AMENDED AND RESTATED LEASE AGREEMENT

between

BROWARD COUNTY

and

PORTSIDE YACHTING CENTER LLC

for

LEASE OF LAND AT PORT EVERGLADES

This AMENDED AND RESTATED LEASE AGREEMENT ("Modified Lease") is made by and between BROWARD COUNTY, a political subdivision of the State of Florida, ("LANDLORD"), and PORTSIDE YACHTING CENTER LLC, a Florida limited liability company ("TENANT"), and collectively referred to as the "Parties." This Modified Lease amends and replaces in its entirety that certain Lease Agreement dated October 26, 1993, by and between the County (successor in interest to Port Everglades Authority as Landlord) and Portside Yachting Center LLC as successor in interest to International Trade Mark, Inc., as Tenant.

RECITALS

WHEREAS, the County owns certain real property at Port Everglades in Broward County, Florida, hereinafter referred to as the "Portside Property"; and

WHEREAS, Portside Yachting Center LLC leases the Portside Property from County pursuant to that certain Amended and Restated Land Lease for the North Port Parcel ("Lease"), dated as of October 26, 1993, by and between Port Everglades Authority, as Landlord and predecessor-in interest to County, and Florida International Trade Mart, Inc., as Tenant and predecessor-in-interest to PYC, which Lease was recorded on November 27, 1995, in Official Records Book 24182, Page 0361, of the Broward County Public Records; and

WHEREAS, pursuant to that certain Agreement for the Sale and Purchase of the Portside Property Leasehold executed of even date herewith, PYC has agreed to sell, and County has agreed to purchase, all of PYC's rights, title, and interest in and to Portside Property under the Lease ("Sale and Purchase"); and modify the Lease as stated herein; and

WHEREAS, at the closing of the Sale and Purchase, PYC is required to execute and deliver a deed among other documents conveying all of its rights under the Lease to County ("Deed"); and

WHEREAS, contingent on the closing of the Sale and Purchase and delivery and recordation of the Deed, the Lease will be modified as set forth herein; and

WHEREAS, upon the effective date of the recording of the Deed, this Modified Lease shall go into effect; NOW THEREFORE,

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

DESCRIPTION.

LANDLORD leases to TENANT, and TENANT leases to LANDLORD, approximately 3.890 acres of land located at 1850 S.E. 17th Street, Fort Lauderdale, Florida 33316, as more particularly described on **Exhibit "A,"** attached hereto and made a part hereof, together with all buildings, fixtures, and improvements thereon ("Premises"), consistent with the terms and conditions provided herein.

EFFECTIVE DATE AND TERM.

- 2.1 <u>Effective Date</u>. This Modified Lease shall become effective upon the effective date of the recording of the Deed. If the Deed is not recorded, then this Modified Lease shall be null and void and of no effect.
- 2.2 <u>Term.</u> The term of this Modified Lease shall commence on the Effective Date and expire upon the earlier of: (1) fourteen (14) months after the Effective Date; or (2) thirty (30) days after the removal or evacuation of all subtenants from the Premises ("Term").

3. RENT.

The total rent for the Term shall be One Dollar (\$1.00). The payment of rent shall be due upon the Effective Date. No other fees, special assessments and maintenance expenses are due and owing by TENANT. LANDLORD, in its sole discretion and upon reasonable notice to LANDLORD, may have rent-free use of any open office spaces at the Premises but Landlord shall be responsible for its own expenses in connection with such use.

USE OF PREMISES.

4.1 <u>Use.</u> TENANT and TENANT'S existing subtenants at the Premises ("Subtenants") may use and occupy the Premises as currently used by the Subtenants and for the operation of retail, restaurant, recreation, parking, trade mart, and office facilities, and for any lawful purpose incidental and directly related thereto ("Permitted Uses"). TENANT covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon said Premises, no act or thing shall be permitted and no thing shall be kept in or about said Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to said Premises, and TENANT

shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

- 4.2 <u>Security</u>. TENANT, at TENANT's sole expense, is solely responsible for security on the Premises.
- 4.3 <u>Signs</u>. Subject to compliance with all applicable laws, and subject to LANDLORD's prior written approval for any new signs which shall not be unreasonably withheld or delayed, TENANT, at TENANT's sole cost and risk, may maintain existing signs, and place, erect, display, maintain, and operate any interior or exterior signs at the Premises in connection with the Permitted Uses (defined in Section 4.1, above). TENANT shall be responsible for obtaining any permits and licenses required by any governmental authority for such signs, and LANDLORD agrees to execute any consents required by any governmental authority as part of TENANT'S application for such permits and licenses.
- 4.4 <u>Parking</u>. In connection with the Permitted Uses (identified in Section 4.1, above), TENANT and TENANT'S Subtenants, clients, employees, invitees, and guests may use the parking facilities at the Northport Parking Garage, but specific parking spaces will not be assigned for such use.
- 4.5 <u>Insurance</u>. During the Term, TENANT shall maintain the insurance coverage required by Article 7 of the original Lease.

5. INSPECTION:

LANDLORD, its agents, and employees, at all reasonable times and upon reasonable notice, may enter all areas of the Premises (except TENANT cannot guarantee access to any occupied SUBTENANT space due to SUBTENANTS' right of quiet enjoyment) to examine, inspect, and freely move about same, and to perform preparatory work for the redevelopment of the Premisesin connection with the Project (as defined in Section 9.1 hereto), including utility and signage relocations and pre-demolition activities, provided that LANDLORD shall not materially limit the use of or access to the Premises by the Subtenants by such actions.

6. UTILITIES AND TAXES:

TENANT shall pay for all utilities and services used by TENANT, including, without limitation, gas, electricity, water, telecommunication services, trash removal, janitorial, and pest control. If the value of any improvements constructed or operated by TENANT at the Premises are taxed during the Term, LANDLORD shall be solely responsible for the payment of such tax. Landlord, if utilizing the office space at the Premises subject to Section 3, shall be liable

for all utilities and service expenses incurred by Landlord in connection with its use of such space.

7. ALTERATIONS AND IMPROVEMENTS:

- 7.1 <u>Structural Changes</u>: TENANT may make structural alterations to the Premises only with LANDLORD's written consent.
- 7.2 Non-Structural Changes: TENANT and Subtenants may make non-structural alterations to the Premises without seeking consent from LANDLORD. All nonstructural alterations to the Premises shall be considered personalty and remain the exclusive property of the TENANT or Subtenants and TENANT, at TENANT's expense, shall remove all such TENANT personalty from the Premises upon the termination or expiration of this Modified Lease. All personal property of TENANT placed on the Premises shall be at the sole risk of TENANT.

8. SUBLETTING AND ASSIGNMENT.

- 8.1 <u>Subletting</u>. Except for subtenancies already in effect as of the Effective Date of this New Lease ("Existing Subleases"), TENANT shall <u>not</u> sublet all or any portion of the Premises. TENANT shall not modify Existing Subleases in a mariner that would permit occupancy on the Premises beyond the Removal Deadline set forth in Section 9.2, below. Any modification of Existing Subleases is subject to approval by the County Administrator (or authorized designee) and the Office of the County Attorney, which approvals shall not be unreasonably withheld or delayed.
- 8.2 <u>Assignment</u>. TENANT may not assign its rights or obligations under this Modified Lease, except with the consent of LANDLORD, in LANDLORD's sole and absolute discretion. LANDLORD may require an assignee to sign an assignment agreement wherein the assignee will assume the terms and obligations of this Modified Lease.

REDEVELOPMENT OF PREMISES; REMOVAL OF SUBTENANTS.

9.1 Redevelopment Notice/Condemnation Notice. Upon the expiration of this Modified Lease, LANDLORD intends to redevelop the Premises, including demolishing existing structures thereon ("Project"). To facilitate such redevelopment, LANDLORD, within seven (7) calendar days after the Effective Date, shall provide TENANT with a written redevelopment notice ("Redevelopment Notice") identifying those portions of the Premises that will be demolished and redeveloped in connection with the Project. TENANT, within three (3) calendar days of its receipt of the Redevelopment Notice, shall forward a copy thereof to all of its Subtenants at the Premises. TENANT shall provide LANDLORD with proof of each Subtenant's receipt and acknowledgement of the Redevelopment Notice/Condemnation Notice.

- Removal/Evacuation of Subtenants. Upon the Subtenants' receipt of the Redevelopment Notice, TENANT shall terminate the leases of all Subtenants pursuant to the terms of the Subtenants' Leases, which Subtenants may remain on the Premises for up to twelve (12) months after receipt of the Notice of Redevelopment ("Removal Deadline"). In the event all Subtenants vacate or are removed from the Premises prior to the Removal Deadline, TEANANT, within fifteen (15) calendar days after the removal or evacuation of the final remaining Subtenant, shall notify LANDLORD, in writing, of the date of such removal or evacuation, and this Modified Lease shall be deemed expired as of fifteen (15) days from that date. Upon such expiration, LANDLORD shall commence the demolition of the structures on the Premises as soon as practicable, subject to compliance with State of Florida and County requirements.
 - 9.2.1 <u>Legal Actions for Subtenant Removal</u>. If any of the Subtenants fail to vacate the Premises by the Removal Deadline, LANDLORD, at LANDLORD's sole cost, shall expeditiously institute all necessary legal actions and proceedings to permanently remove such Subtenant(s) from Premises.
 - 9.2.2 <u>Indemnification</u>. TENANT shall indemnify, defend, and hold LANDLORD forever harmless from and against any and all loss, cost, damage, liability, claim, threats of claim, or other exposure suffered or incurred by LANDLORD, including, without limitation, attorneys' fees and court costs, in relation to, in connection with, or arising from, TENANT's termination of the Existing Subleases and removal of Subtenants from the Premises. The provisions of this Section shall survive the expiration or earlier termination of this Modified Lease.
- 9.3 Cooperation. At all times during the Term, TENANT shall meet (the requirement to meet may be met by attendance at the meeting by telephone or other electronic means) with LANDLORD and its Project team, as reasonably needed, to provide information to assist LANDLORD in developing the Project, including any plans or other information regarding the Premises and Project site. TENANT shall coordinate and provide, and shall cause its members, member officers, and agents to coordinate and provide, such information on a timely basis to the LANDLORD and the Project team. Further, TENANT shall support, and shall cause its members, member officers, and agents to support, LANDLORD and the Project team by providing information and participating in meetings (the requirement to meet may be met by attendance at the meeting by telephone or other electronic means) requested by LANDLORD and the Project team, provided reasonable notice is given and the meetings comply with TENANT's schedule as is commercially reasonable. TENANT and TENANT's members, member officers, and agents, by supporting and participating in the Project as set forth hereunder, shall not be deemed partners, joint penturers or

participants in the development process with LANDLORD or its Project team, and are only participating as requested by LANDLORD throughout the regulatory review process while LANDLORD is pursuing development of the Premises and Project site (or any portion thereof it chooses to develop). Nothing herein shall require TENANT to incur any expenses (third party or otherwise) to participate and support the LANDLORD or its Project team in connection with the Project.

MAINTENANCE AND REPAIRS.

Taking into account the anticipated demolition and redevelopment of the Premises (as set forth in Article 9, above) in connection with the Project, TENANT, at TENANT's expense, shall reasonably maintain and keep the interior and exterior of the Premises in sufficient repair to continue its business during the term of Lease. TENANT shall make all repairs or changes which may be necessary to make the Premises and the Permitted Uses comply with applicable laws, ordinances, orders or regulations of any federal, state, County or municipal authority now or hereafter in effect.

11. <u>DEFAULT OR TERMINATION</u>:

If TENANT defaults in the due performance or observance of any covenant or condition contained in this Modified Lease, and such default continues for more than ten (10) calendar days after written notice thereof from LANDLORD, then LANDLORD, at any time thereafter, may give written notice to TENANT specifying a date (which shall be at least thirty (30) calendar days after the giving of such notice) on which this Modified Lease shall terminate, and on such date, the Term of this Modified Lease shall expire and all rights of TENANT under this Modified Lease shall cease, unless before the proposed termination date (ii) all defaults at the time existing under this Modified Lease shall have been cured or TENANT is making a commercially reasonable good faith effort to cure such default if such default may not be curable within ten (10) days; and (ii) all reasonable costs and expenses incurred by or on behalf of LANDLORD in the Premises shall have been paid by TENANT. In the event of an uncured default hereunder, LANDLORD shall have the right to institute proceedings for the recovery of possession of the Premises.

12. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the Term, or upon the earlier termination of this Modified Lease for any cause, it will, upon written notification by certified U.S. mail, peaceably surrender and deliver the Premises, including all improvements and fixtures owned by Tenant thereon, to LANDLORD, its agents or assigns. TENANT further agrees that it will leave the Premises in the condition existing at the commencement of this Modified Lease, reasonable wear and tear excepted with understanding the Building will be demolished provided nothing is required to be in operating condition at time of surrender.

TENANT further agrees to allow a representative of LANDLORD to inspect the Premises to determine compliance with the requirements of this Section 12.

13. ENVIRONMENTAL CONTAMINATION:

TENANT covenants that it will not use, produce, manufacture, store, dispose of, or discharge any hazardous wastes or toxic substances in, under, or about the Premises (other than the normal and customary petroleum products used in the operation of motor vehicles or the back-up generator) during the Term of this Modified Lease. TENANT shall be liable for any contamination that it causes during this Modified Lease but shall not be liable for any contamination that predates the Effective Date of this Modified Lease.

14. CONSTRUCTION LIENS:

If, by reason of any alteration, repair, labor performed, or materials furnished to the Premises for or on behalf of TENANT, any construction or other lien shall be filed, claimed, perfected, or otherwise established as provided by law against the Premises, TENANT shall discharge or remove the lien by bonding or otherwise, within thirty (30) calendar days after TENANT receives notice of the filing of same.

15. NO MORTGAGE:

TENANT is prohibited from encumbering the Premises by any new leasehold mortgage or mortgages.

16. AS IS:

TENANT, except as may be otherwise provided for in this Modified Lease, is taking the Premises in its "As Is" condition and shall make all of its own investigations prior to signing this Modified Lease.

17. INDEMNIFICATION:

TENANT shall indemnify, defend, and hold LANDLORD forever harmless from and against any and all loss, cost, damage, liability, claim, threats of claim, or other exposure suffered or incurred by LANDLORD, including, without limitation, attorneys' fees and court costs, arising directly from any and all acts or omissions of TENANT, or TENANT's agents, servants, employees, contractors, arising directly in connection with this Modified Lease, including the use or occupancy of the Premises. The provisions of this Section shall survive the expiration or earlier termination of this Modified Lease.

To the extent permitted by law and without waiving sovereign immunity under Section 768.28, Florida Statutues, LANDLORD shall indemnify, defend, and hold TENANT forever harmless from and against any and all loss, cost, damage,

liability, claim, threats of claim, or other exposure suffered or incurred by TENANT, including, without limitation, attorneys' fees and court costs, arising directly from any and all acts or omissions of LANDLORD, or LANDLORD's agents, servants, employees, contractors, arising directly in connection with this Modified Lease, including LANDLORD's use or occupancy of the Premises. The provisions of this Section shall survive the expiration or earlier termination of this Modified Lease.

18 RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Public Health Unit.

19. NOTICES:

In order for a notice to a party to be effective under this New Lease, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

Notice to NEW TENANT shall be addressed to:

Steven W. Hudson, Manager 1535 SE 17th Street Suite 105 Fort Lauderdale, Florida 33301

Email: Steve@HudsonCapital.com

With a copy to:

Matthew E. Morrall, P.A. 2850 North Andrews Avenue Fort Lauderdale, Florida 33311 Email: Morrall@bellsouth.net

Notice to LANDLORD shall be addressed to:

County Administration Broward County Governmental Center, Room 409 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Email Address: bhenry@broward.org alcohen@broward.org

With a copy to:

Real Property Section Broward County Governmental Center, Room 326 115 South Andrews Avenue Fort Lauderdale, Florida 33301

20. SUCCESSORS; ASSIGNS:

This Modified Lease shall inure to and be binding upon the successors and authorized assigns of the Parties.

21. CONDEMNATION:

LANDLORD reserves unto itself, and TENANT assigns to LANDLORD, all right to damages accruing on account of any taking or condemnation of all or any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. TENANT agrees to execute such instruments of assignments as may be required by LANDLORD, to join with LANDLORD in any petition for the recovery of damages, if requested by LANDLORD, and to turn over to LANDLORD any such damages that may be recovered in any such proceeding. LANDLORD does not reserve to itself, and TENANT does not assign to LANDLORD, any damages payable for any trade fixtures installed by TENANT at its cost and expense which are not part of the realty, or for any damages for interruption to the business of TENANT which do not compensate loss of real property or any interest therein.

22. PRIOR AGREEMENTS:

This Modified Lease represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Modified Lease that is not contained in this written document.

23. JURISDICTION, VENUE, AND WAIVER OF JURY TRIAL:

This Modified Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this New Lease shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Modified Lease must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS MODIFIED LEASE, LANDLORD AND TENANT HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MODIFIED

LEASE. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS NEW LEASE AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

24. THIRD PARTY BENEFICIARIES:

Neither LANDLORD nor TENANT intends to directly or substantially benefit a third party by this Modified Lease. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Modified Lease and that no third party shall be entitled to assert a right or claim against either of them based upon this Modified Lease.

25. CONFLICTS:

Neither TENANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with TENANT's loyal and conscientious exercise of judgment and care related to its performance under this Modified Lease. None of TENANT's officers or employees shall, during the term of this Modified Lease, serve as an expert witness against LANDLORD in any legal or administrative proceeding in which he, she, or LANDLORD is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of LANDLORD in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude TENANT or any persons in any way from representing themselves or a related entity, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

26. COMPLIANCE WITH LAWS:

LANDLORD and TENANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations related to this Modified Lease and with regard to the Premises.

27. MATERIALITY AND WAIVER OF BREACH:

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Modified Lease, and each is, therefore, a material term hereof. LANDLORD's

failure to enforce any provision of this Modified Lease shall not be deemed a waiver of such provision or modification of this Modified Lease. A waiver of any breach of a provision of this Modified Lease shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Modified Lease.

28. SEVERABILITY:

In the event any part of this Modified Lease is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Modified Lease and the balance of this Modified Lease shall remain in full force and effect.

29. JOINT PREPARATION:

This Modified Lease has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

30. AMENDMENTS:

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Modified Lease and executed by LANDLORD and TENANT or others delegated authority or otherwise authorized to execute same on their behalf.

31. PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of the Articles of this Modified Lease, the provisions contained in the Articles shall prevail and be given effect.

32. RECORDING:

This Modified Lease shall be recorded by TENANT in the public records of Broward County, Florida. Upon termination of this Modified Lease for any reason, LANDLORD is hereby authorized to record a notice of termination in the public records of Broward County, Florida, and such shall be deemed conclusive evidence that the Modified Lease has been terminated and no longer in force or effect.

33. COMPLIANCE WITH ADA REQUIREMENTS:

TENANT shall be solely responsible, at its own cost, for maintaining the Premises in full and complete compliance with the all of the requirements of the Americans With Disabilities Act of 1990 and Title 28-Code of Federal Regulations-Chapter 1 Part 36 and any federal, state or local law, ordinance or

regulation regarding persons with disabilities or physical access features for persons with disabilities at public accommodations (collectively "ADA"), as they may be amended from time to time while Subtenants exist on the premises.

34. MULTIPLE ORIGINALS:

Multiple copies of this Modified Lease may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The Remainder of this Page is Intentionally Left Blank)

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Modified Lease on the dates hereinafter subscribed.

TENANT

	PORTSIDE YACHTING CENTER LLC	
ATTEST:	By Steven W. Hudson, Manager Print Name and Title	
	day of	, 20
WITNESSES:		
Witness 1 Signature		
Witness 1 Print/Type Name		
Witness 2 Signature		
Witness 2 Print/Type Name		

AMENDED AND RESTATED LEASE AGREEMENT BETWEEN BROWARD COUNTY AND PORTSIDE YACHTING CENTER LLC

LANDLORD

ATTEST:

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

Insurance requirements approved by Broward County Risk Management Division

opposite a Sinne

Signature

Print Name and Title above

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BROWARD COUNTY, by and through its Board of County Commissioners

Tree Mayor

26th day of Angust, 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

Telephone: (954) 357-7600 Telecopier: (954) 357-7641

James D. Rowlee

Senior Assistant County Attorney

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JDR/dnt 08/24/16 Modified Portside Lease #16-033.07

EXHIBIT "A"

LEGAL DESCRIPTION

DESCRIPTION:

A PORTION OF PARCEL "A," FORT EVERGLADES PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 108, AT PAGE 31 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE ON AN ASSUMED BEARING OF NORTH 88 28 07" EAST, ALONG THE NORTH LINE OF SAID PARCEL "A," A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE NORTH 68'28'07" EAST, ALONG SAID HORTH LINE, A DISTANCE OF 832.00 FEET; THENCE SOUTH 01'31'53" EAST AT RIGHT ANGLES TO SAID NORTH LINE OF PARCEL "A," A DISTANCE OF 288.81 FEET; THENCE SOUTH 88'23'47" WEST, A DISTANCE OF 114.03 FEET; THENCE NORTH 01'31'53" WEST, A DISTANCE OF 88.96 FEET; THENCE SOUTH 88 28 07" WEST, ALONG A LINE PARALLEL WITH AND 200.00 FEET south of, as measured at right angles to said north line of farcel "A," A DISTANCE OF 475.01 PEET TO A POINT ON THE EAST LINE OF THAT CERTAIN LEASE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 11245, PAGE 533 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 01'07'31" WEST, ALONG SAID EAST LINE, BEING PARALLEL WITH AND 315.00 FRET EAST OF AS MEASURED AT RIGHT ANGLES TO A WEST LINE OF SAID PARCEL "A," A DISTANCE OF 29.73 FEET; THENCE South 88°52'30" west, along the north line of Said Lease Parcel, a DISTANCE OF 235.00 PEET; THENCE NORTH 01'07'30" WEST, ALONG A LINE PARALLEL WITH AND 80.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF PARCEL "A," A DISTANCE OF 168.61 FEET TO THE POINT OF BEGINNING.

SAID LANDS BEING IN BROWARD COUNTY, FLORIDA, CONTAINING 3.890 ACRES (169,446 SQUARE FEET) HORE OR LESS.

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