accessibility.

FBC A221.1.1 Florida vertical accessibility. Nothing in this code relieves the owner of any building, structure, or facility governed by this code from the duty to provide vertical accessibility to all levels above and below the occupiable grade level, regardless of whether the ADA standards for accessible design require an elevator to be installed in such building, structure or facility.

FBC A206.2.1 Site arrival points. At least one accessible route shall be provided within the site from accessible parking spaces complying with FBC A502 and accessible passenger loading zones complying with FBC A209; public streets and



sidewalks; and public transportation stops to the accessible building or facility entrance they serve.

FBC_BCA 107.3.4.0.6 Compliance with the specific minimum requirements of this code shall not be in itself deemed sufficient to assure that a building or structure complies with all of the requirements of this code. It is the responsibility of the architect and/or engineer of record for the building, structure or facility to determine through rational analysis what design requirements are necessary to comply with 2020 FBC.

1. FBC_BCA 107.1 As per the building official, separate building applications will be required for erosion control, site work, temporary fences, monumental signage and miscellaneous site structures
2. F.S. 481.221(2) The enforcing agency will require digital signature panel to be active on all documents submitted for review to authenticate the serial number matches the submitted ESA. F.A.C. 61g1-16.005 Each sheet is required to be digitally or electronically signed, and bear the impress seal of, an architect or engineer (FBC_BCA 107.3.4.0.1).
3. FBC_BCA 107.3.4.0.8 All plans and/or specifications prepared by an architect or an engineer pursuant to the requirements of this code shall be hand signed, dated and sealed.
4. FBC 3303.5 Water Accumulation. The enforcing agency will require provisions be made to prevent the accumulation of water or damage to any foundations on the premises or the adjoining property.
5. FBC_BCA 110.13.2.1 It shall be the joint responsibility of any owner of real property upon which construction is occurring, and any contractor responsible for said construction, to ensure that all road rights-of-way remain free at all times of all construction waste and trash resulting from such construction, and that all waste and trash resulting from the construction are contained on the real property upon which the construction occurs.
6. FBC_BCA 109.3 Building Permit Valuations. The applicant for a permit shall provide an estimated permit value at a time of application. Permit valuations, shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems.
7. FBC_BCA 110.8.5.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and chapter 633, Florida Statutes.



ACCESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the 23 day of March, 2026 (the "**Effective Date**"), by and between OLDCASTLE APG SOUTH, INC., a North Carolina corporation in its capacity as owner of Lot 1 described on **Exhibit A** attached hereto and incorporated herein (sometimes referred to as **APG** or "**Lot 1 Owner**"), having an address at 333 N. Greene Street, Suite 500, Greensboro, NC 27401, and OLDCASTLE APG SOUTH, INC., a North Carolina corporation in its capacity as owner of Lot 2 described on **Exhibit B** attached hereto and incorporated herein (sometimes referred to as **APG** or "**Lot 2 Owner**"), having an address at 333 N. Greene Street, Suite 500, Greensboro, NC 27401 are from time to time referred to herein each as a "**Party**" and collectively as the "**Parties**").

RECITALS:

A. APG is the owner of Lot 1 and Lot 2 in Broward County, Florida.

B. Each legal parcel shall be referred to herein individually as a "Lot" and collectively those legal parcels shall be referred to as the "Lots." APG intends that each of the Lots shall be bound by the terms of this Agreement. APG and its successors in interest to all or any portion of the Lots may be referred to herein individually as an "Owner" and collectively as "Owners". For the purposes of this Agreement, "Occupant" shall mean the Owner of a Lot, its employees, agents, customers, invitees and tenants any other person(s) or entity(ies) in possession of any portion of the Lots.

C. APG wishes to enter into this Agreement to grant access over a portion of the Lot 2, pursuant to an easement, a drawing and the legal description for which are set forth in **Exhibit C-1** and depicted on **EXHIBIT C-2**, which are attached hereto and incorporated herein (the "**Easement Area**"), for the purposes and upon the terms and conditions set forth herein.

D. APG has caused this Agreement to be recorded to set forth the respective rights and obligations of the Owner of each Lot.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Easement.** Lot 2 Owner hereby grants to Lot 1 Owner and their respective affiliates, subsidiaries, successors and assigns, a non-exclusive, perpetual easement over that portion of Lot 2 that is included in the Easement Area (the "**Access Easement**") for the sole purposes of vehicular and pedestrian use of the roadway within the Easement Area for egress to and ingress from NW 15th Avenue. The Easement is subject to the terms and conditions set forth in this Agreement and any and all outstanding rights and licenses of other parties and renewals and extensions thereof, if any, and to all conditions, limitations, restrictions, encumbrances, reservations and interests of any person which may affect the Access Easement.

2. **Maintenance.** Lot 1 Owner shall be responsible for maintaining, repairing and replacing the Easement Area. Maintenance of the Easement Area shall include, without limitation,



maintaining the roadway and removing debris from the Easement Area to the extent necessary to maintain the same in a clean, safe and orderly condition. In the event an Lot 1 Owner neglects to so maintain the Easement Area, Lot 2 Owner may provide written notice to Lot 1 Owner of the defective condition and if the defective condition is not repaired within thirty (30) days of the date of the receipt of such notice, Lot 2 Owner may, but shall not be obligated to, repair the defective condition at Lot 1 Owner's expense.

3. **Barriers.** Unless otherwise specified in this Agreement, no barricade, structure, other improvement, or obstruction of any kind which materially interferes with pedestrian or vehicular access or access to the Easement Area; provided, however, that temporary interference for reasonable periods of time to allow construction or maintenance activities related to the easements granted herein shall be permitted.

4. **Non-Exclusive.** The Parties acknowledge and agree that the Access Easement granted in this Agreement is non-exclusive and Lot 2 Owner reserves the right to grant servitudes, easements, rights of use and other rights and encumbrances affecting Lot 2, subject to the Access Easement, provided that such grants do not unreasonably interfere with the Lot 1 Owner's rights under this Agreement.

5. **Indemnification.** Each Owner as indemnitor (the "Indemnitor") shall defend, identify and hold the other Owner harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss or damage of or to any person or property to the extent caused by the negligence, intentional or willful acts or omissions of the Indemnitor, its contractors, employees, agents or others acting on behalf of the Indemnitor.

6. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication to the general public for any public purpose whatsoever. This Agreement shall be strictly limited to and for its expressed purposes.

7. **Notices.** Except as otherwise set forth herein, all notices, demands, requests or other communications to be given by one Party to the other, shall be in writing and shall be deemed to have been validly given or served upon delivery (or refusal of same) if sent by (a) personal delivery (b) nationally recognized overnight courier service -(e.g., Federal Express, UPS Overnight) or (c) United States certified mail, postage prepaid, return receipt requested, to the address stated above. Either Party may change their respective notice addresses upon providing written notice thereof to the other Party in accordance with this section.

8. **Estoppel.** Each Party shall, upon the written request (which shall not be made more frequently than three (3) times during any calendar year) of the other Party, issue to such requesting party, or its prospective mortgagee or purchaser, an estoppel certificate stating, to the best of the responding party's knowledge: (a) whether it knows of any default under this Agreement by the requesting party, and if there are known defaults, specifying the nature thereof; (b) whether this Agreement has been modified or amended in any way by it and if so, then stating the nature thereof; (c) whether this Agreement is in full force and effect; and (d) whether there are any sums due and owing by any party under this Agreement.



9. **Default.** The Parties shall have the right to enforce their rights under this Agreement in any manner provided for by law or in equity, including, without limitation, a suit for damages or injunctive relief.

10. **Mortgage Subordination.** Any mortgage or deed of trust affecting any portion of Lot 2 shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee sale, shall acquire title subject to all the terms and conditions of this Agreement.

11. **Governing Law.** This Agreement has been entered into and shall be construed in accordance with, the laws of the State of Florida and any applicable federal laws and regulations.

12. **Binding Effect.** This Agreement shall be binding on the Parties and their respective successors and assigns; the provisions of this Agreement shall run with title to the land.

13. **Entire Agreement; Amendment.** This Agreement, including the attached Exhibits, contains the entire agreement between the Parties and all of the terms and conditions to which the Parties have agreed and supersedes all prior oral or written agreements or understandings concerning the subject matter. This Agreement may not be amended, modified, terminated or rescinded except in writing executed by Lot 1 Owner and Lot 2 Owner, or their respective successor and assigns.

14. **No-Liens.** In the exercise of the easement rights granted herein, neither Party must not permit or suffer any mechanics' lien claims to be filed or otherwise asserted against the Easement Area and shall promptly discharge the same in case of the filing of any claims for liens or proceedings for the enforcement thereof.

15. **Recording.** This Agreement shall be recorded in the Office of the Register of Deeds in and for Broward County, Florida.

16. **Non-Waiver.** No delay or omission of any Party in the exercise of any rights created hereunder shall impair such right or be construed to be a waiver thereof. A waiver by any Party of a breach of, or default in, any of the terms, provisions and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition or provision of this Agreement.

17. **Negation of Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

18. **Severability.** Each provision of this Agreement is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement.



19. **Prevailing Party**. If either Grantor or Grantee institutes any action or proceeding against any other Party to enforce the terms of this Agreement, the Party adjudicated to be the prevailing Party in all material respects shall be entitled to recover reasonable attorneys' fees and costs from the other Party.

20. **Non-Merger**. Notwithstanding that APG is the current Owner of both Lot 1 and Lot 2, it is the express intention of APG that the easements established in this Agreement for the benefit of Lot 1 and Lot 2 shall not merge and shall remain as a separate and distinct estate.

[Signatures Begin on Following Page]



Exhibit A

Lot 1 Parcel

The Land referred to herein below is situated in the County of BROWARD, State of Florida, and described as follows:

Parcel I:

All of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 and those portions of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 and the East 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 27, Township 48 South, Range 42 East, Broward County, Florida lying West of the Seaboard Airline Railroad;

LESS the North 25.00 feet thereof

LESS AND EXCEPT:

A portion of the Southeast 1/4 of Section 27, Township 48 South, Range 42 East, lying North of and adjacent to Parcel "A", Gold Coast Plat, according to the Plat thereof recorded in Plat Book 134, Page 8, of the Public Records of Broward County, Florida, all more fully described as follows:

Beginning at the Northeast corner of said Parcel "A"; thence North 12°14'07" East on the Northerly extension of the East line of said Parcel "A", a distance of 121.00 feet; thence South 89°54'20" West, a distance of 479.29 feet; thence South 00°10'18" West, a distance of 118.21 feet; thence North 89°54'20" East, on the North line of said Parcel "A", a distance of 454.00 feet to the Point of Beginning.

Said land situate, lying and being in the City of Pompano Beach, Broward County, Florida.

Parcel 2:

A portion of the Southeast one-quarter (SE 1/4) of Section 27, Township 48 South, Range 42 East lying North of Parcel "A" - GOLD COAST PLAT, according to the plat thereof as recorded in Plat Book 134, Page 8, of the Public Records of Broward County, Florida, all more fully described as follows:

Commencing at the Northeast corner of said Parcel "A", thence North 12°14'07" East on the Northerly extension of the East line of said Parcel "A", a distance of 121.00 feet; thence South 89°54'20" West, a distance of 479.29 feet to the Point of Beginning; thence continuing South 89°54'20" West a distance of 304.09 feet, thence Northeasterly on a line 15.00 feet Southeasterly of and parallel with the East right-of-way line of Andrews Avenue Extension, the following three (3) courses and distances; Northeasterly on a curve to the right, whose radius point bears South 52°57'51" East with a radius of 1377.39 feet and a central angle of 02°19'08", an arc distance of 55.75 feet to a point of tangency; thence North 39°49'43" East, a distance of 412.64 feet to a point of curve, thence Northeasterly on a curve to the left, with a radius of 1487.39 feet and a



central angle of $00^{\circ}21'59''$, an arc distance of 9.51 feet to the point of termination of the said three (3) courses and distances; thence South $00^{\circ}10'18''$ West, a distance of 367.24 feet to the Point of Beginning.

108572739.3



Exhibit B

Lot 2 Parcel

The Land referred to herein below is situated in the County of BROWARD, State of Florida, and is described as follows:

A portion of Parcel "A", GOLD COAST PLAT, according to the plat thereof, as recorded in Plat Book 134, Page 8, of the Public Records of Broward County, Florida;

TOGETHER WITH:

A portion of the North 100 feet of the Northwest one-quarter (NW 1/4) of the Southwest one-quarter (SW 1/4) of the Southeast one-quarter (SE 1/4) of Section 27, Township 48 South, Range 42 East;

AND ALSO TOGETHER WITH:

A portion of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of said Section 27,

AND ALL BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at the Northeast corner of said Parcel "A"; thence South 12°14'07" West, along the East line of said Parcel "A", a distance of 289.36 feet; thence South 89°54'20" West, a distance of 393.50 feet; thence North 0°10'03" East, a distance of 22.00 feet; thence South 89°54'20" West, a distance of 454.05 feet; thence North 69°43'15" West, a distance of 54.51 feet to a point on a curve; thence Northeasterly along the Easterly right-of-way line of North Andrews Avenue Extension and along the proposed East right-of-way line of said North Andrews Avenue Extension, the following five (5) courses and distances: Northeasterly along a curve to the right whose tangent is perpendicular to the last mentioned course with a radius of 1380.39 feet and a central angle of 1°33'57" an arc distance of 37.73 feet; thence North 68°09'18" West, a distance of 12.00 feet to a point on the said Easterly right-of-way line of North Andrews Avenue Extension and a point on a curve; thence Northeasterly along a curve to the right whose tangent is perpendicular to the last mentioned course with a radius of 1392.39 feet and a central angle of 17°59'01", an arc distance of 437.03 feet to a point of tangency; thence North 39°49' 43" East, a distance of 412.64 feet to a point of curve; thence Northeasterly along a curve to the left, with radius of 1472.39 feet and a central angle of 1°05'07", an arc distance of 27.88 feet to the Point of Termination of the said five (5) courses and distances; thence South 0°10'18" West, along the East line of the said Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4) of Section 27, a distance of 509.32 feet; thence North 89°54'20" East, along the North line of said Parcel "A", a distance of 454.00 feet to the POINT OF BEGINNING.

TOGETHER WITH lands conveyed to Pavermodule, Inc. in Official Records Book 30492, Page 761 of the Public Records of Broward County, Florida, being more particularly described as follows:

A portion of the Southeast one-quarter (SE1/4), of Section 27, Township 48 South, Range 42 East, lying North of and adjacent to Parcel "A", GOLD COAST PLAT, according to the plat thereof recorded in Plat Book 134, Page 8, of the Public Records of Broward County, Florida, all more fully described as follows:

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Beginning at the Northeast corner of said Parcel "A"; thence North 12°14'07" East on the Northerly extension of the East line of said Parcel "A", a distance of 121.00 feet; thence South 89°54'20" West, a distance of 479.29 feet; thence South 00°10'18" West, a distance of 118.21 feet; thence North 89°54'20" East, on the North line of said Parcel "A", a distance of 454.00 feet to the POINT OF BEGINNING. LESS AND EXCEPT lands conveyed in Official Records Book 30527, Page 636 of the Public Records of Broward County, Florida, begin more particularly described as follows: A portion of Parcel "A", GOLD COAST PLAT, according to the Plat thereof, recorded in Plat Book 134, Page 8, of the Public Records of Broward County, Florida; together with a portion of the Southeast one-quarter (SE 1/4) of Section 27, Township 48 South, Range 42 East, all being more fully described as:

A portion of the Southeast one-quarter (SE 1/4) of Section 27, Township 48 South, Range 42 East lying North of Parcel "A", GOLD COAST PLAT, according to the plat thereof as recorded in Plat Book 134, Page 8, of the Public Records of Broward County, Florida, all more fully described as follows: Commencing at the Northeast corner of said Parcel "A", thence North 12°14'07" East on the Northerly extension of the East line of said Parcel "A", a distance of 121.00 feet; thence South 89°54'20" West, a distance of 479.29 feet to the POINT OF BEGINNING; thence continuing South 89°54'20" West, a distance of 304.09 feet, thence Northeasterly on a line 15.00 feet Southeasterly of and parallel with the East right-of-way line of Andrews Avenue Extension, the following three (3) courses and distances; Northeasterly on a curve to the right, whose radius point bears South 52°57'51" East, with a radius of 1377.39 feet and a central angle of 02°19'08", an arc distance of 55.75 feet to a point of tangency; thence North 39°49'43" East, a distance of 412.64 feet to a point of, thence Northeasterly on a curve to the left, with a radius of 1487.39 feet and a central angle of 00°21'59", an arc distance of 9.51 feet to the point of termination of the said three (3) courses and distances; thence South 00°10'18" West, a distance of 367.24 feet to the POINT OF BEGINNING.

LESS AND EXCEPT right-of-way for Andrews Avenue Extension as conveyed by Pavermodule, Inc. to the City of Pompano Beach in Quit Claim Deed recorded in Official Records Book 26321, Page 401, and conveyed by Pavermodule, Inc. to the State of Florida Department of Transportation in Warranty Deed recorded in Official Records Book 33087, Page 1529 of the Public Records of Broward County, Florida.

THE ABOVE DESCRIBED PARCELS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A portion of Parcel "A", GOLD COAST PLAT, according to the Plat thereof, recorded in Plat Book 134, Page 8, of the Public Records of Broward County, Florida; together with a portion of the Southeast one-quarter (SE 1/4) of Section 27, Township 48 South, Range 42 East, all being more fully described as:

Beginning at the Northeast corner of said Parcel "A"; thence South 12°14'07" West, on the East line of Parcel "A", a distance of 289.36 feet; thence South 89°54'20" West, a distance of 393.50 feet; thence North 00°10'53" East, a distance of 22.00 feet; thence South 89°54'20" West, a distance of 454.05 feet; thence North 69°43'15" West, a distance of 54.51 feet to a point on the Easterly right-of-way line of North Andrews Avenue Extension, and a point on the West line of said Parcel "A"; thence Northeasterly on said Easterly right-of-way line the following seven (7) courses and distances: Northeasterly on a curve to the right and said West line, whose tangent is perpendicular to the last described course, with a radius of 1380.39 feet, a central angle of 01°33'57", an arc distance of 37.73 feet; thence North 68°09'18" West, on said West line, radial to said curve, a distance of 12.00 feet to a point on a curve; thence Northeasterly on said curve to the right and said West line, whose tangent is perpendicular to the

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last mentioned course, with a radius of 1392.39 feet,
a central angel of $04^{\circ}24'30''$, an arc distance of 107.14 feet to a point on a non-tangent curve, a radial line to said point bears North $61^{\circ}10'03''$ West, thence Northeastly on said curve to the right, with a radius of 990.00 feet, a central angle of $00^{\circ}17'08''$, an arc distance of 4.93 feet to a point on the North line of said Parcel "A"; thence North $89^{\circ}54'20''$ East, on said North line, a distance of 16.52 feet to a point on a curve, a radial line to said point bears North $63^{\circ}14'11''$ West; thence Northeasterly on said curve to the right, with a radius of 1377.39 feet, a central angle of $07^{\circ}50'37''$, an arc distance of 188.56 feet, to a point; thence North $36^{\circ}09'27''$ East, a distance of 74.97 feet to the end of said seven (7) courses and distances; thence North $89^{\circ}54'20''$ East, a distance of 780.20 feet to a point on the Northerly extension of the East line of said Parcel "A"; thence South $12^{\circ}14'07''$ West, on said extension, a distance of 121.00 feet to the POINT OF BEGINNING.

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Exhibit C-1

Easement Legal Description

A VARIABLE WIDTH ACCESS EASEMENT LYING WITHIN THOSE LANDS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 49162, PAGE 1543 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND LYING IN THAT PORTION OF SECTION 27, TOWNSHIP 46 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, SAID ACCESS EASEMENT BEING DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD & CAP (ILLEGIBLE) AT THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 49162, PAGE 1543, SAID POINT ALSO LYING ON THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD SYSTEMS RAILROAD, THENCE RUN SOUTH 88°25'31" WEST ALONG THE NORTH LINE THEREOF, FOR 35.83 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING SAID NORTH LINE RUN SOUTH 10°45'18" WEST ALONG A LINE LYING 35 FEET WEST OF AND PARALLEL WITH SAID WESTERLY RIGHT OF WAY LINE AND THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 49162, PAGE 1543, FOR 410.36 FEET TO A POINT ON THE SOUTH LINE OF SAID LANDS;
THENCE RUN ALONG SAID SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 49162, PAGE 1543 THE FOLLOWING FOUR (4) COURSES;

1. SOUTH 88°25'31" WEST, FOR 357.67 FEET TO A POINT;
2. THENCE RUN NORTH 01°17'56" WEST, FOR 22.00 FEET TO A POINT;
3. THENCE RUN SOUTH 88°25'31" WEST, FOR 454.05 FEET TO A POINT;
4. THENCE RUN NORTH 71°12'04" WEST, FOR 54.51 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N. ANDREWS AVENUE (VARIABLE WIDTH) AND TO THE BEGINNING OF A NON-TANGENT CURVE;
THENCE RUN NORTHERLY ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS 1,380.39 FEET), (DELTA 00°23'53"), (CHORD BEARING NORTH 18°12'54" EAST), (CHORD 9.59 FEET) FOR 9.59 FEET TO A POINT;
THENCE LEAVING SAID RIGHT OF WAY LINE RUN NORTH 88°25'31" EAST ALONG A LINE LYING NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 49162, PAGE 1543, FOR 819.22 FEET TO A POINT;
THENCE RUN NORTH 10°45'18" EAST ALONG A LINE LYING 85 FEET WEST OF AND PARALLEL WITH SAID WESTERLY RAILROAD RIGHT OF WAY LINE AND EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 49162, PAGE 1543, FOR 359.18 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS;
THENCE RUN NORTH 88°25'31" EAST ALONG SAID NORTH LINE, FOR 51.18 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES AN AREA OF 1.142 ACRES OR 49,757 SQUARE FEET, MORE OR LESS.

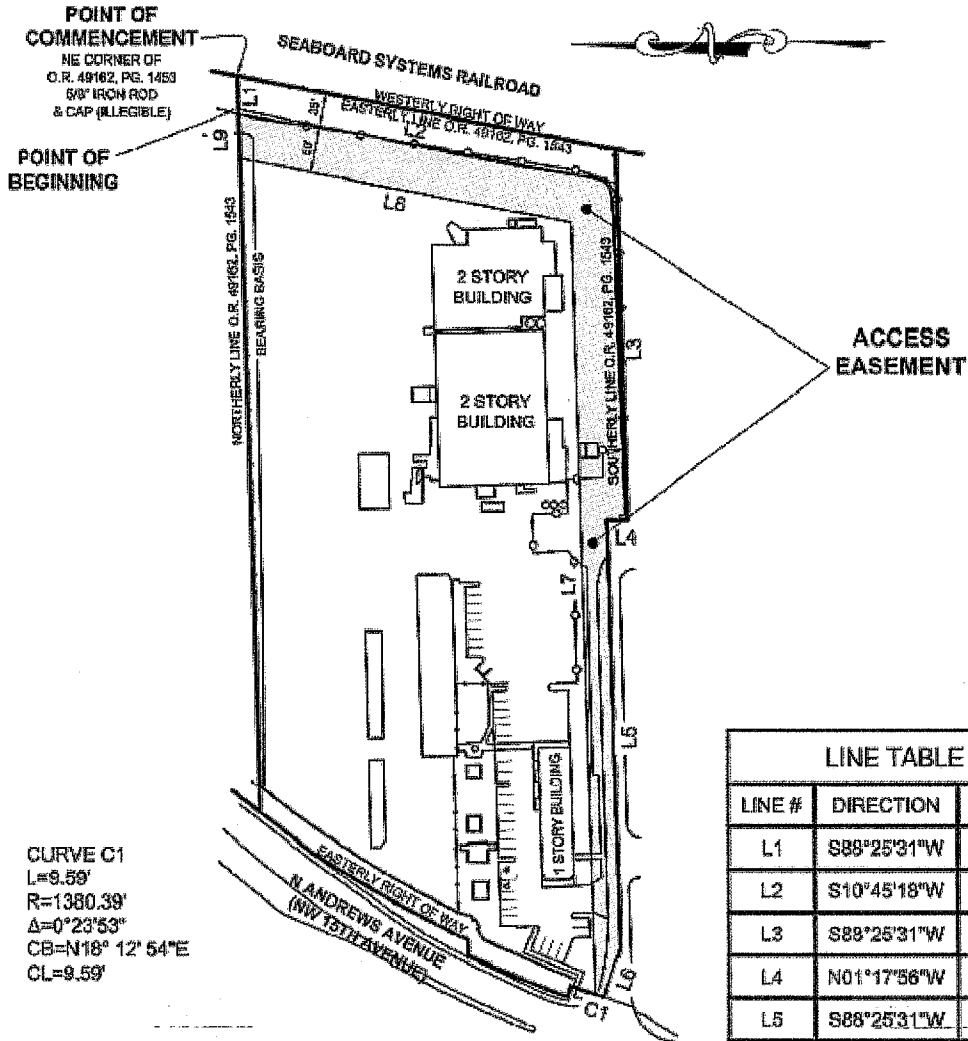
BEARINGS SHOWN HEREON ARE STATE PLANE FOR THE FLORIDA EAST ZONE (NAD83/2011 ADJUSTMENT) AND ARE BASED ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 49162, PAGE 1543 TO BEAR NORTH 88° 25' 31" EAST.

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Exhibit C-2

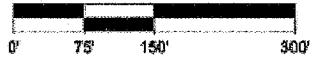
Easement Legal Depiction



CURVE C1
 L=9.59'
 R=1380.39'
 Δ=0°23'53"
 CB=N18° 12' 54"E
 CL=9.59'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S88°25'31"W	35.83'
L2	S10°45'18"W	410.36'
L3	S88°25'31"W	387.67'
L4	N01°17'56"W	22.00'
L5	S88°25'31"W	454.05'
L6	N71°42'04"W	54.51'
L7	N88°25'31"E	819.22'
L8	N10°45'18"E	359.18'
L9	N88°25'31"E	51.18'

SCALE : 1" = 150'



SHEET 2 OF 2
 GRS PROJECT NO. 25-78956.13

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