

LEASE AGREEMENT
Between
OLD TOWNE
FLAGLER LLC
And
POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY

THIS AGREEMENT is made and entered into this _____ day of _____, 2019 by and between:

Old Towne Flagler, LLC, owner of 114 and 120 North Flagler Avenue,
(hereinafter referred to collectively as "Landlord")

and

POMPANO BEACH COMMUNITY REDEVELOPMENT
AGENCY, a public body corporate and politic, created pursuant to
Part III, Chapter 163, Florida Statutes, its successors and assigns,
whose address is 100 West Atlantic Boulevard, Pompano Beach,
Florida (hereinafter referred to as the "CRA" or "Tenant"),

W I T N E S S E T H:

1. DEMISE; DESCRIPTION OF PREMISES.

Landlord leases to Tenant and Tenant hires from Landlord, for the purpose of an outdoor Public Plaza area on the property described herein and for no other purpose, the following described Premises situated in the City of Pompano Beach, Broward County, Florida, and more particularly described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof. As used in this Lease, the term "Premises" refers to the real property described above and to any improvements located on the property from time to time during the term of this Lease.

2. TERM.

a. The initial term of this Lease shall be for a period of five (5) years commencing upon execution of this Lease.

b. Tenant, provided it is not in default of any terms or conditions of this Lease, shall have the option to renew this Lease for up to three (3) additional terms ("Renewal Terms") of five (5) years each, on the terms and conditions set forth in this Lease, by delivering to Landlord a written notice of its intention to renew the Lease no later than ninety (90) days prior to the end of the term of the Lease term then in effect. The CRA Executive Director shall have the authority to exercise the option to renew this lease. The initial Term and the Renewal Terms are collectively referred to herein as the "Term."

3. **RENT.**

a. Landlord, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other valuable consideration to his in hand paid by the Tenant, the receipt of which is hereby acknowledged, for the term of the lease to the Tenant the parcel as described and attached hereto as "Exhibit "A" and Exhibit "B" situate and being in the County of Broward, State of Florida.

4. **ALTERATIONS TO AND USE OF PREMISES.**

a. Tenant may use the Premises only for the permitted uses outlined herein. The Premises shall be used to provide for outdoor seating, benches; landscaping; hardscaping; drainage improvements; and temporary structures necessary to facilitate outdoor dining and/or other outdoor events such as CRA Sponsored events, fund-raisers, cocktail parties, wedding receptions, birthday parties, and similar activities. Landlord reserves the right to sublease the Premises from Tenant for use as outdoor space for food, beverage or entertainment purposes associated with Landlord's building adjacent to the Premises.

b. Landlord hereby leases the Premises to the Tenant "as is." Tenant shall construct the patio areas and landscaping on the Premises and, upon the completion of the improvements, the Premises shall be used as provided for above in 4a. Tenant also agrees to provide clean fill for grading and leveling of the Premises as needed prior to the construction of drainage, pavers and landscaping. Tenant shall install and/or replace existing landscaping, fencing, and temporary structures and is hereby granted a license to paint the exterior walls of the building structure adjacent to the Premises. Said exterior paint may be in a solid color or colors or may be an artistic rendering or mural of Tenant's choosing. Tenant also has license to display decorative art or other aesthetic items from the wall so long as the same are removed at the end of the Lease term and that any damage to the wall caused by the installation of such items is repaired in its entirety. All of the above-referenced construction and improvements shall be undertaken at the Tenant's sole cost.

c. **Permits, Approvals and Fees.** It is understood and agreed that any construction or other improvements on the Premises shall be accomplished in accordance with the applicable rules, regulations, resolutions and ordinances of the City, County, State and Federal governments, and that Tenant shall be responsible for obtaining all necessary zoning and building permits and any other approvals or permits which may be required and shall pay all charges therefore. The Landlord shall cooperate with, support and join in, to the extent required, all necessary applications, site plan approval, building permits, variances, special exceptions and other approvals, permits, and licenses for the construction and use of Tenant's intended improvements, but shall bear no cost for the same.

5. **ACCESS TO PREMISES.**

During the term of this Lease, all access to the Premises shall be obtained from the rear of the property and no access, by Landlord or Tenant shall be permitted from or through 114 and 120 North Flagler Avenue.

6. **WARRANTIES OF TITLE AND QUIET POSSESSION.**

Ownership; Peaceful Enjoyment; Surrender of Premises. Landlord represents and warrants that it owns the Premises free and clear of any claims, liens, or judgments that could affect Tenant's use and enjoyment of the Premises for the purposes contemplated by this Lease. Landlord will warrant and defend Tenant's right to the peaceful possession and enjoyment of the Premises during the Term of this Lease. At the end of the Term, Tenant will surrender the Premises in clean condition and

good repair, normal wear and tear excepted. No surrender of the Premises by Tenant prior to the end of the Term of this Lease will be valid unless accepted by Landlord in writing.

7. DELIVERY OF POSSESSION.

If, for any reason whatsoever, Landlord cannot deliver possession of the Premises to Tenant at the commencement of the Lease term, as specified above, Landlord shall not be liable to Tenant for any loss or damage resulting from the inability to deliver possession. However, in the event that Landlord cannot deliver possession by February 1, 2019, this Lease shall be voidable.

8. USES PROHIBITED.

Tenant shall not use or permit the Premises, or any part of them, to be used for any purpose other than the purpose for which the Premises are leased. No use shall be made or permitted to be made of the Premises, or acts done, that will cause a cancellation of any insurance policy covering the Premises; nor shall Tenant sell, or permit to be kept, used, or sold, in or about the Premises, any article prohibited by the standard form of fire insurance policies. Tenant shall, at its sole cost, comply with all requirements, pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this Lease, covering any improvements and appurtenances at any time located on the Premises.

9. WASTE AND NUISANCE PROHIBITED.

During the term of this Lease, Tenant shall comply with all applicable laws affecting the Premises, the breach of which might result in any penalty on Landlord or forfeiture of Landlord's title to the Premises. Tenant shall not commit or suffer to be committed any waste or nuisance on the Premises.

10. ABANDONMENT OF PREMISES.

Tenant shall not vacate or abandon the Premises at any time during the term of this Lease. If Tenant abandons, vacates, or surrenders the Premises, or is dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on the Premises shall be deemed to be abandoned, at the option of Landlord, except any property that may be encumbered to Landlord.

11. LANDLORD'S RIGHT OF ENTRY.

a. Tenant shall permit Landlord and Landlord's agents and employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Tenant for any loss of occupation or quiet enjoyment of the Premises.

b. Landlord agrees access through the rear of the property shall be for pedestrians only and shall not include deliveries or any other method of receipt of goods and or services, subject to Landlord's permitted use of the Premises described in Paragraph 4 above.

12. SUBLETTING AND ASSIGNMENT.

Tenant may sublet the Premises in whole or in part with Landlord's consent which shall

not be unreasonably withheld, but the making of any sublease shall not release Tenant from, or otherwise affect in any manner, any of Tenant's obligations under this Lease. Tenant shall not assign or transfer this Lease, or any interest in it, without Landlord's prior written consent, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Any assignment without consent shall be void, and shall, at the option of Landlord, terminate this Lease.

13. NOTICES.

a. All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to this Lease to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, with postage prepaid, and registered and addressed as follows:

TO LANDLORD: Old Towne Flagler, LLC
2302 E. Atlantic Boulevard
Pompano Beach, FL 33062

TO TENANT: Executive Director
Pompano Beach Community Redevelopment Agency
100 W. Atlantic Blvd., Suite 276
Pompano Beach, FL 33060

b. The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

14. TAXES AND ASSESSMENTS.

a. Landlord shall be responsible for all municipal, county, and state taxes and assessments which may be assessed against the Premises during the term of this Lease. Tenant will be responsible for any taxes levied against the personal property and trade fixtures of Tenant located in and about the Premises.

b. Notwithstanding the foregoing provision, Landlord shall, after notifying Tenant of its intention to do so, have the right in its own name or behalf, or in the name and behalf of Tenant hereto, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment, and in good faith by all appropriate proceedings the amount, applicability or validity of any such tax or assessment.

15. REPAIRS AND DESTRUCTION OF IMPROVEMENTS.

a. **Maintenance Of Improvements.** Throughout the term of this Lease, Tenant shall, at its own cost and without any expense to Landlord, keep and maintain the Premises, including all improvements of every kind that may be a part of the Premises and all appurtenances to the Premises in good, sanitary, and neat order, condition and repair. Except as specifically provided in this Lease, during the term of this Lease, Tenant shall restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Landlord shall not be obligated to make any repairs, replacements, or renewals of any kind whatsoever to the Premises or improvements on it. Tenant shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on the Premises, or any activity or

condition on or in the Premises.

b. **Damage To And Destruction Of Improvements.** The damage, destruction, or partial destruction of any improvement that is a part of the Premises shall not release Tenant from any obligation under this Lease, except as expressly provided below. In case of damage to or destruction of any improvement, Tenant shall at its own expense promptly repair and restore the improvement to a condition as good as or better than that which existed prior to the damage or destruction. Without limiting the obligations of Tenant, it is agreed that the proceeds of any insurance covering the damage or destruction shall be made available to Tenant for repair or replacement.

c. **Damage Or Destruction Occurring Toward End Of Term.** Notwithstanding anything to the contrary in the immediately preceding paragraphs of this section, in case of destruction of any improvement on the Premises or damage thereto from any cause so as to make it untenable occurring during the last six (6) months of the term of this Lease, Tenant, if not then in default under this Lease, may elect to terminate this Lease by written notice served on Landlord within thirty (30) days after the occurrence of the damage or destruction. In the event of termination, there shall be no obligation on the part of Tenant to repair or restore the improvements, nor any right on the part of Tenant to receive any proceeds collected under any insurance policies covering the building or any part of the building. On termination, Tenant shall return the Premises to Landlord as provided for below in Paragraph 20. On termination, rent and any other sums payable by Tenant to Landlord under this Lease shall be prorated as of the termination date, and in the event any rent shall have been paid in advance, Landlord shall rebate them for the unexpired period for which payment shall have been made.

d. **Election Not To Terminate.** If, in the event of destruction or damage during the last six (6) months of the term of this Lease, Tenant does not elect to terminate this Lease, the proceeds of all insurance covering the damage or destruction shall be made available to Tenant for repair or replacement, and Tenant shall be obligated to repair the Premises as provided above.

16. **UTILITIES.**

Tenant shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and all other public utilities furnished to the Premises throughout the term of this Lease, and all other costs and expenses in connection with the use, operation and maintenance of the Premises and all activities conducted on the Premises. Landlord shall have no responsibility of any kind for any of those costs and expenses.

17. **LIENS.**

a. **Tenant's Duty To Keep Premises Free Of Liens.** Tenant shall keep all of the Premises and every part of the improvements at any time located on the Premises free and clear of any mechanics', materialmen's, and other liens arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished in connection with any operations of Tenant, any alteration, improvement, or repairs or additions which Tenant may make or permit or cause to be made, or any work or construction, by or permitted by Tenant on or about the Premises, or any obligations of any kind incurred by Tenant. Tenant shall at all times promptly and fully pay and discharge all claims on which any lien may or could be based, and Tenant shall indemnify Landlord and all of the Premises and all improvements on the Premises against all liens and claims of liens and suits or other proceedings pertaining to those liens. Tenant shall give Landlord written notice no less than ten (10) days in advance of the

commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of \$1,000 in order that Landlord may post appropriate notices of Landlord's non-responsibility.

b. **Contesting Liens.** If Tenant desires to contest any lien, Tenant shall notify Landlord of its intention to do so within ten (10) days after the filing of the lien. In such a case, , Tenant shall not be in default under this Lease until thirty (30) days after the final determination of the validity of the lien, within which time Tenant shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered on it, and any delay shall be a default of Tenant under this Lease. In the event of any such contest, Tenant shall protect and indemnify Landlord against all loss, expense, and damage resulting from the contest.

18. INDEMNIFICATION OF LANDLORD.

a. Landlord shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Tenant or by any person who may at any time be using or occupying or visiting the Premises or be in, on, or about the Premises, whether the loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Tenant or of any occupant, subtenant, visitor or user of any portion of the Premises, or shall result from or be caused by any other matter or thing. Tenant shall indemnify Landlord against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage. Tenant waives all claims against Landlord for damages to the improvements that are now on or will later be placed or built on the Premises and to the property of Tenant in, on or about the Premises, and for injuries to persons or property in or about the Premises, from any cause arising at any time. The preceding indemnification shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of Landlord or its agents or employees.

b. Notwithstanding the above, Landlord shall cooperate in the defense of any legal actions by providing information to Tenant and by providing the compilation of data and documentation to the extent necessary and pertinent to the defense or prosecution of any legal action.

19. ATTORNEY'S FEES.

If any action at law or in equity shall be brought on account of any breach of this Lease, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

20. REDELIVERY OF PREMISES.

Upon the expiration or sooner termination of this Lease, Tenant shall surrender the Premises to Landlord in good order and condition subject to the provision provided for herein. Any improvements and alterations made to the Premises by Tenant during the Term of the Lease shall remain on and be surrendered with the Premises at such time.

21. REMEDIES CUMULATIVE.

All remedies conferred on Landlord shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

22. INSURANCE.

Landlord shall carry General Commercial Liability Insurance and casualty insurance for the Premises; Tenant shall carry Commercial General Liability Insurance.

23. PROHIBITION OF INVOLUNTARY ASSIGNMENT.

Neither this Lease nor the Leasehold estate of Tenant nor any interest of Tenant under the Lease in the Premises or in the improvements on the Premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, except through statutory merger, consolidation, devise, or intestate succession. Any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

24. NOTICE OF DEFAULT.

Tenant shall not be deemed to be in default under this Lease unless Landlord shall first give to Tenant thirty (30) days' written notice of the default and Tenant fails to cure the default within thirty (30) days or, if the default is of such a nature that it cannot be cured within such time, Tenant fails to commence to cure the default within the thirty (30) day period and thereafter diligently pursue it and complete the same within ninety (90) days.

25. DEFAULT BY TENANT.

a. **Acts Constituting Default.** Tenant will be considered to be in default of this Lease if any one or more of the following events shall occur:

i. if Tenant fails to pay any payment (other than rent) due under this Lease within thirty (30) days after the same becomes due;

ii. if Tenant voluntarily abandons, deserts or vacates the Premises or discontinues its operation absent a force majeure;

iii. if Tenant fails to perform and observe each and every other promise, covenant and agreement set forth in this Lease, performed or observed prior to the later of (a) thirty (30) days after Landlord gives written notice of such failure, or (b) if thirty (30) days is not a reasonable time to complete such performance, but Tenant commences such performance during such thirty day period, and thereafter diligently pursues it, ninety (90) days after Landlord gives such notice.

b. **Remedies In Event Of Breach.**

i. In the event of any breach of this Lease by Tenant, Landlord, in addition to the other rights or remedies Landlord may have, shall have the immediate right of reentry and may remove all persons and property from the Premises. Any property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant.

Should Landlord elect to reenter, as provided in this agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate this Lease.

ii. No reentry or taking possession of the Premises by Landlord shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of Landlord's intention to terminate this Lease is given to Tenant or unless the termination of the Lease is decreed by a court of competent jurisdiction.

iii. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedy it may have, Landlord may recover from Tenant all damages incurred by reason of the breach, including the cost of recovering the Premises, and including the worth at the time of the termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

26. DEFAULT BY LANDLORD.

If Landlord fails to perform any obligation of Landlord hereunder on or before the later of (a) thirty (30) days after Tenant gives written notice that such performance is due, or (b) if thirty (30) days is not a reasonable time to complete such performance, but Landlord commences such performance in such thirty day period and thereafter diligently pursues it, ninety (90) days after Tenant gives such notice, Landlord shall be deemed in default. Until such time, Landlord shall not be deemed to be in default and Tenant shall have no remedy against Landlord for such failure. Upon default, Tenant may (a) institute action in a court of competent jurisdiction to terminate this lease or to complete performance of the agreement, and the losing party in that litigation shall pay the prevailing party all expenses of the litigation, including reasonable attorneys' fees; (b) Tenant may, after thirty (30) days written notice of such intent to the Landlord, comply with the agreement or correct any such breach and the costs of such compliance shall be payable on demand by Landlord.

27. EFFECT OF EMINENT DOMAIN.

a. **Effect of total condemnation.** In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of the taking, and Tenant shall then be released from any liability accruing under this Lease after that date.

b. Effect of partial condemnation.

i. In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by Tenant, or if the remainder of the property is not one undivided parcel of property, Tenant shall have the right to terminate this Lease as of the date of the taking on giving to Landlord written notice of the termination within thirty (30) days after Landlord has notified Tenant in writing that the property has been appropriated or taken.

ii. In the event of partial taking and Tenant does not terminate this Lease, this Lease shall continue in full force and effect as to the part not taken, and the rent to be paid by Tenant during the remainder of the term shall continue in the manner provided for above in

Paragraph 3.

c. Condemnation Award.

i. In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any condemnation proceedings Landlord and Tenant shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the taking.

ii. In the event of a partial taking of the Premises and this Lease is not terminated, then Tenant shall have the right to make claim against the condemning or taking authority for only the unamortized cost of the improvements placed on the Premises by Tenant and located on the Premises at the time of the taking or appropriation, which improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of the improvements and ending upon the termination of the Lease.

28. SURRENDER OF LEASE.

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation of this Lease, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

29. WAIVER.

The waiver by Landlord of, or the failure of Landlord to take action with respect to any breach of, any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of that term, covenant, condition, or subsequent breach, or of any other term, covenant, or condition contained in the Lease.

30. EFFECT OF TENANT'S HOLDING OVER.

Any holding over after the expiration of the term of this Lease, with consent of Landlord, shall be construed to be a tenancy from month to month, at the same monthly rent as required to be paid by Tenant for the period immediately prior to the expiration of the term of this Lease, and shall otherwise be on the terms and conditions specified in this Lease, so far as applicable.

31. PARTIES BOUND.

The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this Lease. All of the parties to this Lease shall be jointly and severally liable under the Lease.

32. FLORIDA LAW

This Lease will be governed by the laws of the State of Florida, as to both interpretations and performance, with venue lying in Broward County, Florida.

33. TIME OF THE ESSENCE.

Time is of the essence of this Lease and of every covenant, term, condition, and provision of this Lease.

34. SECTION CAPTIONS.

The headings and captions contained in this Lease Agreement are inserted for convenience only and are not to be deemed part of or to be used in construing this Lease Agreement.

35. ENTIRE AGREEMENT.

This Lease Agreement, including the exhibits referred to herein, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Lease Agreement may be modified only by a written agreement signed by the parties hereto.

Executed on _____, 2019.

"LANDLORD"

Witnesses:

Marsha Carmichael

Print Name: Marsha Carmichael

Jena Valentine

Print Name: Jena Valentine

Old Towne Flagler, LLC

By: [Signature]

Christopher J. Brown

By: [Signature]

Kim Briesemeister

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me on this 10th day of January, 2014, by Kim Briesemeister and Christopher J. Brown. Whom are personally known to me or whom has produced (type of identification) as identification.

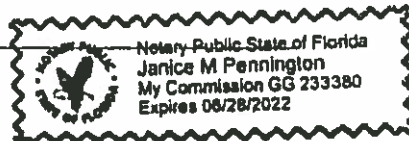
NOTARY'S SEAL:

Janice M. Pennington

NOTARY PUBLIC, STATE OF Florida

Janice M. Pennington
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number



"CRA"

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

Rex Hardin, Chairman

Print Name: _____

Print Name: _____

By: _____

Gregory P. Harrison, Executive Director

ATTEST:

Print Name: _____

Marsha Carmichael, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by REX HARDIN as Chair, GREGORY P. HARRISON as Executive Director and MARSHA CARMICHAEL as Secretary of the Pompano Beach Community Redevelopment Agency, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

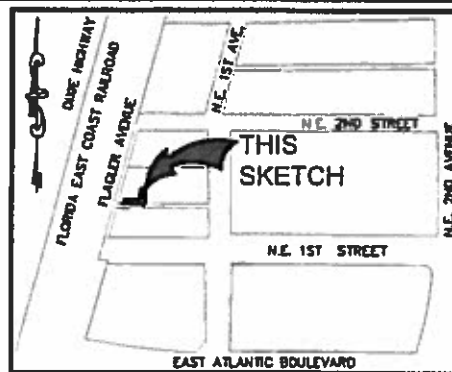
EXHIBIT A

LEGAL DESCRIPTION:

A PORTION OF LOT 9, RE-SUBDIVISION OF LOT 15 OF SUBDIVISION OF SEC. 35 T.48.S. R.42E., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK B, PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THAT N.E. CORNER OF LOT 8 OF SAID PLAT; THENCE SOUTH 88°56'30" WEST, ALONG THE NORTH LINE OF SAID LOT 8, 5.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.E. 1st AVENUE AS SHOWN ON THE CITY OF POMPANO BEACH RIGHT OF WAY MAP NO. 74, S ½ OF S.E. ¼, SEC. 35, TWP. 48 S., R. 42 E., DATED 4/26/71; THENCE SOUTH 01°10'38" EAST, ALONG SAID WEST RIGHT OF WAY LINE, 200.28 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THAT 10.00 FOOT ALLEY AS SHOWN ON SAID CITY RIGHT OF WAY MAP, ALSO BEING THE SOUTH LINE OF SAID LOT 9; THENCE SOUTH 88°56'30" WEST, ALONG SAID SOUTH LOT LINE, 110.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 88°56'30" WEST, 117.70 FEET; THENCE NORTH 13°35'48" EAST, 12.67 FEET TO THE SOUTH FACE OF A BUILDING; THENCE NORTH 89°45'43" EAST, ALONG SAID BUILDING FACE, 100.60 FEET TO THE EAST FACE OF SAID BUILDING; THENCE NORTH 01°27'26" WEST, ALONG SAID BUILDING FACE, 39.25 FEET; THENCE NORTH 88°56'30" EAST, 14.06 FEET; THENCE SOUTH 01°11'46" EAST, 50.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 1,879 SQUARE FEET (0.043 ACRES) MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

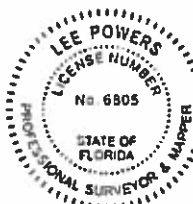
1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 88°56'30" WEST ALONG THE NORTH LINE OF LOT 8, RE-SUBDIVISION OF LOT 15 OF SUBDIVISION OF SEC. 35 T.48S. R.42E., AS RECORDED IN PLAT BOOK B, ON PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=50' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JULY 2, 2018 MEETS THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS APPLICABLE TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6805
STATE OF FLORIDA



Digitally signed
by Lee Powers
Date:
2018.07.03
15:54:35 -04'00'

SKETCH & DESCRIPTION

A PORTION OF LOT 9,
RE-SUBDIVISION OF LOT 15 OF
SUBDIVISION OF SEC. 35 T.48S.
R.42E., P.B. B, PG. 76, M.D.C.R.

POMPANO BEACH, BROWARD COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.
consulting engineers

301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 758-3400 FAX (954) 758-3500
EMAIL: mlp@keith-associates.com LB NO 6860

SHEET 1 OF 2

DRAWING NO. 1000130-SKETCH & DESCRIPTION CH.DWG

DATE 7/2/18

SCALE 1"=50'

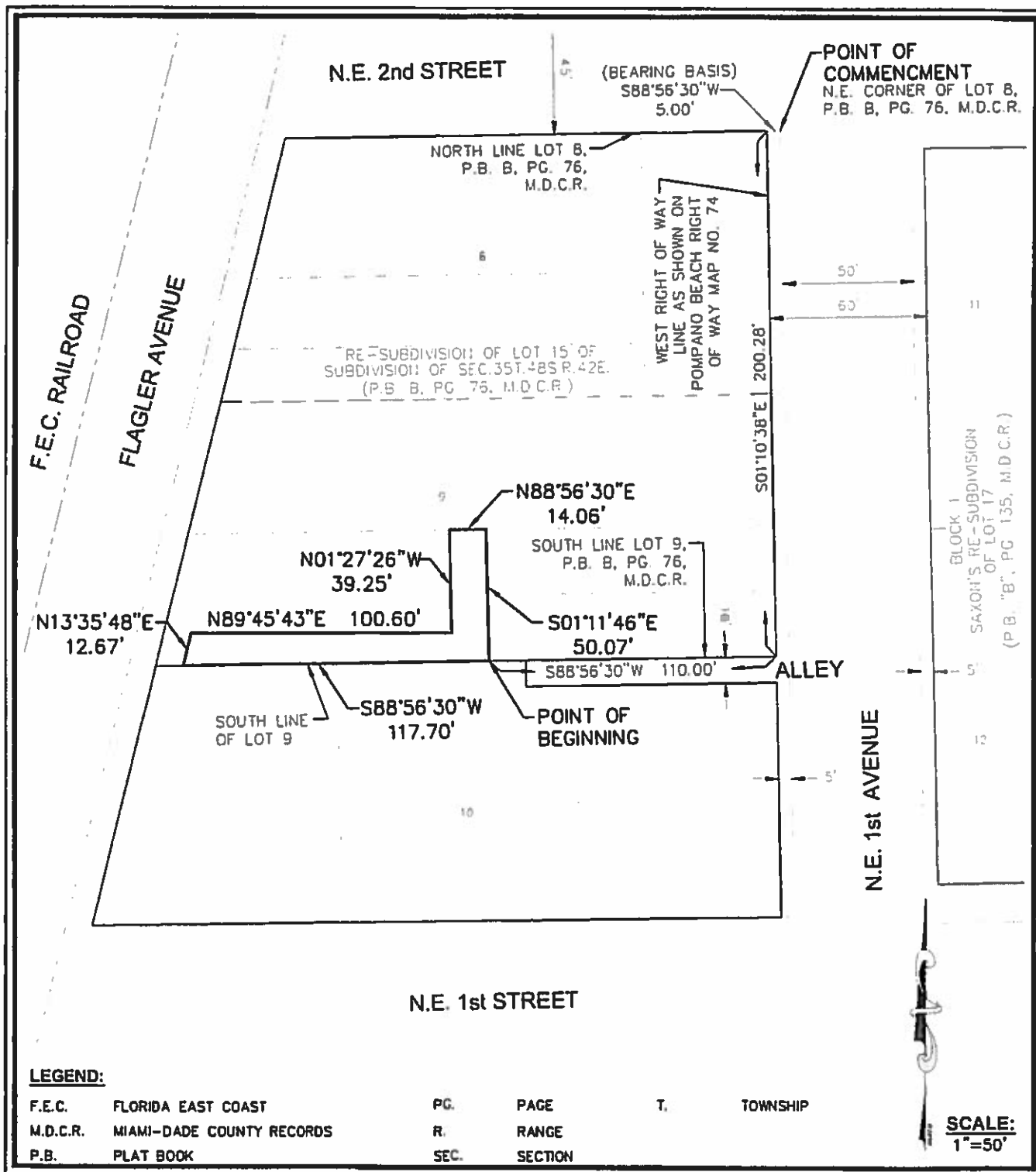
FIELD BK. N/A

DWNG. BY DDB

CHK. BY LP

DATE REVISIONS

DATE	REVISIONS



SKETCH & DESCRIPTION

A PORTION OF LOT 9,
RE-SUBDIVISION OF LOT 15 OF
SUBDIVISION OF SEC. 35 T.48S.
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POMPANO BEACH, FLORIDA 33060-6643
(954) 785-3400 FAX (954) 785-3500
EMAIL: me@keith-associates.com LB NO 6660

SHEET 2 OF 2

DRAWING NO. 1000130-SKETCH & DESCRIPTION 01.DWG

DATE 7/2/18

SCALE 1"=50'

FIELD BK. N/A

DWNG. BY DDB

CHK. BY LP

DATE REVISIONS

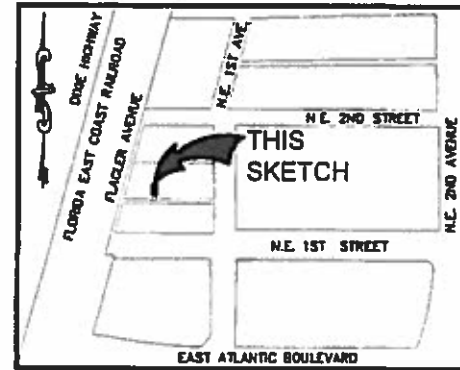
EXHIBIT B

LEGAL DESCRIPTION:

A PORTION OF LOT 9, RE-SUBDIVISION OF LOT 15 OF SUBDIVISION OF SEC. 35 T.48.S. R.42E., ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THAT N.E. CORNER OF LOT 8 OF SAID PLAT; THENCE SOUTH 88°56'30" WEST, ALONG THE NORTH LINE OF SAID LOT 8, 5.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF N.E. 1st AVENUE AS SHOWN ON THE CITY OF POMPAÑO BEACH RIGHT OF WAY MAP NO. 74, S. $\frac{1}{2}$ OF S.E. $\frac{1}{4}$, SEC. 35, TWP. 48 S., R. 42 E., DATED 4/26/71; THENCE SOUTH 01°10'38" EAST, ALONG SAID WEST RIGHT OF WAY LINE, 100.14 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 9; THENCE SOUTH 88°56'30" WEST, ALONG SAID NORTH LINE, 105.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°10'37" EAST, 50.07 FEET; THENCE SOUTH 88°56'30" WEST, 16.45 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST FACE OF A BUILDING; THENCE NORTH 00°37'29" WEST, ALONG SAID EAST FACE AND IT'S SOUTHERLY EXTENSION, 50.07 FEET; THENCE NORTH 88°56'30" EAST, 15.97 FEET TO THE POINT OF BEGINNING

SAID LANDS LYING IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAINING 812 SQUARE FEET (0.019 ACRES) MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

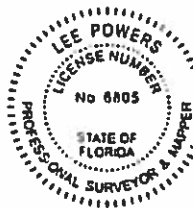
1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#5860.
3. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 88°56'30" WEST ALONG THE NORTH LINE OF LOT 8, RE-SUBDIVISION OF LOT 15 OF SUBDIVISION OF SEC. 35 T.48S. R.43E., AS RECORDED IN PLAT BOOK 8, ON PAGE 76, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"=50' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JULY 2, 2018 MEETS THE STANDARDS OF PRACTICE PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AS APPLICABLE TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

LEE POWERS
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION No. 6805
STATE OF FLORIDA



Digitally signed
by Lee Powers
Date:
2018.07.03
15:54:18 -04'00'

SKETCH & DESCRIPTION

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RE-SUBDIVISION OF LOT 15 OF
SUBDIVISION OF SEC. 35 T.48S.
R.42E., P.B. 8, PG. 76, M.D.C.R.

POMPANO BEACH, BROWARD COUNTY, FLORIDA



331 EAST ATLANTIC BOULEVARD
POMPAHO BEACH, FLORIDA 33060-6643
(954) 788-1400 FAX (954) 788-3500
EMAIL: info@lsh-associates.com LS NO 6550

SHEET 1 OF 2

DRAWING NO. 10230.10-SECTION 4 DESCRIPTION (3.000)

DATE 7/2/18

SCALE 1"=50'

FIELD BK. N/A

DWNG. BY DOB

CHK. BY LP

DATE	REVISIONS

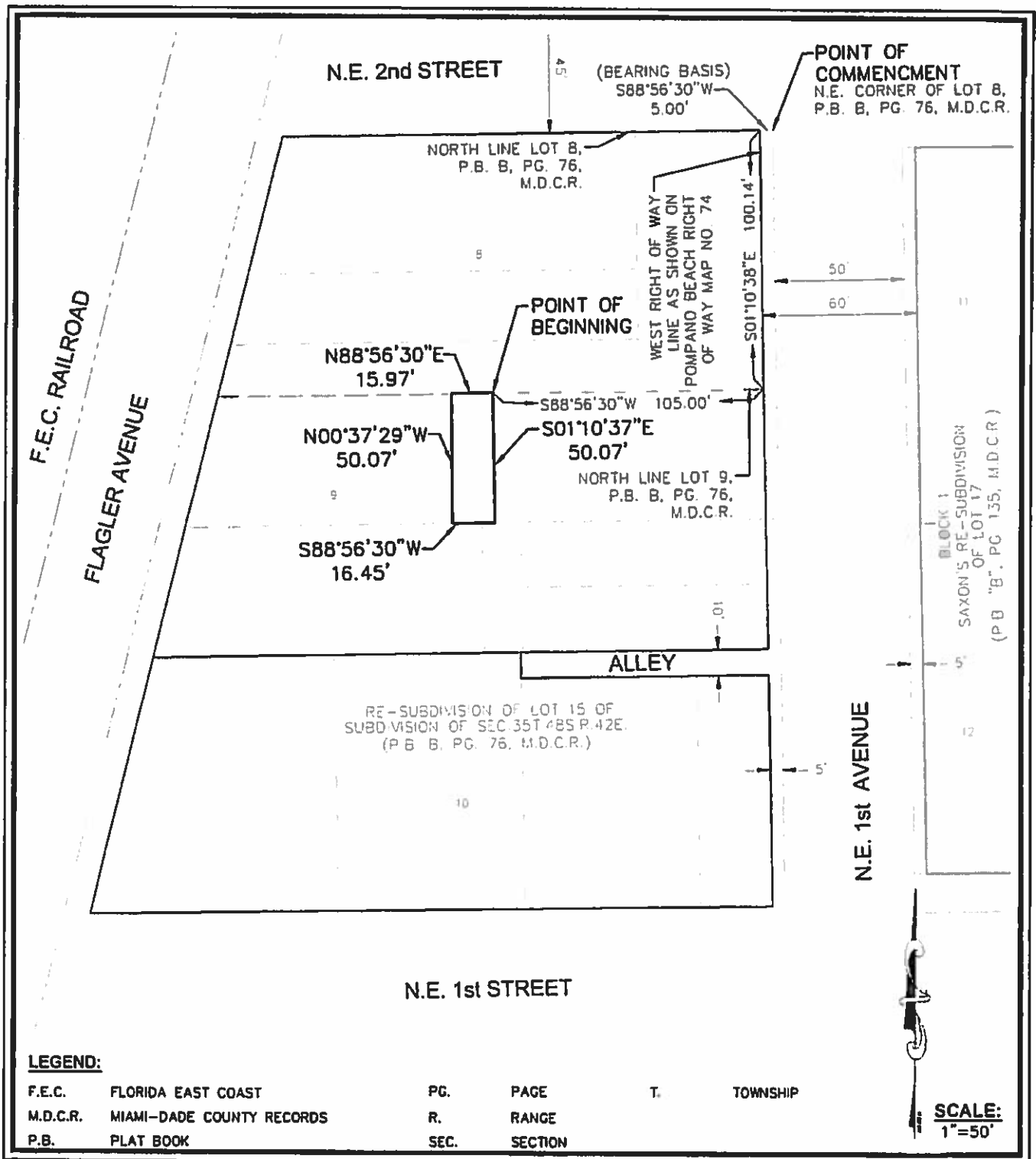
[illegible]

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[illegible]

Year	Percentage of Population Aged 65 and Over
1950	7%
1960	10%
1970	12%
1980	14%
1990	16%
2000	18%
2020	20%

[illegible]



SKETCH & DESCRIPTION

A PORTION OF LOT 9,
RE-SUBDIVISION OF LOT 15 OF
SUBDIVISION OF SEC. 35 T.48S.
R.42E., P.B. B, PG. 76, M.D.C.R.

POMPAHO BEACH, BROWARD COUNTY, FLORIDA

KEITH
ASSOCIATES, INC.
consulting engineers

301 EAST ATLANTIC BOULEVARD
POMPAHO BEACH, FLORIDA 33060-6643
(954) 766-3400 FAX (954) 766-3500
EMAIL: mkeith@keith-associates.com LB NO. 6850

SHEET 2 OF 2

DRAWING NO. 10000-10000-10000-10000

DATE 7/2/18

SCALE 1"=50'

FIELD BK. N/A

DWG. BY DDB

CHK. BY LP

DATE

REVISIONS
