

**AMENDMENT TO SETTLEMENT AGREEMENT
BETWEEN BROWARD COUNTY
AND NORTH SPRINGS IMPROVEMENT DISTRICT**

This Amendment to Settlement Agreement ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida (the "County") and North Springs Improvement District ("NSID") (the County and NSID collectively referred to herein as the "Parties").

A. On or about March 18, 2016, NSID and the County entered into a Settlement Agreement (the "Settlement Agreement").

B. Paragraph 2.6 of the Settlement Agreement provides that NSID will transfer to the County ownership of certain property more particularly described therein.

C. The Parties wish to amend and modify Paragraph 2.6 in accordance with the terms and conditions set forth below.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.1 Paragraph 2.6 of the Settlement Agreement currently provides:

Within thirty (30) days of the Effective Date of this Settlement Agreement, NSID will transfer, by warranty deed recorded in the public records of Broward County, ownership of Hillsboro Boulevard/County Line Road west of Nob Hill Road (Sta. 100+00 (Nob Hill Road) to Sta. 24+75 (western termination of the road) as shown on the County Line Road West PH-1 and PH-2 Paving, Grading and Drainage Construction Plans)¹ to the County. The Parties will cooperate in any ancillary actions necessary to effectuate the transfer. The County anticipates that the costs to repair the road amounts to approximately \$330,000.00. Within fifteen (15) days of the recording of the warranty deed to the road, NSID will pay the County \$330,000.00. The Parties agree that this amount is fair and reasonable, regardless of whether the actual cost to repair the road exceeds \$330,000.00 or is ultimately less than that amount.

1.2 Paragraph 2.6 of the Settlement Agreement is hereby deleted in its entirety and the following Paragraph 2.6 (including subparts) is hereby substituted in its place:

2.6(a) Within forty five (45) days of the Effective Date of this Amendment, NSID will transfer to the County, by special warranty deed recorded in the public records of Broward County, ownership of the property described in the attached Exhibit "A".

¹ The exact station locations will be confirmed by the County once the County receives roadway as built from NSID, and may change accordingly without any requirement to amend this Settlement Agreement.

2.6(b) Within 45 days of the Effective Date of this Amendment, NSID will deliver to the County the Agreement for Temporary Traffic Easement ("Easement") executed by WCI Communities, LLC ("WCI"), attached as Exhibit "B", which will be recorded in the public records of Broward County. The County agrees that the Easement shall be terminated once the conditions of Exhibit "B"'s Paragraph 2 are satisfied, and further agrees to execute the Termination of Easement Agreement attached to Exhibit "B" at that time.

2.6(c) NSID shall ensure that the property described in Exhibit "C" is dedicated by plat to the County by WCI, in accordance with the approval of the County Commission (042-MP-15), and is scheduled to be recorded in 2017.

2.6(d) The Parties will cooperate in any ancillary actions necessary to effectuate the above transfers.

2.6(e) Within fifteen (15) days of the recording of the special warranty deed set forth in Section 2.6(a) above, NSID will pay the County \$330,000.00 for the estimated costs to repair the road. The Parties agree that this amount is fair and reasonable, regardless of whether the actual cost to repair the road exceeds \$330,000.00 or is ultimately less than that amount.

1.3 All terms and conditions of the Settlement Agreement shall remain in full force unless specifically modified by this Amendment or any future amendment executed in accordance with the terms and conditions of the Settlement Agreement.

1.4 This Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2016, and NORTH SPRINGS IMPROVEMENT DISTRICT, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
____ day of _____, 2016

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: Angela F. Benjamin 6/6/17
Angela F. Benjamin (Date)
Assistant County Attorney

By: Michael J. Kerr 6/6/17
Michael J. Kerr (Date)
Deputy County Attorney

NORTH SPRINGS IMPROVEMENT DISTRICT

ATTEST:

Ving Monte
SECRETARY

North Springs Improvement District

By: Mark Capwell

Mark Capwell
Print Name

President
Title

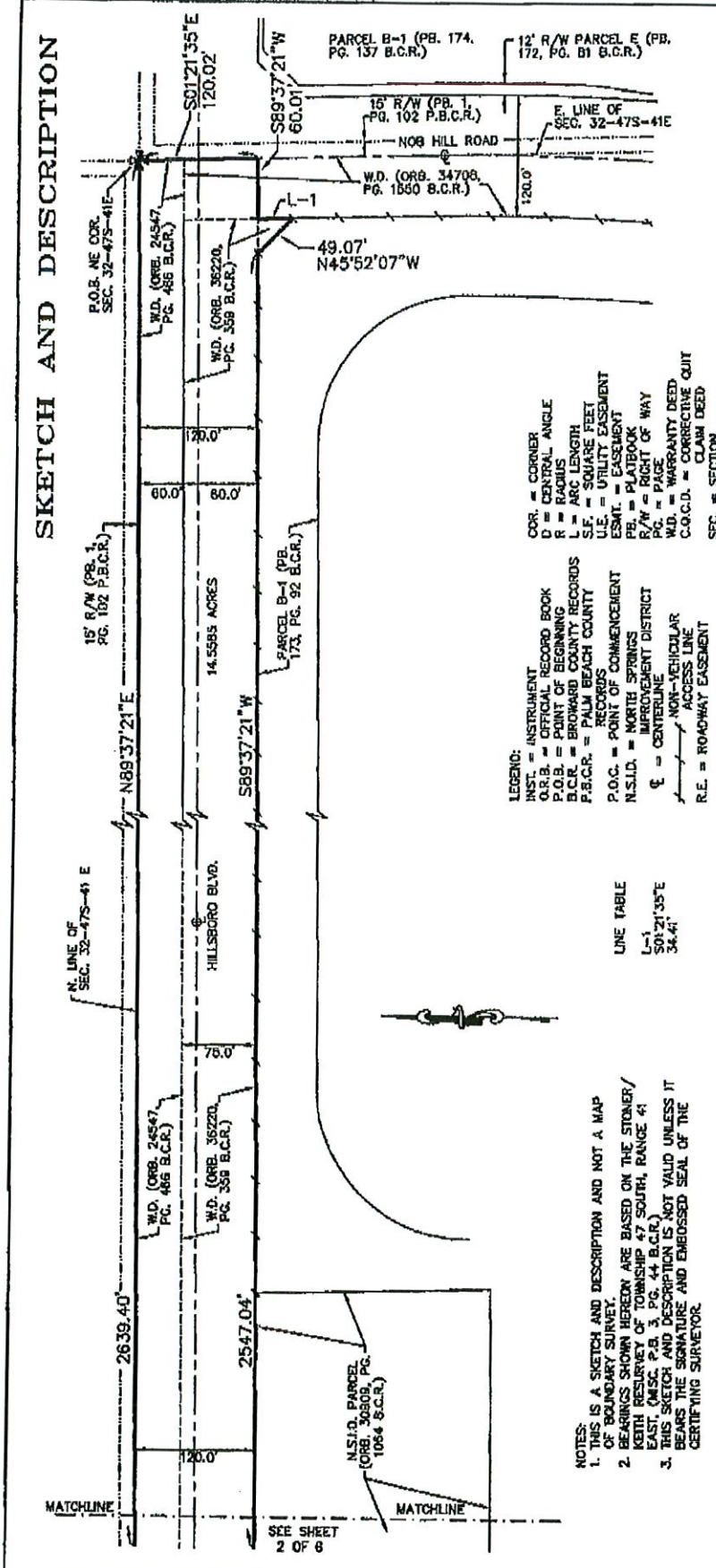
5th day of April 2017

Approved as to form by:

Swain Dyd
Counsel / Attorney

EXHIBIT A

SKETCH AND DESCRIPTION



LEGEND:
 INST. = INSTRUMENT
 O.R.B. = OFFICIAL RECORD BOOK
 P.O.B. = POINT OF BEGINNING
 B.C.R. = BROWARD COUNTY RECORDS
 P.B.C.R. = PALM BEACH COUNTY RECORDS
 P.O.C. = POINT OF COMMENCEMENT
 N.S.I.D. = NORTH SPRINGS IMPROVEMENT DISTRICT
 COR. = CORNER
 D = CENTRAL ANGLE
 R = RADIUS
 L = ARC LENGTH
 S.F. = SQUARE FEET
 U.E. = UTILITY EASEMENT
 ESM. = EASEMENT
 PL. = PLATBOOK
 R/W = RIGHT OF WAY
 PG. = PAGE
 W.D. = WARRANTY DEED
 C.O.C.D. = CORRECTIVE QUIT CLAIM DEED
 SEC. = SECTION
 R.E. = ROADWAY EASEMENT

LINE TABLE
 L-1
 S01°21'35"E
 34.41'

- NOTES:**
1. THIS IS A SKETCH AND DESCRIPTION AND NOT A MAP OF BOUNDARY SURVEY.
 2. BEARINGS SHOWN HEREON ARE BASED ON THE STONGER/KETHA RESURVEY OF TOWNSHIP 42 SOUTH, RANGE 41 EAST (M.S.C. PB. 3, PG. 41 B.C.R.).
 3. THIS SKETCH AND DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND EMBOSSED SEAL OF THE CERTIFYING SURVEYOR.

SCALE 1" = 120'		REVISIONS		DATE		BY		F.S./P.G.	
F.B./P.C.	FILE								
DRAWN BY	W.D./K								
EXTD BY	A.F.F.								
JOB NO.	16-30								
PAUL E. BURSHWIPER & ASSOCIATES, INC. 1001 N.W. 25th Street Coral Springs, FL 33065 P.O. BOX 783-8610 Broward County, FL 33448		REVISION DESCRIPTION REVISE DESCRIPTION AREA TO ACRES		11/5/15	W.D./K	FILE			
				4/27/16	W.D./K/A.F.F.	FILE			

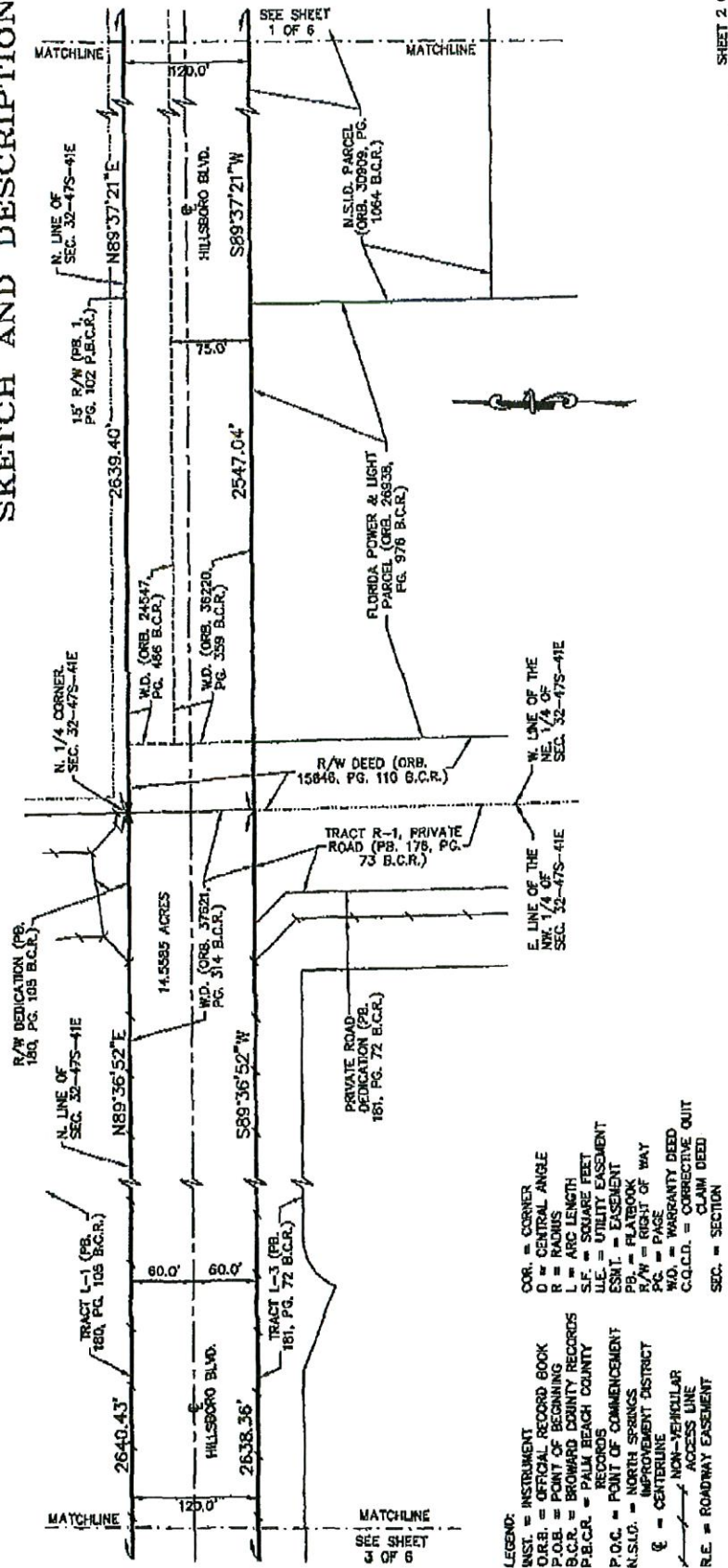
CONTRACTOR:
 I, SURVEYOR, HEREBY CERTIFY THAT THE ABOVE SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND ON OR ABOUT THE DATE OF THE SURVEY I WAS EMPLOYED BY THE SURVEYOR AS A PROFESSIONAL LAND SURVEYOR IN CHAPTER 463, PART 1, F.S., OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 492.007, FLORIDA STATUTES AS AMENDED.

DATE: 4/13/16

PAUL E. BURSHWIPER
 SURVEYOR
 FLORIDA REGISTRATION NO. 33840

NOTE:
 THE UNDERSIGNED, PAUL E. BURSHWIPER & ASSOCIATES, INC. HAVE NO REPRESENTATIONS OR WARRANTIES AS TO THE INFORMATION OR REVISIONS HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, OR OTHER INTERESTS IN THE PROPERTY DESCRIBED HEREON. THIS INSTRUMENT IS NOT INTENDED TO REPEAL OR SET ASIDE ANY SUCH INSTRUMENTS. SUCH INFORMATION SHOULD BE OBTAINED AND VERIFIED BY THE PARTY IN INTEREST. THE UNDERSIGNED AND ASSOCIATES MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OF ANY AND OR EASEMENTS OF RECORD.

SKETCH AND DESCRIPTION



- COR. = CORNER
 D = CENTRAL ANGLE
 R = RADIUS
 L = ARC LENGTH
 S.F. = SQUARE FEET
 U.E. = UTILITY EASEMENT
 ESM. = EASEMENT
 P.B. = PLATBOOK RECORDS
 R/W = RIGHT OF WAY
 P.C. = POINT OF COMMENCEMENT
 N.S.L.D. = NORTH SPRINGS IMPROVEMENT DISTRICT
 Ⓢ = CENTERLINE
 NON-VEHICULAR ACCESS LINE
 R.E. = ROADWAY EASEMENT
 SEC. = SECTION

SCALE	1" = 120'
P.L. & ASSOCIATES, INC.	FILE
10201 N.W. 25th Street	ORIGIN BY W.D.K.
PLM 15950 755-2210	CKD BY A.F.F.
PLM 15950 755-2613	JOB NO. 15-30
brw@plm.com	
DATE	REGIONS
BY	
FILE	
REVISION DESCRIPTION	
11/29/16	W.D.K.
4/27/16	W.D.K. A.F.F.
FILE	
REVISION DESCRIPTION AREA TO ADDRESS	
DATE	REGIONS
BY	
FILE	
REVISION DESCRIPTION	
11/29/16	W.D.K.
4/27/16	W.D.K. A.F.F.
FILE	
REVISION DESCRIPTION AREA TO ADDRESS	

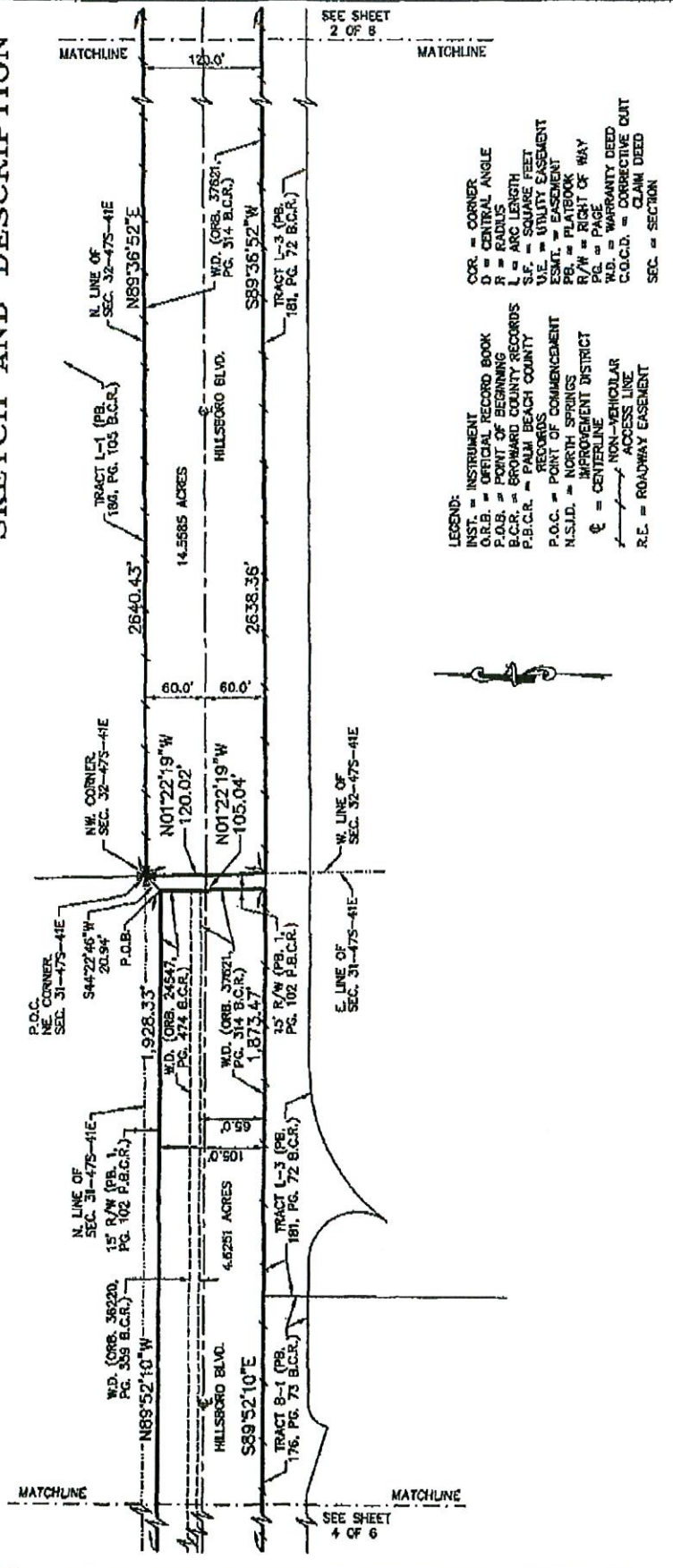
NOTE:
 THE UNDEVELOPED AND PAUL E. BREWER & ASSOCIATES, INC. MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE INFORMATION REFLECTED HEREON EXCEPT AS TO ACCURACY OF THE SURVEY. THIS INFORMATION IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSE. SUCH MATTERS SHOULD BE OBTAINED AND LAYED OUT BY PERSONS WHOSE NAMES ARE NOT ABSTRACTED FOR RIGHTS OF WAY AND OR EASEMENTS OF RECORD.

NOTES:
 1. THIS IS A SKETCH AND DESCRIPTION AND NOT A MAP OF BOUNDARY SURVEY.
 2. BEARINGS SHOWN HEREON ARE BASED ON THE STONER/BEATH RESURVEY OF TOWNSHIP 47 SOUTH, RANGE 41 EAST (MISC. P.B. 3, PG. 44 B.C.R.)
 3. THIS SKETCH AND DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND EMBOSSED SEAL OF THE CERTIFYING SURVEYOR.

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 R.E. = ROADWAY EASEMENT
 SEC. = SECTION

SCALE 1" = 120'
 P.L. & ASSOCIATES, INC.
 10201 N.W. 25th Street
 PLM 15950 755-2210
 PLM 15950 755-2613
 brw@plm.com

SKETCH AND DESCRIPTION



SEE SHEET
2 OF 8

SEE SHEET
4 OF 6

- LEGEND:**
- INST. = INSTRUMENT
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 - W.D. = WARRANTY DEED
 - C.O.C.D. = CORRECTIVE CUIT
 - SEC. = SECTION

SCALE	1" = 120'	DATE	BY	FILE
F.B./P.G.	FILE			
DRAWN BY	W.D.K.			
CRTD BY	A.F.F.			
JOB NO.	16-30			
REVISIONS				
REVISION DESCRIPTION				
REVISION AREA TO ACRES				
REVISION DATE				
REVISION FILE				
REVISION FILE				

NOTE: THE UNDERSIGNED AND PAUL E. BREWER & ASSOCIATES, INC. MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN, INCLUDING THE BEARING, DISTANCE, AREA, OR OTHER MATTERS SHOWN ON THIS INSTRUMENT. THIS INSTRUMENT IS NOT INTENDED TO RESTRICT OR LIMIT IN ANY MANNER THE RIGHTS OF ANY PARTY UNDER ANY OTHER INSTRUMENT. SUCH MATTERS SHOULD BE DETERMINED AND ADJUSTED BY THE PARTIES TO THE INSTRUMENT AND ON DOCUMENTS OF RECORD.

NOTES:

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- BEARINGS SHOWN HEREON ARE BASED ON THE STONEY/KEITH RESURVEY OF TOWNSHIP 47 SOUTH, RANGE 41 EAST, (MISC. P.B. 3, PG. 44 B.C.R.).
- THIS SKETCH AND DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND EMBOSSED SEAL OF THE CERTIFYING SURVEYOR.

PAUL E. BREWER & ASSOCIATES, INC.
 1001 N.W. 15th Street
 Fort Lauderdale, FL 33304
 P.O. Box 755-6870
 Fort Lauderdale, FL 33304
 Phone: (954) 732-9810
 Fax: (954) 732-9810
 brewer@paulb.com

SKETCH AND DESCRIPTION

DESCRIPTION:

A PORTION OF THE HILLSBORO BOULEVARD RIGHT OF WAY AS DESCRIBED IN THE WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOK 34708, PAGE 1550, THE WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOK 36220, PAGE 359, THE WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOK 24547, PAGE 486, THE WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOK 37621, PAGE 314, AND THE RIGHT OF WAY DEED AS RECORDED IN OFFICIAL RECORD BOOK 15846, PAGE 110 ALL BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 47 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA AS SHOWN ON THE STONER / KEITH RESURVEY OF A PORTION OF TOWNSHIP 47 SOUTH, RANGE 41 EAST, ALL OF TOWNSHIP 48 SOUTH, RANGE 41 EAST, AND ALL OF TOWNSHIP 49 SOUTH, RANGE 41 EAST AS RECORDED IN MISCELLANEOUS PLAT BOOK 3, PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE SOUTH 01°21'35" EAST, ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 120.02 FEET;

THENCE SOUTH 89°37'21" WEST, A DISTANCE OF 60.01 FEET;

THENCE SOUTH 01°21'35" EAST, A DISTANCE OF 34.41 FEET;

THENCE NORTH 45°52'07" WEST, A DISTANCE OF 49.07 FEET;

THENCE SOUTH 89°37'21" WEST, A DISTANCE OF 2,547.04 FEET;

THENCE SOUTH 89°36'52" WEST, A DISTANCE OF 2,638.36 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID SECTION 32;


THENCE NORTH 01°22'19" WEST, ALONG SAID WEST LINE OF SECTION 32, A DISTANCE OF 120.02 FEET TO THE NORTHWEST CORNER OF SAID SECTION 32;

THENCE NORTH 89°36'52" EAST, ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 2,640.43 FEET TO THE NORTH 1/4 CORNER OF SAID SECTION 32;

THENCE NORTH 89°37'21" EAST, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 32, A DISTANCE OF 2,639.40 FEET TO THE NORTHEAST CORNER OF SAID SECTION 32 AND THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 14.5585 ACRES MORE OR LESS.

SHEET 5 OF 6



PAUL E. BREWER & ASSOCIATES, INC.
 12321 N.W. 35th Street
 Coral Springs, FL 33065
 PH: (954) 753-5210
 FAX: (954) 753-9813
 brewer1@bellsouth.net

SCALE:	N/A	REVISIONS	DATE	BY	CKD	FB/PG
FB/PG:	N/A					
DRAWN BY:	W.D.K.					
CKD. BY:	A.F.F.					
JOB NO:	16-30	REVISE DESCRIPTION	11/8/16	W.D.K.	<i>[Signature]</i>	FILE
		REVISE DESCRIPTION AREA TO ACRES	4/27/18	W.D.K.	A.F.F.	FILE

SKETCH AND DESCRIPTION

TOGETHER WITH THE FOLLOWING:

A PORTION OF THE HILLSBORO BOULEVARD RIGHT OF WAY AS DESCRIBED IN THE WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOK 37621, PAGE 314, THE WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOK 24547, PAGE 474, AND THE WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOK 36220, PAGE 359, ALL BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 41 EAST, BROWARD COUNTY, FLORIDA AS SHOWN ON THE STONER / KEITH RESURVEY OF A PORTION OF TOWNSHIP 47 SOUTH, RANGE 41 EAST, ALL OF TOWNSHIP 48 SOUTH, RANGE 41 EAST, AND ALL OF TOWNSHIP 49 SOUTH, RANGE 41 EAST AS RECORDED IN MISCELLANEOUS PLAT BOOK 3, PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA;

THENCE SOUTH 44°22'46" WEST, A DISTANCE OF 20.94 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°52'10" WEST, A DISTANCE OF 1,928.33 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND TO SAID POINT A RADIAL LINE BEARS NORTH 76°54'44" WEST;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 83°25'25", AN ARC DISTANCE OF 131.04 FEET;

THENCE SOUTH 89°52'10" EAST, A DISTANCE OF 1,873.47 FEET;

THENCE NORTH 01°22'19" WEST, A DISTANCE OF 105.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 4.6251 ACRES MORE OR LESS.

SHEET 6 OF 6



**PAUL E. BREWER
& ASSOCIATES, INC.**
12321 N.W. 35th Street
Coral Springs, FL 33065
PH: (954) 753-5210
FAX: (954) 753-9813
brewer.in@bellsouth.net

SCALE:	N/A	REVISIONS	DATE	BY	CKD	FB/PG
FB/PG:	N/A					
DRAWN BY:	W.D.K.					
CKD. BY:	A.F.F.					
JOB NO:	16-30	REVISE DESCRIPTION	11/8/18	W.D.K.	<i>[Signature]</i>	FILE
		REVISE DESCRIPTION AREA TO ACRES	4/27/18	W.D.K.	A.F.F.	FILE

EXHIBIT B

Prepared by and return to:
Mark J. Lynn, Esq.
Greenspoon Marder, P.A.
200 E. Broward Blvd., Suite 1800
Fort Lauderdale, FL 33301

AGREEMENT FOR TEMPORARY TRAFFIC EASEMENT

This Agreement for Temporary Traffic Easement ("Agreement") is entered as of the _____ day of _____, 2016 by and between WCI COMMUNITIES, LLC, a Delaware limited liability company, whose mailing address is 24301 Walden Center Drive, Bonita Springs, FL 34134 ("WCI") and BROWARD COUNTY, a political subdivision of the State of Florida whose mailing address is _____ ("County") as follows:

WHEREAS, WCI is the owner of that certain real property more particularly described in Schedule 1, attached hereto and made a part hereof (the "Property"), which Property is a continuation of Hillsboro Boulevard in the City of Parkland, Florida and is the current terminus of Hillsboro Boulevard; and

WHEREAS, WCI is working with County to cause to be approved and constructed a traffic circle in a portion of Hillsboro Boulevard lying adjacent to the Property ("the Traffic Circle"); and

WHEREAS, in consideration of County's approval of the Traffic Circle, County has requested that while the Traffic Circle is under construction the Property be utilized as a means for vehicles to turn around at the terminus of Hillsboro Boulevard (the "Temporary Easement"), and WCI has agreed to provide a temporary easement for such a purpose, subject to the terms and conditions herein.

NOW, THEREFORE in consideration of the mutual benefits to be derived and other good and valuable consideration, WCI and County hereby agree as follows:

1. **Grant of Easement.** WCI hereby grants to County the Temporary Easement over the Property. WCI reserves unto itself, its heirs, successors, and assigns, the right to the continued free use and enjoyment of the Property, for any purposes which are not inconsistent with the rights granted herein unto County.

2. **Termination.** At such time as construction of the Traffic Circle is complete and approved by County, in its reasonable discretion, the County Administrator shall promptly execute and deliver to WCI a Termination of Easement to be recorded in the Public Records of the County, in the form attached hereto as Schedule 2 (the "Termination"). The recordation of the Termination shall be conclusive evidence that the Temporary Easement has been terminated and is of no further force or effect.

3. **Binding Effect.** The covenants contained in this Easement Agreement are not personal but shall run with the land and shall be binding upon and inure to the benefit of the

parties hereto and their respective heirs, personal representatives, transferees, successors or assigns.

4. **Agreement.** This Easement Agreement embodies and constitutes the entire understanding between the parties with respect to the matters contemplated herein and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

5. **Amendment.** This Agreement may not be modified, amended, or terminated without the prior written approval of WCI, its successors or assigns, and County.

6. **No Public Dedication.** The foregoing provisions are not intended, nor shall they be construed as creating any rights in and for the benefit of the general public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever.

7. **Captions.** The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of the provisions hereto.

8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 2016 and WCI, signing by and through its _____, duly authorized to execute same.

WCI

WITNESSES:

WCI COMMUNITIES, LLC, a Delaware limited liability company

Signature of Witness

By: _____

Name: _____

Title: _____

Print Name of Witness

Signature of Witness

Print Name of Witness

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2016 by _____, as _____ of WCI COMMUNITIES, LLC, a Delaware limited liability company on behalf of the company. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

My commission expires on _____.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator, as Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By _____ Mayor

_____ day of _____, 20__

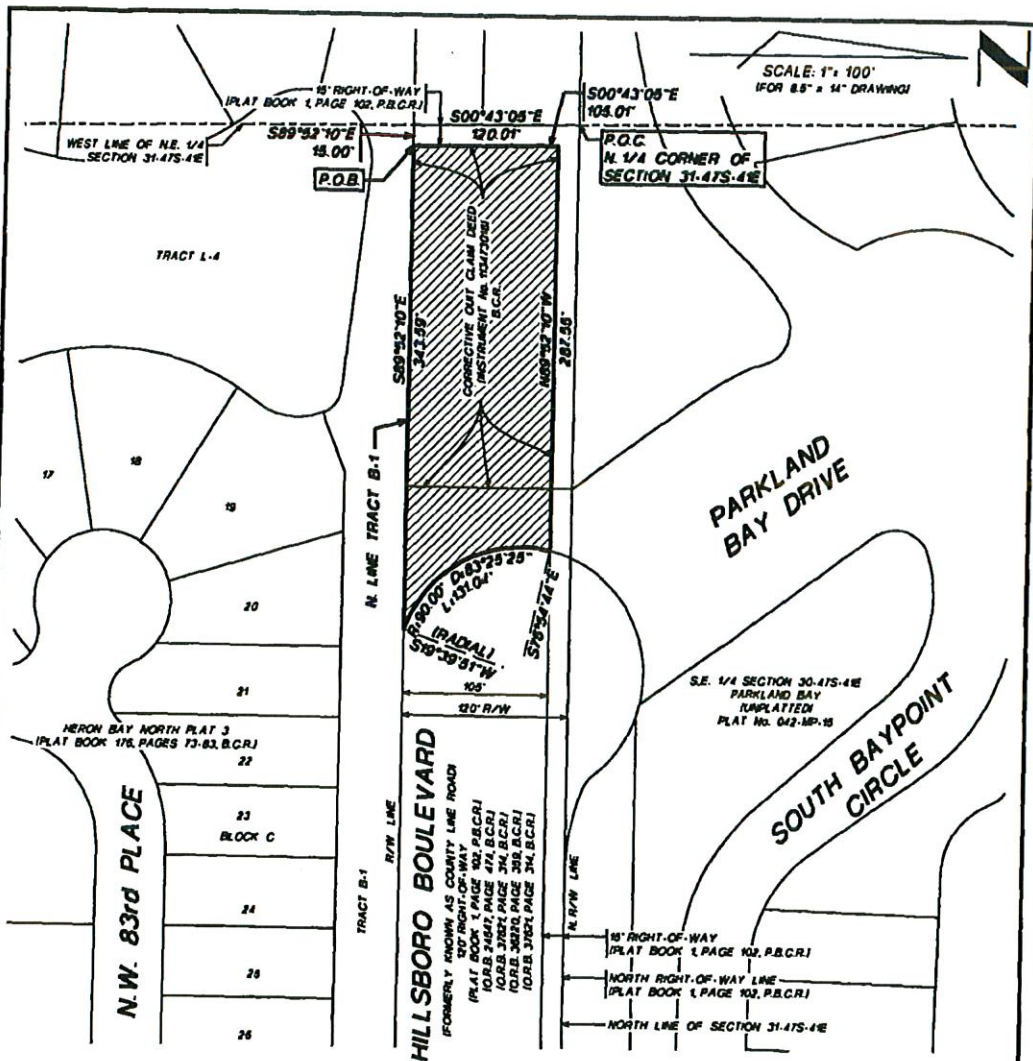
Approved as to form by
Office of County Attorney
Broward County, Florida
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By Angela R. [Signature]
Assistant County Attorney

6th day of June, 2017

SCHEDULE 1

PROPERTY



SCALE: 1" = 100'
FOR 8.5" x 11" DRAWING

LEGEND

- O.R.B. OFFICIAL RECORD BOOK
- B.C.R. BROWARD COUNTY RECORDS
- P.B.C.R. PALM BEACH COUNTY RECORDS
- P.B. PLAT BOOK
- PG. PAGE
- P.O.B. POINT OF BEGINNING

BY: CARY D. WINNINGHAM
LICENSED SURVEYOR AND MAPPER NO. LS2961
STATE OF FLORIDA

ISEAL

THIS IS NOT A SKETCH OF SURVEY. IT IS ONLY THE GRAPHIC REPRESENTATION OF THE DESCRIPTION DEPICTED HEREON. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

HILLSBORO BOULEVARD
WCI COMMUNITIES INC.

SKETCH & DESCRIPTION

WINNINGHAM & FRADLEY, INC.
ENGINEERS - PLANNERS - SURVEYORS
111 N.E. 43rd STREET, OAKLAND PARK, FL 33334 954-771-7410 FAX 954-771-6238 www.wftrad.com

ED-0002955	DRN/AMF	DATE: 08/20/18	PROJECT NUMBER	SHEET
LB-0002955	CHECKED: COW	DATE: 08/20/18	14015	1 OF 2

DESCRIPTION

A PARCEL OF LAND IN SECTION 31, TOWNSHIP 41 SOUTH, RANGE 41 EAST LYING WITHIN AND ADJACENT TO THAT CORRECTIVE QUIT CLAIM DEED RECORDED IN BROWARD COUNTY RECORDS IN THE INSTRUMENT NUMBER 113473018 DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH ONE-QUARTER CORNER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 41 EAST AS SHOWN ON THE STONER / KEITH RESURVEY OF A PORTION OF TOWNSHIP 47 SOUTH, RANGE 41 EAST, ALL OF TOWNSHIP 48 SOUTH, RANGE 41 EAST, AND ALL OF TOWNSHIP 49 SOUTH, RANGE 41 EAST AS RECORDED IN MISCELLANEOUS PLAT BOOK 3, PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN SOUTH 00°43'05" EAST (BASIS OF BEARINGS, A GRID BEARING) ALONG THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 31 FOR A DISTANCE OF 120.01 FEET TO A POINT; THENCE RUN SOUTH 89°52'10" EAST ALONG THE NORTH LINE OF TRACT B-1 AS SHOWN ON THE HERON BAY NORTH PLAT 3 AS RECORDED IN PLAT BOOK 176, PAGES 73 THROUGH 83 OF THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°52'10" EAST ALONG SAID NORTH LINE OF TRACT B-1 A DISTANCE OF 343.59 FEET TO A POINT LYING ON A CURVE TO THE RIGHT A RADIAL OFFSET AT SAID POINT BEARING SOUTH 19°39'51" WEST FROM THE CENTER OF THE FOLLOWING DESCRIBED ARC; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 83°25'25", FOR A DISTANCE OF 131.04 FEET TO A POINT ON A LINE 15 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 31; THENCE RUN NORTH 89°52'10" WEST FOR A DISTANCE OF 287.58 FEET TO A POINT; THENCE RUN SOUTH 00°43'05" EAST FOR A DISTANCE OF 105.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PARKLAND, BROWARD COUNTY FLORIDA AND CONTAINING 0.7175 ACRES MORE OR LESS.

HILLSBORO BOULEVARD
WCI COMMUNITIES INC.

SKETCH AND DESCRIPTION

WINNINGHAM & FRADLEY, INC.
ENGINEERS - PLANNERS - SURVEYORS
111 N.E. 4th STREET, OAKLAND PARK, FL 33334 954.771-7445 FAX 954.771-8208 www.wfiinc.com

LB-0002995
LB-0002995

DATE: 09/2016
DATE: 09/2016

PROJECT NUMBER
14015

SHEET
2 OF 2

SCHEDULE 2

TERMINATION OF EASEMENT AGREEMENT

THIS TERMINATION OF EASEMENT AGREEMENT ("Termination") is made by and BROWARD COUNTY, A political subdivision of the State of Florida ("County").

WITNESSETH:

WHEREAS, WCI COMMUNITIES, LLC, a Delaware limited liability company ("WCI") is the fee simple owner of land located within the City of Parkland, more particularly described in **Schedule "1"** attached hereto and made a part hereof ("Property"); and

WHEREAS, Pursuant to that certain Agreement for Temporary Traffic Easement dated _____ and recorded in Official Records Instrument Number _____ (the "Easement Agreement"), WCI granted to County an easement for traffic purposes over the Property (the "Easement"), pending completion of construction of a traffic circle on a portion of Hillsboro Boulevard lying adjacent to the Property, all as more particularly described in the Easement Agreement (the "Traffic Circle").

WHEREAS, construction of the Traffic Circle is complete, and accordingly County has agreed to terminate the Easement Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the promises and covenants herein contained, City, County and Developer hereby agree as follows:

1. Recitations. The recitals set forth above are true and correct and are incorporated into this Receipt by this reference.
2. Termination of Easement Agreement. County acknowledges and agrees that the Traffic Circle is completed and ready for use. Accordingly, the Easement Agreement, and the Easement granted therein, are hereby terminated and of no further force or effect.
3. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Termination are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Termination.
4. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, County has executed this Termination on the date set forth below.

BROWARD COUNTY

WITNESSES:

BROWARD COUNTY, by and through its County Administrator

Signature

By: _____
County Administrator

Print Name

____ day of _____, 20__

Signature

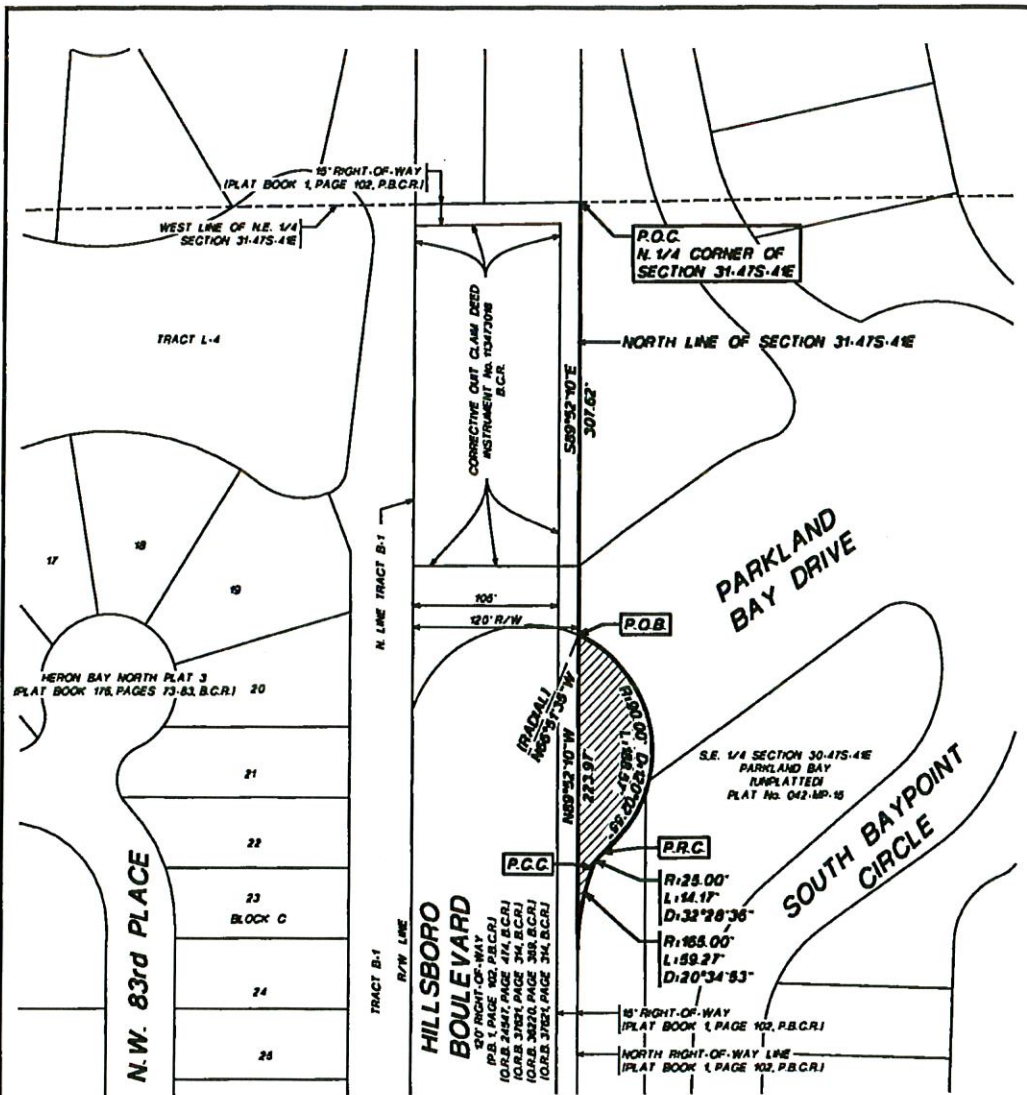
Print Name

STATE OF FLORIDA }
COUNTY OF BROWARD }

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as County Administrator of **BROWARD COUNTY**, a political subdivision of the State of Florida. He/she is personally known to me or has produced _____ as identification.

Commission Expires: _____

EXHIBIT C



LEGEND

- O.R.B. OFFICIAL RECORD BOOK
- B.C.R. BROWARD COUNTY RECORDS
- P.B.C.R. PALM BEACH COUNTY RECORDS
- P.B. PLAT BOOK
- P.C.C. POINT OF COMPOUND CURVATURE
- P.G. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.R.C. POINT OF REVERSE CURVATURE
- P.C. POINT OF CURVATURE

GRID BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983 WITH THE 1990 ADJUSTMENT. BEARING COORDINATES PROVIDED BY BROWARD COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION.

BY: CARY D. WINNINGHAM
LICENSED SURVEYOR AND MAPPER NO. LS2961
STATE OF FLORIDA ISEAL1

THIS IS NOT A SKETCH OF SURVEY. IT IS ONLY THE GRAPHIC REPRESENTATION OF THE DESCRIPTION DEPICTED HEREON.

NOTE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

HILLSBORO BOULEVARD
WCI COMMUNITIES INC.

SKETCH & DESCRIPTION


	EB-0002995 LB-0002995	DRAWN: AMF CHECKED: COW	DATE: 08/20/18 DATE: 08/20/18	PROJECT NUMBER 14015	SHEET 1 OF 1
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DESCRIPTION

THAT PARCEL OF LAND IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 41 EAST LYING WITHIN HILLSBORO BOULEVARD RIGHT-OF-WAY AS DESCRIBED IN THE WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOL 34708, PAGE 1550, THE WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOK 36620, PAGE 359, THE WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOK 24547, PAGE 466, THE WARRANTY DEED AS RECORDED IN OFFICIAL RECORD BOOK 37621, PAGE 314, AND THE RIGHT-OF WAY AS RECORDED IN OFFICIAL RECORD BOOK 15846, PAGE 110 ALL BEING RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH ONE-QUARTER OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 41 EAST AS SHOWN ON THE STONER / KEITH RESURVEY OF A PORTION OF TOWNSHIP 47 SOUTH, RANGE 41 EAST, ALL OF TOWNSHIP 48 SOUTH, RANGE 41 EAST AND ALL OF TOWNSHIP 49 SOUTH, RANGE 41 EAST AS RECORDED IN MISCELLANEOUS PLAT BOOK 3, PAGE 44 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN SOUTH 89°52'10" EAST (BASIS OF BEARINGS, A GRID BEARING) FOR A DISTANCE OF 307.62 FEET TO A POINT LYING ON THE ARC OF A CURVE THE RIGHT AND THE POINT OF BEGINNING A RADIAL BEARING AT SAID POINT BEARING NORTH 66°51'35" WEST FROM THE CENTER OF THE FOLLOWING DESCRIBED CURVE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 120°02'55", FOR A DISTANCE OF 188.57 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 32°28'36", FOR A DISTANCE OF 14.17 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 165.00 FEET AND A CENTRAL ANGLE OF 20°34'53", FOR A DISTANCE OF 59.27 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 31; THENCE RUN NORTH 89°52'10" WEST FOR A DISTANCE OF 223.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PARKLAND, BROWARD COUNTY FLORIDA AND CONTAINING 6,800 SQUARE FEET OR 0.1561 ACRES MORE OR LESS.

HILLSBORO BOULEVARD		SKETCH & DESCRIPTION					
WCI COMMUNITIES INC.							
 WINNINGHAM & FRADLEY, INC. ENGINEERS - PLANNERS - SURVEYORS <small>111 N.E. 44th STREET, OAKLAND PARK, FL 33334 954-771-7410 FAX 954-771-0293 www.wvfrad.com</small>		<small>EB-0002955</small> <small>LB-0002955</small>	<small>DRWING</small> <small>CHECKED</small>	<small>AMF</small> <small>CDW</small>	<small>DATE: 08/20/18</small> <small>DATE: 08/20/18</small>	<small>PROJECT NUMBER</small> 14015	<small>SHEET</small> 2 OF 2
		<small>J:\2014\015-Parkland_BayCAD\SRV\Hillsboro BLVD Legal\Essenent to BC\dgtLegal\71</small>					