

MIAMI TOWER
SUITE 1200
100 SOUTHEAST 2ND STREET
MIAMI, FLORIDA 33131-2158
305 347 4040
305 347 4050 FAX



www.lashgoldberg.com

SENDER'S E-MAIL: jfineberg@lashgoldberg.com
REPLY TO WESTON OFFICE

2500 WESTON ROAD
SUITE 103
WESTON, FLORIDA 33331
954 384 2500
954 384 2510 FAX

September 15, 2014

Via Email and U.S. Mail

carlos@stofft.com

Carlos Linares, Architect
Randall Stofft, Architects
42 N. Swinton Avenue
Delray Beach, FL 33444

Re: Vizcaya at Palm Aire Association, Inc.

Dear Mr. Linares:

This firm represents Vizcaya at Palm Aire Association, Inc. (the "Association"). As you know, the Association is a closed, private and gated community.

We understand that you are the architect for the development on the parcel to the west of the Association, previously referred to as Parcel IV. In that regard, enclosed please find a copy of the Agreed Order on Motion to Enforce Settlement Agreement, arising out of prior litigation regarding Parcel IV and other properties. The document was recorded in the Public Records at OR Book 29256, Page 1037. Although there are other provisions and documents that may bear on the development of Parcel IV, we call your attention to paragraph 6 of the Settlement Agreement, which expressly states that "no right of ingress or egress exists for vehicular or pedestrian traffic by and between the [Association] property and [Parcel IV]" with the exception of emergency/utility vehicles. The document was subsequently modified in July 2001, but paragraph 6 was not amended. *See* Public Records at OR Book 33828, Page 481.

We further understand that you are preparing plans for the development of Parcel IV, and that you are contemplating access by and through the Association's property. The Association has historically and repeatedly objected to any attempts by the developer of Parcel IV to any access to the Association's property. The Association maintains those objections today, and will not consent to or agree to any attempt at affording access to the Association's property. To the extent your plans contemplate any such access, we demand that you modify the plans accordingly. The Association reserves all of its rights in law and in equity to protect its interests in this regard, all of which are expressly reserved.

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PZ21-12000003

10/5/2021

Carlos Linares, Architect

September 15, 2014

Page 2

Should you have any questions or wish to discuss this, please do not hesitate to contact me. Thank you.

Very truly yours,

LASH & GOLDBERG

Justin C. Fineberg

Justin C. Fineberg

Enclosure

cc: Lee Corson, President of the Association (w/enclosure)

BANK OF AMERICA TOWER
SUITE 1200
100 SOUTHEAST 2ND STREET
MIAMI, FLORIDA 33131-2158
305 347 4040 – 305 347 4050 FAX

LASH & GOLDBERG LLP
ATTORNEYS AT LAW
www.lashgoldberg.com

WESTON CORPORATE CENTER I
SUITE 103
2500 WESTON ROAD
WESTON, FLORIDA 33331
954 384 2500 – 954 384 2500 FAX
AAC
33284-12008003
10/5/2021

VIZCAYA AT PALM-AIRE ASSOCIATION,
INC , a Florida corporation,

Plaintiff

vs

RITA TRONCO, EDWARD TRONCO,
PETER ALBERT, and
VIZCAYA ON THE GREEN, INC ,
a Florida corporation

Defendants

IN THE CIRCUIT COURT FOR THE
17th JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA
CASE NO. 97-018425 CACE (25)

**AGREED ORDER ON PLAINTIFF'S MOTION TO ENFORCE
SETTLEMENT AGREEMENT AS TO DEFENDANTS RITA TRONCO,
EDWARD TRONCO AND VIZCAYA ON THE GREEN, INC.;**
DEFENDANTS' RENEWED MOTION TO DISSOLVE LIS PENDENS AND
DEFENDANTS' RITA TRONCO, EDWARD TRONCO AND VIZCAYA ON
THE GREEN, INC. MOTION FOR SUMMARY JUDGMENT

THIS CAUSE having come to be heard on the above referenced Motions, and the Court having heard arguments of counsel, accepted testimony and other evidence, being otherwise advised in the Premises and having been informed of the agreement of the above referenced parties, it is hereupon

ORDERED AND ADJUDGED that said Motions be and same are hereby ruled as follows

1 Plaintiff's Motion to Enforce Settlement Agreement is hereby granted as to Defendants Rita Tronco, Edward Tronco and Vizcaya on the Green The Settlement Agreement, in the form attached hereto as Exhibit A, is hereby ratified as to these Defendants ("Settlement Agreement") All references to Defendant, Peter Albert, as contained in the Settlement Agreement and/or its Exhibits are hereby specifically and explicitly deleted and of no force and effect as against

Peter Albert

2 Vizcaya on the Green, Inc has authority to enter into the Settlement Agreement

3 Each party listed in paragraph 1 is to bear its own attorneys' fees and costs

4 Defendants' Renewed Motion to Dissolve Lis Pendens is rendered moot by the Settlement Agreement.

5 Defendants', Rita Tronco, Edward Tronco and Vizcaya on the Green, Inc , Motion for Summary Judgment is rendered moot by the Settlement Agreement

DONE AND ORDERED in Chambers, at Fort Lauderdale, Broward County, Florida this day of February, 1999

FEB 04 1999

CIRCUIT COURT JUDGE

GEORGE A. BRESCHER

copies furnished

James C Pilkey, Esq , 305 S E 18th Court, Fort Lauderdale, Florida, 33316,
Harold Bofshever, Esq , Stein, Rosenberg & Winikoff, P A , 4875 N Federal
Highway, 7th Floor, Fort Lauderdale, Florida 33308, William R Clayton,
Esq , Fowler, White, Burnett, Hurley, Banick & Strickroot, 100 S E 2nd St ,
17th Floor, Miami, Florida 33131, Allyson D Goodwin, Esq , Kopelowitz,
Saavedra & Pelosi, 312 S E 17th Street, 2nd Floor, Ft Lauderdale, Florida
33316



SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") entered into this 17 day of April, 1998, by and between VISCAYA AT PALM-AIRE ASSOCIATION, INC. ("Plaintiff") and VISCAYA ON THE GREEN, INC., RITA TRONCO, EDWARD TRONCO and PETER ALBERT (collectively the "Defendants").

RECITALS

A. Plaintiff is the condominium association responsible for the administration and maintenance of "Viscaya at Palm-Aire", a multi-phased development located in Pompano Beach, Florida and originally planned for condominium ownership ("Viscaya"). Presently two (2) phases of Viscaya and the recreation area have been developed upon the real property described on Exhibit "A" attached hereto and made part hereof (the "Phase I Property", "Phase II Property" and "Recreation Area", respectively, and hereinafter collectively referred to as the "Condominium Property").

B. Viscaya on the Green, Inc. has acquired the two remaining phases of Viscaya, as more particularly described in Exhibit "B" and "C" attached hereto (the "Phase III Property" and "Phase IV Property", respectively, and hereinafter jointly referred to as the "Defendants' Property").

C. Disputes have arisen regarding the ownership and use rights in and to portions of Viscaya, which disputes have resulted in Plaintiff commencing a lawsuit against Defendants in the Circuit Court of Broward County, Florida under Case No. 97-014425 (the

*Exhibit C
for signature
Rita Tronco
Edward Tronco
Peter Albert*



*Approved Subject to delivery of
deed & funds & Recording of Agreement
by Kersh & Attorney for Association
Plaintiff*

04/17/98 FRI 14.23 [TX/RX NO 8789]

EXHIBIT "C"

AAC

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10/5/2021

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"Lawsuit").

D. Plaintiff and Defendants have agreed to settle the Lawsuit by the granting of certain easement rights and agreeing upon certain land use restrictions and conveyances, all as hereinafter set forth.

NOW, THEREFORE, in consideration for the undertakings hereinafter set forth the parties agree as follows:

1. Use of Phase III Property. The Phase III Property shall be developed by Vizcaya on the Green, Inc., its successors and assigns ("Developer") as a luxury ten (10) homesite single-family community, consistent with the zoning and land use requirements of the City of Pompano Beach (the "City") substantially in accordance with the development order and site plan approved by the City and attached hereto as Exhibit "D" and made part hereof (the "Phase III Site Plan").

2. Use of Phase IV Property. The Phase IV Property shall be developed by Developer for multi-family use, in accordance with the RM45 zoning classification of the City. The Association waives any rights to object to such use, however, nothing herein shall constitute a waiver or consent by the Plaintiff to any exceptions or variances which the Developer may seek from the City in connection with such development.

3. Existing Encroachments. The parties acknowledge that a portion of the paved driveway, parking areas and landscaping areas presently being used by the Plaintiff encroach upon the Defendants' Property. These areas of encroachment are more particularly

described in legal descriptions attached as Exhibit "E" hereto and made a part hereof (the "Easement Areas").

4. Grant of Easement. Vizcaya on the Green, Inc. hereby grants for the benefit of the Condominium Property, Plaintiff, its members, guests and invitees, a permanent non-exclusive easement for vehicular and pedestrian traffic over, across and upon the Easement Areas.

5. Treatment of Existing Hedges. Subject to the following provisions of this Paragraph 5, the Developer and any successor owner of the Defendants' Property shall be jointly and severally responsible for the maintenance and replacement of the existing hedges in Phase III Property and Phase IV Property and any replacements thereof in a first class manner consistent with their present height and appearance or otherwise consistent with the overall appearance of Vizcaya. Contemporaneously with the commencement of improvements requiring the tearing up of the blacktop within the Easement Area in Phase III Property, Developer shall cause the existing hedges within Phase III Property to be relocated along and within the westerly boundary line of the Phase III Property, substantially as shown on the Site Plan, at Developer's expense. Contemporaneously with the commencement of improvements requiring the removal of any portion of the existing hedges within the Easement Area in Phase IV Property, Developer shall cause these hedges to be relocated just outside of the Easement Area contiguous to the westerly and southerly boundaries of the Easement Area within the Phase IV Property, at Developer's

expense. In lieu of relocating the existing hedges, Developer shall be deemed to have complied with the landscaping provisions of this Paragraph if, contemporaneously with the removal thereof, (a) as to the Phase III Property, it installs and thereafter maintains landscaping consistent the requirements of the City, as shown on the Site Plan for Phase III Property, and (b) as to Phase IV Property, it installs and thereafter maintains landscaping consistent with a development order issued by the City for Phase IV Property. Nothing herein, however, shall be construed as consent to reduce the width or length or to relocate the existing roadways within the Easement Areas.

6. Restrictions on Access. Provisions of the Declaration for Vizcaya at Palm-Aire recorded in Official Records Book 13632, Page 907, of the Public Records of Broward County, Florida or any other document to the contrary notwithstanding, and unless expressly provided in the Settlement Agreement to the contrary, the parties hereto agree that no right of ingress or egress exists for vehicular or pedestrian traffic by and between the Condominium Property and the Defendants' Property except for fire trucks, ambulances or other emergency vehicles and utility service company vehicles, including but not limited to FP&L and Southern Bell personnel and vehicles. Nothing herein shall preclude the Plaintiff from granting individual unit owners and/or occupants of Phase III Property a right of access to the pool and clubhouse facilities located within the Condominium Property upon payment of a membership fee or other fee as shall be offered by or agreed upon

by Plaintiff from time to time, at its sole and absolute discretion in writing. Nothing herein shall preclude Plaintiff and Developer from entering into an agreement in recordable form which shall provide for the following:

(A) Permanent non-exclusive use for the benefit of the owners and occupants of the Phase IV Property in and to the entranceway, driveway, pool area and clubhouse located upon the Condominium Property;

(B) The sharing of the Common Area Expenses (as hereinafter defined) on a pro rata basis based upon the number of dwelling units located on the Condominium Property (100 units) and the other number of dwelling units located upon the Phase IV Property (as evidenced by the issuance of certificates of occupancy). For example, in the event 50 dwelling units are located on Phase IV Property, the Phase IV Property would pay 50/150 or one-third of the Common Area Expenses and the Condominium Property would pay 100/150 or two-thirds.

(C) Lien rights in favor of the Plaintiff and against the Phase IV Property and its dwelling unit owners to assure collection of the pro rata share of Common Area Expenses on a quarterly or monthly basis, consistent with the budgetary and assessment practices for common expenses in effect by the Plaintiff.

(D) Such other provisions as the parties may agree upon to effectively implement the intent of the parties.

For purposes of this Settlement Agreement "Common Area

Expenses" shall mean those regular and extraordinary expenses incurred by the Association in connection with the maintenance, repair, utilities, irrigation supplies, insurance and taxes, and replacement of the Common Areas. The term "Common Areas" shall mean all improvements comprising the recreation building and pool area, entranceway (including security personnel), driveways, landscaping and boundary fence along West Palm Aire Drive.

7. Sewer Systems. The parties acknowledge that when development of Vizcaya commenced, sewer lines were installed which were designed to service all of Vizcaya and, as a result, Developer may choose to connect to these sewer lines when developing the Phase III Property and Phase IV Property. Accordingly, reciprocal easements are hereby granted by the Association and Vizcaya on the Green, Inc. to allow for the maintenance, repair and replacement of sewer lines over and across those portions of Vizcaya owned by them as may be necessary to assure the proper operation of the sewer lines for the benefit of all dwelling units now or hereafter located at Vizcaya. Any expenses incurred in connection with the maintenance, repair and replacement of these sewer lines shall be borne, pro rata, by each of the dwelling units now or hereafter located at Vizcaya, based upon the number of dwelling units existing or planned for each phase at Vizcaya upon site plan approval for each phase; to wit, Phase I Property--50 units; Phase II Property--50 units; Phase III Property--10 units and Phase IV Property--the number of units approved by the development order or similar document from the City. Plaintiff is hereby authorized to

assess each of the phases of Vizcaya for its pro rata share of such expenses and to exercise lien rights against any phase in the event payment is not made within fifteen (15) days from notice of such assessment, as a Common Area Expense.

8. Conveyance of Excess Property. In consideration for the sum of \$10,000 delivered by Defendants herewith and made payable to Harvey Kopelowitz, P. A. Trust Account, receipt of which is hereby acknowledged, Plaintiff has delivered herewith a quit claim deed for a portion of the Phase I Property more particularly described in Exhibit "F" attached hereto and made a part hereof (the "Triangular Parcel") to Vizcaya on the Green, Inc. as grantee.

9. Authority. Vizcaya on the Green, Inc. and the Plaintiff represent to one another that the signatories hereto have duly authorized to enter into this Settlement Agreement and that no further consents or approvals are required for this Agreement to be binding upon them.

10. Dismissal and Releases. The Lawsuit shall be dismissed of record with prejudice and all parties to the Lawsuit and their officers and directors shall be released of any further claims in connection therewith. The Plaintiff and Defendants have executed and delivered the dismissal and release documents attached hereto as Exhibit "G" and made a part hereof. Defendants shall cause the original documents to be filed with the Court.

11. Professional Fees. Plaintiff and Defendants shall be responsible for paying their own attorneys' and other professional fees and costs incurred in connection with the Lawsuit and this

Settlement Agreement. The surveying fees incurred in connection with the preparation of the legal descriptions for the Easement Areas shall be paid by Plaintiff and Defendant, each one-half. As an offset for paid utility bills by the Plaintiff, however, Plaintiff's share of the survey bills shall be capped at \$250.00.

12. Entire Agreement. This Settlement Agreement constitutes the entire Agreement had between the parties and shall not be modified except by written instrument signed by the parties hereto.

13. Parties Bound. This Agreement shall be binding upon the parties hereto, their grantees, successors, assigns, owners and lessees and shall be deemed to be covenants running with the land comprising Vizcaya. Any homeowners or condominium association formed to administer the Phase III Property, Phase IV Property, the Triangular Parcel or any portion thereof shall also be bound by the terms hereof as fully as though they were signatories hereto. In the event of a dispute, including but not limited to injunctive relief to enforce the provisions hereof, the prevailing party shall be entitled to recover reasonable attorneys fees and costs at the trial and appellate levels.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

WITNESSES:

VIZCAYA AT PALM-AIRE
ASSOCIATION, INC.

By: _____



VIZCAYA ON THE GREEN, INC.

By: Rita Tronco, DIRECTOR

RITA TRONCO

EDWARD TRONCO

PETER ALBERT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by _____, of Vizcaya at Palm-Aire Association, Inc., who is personally known to me or who has produced a Florida driver's license as identification and who did not take an oath.

Notary Public

My Commission Expires: _____

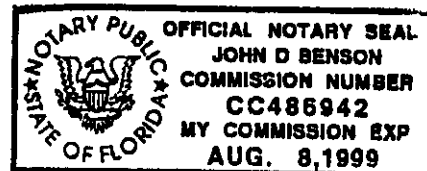
State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 17 day of April, 1998, by Rita Tronco, Dir., of Vizcaya on the Green, Inc., who is personally known to me or who has produced a Florida driver's license as identification and who did not take an oath.

Notary Public

My Commission Expires: _____

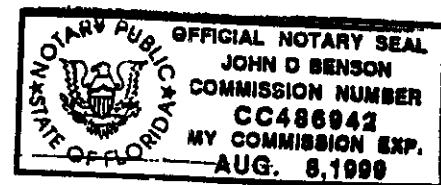
State of Florida
County of Broward



The foregoing instrument was acknowledged before me this 17 day of April, 1998, by Rita Tronco, who is personally known to me or who has produced a Florida driver's license as identification and who did not take an oath.

Notary Public

My Commission Expires: _____

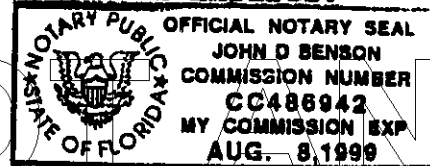


State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 17
day of April, 1998, by Edward Tronco, who is personally known to me
or who has produced a Florida driver's license as identification
and who did not take an oath.


Notary Public
My Commission Expires:

State of Florida
County of Broward



The foregoing instrument was acknowledged before me this 17
day of April, 1998, by Peter Albert, who is personally known to me
or who has produced a Florida driver's license as identification
and who did not take an oath.


Notary Public
My Commission Expires:

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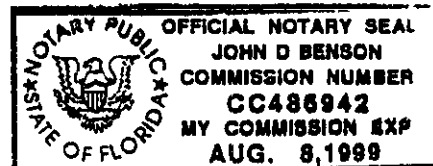


EXHIBIT A
RECREATION AREA

That portion of Parcel No. 1, according to the plat of Palm Aire Cypress Course Estates 3rd Section, as recorded in Plat Book 108 at Page 48 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeasterly corner of said Parcel No. 1; thence along the Northerly boundary of said Parcel No. 1, on the arc of a curve to the right, having a radius of 540 feet and a central angle of 9 degree 26'04" run Northwesterly 88.92 feet to a point of tangency; thence run N.58 degree 35'26" West 259.49 ft. along said Northerly boundary being the tangent extended, to a point of curvature of a curve to the left; thence along said Northerly boundary on the arc of said curve to the left, having a radius of 1360 ft. and a central angle of 19 degree 54'13" run Northwesterly 472.44 ft. to the Point of Beginning; thence continue Northwesterly 122.61 ft. along said Northerly boundary on the arc of said curve to the left, having a radius of 1360 ft. and a central angle of 5 degree 09'56" to a point of tangency; thence run N.83 degree 39'35" W. 85.50 ft. along said Northerly boundary being the tangent extended; thence run S. 6 degree 20' 25" West 32.61 ft. to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 50 ft. and a central angle of 21 degree 05' 57" run Southerly 18.41 ft. to a point of tangency; thence run S.14 degree 45' 32" E. 104.36 ft. along the tangent extended; thence run N. 75 degree 14' 28" E. 116.75 ft.; thence run S.68 degree 21'35" E. 29.19 ft.; thence run N. 51 degree 38'25" E. 45.35 ft.; thence run N. 8 degree 21'35" W. 26.89 ft.; thence run N. 11 degree 30'21" E. 50.42 ft. to the Point of Beginning.

Said lands situate in the City of Pompano Beach, Broward County, Florida, and containing 0.5371 acres, more or less

By: Winningham & Lively, Inc.
1040 N.E. 45th Street
Ft. Lauderdale, Florida

AAC

EXHIBIT B
PHASE PROPERTY III

That portion of Parcel No. 1, according to the plat of Palm Aire Cypress Course Estates 3rd Section, as recorded in Plat Book 108 at Page 48 of the Public Records of Broward County, Florida, described as follows:

Beginning at the Northeasterly corner of said Parcel No. 1; thence along the Northerly boundary of said Parcel No. 1, being on the arc of a curve running Northwesterly to the right, having a radius of 540 feet and a central angle of $9^{\circ}26'04''$, run Northwesterly 88.92 feet, to a point of tangency; thence run North $58^{\circ}35'26''$ West 259.49 feet along said Northerly boundary, being the tangent extended, to a point of curvature of a curve to the left; thence along said Northerly boundary on the arc of said curve to the left, having a radius of 1360 feet and a central angle of $5^{\circ}22'10''$, run Northwesterly 127.45 feet; thence run South $26^{\circ}02'24''$ West 29.66 feet along a line radial to the last described curve; thence run South $72^{\circ}49'30''$ West 193.04 feet; thence run South $81^{\circ}38'25''$ West 18.32 feet; thence run South $8^{\circ}21'35''$ East 64 feet; thence run North $81^{\circ}38'25''$ East 23.26 feet; thence run North $72^{\circ}49'30''$ East 9.13 feet; thence run South $8^{\circ}21'35''$ East 37.40 feet; thence run North $67^{\circ}38'05''$ East 10.58 feet; thence run South $12^{\circ}46'03''$ East 115.83 feet, to an intersection with the Southerly boundary of said Parcel No. 1; thence run North $81^{\circ}38'25''$ East 327.05 feet along said Southerly boundary, to a point of intersection; thence run South $82^{\circ}05'34''$ East 210.73 feet, to the Southeasterly corner of said Parcel No. 1; thence run North $21^{\circ}58'30''$ East 37.29 feet along the Easterly boundary of said Parcel No. 1, to the Point of Beginning.

Said lands situate in the City of Pompano Beach, Broward County, Florida, and containing 2.2134 acres, more or less.

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34554
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10/5/2021

EXHIBIT C
PHASE IV PROPERTY

That portion of Parcel No. 1, according to the plat of Palm Aire Cypress Course Estates 3rd Section, as recorded in Plat Book 108 at Page 48 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Southeasterly corner of said Parcel No. 1; thence run North 82 degree 05' 34" West (on an assumed bearing) 210.73 feet along the Southerly boundary of said Parcel No. 1, to a point of intersection; thence run South 81 degree 38' 25" West 672.06 feet along said Southerly boundary, to a point of curvature of a curve to the right; thence along said Southerly boundary, on the arc of said curve to the right, having a radius of 1225.21 feet and a central angle of 16 degree 08' 24", run Westerly 345.14 feet, to the Point of Beginning; thence continue Northwesternly 343.54 feet along said Southerly boundary on the arc of said curve to the right, having a radius of 1225.21 feet and a central angle of 16 degree 03' 55", to the Southwesterly corner of said Parcel No. 1, being a point of intersection with the arc of a curve running Northeasterly to the right, a radial at said point bearing South 75 degree 56' 43" East; thence along the Westerly boundary of said Parcel No. 1, on the arc of said curve to the right, having a radius of 2400 feet and a central angle of 5 degree 03' 54", run Northwesternly 212.16 feet; thence run South 73 degree 53' 45" East 20.02 feet; thence run South 7 degree 46' 22" West 147.90 feet, to the Point of Beginning.

Said lands situate in the City of Pompano Beach, Broward County, Florida, and containing 1.6297 acres, more or less.

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PZ21-12000003
10/5/2021

Attention: John Benson

JAN-15-98 THU 8:50 AM CITY OF POMPANO BEACH FAX NO. 954 786 4666

P. 1

DEVELOPMENT ORDER
(PRA No. 9706482)

A DEVELOPMENT ORDER ISSUED BY THE CHAIRMAN OF THE
DEVELOPMENT REVIEW COMMITTEE, CITY OF POMPANO BEACH,
BROWARD COUNTY, FLORIDA, PURSUANT TO
SECTION 157.05, CODE OF ORDINANCES; APPROVING
THE APPLICATION FOR DEVELOPMENT PERMIT FOR
TEN SINGLE-FAMILY HOMES.

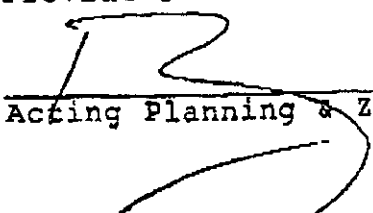
WHEREAS, Section 157.05(B), Code of Ordinances, defines the project
referenced above as a Minor Review;

WHEREAS, the application for development permit complies with the applicable
standards and minimum requirements of this code;

WHEREAS, copies of the survey and final site plan are attached hereto as
Exhibits "A" and "B" respectively and are incorporated herein by reference as set forth
in full

The Application for Development Permit is hereby approved by the
Acting Planning and Zoning Director as Chairman of the Development Review
Committee, with the following conditions:

- 1) Each home must be individually metered.
- 2) All utilities must fall within utility easements.
- 3) 20' access drive required to all lots.
- 4) Fire Dept. turnarounds required at both ends of drive.
- 5) Front entry/exit drives to provide 14' clear between curbs.
- 6) Provide 50' outside turn radius at exit drive from both direction


Acting Planning & Zoning Director

1/7/98
D

NOTE: Either part or all of this
document submitted for recording is
not clear and/or legible at time
of recording for imaging purposes

AAC

PZ21-12000003
10/5/2021

BK29256161053

EXHIBIT E
EASEMENT AREAS

DESCRIPTION

That portion of Parcel No. 1, according to the plat of PALM AIRE CYPRESS COURSE ESTATES 3RD SECTION, as recorded in Plat Book 108 at Page 48 of the Public Records of Broward County, Florida, described as follows

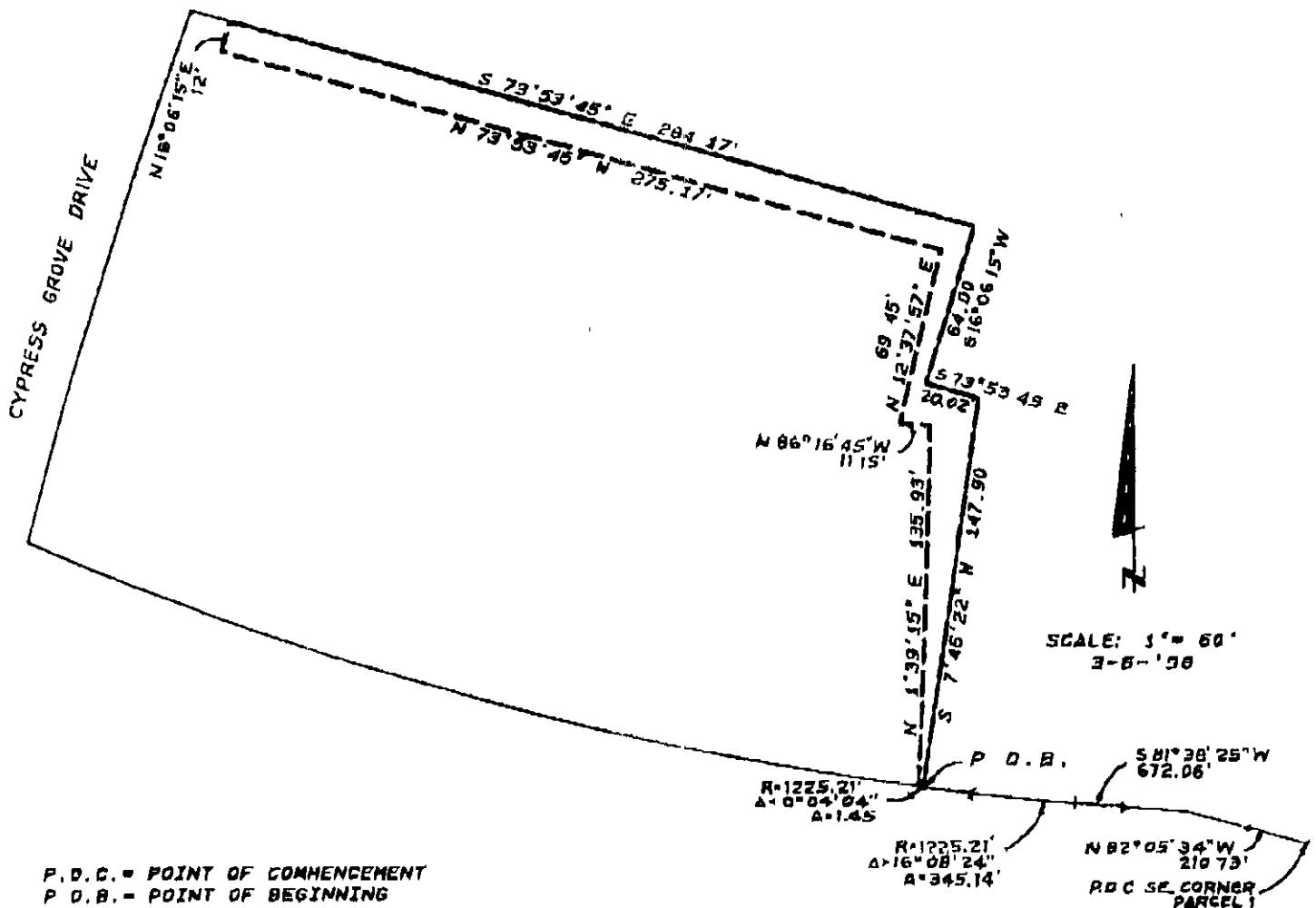
Commencing at the Southeasterly corner of said Parcel No. 1, thence run North 82°05'34" West 210.73 feet along the Southerly boundary of said Parcel No. 1 to a point of intersection; thence run South 81°38'25" West 672.06 feet along said Southerly boundary to a point of curvature of a curve to the right; thence along said Southerly boundary on the arc of said curve to the right, having a radius of 1225.21 feet and a central angle of 16°08'24", run Westerly 345.14 feet to the Point of Beginning, thence continue Westerly 1.45 feet along said Southerly boundary on the arc of said curve to the right, having a radius of 1225.21 feet and a central angle of 00°04'04"; thence run North 01°39'15" East 135.93 feet; thence run North 86°16'45" West 11.15 feet, thence run North 12°37'57" East 69.45 feet, thence run North 73°53'45" West 275.17 feet; thence run North 16°06'15" East 12 feet, thence run South 73°53'45" East 284.17 feet; thence run South 16°06'15" West 64 feet, thence run South 73°53'45" East 20.02 feet; thence run South 07°46'22" West 147.90 feet to the Point of Beginning

Said lands situate in the City of Pompano Beach, Broward County, Florida.

C.C. WINNINGHAM CORPORATION - L.B. # 46
1040 NORTH EAST 45TH STREET
OAKLAND PARK, FLORIDA 33334

BY.

Charlie C. Winningham II
Charlie C. Winningham II - PSM #1580



NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

26/98 THU 11:03 [T/R NO 51]

43664
AAC

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10/5/2021

20292561054

EX29256761055

EXHIBIT E
 EASEMENT AREAS
 DESCRIPTION

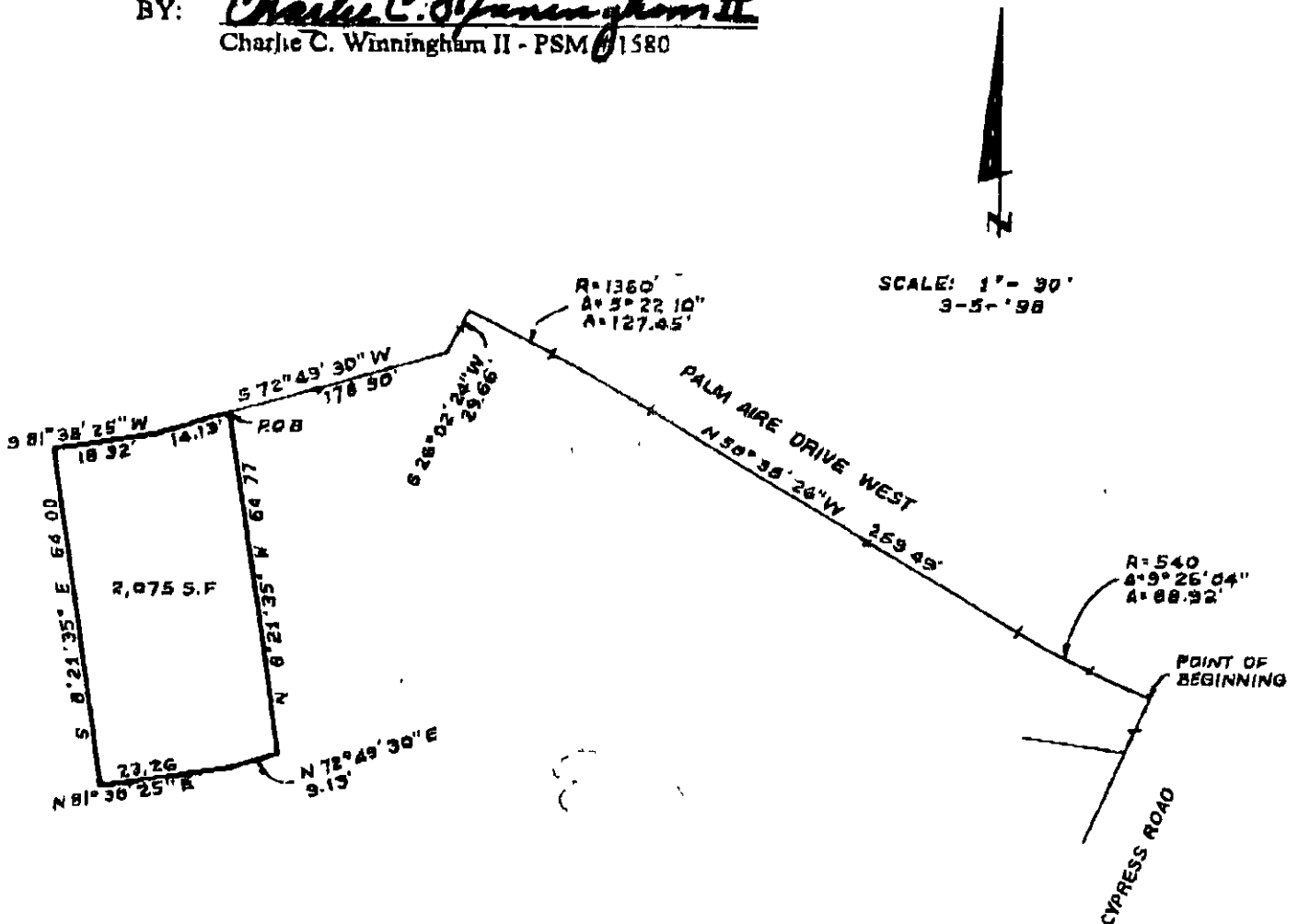
That portion of Parcel No. 1, according to the plat of PALM AIRE CYPRESS COURSE ESTATES 3RD SECTION, as recorded in Plat Book 108 at Page 48 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeasterly corner of said Parcel No. 1; thence along the Northerly boundary of said Parcel No. 1 being on the arc of a curve running Northwesterly to the right, having a radius of 540 feet and a central angle of 09°26'04", run Northwesterly 88.92 feet to a point of tangency, thence run North 58°35'26" West 259.49 feet along said Northerly boundary being the tangent extended to a point of curvature of a curve to the left; thence along said Northerly boundary on the arc of said curve to the left, having a radius of 1360 feet and a central angle of 05°22'10", run Northwesterly 127.45 feet; thence run South 26°02'24" West 29.66 feet; thence run South 72°49'30" West 178.90 feet to the Point of Beginning; thence continue South 72°49'30" West 14.13 feet; thence run South 81°38'25" West 18.32 feet; thence run South 08°21'35" East 64 feet; thence run North 81°38'25" East 23.26 feet; thence run North 72°49'30" East 9.13 feet; thence run North 08°21'35" West 64.77 feet to the Point of Beginning.

Said lands situate in the City of Pompano Beach, Broward County, Florida and containing 2075 square feet, more or less.

C.C. WINNINGHAM CORPORATION - LB # 46
 1040 NORTH EAST 45TH STREET
 OAKLAND PARK, FLORIDA 33334

BY: Charlie C. Winningham II
 Charlie C. Winningham II - PSM 1580



NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

43662

03/20/88 THU 11:03 [TX/X 0 85.01]

AAC

PZ21-12000003
 10/5/2021

OK 29256 Pg 1056

EXHIBIT F
TRIANGULAR PARCEL

DESCRIPTION

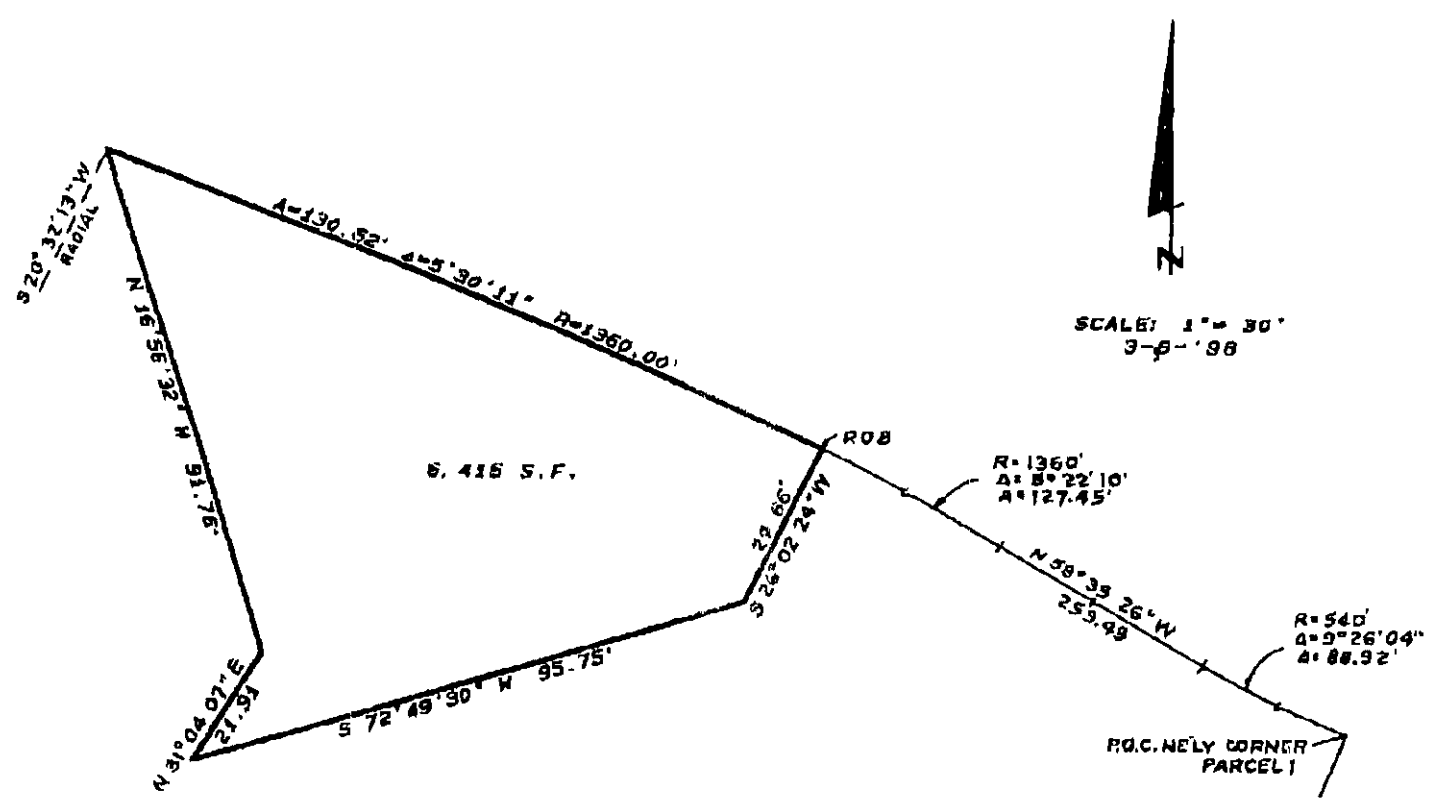
That portion of Parcel No. 1, according to the plat of PALM AIRE CYPRESS COURSE ESTATES 3RD SECTION, as recorded in Plat Book 108 at Page 48 of the Public Records of Broward County, Florida, described as follows:

Commencing at the Northeasterly corner of said Parcel No. 1, thence along the Northerly boundary of said Parcel No. 1, being on the arc of a curve running Northwesterly to the right, having a radius of 540 feet and a central angle of 09°26'04", run Northwesterly 88.92 feet to a point of tangency, thence run North 58°35'26" West 259.49 feet along said Northerly boundary being the tangent extended to a point of curvature of a curve to the left, thence along said Northerly boundary, on the arc of said curve to the left, having a radius of 1360 feet and a central angle of 05°22'10", run Northwesterly 127.45 feet to the Point of Beginning; thence run South 26°02'24" West 29.66 feet; thence run South 72°49'30" West 95.75 feet; thence run North 31°04'07" East 21.91 feet; thence run North 16°56'32" West 91.76 feet to a point of intersection with the arc of a curve running Southeasterly to the right, a radial at said point bearing South 20°32'13" West, thence along the arc of said curve to the right (also forming said Northerly boundary of Parcel No. 1), having a radius of 1360 feet and a central angle of 05°30'11", run Southeasterly 130.62 feet to the Point of Beginning.

Said lands situate in the City of Pompano Beach, Broward County, Florida and containing 6415 square feet, more or less

C.C. WINNINGHAM CORPORATION - LB # 46
1040 NORTH EAST 45TH STREET
OAKLAND PARK, FLORIDA 33334

BY: *Charlie C. Winningham II*
Charlie C. Winningham II - PSM #1680



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

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[0018 ON XR/XL] 00:01 QM 06/01/00

04/15/98 15:27 ANASTASIOU + 9549281672

NO. 216 003

EXHIBIT G

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO. CACE-97-018425-25

VIZCAYA AT PALM-AIRE ASSOCIATION,
INC., a Florida Corporation,

Plaintiff

vs.

RITA TRONCO, EDWARD TRONCO,
PETER ALBERT, and
VIZCAYA ON THE GREEN, INC.,
a Florida Corporation,

Defendants.

JOINT STIPULATION OF SETTLEMENT

The Plaintiff, Vizcaya at Palm-Aire Association, Inc., through its attorney, and Defendants, Rita Tronco, Edward Tronco, Peter Albert and Vizcaya On The Green, Inc., through their attorney hereby stipulate and agree as follows:

1. Plaintiff and Defendant agree that this is a contested matter and that by entering into this stipulation neither admits liability.
2. To resolve their differences the parties have entered into an agreement (attached as Exhibit A) in full settlement of all claims.
3. Having reached the attached agreement the parties stipulate that this lawsuit should be dismissed with prejudice and the lis pendens recorded December 11, 1997 at O.R. Book 27398 should be terminated and cancelled. Each party shall bear its own fees and costs.

WHEREFORE, the parties agree that this case should be dismissed with prejudice.

JAMES C. PILKEY, FBN 310099
Attorney for Defendants
LAW OFFICES OF JAMES C. PILKEY
305 S.E. 18th Court
Fort Lauderdale, Florida 33316
(954) 525-9401

HARVEY G. KOPELOWITZ, FBN 119405
Attorney for Plaintiff
KOPELOWITZ, SAAVEDRA & PELOSI
312 Southeast 17th Street - 2nd Floor
Fort Lauderdale, Florida 33316
(954) 767-6333

NOTE: Either part or all of this
document submitted for recording is
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of recording for imaging purposes

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PZ21-12000003
10/5/2021

EX 29256761057

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

VIZCAYA AT PALM-AIRE ASSOCIATION, INC., first party, for and in consideration of the settlement agreement ("Settlement Agreement"), between VIZCAYA AT PALM-AIRE ASSOCIATION, INC., and RITA TRONCO, EDWARD TRONCO, PETER ALBERT and VIZCAYA ON THE GREEN, INC., in Case No. 97-018425-25 presently pending in the Circuit Court, and other valuable considerations, received from or on behalf of RITA TRONCO, EDWARD TRONCO, PETER ALBERT and VIZCAYA ON THE GREEN, INC., second party, the receipt whereof is hereby acknowledged

HEREBY remises, releases, acquits, satisfies, and forever discharges the said second party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents

EXHIBIT G

NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

AAC

PZ21-12000003
10/5/2021

OK 29255 PG 1059

IN WITNESS WHEREOF, the first party has hereunto set its hand and seal this _____ day of _____, 1998.

Signed, sealed and delivered in presence of:

WITNESS VIZCAYA AT PALM-AIRE ASSOCIATION, INC.
By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for the State of Florida, and as such an officer duly authorized therein to take acknowledgments, personally appeared _____ who is personally known to me or has produced _____ as identification and represented to me to be the _____ of Vizcaya at Palm-Aire Association, Inc., and to be the person described in and who executed the foregoing instrument on behalf of the said corporation and that he/she acknowledged executing the same freely and voluntarily under authority duly vested in him/her by the said corporation in his/her capacity as _____ of the said corporation and on behalf of the said corporation.

WITNESS my hand and official seal this _____ day of _____, 1998.

Signature Of Notary Public

Name Of Notary Public
(typed, printed or stamped)

My Commission Expires: _____
Serial or Commission Number, if any _____

a /vzcaso/palm air

NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

AAC

PZ21-12000003
10/5/2021

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

VIZCAYA ON THE GREEN, INC., first party, for and in consideration of the settlement agreement ("Settlement Agreement"), between **VIZCAYA AT PALM-AIRE ASSOCIATION, INC.,** and **RITA TRONCO, EDWARD TRONCO, PETER ALBERT** and **VIZCAYA ON THE GREEN, INC.,** in Case No. 97-018425-25 presently pending in the Circuit Court, and other valuable considerations, received from or on behalf of **VIZCAYA AT PALM-AIRE ASSOCIATION, INC.,** second party, the receipt whereof is hereby acknowledged.

HEREBY remises, releases, acquits, satisfies, and forever discharges the said second party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents

EXHIBIT G

NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

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10/5/2021

[3528 ON XR/XL] 60'91 DEM 80/91/70
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04/15/98 15:29 ANASTASIOU → 9549281672

NO. 216 009

EXHIBIT G

IN WITNESS WHEREOF, the first party has hereunto set its hand and seal this _____

day of _____, 1998.

Signed, sealed and delivered in presence of:

VIZCAYA ON THE GREEN, INC.

WITNESS

By: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, a Notary Public in and for the State of Florida, and as such an officer duly authorized therein to take acknowledgments, personally appeared _____ who is personally known to me or has produced _____ as identification and represented to me to be the _____ of Vizcaya On The Green, Inc., and to be the person described in and who executed the foregoing instrument on behalf of the said corporation and that he/she acknowledged executing the same freely and voluntarily under authority duly vested in him/her by the said corporation in his/her capacity as _____ of the said corporation and on behalf of the said corporation.

WITNESS my hand and official seal this _____ day of _____, 1998.

Signature Of Notary Public

Name Of Notary Public
(typed, printed or stamped)

My Commission Expires. _____
Serial or Commission Number, if any

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NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

AAC

PZ21-12000003
10/5/2021

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[7728 ON XR/XI] 80:91 DEM 86/81/80

04/15/98

15:29

ANASTASIOU - 9549281672

NO. 216 018

BK29255161062

GENERAL RELEASE**KNOW ALL MEN BY THESE PRESENTS:**

RITA TRONCO, first party, for and in consideration of the settlement agreement ("Settlement Agreement"), between **VIZCAYA AT PALM-AIRE ASSOCIATION, INC.**, and **RITA TRONCO, EDWARD TRONCO, PETER ALBERT** and **VIZCAYA ON THE GREEN, INC.**, in Case No. 97-018425-25 presently pending in the Circuit Court, and other valuable considerations, received from or on behalf of **VIZCAYA AT PALM-AIRE ASSOCIATION, INC.**, second party, the receipt whereof is hereby acknowledged:

HEREBY remises, releases, acquits, satisfies, and forever discharges the said second party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

EXHIBIT G

NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

AACPZ21-12000003
10/5/2021

[8728 ON XH/XL] 08:01 PM 88/91/90

04/15/98

15:29

ANASTASIOU + 9549281672

NO. 215

011

0K292561063

IN WITNESS WHEREOF, the first party has hereunto set its hand and seal this _____

day of _____, 1998.

Signed, sealed and delivered in presence of:

WITNESS

RITA TRONCO

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by RITA TRONCO who is personally known to me or who has produced _____ as identification.

Signature Of Notary Public

Name Of Notary Public
(typed, printed or stamped)

My Commission Expires: _____
Serial or Commission Number, if any _____

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NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

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PZ21-12000003
10/5/2021

04/15/98 15:29 [TX/RX] 86/91/90

Received: 4/15/98 2:53PM; 7085233064 ** J D TITLE, INC., #12
04/15/98 15:29 ANASTASION + 9549281672

NO. 216 D12

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

EDWARD TRONCO, first party, for and in consideration of the settlement agreement ("Settlement Agreement"), between **VIZCAYA AT PALM-AIRE ASSOCIATION, INC.**, and **RITA TRONCO, EDWARD TRONCO, PETER ALBERT** and **VIZCAYA ON THE GREEN, INC.**, in Case No 97-018425-25 presently pending in the Circuit Court, and other valuable considerations, received from or on behalf of **VIZCAYA AT PALM-AIRE ASSOCIATION, INC.**, second party, the receipt whereof is hereby acknowledged:

HEREBY remises, releases, acquits, satisfies, and forever discharges the said second party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

EXHIBIT G

NOTE Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

AAC

PZ21-12000003
10/5/2021

HK29255PG1064

IN WITNESS WHEREOF, the first party has hereunto set its hand and seal this _____ day of _____, 1998.

Signed, sealed and delivered in presence of:

WITNESS

EDWARD TRONCO

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1998, by EDWARD TRONCO who is personally known to me or who has produced _____ as identification.

Signature Of Notary Public

Name Of Notary Public
(typed, printed or stamped)

My Commission Expires: _____
Serial or Commission Number, if any

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NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

AAC

PZ21-12000003
10/5/2021

OK 29256 PG 1065

[04/15/98 ON XR/XL] 00:01 AM 86/01/40
Received 1/18/00 2:00PM 306522054 -> J D TITLE INC; #14
04/15/98 15:30 ANASTASIOU + 9549241672

NO. 216 014

GENERAL RELEASE**KNOW ALL MEN BY THESE PRESENTS:**

PETER ALBERT, first party, for and in consideration of the settlement agreement ("Settlement Agreement"), between **VIZCAYA AT PALM-AIRE ASSOCIATION, INC.**, and **RITA TRONCO, EDWARD TRONCO, PETER ALBERT and VIZCAYA ON THE GREEN, INC.**, in Case No. 97-018425-25 presently pending in the Circuit Court, and other valuable considerations, received from or on behalf of **VIZCAYA AT PALM-AIRE ASSOCIATION, INC.**, second party, the receipt whereof is hereby acknowledged:

HEREBY remises, releases, acquits, satisfies, and forever discharges the said second party, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialities, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

EXHIBIT G

NOTE: Either part or all of this document submitted for recording is not clear and/or legible at time of recording for imaging purposes

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10/5/2021

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0085228954 -- J D TITLE, INC. #18

04/15/98

15:30

ANASTASIAN 7 9549781672

017 017

0X29256FG1067

IN WITNESS WHEREOF, the first party has hereunto set its hand and seal this _____ day of _____, 1998.

Signed, sealed and delivered in presence of

WITNESS

PETER ALBERT

STATE OF FLORIDA
COUNTY OF _____

This foregoing instrument was acknowledged before me this _____ day of _____, 1998, by PETER ALBERT who is personally known to me or who has produced _____ as identification.

Signature Of Notary Public

Name Of Notary Public
(typed, printed or stamped)

My Commission Expires: _____
Serial or Commission Number, if any

0-120000003

RECORDED
0-120000003
10/5/2021

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

AAC

PZ21-12000003
10/5/2021