DEVELOPMENT REVIEW COMMITTEE (DRC)
Plat Application

Cover: Deadline, Notes, and Fees
Page 1: Applicant Information Sheet
Page 2: Required Documentation / Submittal Checklist
Page 3: Technical Specifications For Plat Submittal

DEADLINE: Submittals must be received by 4:00 PM each business day. Pursuant to Section 47-24.1(1), the Department will review all applications to determine completeness within five (5) business days. Applicants will be notified via email, if plans do not meet the submittal requirements and if changes are required.

NOTES: Prior to formal submittal of applications, applicants are encouraged to schedule an appointment with Urban Design & Planning Division staff to obtain feedback regarding subject proposals, especially rezoning and right-of-way vacation requests, as well as any other considerable development projects. The meetings provide an opportunity for applicants to obtain feedback and general direction, prior to expending significant effort on design and preparation of submittal documents.

Optional 15-minute time slots are available during DRC meetings for scheduling to applicants, to obtain signatures on completed DRC plans (including Pre-Planning and Zoning Board, Pre- City Commission and Final DRC plans) from all representatives at one time, in preference to scheduling individual appointments. Appointments are subject to availability. To make an appointment, please call 954-828-6531 latest by Friday at 12:00 noon prior to the meeting date.

FEES: All applications for development permits are established by the City Commission, as set forth by resolution and amended from time to time. In addition to the application fee, any additional costs incurred by the City including review by a consultant on behalf of the City, or special advertising costs shall be paid by the applicant. Any additional costs, which are unknown at the time of application, but are later incurred by the City, shall be paid by the applicant prior to the issuance of a development permit.

Plat Application $ 630.00
## DRC Plat - Applicant Information Sheet

**INSTRUCTIONS:** The following information is requested pursuant to the City's Unified Land Development Regulations (ULDR). The application must be filled out accurately and completely. Please print or type and answer all questions. Indicate N/A if does not apply.

**NOTE:** To be filled out by Department

<table>
<thead>
<tr>
<th>Case Number</th>
<th>Date of complete submittal</th>
</tr>
</thead>
</table>

**NOTE:** For purpose of identification, the **PROPERTY OWNER** is the **APPLICANT**

<table>
<thead>
<tr>
<th>Property Owner’s Name</th>
<th>WEST CYPRESS CREEK HOLDINGS, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Owner’s Signature</td>
<td>If a signed agent letter is provided, no signature is required on the application by the owner.</td>
</tr>
<tr>
<td>Address, City, State, Zip</td>
<td>4860 NE 12th AVENUE, OAKLAND PARK, FL 33334</td>
</tr>
<tr>
<td>E-mail Address</td>
<td><a href="mailto:JOS@HOLLANDSHELTAIR.COM">JOS@HOLLANDSHELTAIR.COM</a></td>
</tr>
<tr>
<td>Phone Number</td>
<td>954-771-2210</td>
</tr>
<tr>
<td>Proof of Ownership</td>
<td>☒ Warranty Deed or ☒ Tax Record</td>
</tr>
</tbody>
</table>

**NOTE:** If **AGENT** is to represent **OWNER**, notarized letter of consent is required

<table>
<thead>
<tr>
<th>Applicant / Agent’s Name</th>
<th>McLAUGHLIN ENGINEERING COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant / Agent’s Signature</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Address, City, State, Zip</td>
<td>6400 NW 64th STREET, #400, FORT LAUDERDALE, FL 33309</td>
</tr>
<tr>
<td>E-mail Address</td>
<td><a href="mailto:MECO400@AOL.COM">MECO400@AOL.COM</a></td>
</tr>
<tr>
<td>Phone Number</td>
<td>954-763-7611</td>
</tr>
<tr>
<td>Letter of Consent Submitted</td>
<td>YES</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Development / Project Name</th>
<th>2050 CYPRESS CREEK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development / Project Address</td>
<td>Existing: 2050 W. CYPRESS CREEK ROAD New: 2050 W. CYPRESS CRK. RD.</td>
</tr>
<tr>
<td>Legal Description</td>
<td>A PORTION OF THE SW 1/4, SECTION 9-49-42</td>
</tr>
<tr>
<td>Tax ID Follo Numbers</td>
<td>4942 09 00 0151</td>
</tr>
<tr>
<td>Request / Description of Project</td>
<td>RECORD PLAT</td>
</tr>
<tr>
<td>Applicable ULDR Sections</td>
<td>47-24.5 &amp; 47-25.2</td>
</tr>
<tr>
<td>Total Estimated Cost of Project</td>
<td>$ 5,000,000 (Including land costs)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Land Use Designation</th>
<th>OFFICE PARK</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Zoning Designation</td>
<td>GAA</td>
</tr>
<tr>
<td>Current Use of Property</td>
<td>13,200 SQUARE FEET OF COMMERCIAL</td>
</tr>
<tr>
<td>Number of Residential Units</td>
<td>N/A</td>
</tr>
<tr>
<td>Non-Residential SF (and Type)</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Bldg. SF (include structured parking)</td>
<td>41,000 SQUARE FEET</td>
</tr>
<tr>
<td>Site Adjacent to Waterway</td>
<td>☐ Yes ☒ No</td>
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</table>

### Dimensional Requirements

<table>
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<tr>
<th>Required</th>
<th>Proposed</th>
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<tr>
<td>Lot Size (SF / Acreage)</td>
<td>95,905 SQ. FT./2.2017 +/- ACRES</td>
</tr>
<tr>
<td>Lot Density</td>
<td>43%</td>
</tr>
<tr>
<td>Lot Width</td>
<td>200'</td>
</tr>
</tbody>
</table>
Page 2: Required Documentation

One (1) copy of the following documents:
- Completed application (all pages filled out as applicable)
- Proof of ownership (warranty deed or tax record), including corporation documents if applicable
- Property owners signature and/or agent letter signed by the property owner

The following number of Plans:
- One (1) original set, signed and sealed at 24” x 36”
- Three (3) copy sets, with plans at 24” x 36”
- Five (5) copy sets, with plans at 11” x 17”
- One (1) electronic version of complete application and plans in PDF format

NOTE: For initial submittal one signed and sealed set is required. Copied sets will be requested after completion review. If the development site is separated by a public right-of-way including alley or alley reservations, a separate application must be completed for each parcel.

Plan sets should include the following:
- **Narrative** describing request and narrative response referencing all applicable sections of the ULDR, with point-by-point responses of how project complies with criteria. Narrative must be on letterhead, dated, and with author indicated.
- **Cover sheet** including project name and table of contents.
- **Land Use and Zoning maps** indicating all properties within 700 ft. of the subject property. These should be obtained from Urban Design & Planning Division. Site should be highlighted or clearly marked to identify the parcel(s) under consideration on all sets.
- **Current survey(s)** of property, signed and sealed, showing existing conditions. The survey should consist of the proposed project site alone excluding adjacent properties or portions of lands not included in the proposal.
- **Proposed plat** with all required technical specifications met.
- **Aerial photo** indicating all properties within 700 ft. of the subject property. Must be clear and current with site highlighted.

NOTES:
- All plans and documents must be bound, stapled and folded to 8 ½” x 11”;
- All copy sets must be clear and legible and should include any graphic material in color;
- Civil Engineering plans are only required at Final-DRC sign-off. Contact DRC Engineering Representative for details;

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**Applicant’s Affidavit**
I acknowledge that the Required Documentation and Technical Specifications of the application are met:

Print Name: ________________________________  
Signature: ________________________________  
Date: 9-13-2019

---

**Staff Intake Review**
For Urban Design & Planning Division use only:

Date: ________________________________  
Received By: ________________________________  
Tech. Specs Reviewed By: ________________________________  
Case No.: ________________________________
**Detail by Entity Name**

Florida Limited Liability Company

**WEST CYPRESS CREEK HOLDINGS, LLC**

**Filing Information**

<table>
<thead>
<tr>
<th>Document Number</th>
<th>L17000126088</th>
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<tr>
<td>FEI/EIN Number</td>
<td>APPLIED FOR</td>
</tr>
<tr>
<td>Date Filed</td>
<td>06/08/2017</td>
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<tr>
<td>State</td>
<td>FL</td>
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<tr>
<td>Status</td>
<td>ACTIVE</td>
</tr>
</tbody>
</table>

**Principal Address**

4860 NE 12TH AVENUE
FORT LAUDERDALE, FL 33334

Changed: 07/23/2018

**Mailing Address**

4860 NE 12TH AVENUE
FORT LAUDERDALE, FL 33334

Changed: 07/23/2018

**Registered Agent Name & Address**

SAAVEDRA, DAMASO W, ESQ.
312 S.E.17TH STREET
SECOND FLOOR
FORT LAUDERDALE, FL 33316

Address Changed: 07/23/2018

**Authorized Person(s) Detail**

**Name & Address**

**Title MGR**

Hollend, Gerald M.
4860 NE 12TH AVENUE
FORT LAUDERDALE, FL 33334

**Annual Reports**

<table>
<thead>
<tr>
<th>Report Year</th>
<th>Filed Date</th>
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<tr>
<td>2018</td>
<td>04/30/2018</td>
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<td>2018</td>
<td>07/23/2018</td>
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</table>
July 2, 2019

City of Fort Lauderdale
Urban Design and Planning Division
700 Northwest 19th Avenue
Fort Lauderdale, Florida 33311

Re: “2050 CYPRESS CREEK”
PROPOSED PLAT
A PORTION OF THE SOUTHWEST ONE-QUARTER (SW ¼)
SECTION 9, TOWNSHIP 49 SOUTH, RANGE 42 EAST
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA
-Owner’s Authorization Letter-

To whom it may concern:

With this letter of consent, WEST CYPRESS CREEK HOLDINGS, LLC, a Florida limited
liability company, owner of the property, by Gerald M. Holland, being the Manager of said
company hereby authorizes McLaughlin Engineering Company and its agents to process the above
referenced Plat Application through the various City of Fort Lauderdale Departments for City
Commission consideration and through the various Broward County Departments for County
Commission consideration.

Sincerely,

Signature: ___________________ Name: Gerald M. Holland
Title: Manager

STATE OF FLORIDA ) SS
COUNTY OF BROWARD )

The foregoing was acknowledged before me this 9th day of July, 2019.

By: Gerald M. Holland as Manager of WEST CYPRESS CREEK HOLDINGS, LLC

He is:

( X ) personally known to me, or

( ) produced identification. Type of identification produced _____________________________

NOTARY PUBLIC: _____________________________

Print name and expiration date Cynthia M. Mitchell 11-8-20

(SEAL)
The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).

### Property Assessment Values

<table>
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<tr>
<th>Year</th>
<th>Land</th>
<th>Building / Improvement</th>
<th>Just / Market Value</th>
<th>Assessed / SOH Value</th>
<th>Tax</th>
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<td>$15,225,760</td>
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<td>2018</td>
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<td>$15,225,760</td>
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### 2019 Exemptions and Taxable Values by Taxing Authority

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<th>County</th>
<th>School Board</th>
<th>Municipal</th>
<th>Independent</th>
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<td>Just Value</td>
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<td>Portability</td>
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<td>Assessed/SOH</td>
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### Sales History

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<th>Type</th>
<th>Price</th>
<th>Book/Page or CIN</th>
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<td>SWD-Q</td>
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<td>4/14/2015</td>
<td>SWD-Q</td>
<td>$21,000,000</td>
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<td>10/31/2012</td>
<td>SWD-T</td>
<td>$100</td>
<td>49210 / 563</td>
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<td>7/9/2012</td>
<td>SWD-T</td>
<td>$100</td>
<td>48912 / 1212</td>
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<tr>
<td>6/26/2002</td>
<td>SWD</td>
<td>$12,039,600</td>
<td>33365 / 1802</td>
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### Land Calculations

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<td>$9.00</td>
<td>618,249</td>
<td>SF</td>
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### Special Assessments

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<th>Garb</th>
<th>Light</th>
<th>Drain</th>
<th>Impr</th>
<th>Safe</th>
<th>Storm</th>
<th>Clean</th>
<th>Misc</th>
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<tbody>
<tr>
<td>03</td>
<td>C</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>193165</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
This Instrument was prepared by:
Record and Return to:
Damaso W. Saavedra, Esq.
Saavedra | Goodwin
312 S.E. 17 Street-Second Floor
Fort Lauderdale, FL 33316

Property ID Number: 4942-09-03-0151

This Corrective Trustee's Quit-Claim Deed is being recorded to correct the legal description attached to the Trustee's Quit-Claim Deed as Exhibit "A", recorded December 7, 2017 as Instrument #114763664 of the Public Records of Broward County, Florida.

This Trustee's Deed is not subject to stamp tax as the Grantee is the 100% beneficial owner of the Grantor Trust as the sole Trust beneficiary.

CORRECTIVE TRUSTEE'S QUIT-CLAIM DEED

THIS CORRECTIVE TRUSTEE'S QUIT-CLAIM DEED, executed as of the 1st day of December, 2017, by DAMASO W. SAAVEDRA, individually and as Trustee of The Cypress Creek Settlement Land Trust, whose post office address is 312 SE 17th Street, Second Floor, Fort Lauderdale, FL 33316, first party, to WEST CYPRESS CREEK HOLDINGS, LLC, a Florida limited liability company, whose post office address is 4860 NE 12th Avenue, Oakland Park, FL 33334, second party:

(Whenever used herein, the terms “first party” and “second party” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, whenever the context so admits or requires.)

Witnesseth, that the first party, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to first party in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

See Exhibit “A” attached hereto and incorporated herein by reference.

Subject to taxes for the year 2018 and subsequent years, covenants, conditions, restrictions, reservations, easements, limitations and/or rights-of-way of record, if any.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lease, equity and claim whatsoever of the said first party, either in law or equity, for the use, benefit and profit of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Print Name: [Signature]

Print Name: [Signature]

DAMASO W. SAAVEDRA, individually and as Trustee of The Cypress Creek Settlement Land Trust
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of May, 2018, by DAMASO W. SAAVEDRA, individually and as Trustee of The Cypress Creek Settlement Land Trust, who is personally known to me or has produced N/A as identification and who did/did not take an oath.

(SEAL)

[Notary Seal]

DEBORAH K. ANTONELLI
MY COMMISSION # GG 927441
EXPIRES: January 7, 2021

NOTARY PUBLIC, State of Florida
My Commission Expires 12/12/2021
EXHIBIT "A"

A parcel of land lying in the SW 1/4 of Section 9, Township 49 South, Range 42 East, Broward County, Florida, more fully described as follows:

Commence at the Northwest corner of the SW 1/4, of Section 9, Township 49 South, Range 42 East; thence North 88 degrees 09'08" East along the North boundary of said SW 1/4 of Section 9, a distance of 1,237.36 feet; thence South 01 degrees 50'52" East, a distance of 50.00 feet to the Point of Beginning; thence North 88 degrees 09'08" East, a distance of 200.00 feet; thence South 06 degrees 13'37" East, a distance of 434.47 feet; thence South 83 degrees 46'23" West, a distance of 233.85 feet; thence North 01 degrees 50'52" West, a distance of 450.96 feet to the Point of Beginning.
ALTA/NSPS LAND TITLE SURVEY
A PORTION OF THE S.W. 1/4, SECTION 9, TOWNSHIP 49 SOUTH, RANGE 42 EAST, CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

Legal Description
A parcel of land lying in the Southwest one-quarter (SW 1/4) of Section 9, Township 49 South, Range 42 East, Broward County, Florida as described as follows:

Beginning at the Northwest corner of the Southwest one-quarter (SW 1/4) of Section 9, Township 49 South, Range 42 East, Broward County, Florida, and running thence North 89° 59' 0" East along the North boundary of said Southwest one-quarter (SW 1/4) of Section 9 a distance of 1,237.36 feet; thence South 89° 59' 0" West, a distance of 50.05 feet to the point of beginning.

Said parcel being more particularly described as shown on the plat hereunto attached and incorporated as a part hereof. Said parcel contains 95,025 square feet or 2,201.7 acres.

Title Notes:
This survey reflects any agreements, restrictions or covenants affecting the property as recorded in the Public Records of Broward County, Florida. For a complete description of the property, please consult the recorded documents in the Public Records of Broward County, Florida. This property is subject to any easements or restrictions as shown on the plat. Please consult the recorded documents in the Public Records of Broward County, Florida for a complete description of the property.

Zoning Notes:
This property is located in the City of Fort Lauderdale, Broward County, Florida. The zoning district is Zoned OAD (Fort Lauderdale General Aviation District). Please consult the Fort Lauderdale Zoning Code for more information on zoning regulations.

McLAUGHLIN ENGINEERING COMPANY
P.O. Box 53
Fort Lauderdale, FL 33302
Phone: (954) 566-5511
Fax: (954) 566-5515

Officer's Notes:
Filed for Walker & Walker Law Firm, P.A.
Received in Office:
Filed in Office:
Prepared by:
Approved by:

Office Notes:
Filed for Walker & Walker Law Firm, P.A.
Received in Office:
Filed in Office:
Prepared by:
Approved by:

Inverted Cypress Creek Plat

McLAUGHLIN ENGINEERING COMPANY
P.O. Box 53
Fort Lauderdale, FL 33302
Phone: (954) 566-5511
Fax: (954) 566-5515

Officer's Notes:
Filed for Walker & Walker Law Firm, P.A.
Received in Office:
Filed in Office:
Prepared by:
Approved by:

Office Notes:
Filed for Walker & Walker Law Firm, P.A.
Received in Office:
Filed in Office:
Prepared by:
Approved by:

Inverted Cypress Creek Plat

McLAUGHLIN ENGINEERING COMPANY
P.O. Box 53
Fort Lauderdale, FL 33302
Phone: (954) 566-5511
Fax: (954) 566-5515

Officer's Notes:
Filed for Walker & Walker Law Firm, P.A.
Received in Office:
Filed in Office:
Prepared by:
Approved by:
August 13, 2019

COVER SHEET
City of Fort Lauderdale
Development Review Committee
Plat Submittal
For
“2050 CYPRESS CREEK”

This plat site is on the South side of N.W. 62nd Street (Cypress Creek Road), 1240 feet East of N.W. 21st Avenue, abutting Fort Lauderdale Executive Airport. The Broward County Planning Council has determined that platting is required because the lands have never been platted. The property is a portion of the Southwest one-quarter (SW ¼) of Section 9, Township 49 South, Range 42 East, Broward County, Florida. The property contains 95,905 square feet or 2.2017 +/- acres. Presently the site includes buildings with 13,200 square feet of Commercial use. The plat will be a Parcel “A” plat and will be restricted to 41,000 square feet of Commercial Use.

TABLE OF CONTENTS:

1) Narrative describing the request with the applicable Sections of the ULDR:
   47.24.5 and 47.25.2
2) Proposed plat drawings
3) Current Survey of property
4) Site Plan (Preliminary)
5) Aerial photograph showing parcels within 700 feet

Prepared By:
James McLaughlin
McLaughlin Engineering Company
1700 N.W. 64th STREET, SUITE 400
Fort Lauderdale, Florida 33309
(954) 763-7611 Fax (954) 763-7615
Email: MECO400@AOL.COM
Point-by-Point Narrative
Sec. 47-24.5, Subdivision Regulations for Plat of
“2050 CYPRESS CREEK”
Page one of two

August 13, 2019

Prepared by: James McLaughlin
McLaughlin Engineering Company
1700 N.W. 64th Street, Suite 400
Fort Lauderdale, Florida 33309
(954) 763-7611

Sec. 47-24.5 (A)(2)
This land has never been platted, therefore plating is required under the Broward County Land
Development Code. The parcel will be recorded as Parcel “A”, “2050 CYPRESS CREEK”

Sec. 47-24.5 (B)
The property owner will follow the processes as outlined in this section. McLaughlin Engineering
Company, Surveyor, will revise the plat according to the DRC comments and is routing the plat through
the Broward County Platting process for recordation.

Sec. 47-24.5 (C)
McLaughlin Engineering Company will prepare the final “Mylar” of the plat showing and including all of
the requirements as listed in Sec. 47-24.5 (C) (1, 2, 3a – 3q).

Sec. 47-24.5(D.1a thru 1m)
This site is being platted in anticipation of future development and will be restricted as follows: This plat is
restricted to 41,000 square feet of Commercial Use. This project anticipates no additional Right-of-Way
dedication on N.W. 62nd Street (Cypress Creek Road – 110’ corridor) as it currently complies with the
Broward County Trafficways Map. All future driveways will be constructed to meet all of the City of Fort
Lauderdale’s criteria for site development.

Sec. 47-24.5(D.1n)
This plat will be restricted to 41,000 square feet of Commercial. The property will be recorded as a one-
parcel plat, Parcel “A”. Easements required by the franchised utility companies (if any) will be shown on
the plat and recorded in the Broward County Records.
Point-by-Point Narrative
Sec. 47-24.5, Subdivision Regulations for Plat of
“2050 CYPRESS CREEK”
Page two of two

Sec. 47-24.5 (E1 – E2)
This section has to do with required subdivision improvements, preparation of plans and providing
subdivision improvement bonds. If any are required, these will be prepared and submitted in
accordance with the procedures that have been established by the City of Fort Lauderdale and Broward
County.

Sec. 47-24.5 (E3a)
This project currently complies with the Broward County Trafficways Map requirements. The Permanent
Reference Monuments (PRM’S) will be set in accordance with Florida Statute, Chapter 177, Part 1,
Section 177.091, and will be shown on the final plat.

Sec. 47-24.5 (E3b –E3c)
Grading and Storm Drainage: No additional improvements are being sought with this platting. The
future development will include an on-site grading plan and is included along with the “Site Plan”
currently in process and will be constructed in accordance with City of Fort Lauderdale specifications.

Sec. 47-24.5 (E3d)
Paving: No additional improvements are being sought with this platting. The future development is in
the “Site Plan” process and is being done in accordance with all requirements and specifications of the
City of Fort Lauderdale.

Sec. 47-24.5 (E3e)
Sidewalks, A 7 foot Concrete sidewalk currently exists on N.W. 62nd Street (Cypress Creek Road).

Sec. 47-24.5 (E3f)
Water service will be provided by The City of Fort Lauderdale and connected to the system according to
the requirements and provisions established by the City of Fort Lauderdale.

Sec. 47-24.5 (E3g)
Sanitary sewer service will be provided by Broward County and connected to the system according to
the requirements and provisions established by the City of Fort Lauderdale.
Point-by-Point Narrative

Sec. 47-25.2, Adequacy Requirements for Plat of
“2050 CYPRESS CREEK”

Page one of two

August 13, 2019

Prepared by: James McLaughlin
McLaughlin Engineering Company
1700 N.W. 64th Street, Suite 400
Fort Lauderdale, Florida 33309
(954) 763-7611

Sec. 47-25.2(A)
The adequacy requirements set forth herein are for a total 41,000 square feet of Commercial Use
(13,200 square feet existing to be demolished).

Sec. 47-25.2(B)
Site Plan for a redevelopment is being processed through the governmental departments and agencies
of the City of Fort Lauderdale and will be developed in such a way as to not hinder or interfere with the
City of Fort Lauderdale’s communication network.

Sec. 47-25.2(C)
As stated above, a site plan is being processed through the City and will be designed in such a way as
to meet all of the requirements of this section by designing retention areas and/or drainage structures so
that the required retention of storm water runoff dictated by the City of Fort Lauderdale is maintained on
site.

Sec. 47-25.2(D.1 – D.2)
This site is located on a previously developed site and no identified environmentally sensitive lands
exist.

Sec. 47-25.2(E)
The owner will develop the site in accordance with all City and County fire codes and regulations.

Sec. 47-25.2(F)
This site is being developed without a residential component. Park Impact fees will not be assessed
according to Section 47-38A of the ULDR by the City of Fort Lauderdale.

Sec. 47-25.2(G)
The site is to be developed in a manner that will not hinder Police protection services. The development
will provide improvements, which are consistent with Crime Prevention.
Point-by-Point Narrative
Sec. 47-25.2, Adequacy Requirements for Plat of
“2050 CYPRESS CREEK”
Page two of two

Sec. 47-25.2(H)
This site will be tied into the City of Fort Lauderdale water facilities. The City of Fort Lauderdale Water service is adequate for the needs of the proposed development.

Sec. 47-25.2(I)
The site will be tied into the City of Fort Lauderdale sewer system. The City of Fort Lauderdale service is adequate for the needs of the proposed development.

Sec. 47-25.2(J)
School impact fees will not be assessed in accordance with the provisions of the Broward County Land Development Code and the School Board of Broward County as no residential component is proposed.

Sec. 47-25.2(L)
As was stated in the comment regarding Sec. 47-25.2(C), the development, stormwater and drainage structures and calculations and easements, if required, will be constructed in accordance with the South Florida Building Code; the City of Fort Lauderdale engineering standards and all other applicable engineering standards.

Sec. 47-25.2(M)
This site falls within the “CENTRAL” Concurrency District of Broward County and will be subject to Transit Concurrency fees. The site lies on N.W. 62nd Street (Cypress Creek Road) and the right-of-way complies with the City of Fort Lauderdale and Broward County Trafficways (110’ total corridor) requirements. The site is within the jurisdiction of the City of Fort Lauderdale and will be developed in accordance with the guidelines established by the City of Fort Lauderdale for Commercial use. If any easement dedications are required by the City and/or County they will be dedicated by this plat and will be shown before the plat is recorded in the public records of Broward County. Street trees, as required by Sec. 47-25.2 M.9 will be planted (if required) in accordance with said section and will be shown on the Site Plan.

Sec. 47-25.2(N)
This site will tie into the City of Fort Lauderdale Sanitary Sewer system in accordance with all applicable requirements of the City of Fort Lauderdale all modifications will be addressed during Site Plan approval. No alterations are being requested as part of the platting process.

Sec. 47-25.2(O)
The trash will be removed from the site for a fee and no changes are contemplated.

Sec. 47-25.2(P)
There are no historic or archaeological resources on this site.

Sec. 47-25.2(Q)
This site is not on an existing evacuation route/plan.
TITLE CERTIFICATE

Broward County Land Development Code-Section 5-189-(C) (3)
Florida Statutes Chapter 177

TO: Broward County Board of County Commissioners

With the understanding that this Title Certificate is furnished to Broward County Board of County Commissioners, as inducement for acceptance of a proposed plat covering the real property, hereinafter described, it is hereby certified that the following report reflects a comprehensive search of the Public Records affecting the described property covering the period from the beginning to the 10th day of July 2019, at the hour of 11:00 P.M., inclusive, of the following described property, and we recognize that the County is relying on this Title Certificate with regard to the Acceptance of a Plat.

Legal Description:

See Exhibit "A" Attached

We hereby certify that on the last-mentioned date, the fee simple title to the above-described real property was vested in:

Names of all Owner(s) of Record:

West Cypress Creek Holdings, LLC, a Florida limited liability company (Instrument Number 115083476)

NOTE: If any property owner is a partnership or trust, please include the names of all partner(s) or trustee(s) who are required to execute the plat dedication.

Subject to the following:

Mortgage(s) of Record: SEE ATTACHED

Easement(s) and Rights-of-Way Documents: SEE ATTACHED

THTF Deeds and Releases: SEE ATTACHED

WE HEREBY CERTIFY that the foregoing certificate reflects a comprehensive search of the Public Records of Broward County, Florida, affecting the above described property. In witness whereof, Paramount Title Services, Inc., has caused this Certificate to be signed by an authorized signatory and sealed with the corporate seal this 22nd day of July 2019

Evelyn Branats
Name

(Corporate Seal)

Signature
LEGAL DESCRIPTION (2050 CYPRESS CREEK):

A parcel of land in the Southwest one-quarter (SW 1/4 of Section 9, Township 49 South, Range 42 East, more fully described as follows:

Commencing at the Northwest corner of Southwest one-quarter (SW 1/4) of Section 9, Township 49 South, Range 42 East; thence North 88°09'08" East along the North boundary of said Southwest one-quarter (SW 1/4) of Section 9, a distance of 1237.36 feet; thence South 01°50'52" East, a distance of 50.00 feet to the Point of Beginning; thence North 88°09'08" East, a distance of 200.00 feet; thence South 06°13'37" East, a distance of 434.47 feet; thence South 83°46'23" West, a distance of 233.85 feet; thence North 01°50'52" West, a distance of 450.96 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 95,905 square feet or 2.2017 acres more or less.
Mortgage(s) of Record:

1. **FEE MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT**: West Cypress Creek Holdings, LLC, a Florida limited liability company TO SunTrust Bank, in its capacity as administrative agent for the Lenders, dated October 12, 2018, filed October 15, 2018 under Instrument Number 115383605.

2. **FINANCING STATEMENT**: West Cypress Creek Holding, LLC TO SunTrust Bank, in its capacity as administrative agent, filed October 15, 2018, under Instrument Number 115383606.

Easement(s) and Rights-of-Way Documents:

1. **RIGHT OF WAY DEED**: City of Fort Lauderdale, a Florida municipal corporation TO Broward County, a political subdivision of the State of Florida, dated January 16, 1979, filed March 20, 1979 in O.R. Book 8122, Page 282.

TITF Deeds and Releases:

1. **DEED**: Trustees of the Internal Improvement Fund of the State of Florida TO Florida Coast Line Canal and Transportation Company, dated September 24, 1890, filed December 2, 1890 in Deed Book D, Page 362.

Shown for Reference:


This Instrument was prepared by:
Record and Return to:
Damaso W. Saavedra, Esq.
Saavedra | Goodwin
312 S.E. 17 Street-Second Floor
Fort Lauderdale, FL 33316

Property ID Number: 4942-09-00-0151

This Corrective Trustee’s Quit-Claim Deed is being recorded to correct the legal description attached to the Trustee’s Quit-Claim Deed as Exhibit “A”, recorded December 7, 2017 as Instrument #114763664 of the Public Records of Broward County, Florida.

This Trustee’s Deed is not subject to stamp tax as the Grantee is the 100% beneficial owner of the Grantor Trust as the sole Trust beneficiary.

CORRECTIVE TRUSTEE’S QUIT-CLAIM DEED

THIS CORRECTIVE TRUSTEE’S QUIT-CLAIM DEED, executed as of the 1st day of December, 2017, by DAMASO W. SAAVEDRA, individually and as Trustee of The Cypress Creek Settlement Land Trust, whose post office address is 312 SE 17th Street, Second Floor, Fort Lauderdale, FL 33316, first party, to WEST CYPRESS CREEK HOLDINGS, LLC, a Florida limited liability company, whose post office address is 4860 NE 12th Avenue, Oakland Park, FL 33334, second party:

(Whenever used herein, the terms “first party” and “second party” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, whenever the context so admits or requires.)

Witnesseth, that the first party, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to first party in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, to-wit:

See Exhibit “A” attached hereto and incorporated herein by reference.

Subject to taxes for the year 2018 and subsequent years, covenants, conditions, restrictions, reservations, easements, limitations and/or rights-of-way of record, if any.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, for the use, benefit and profit of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Print Name: 
DAMASO W. SAAVEDRA, individually and as Trustee of The Cypress Creek Settlement Land Trust

Print Name: Deborah K. Antonelli

(00240146.DOC. 1) 1
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of May, 2018, by DAMASO W. SAAVEDRA, individually and as Trustee of The Cypress Creek Settlement Land Trust, who is personally known to me or has produced N/A as identification and who did/did not take an oath.

(SEAL)

DEBORAH K. ANTONELLI
MY COMMISSION # GG 027441
EXPIRES: January 7, 2021
Bonded thru Notary Public Underwriters

Deborah K. Antonelli
NOTARY PUBLIC, State of Florida
My Commission Expires
EXHIBIT “A”

A parcel of land lying in the SW 1/4 of Section 9, Township 49 South, Range 42 East, Broward County, Florida, more fully described as follows:

Commence at the Northwest corner of the SW 1/4, of Section 9, Township 49 South, Range 42 East; thence North 88 degrees 09'08" East along the North boundary of said SW 1/4 of Section 9, a distance of 1,237.36 feet; thence South 01 degrees 50'52" East, a distance of 50.00 feet to the Point of Beginning; thence North 88 degrees 09'08" East, a distance of 200.00 feet; thence South 06 degrees 13'37" East, a distance of 434.47 feet; thence South 83 degrees 46'23" West, a distance of 233.85 feet; thence North 01 degrees 50'52" West, a distance of 450.96 feet to the Point of Beginning.
STATE OF FLORIDA
COUNTY OF BROWARD

RE: FEE MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT DATED AS OF OCTOBER 12, 2018 FROM WEST CYPRESS CREEK HOLDINGS, LLC TO SUNTRUST BANK, IN ITS CAPACITY AS ADMINISTRATIVE AGENT

NOTICE TO RECORDER: In 2013, the parties hereto (or affiliates thereof) recorded certain commercial leasehold mortgages and related modifications (the "Other Initial Mortgages") on various parcels of real estate (the real estate covered by the Other Initial Mortgages, the "Initial Collateral") located in Florida, New York and Georgia, together collectively secured an initial loan amount of $200,000,000 (the "Initial Principal Amount"), of which $179,635,000 (the "Initial Florida Allocated Amount") was allocated to collateral in the State of Florida and $20,365,000 (the "Initial Out of State Allocated Amount") was allocated to out of state collateral in New York and Georgia. Of the Initial Florida Allocated Amount, the principal amount of $140,804,704.60 was taxable ("Initial Florida Taxable Debt") and $38,830,296 was non-taxable under Florida Stat. § 159.31 (the "Exempt Debt"). Therefore in 2013, the total Documentary Stamp Tax paid in Florida on the Initial Florida Taxable Debt was $492,819.60, which total was allocated among the various collateral properties located in Florida. No Documentary Stamp Taxes were owed in 2013 on the Exempt Debt pursuant to Florida Stat. §§ 159.31 and 201.24. And in 2013, the total Intangible Tax paid in Florida on the Initial Florida Taxable Debt was $281,909.41, which total was allocated among the various collateral properties located in Florida.

In July 2015, each of the Other Initial Mortgages was amended by a modification of leasehold mortgage, assignment of leases and rents, and security agreement, dated July 15, 2015 and duly recorded with the Clerk of the Court or other applicable governmental authority in the jurisdiction in which the applicable Initial Collateral was located (collectively, the "Other Initial Mortgage Modifications"). The Other Initial Mortgage Modifications increased the aggregate Initial Principal Amount secured thereby from $200,000,000 to $260,000,000 (such increase, the "$60,000,000 Extension Amount"); the Initial Principal Amount of $200,000,000 plus the $60,000,000 Extension Amount for a new total of $260,000,000 may be referred to as the "Original Principal Amount". Of the $60,000,000 Extension Amount, $53,865,511 was allocated to collateral in Florida (the "2015 Florida Allocated Extension Amount") and $6,134,489 was allocated to out of state collateral located in New York and Georgia (the "Out of State Collateral").

Of the 2015 Florida Allocated Extension Amount, the principal amount of $53,865,511 was taxable (the "2015 Florida Taxable Extension Debt") and $0- was non-taxable under Florida Stat. § 159.31 (the "2015 Exempt Extension Debt"). Therefore, in 2015, the total Documentary Stamp Tax paid in Florida on the 2015 Florida Taxable Extension Debt was $188,529.29, which total was allocated among the various collateral properties located in Florida. No Documentary Stamp Taxes were owed in 2015 on the 2015 Exempt Extension Debt pursuant to Florida Stat. §§ 159.31 and 201.24. In 2015, the total Intangible Tax paid in Florida on the 2015 Florida Taxable Extension Debt was $107,731.02, which total was allocated among the various collateral properties located in Florida.
In March 2017, each of the Other Initial Mortgages was amended by a modification of leasehold mortgage, assignment of leases and rents, and security agreement, dated as of March 17, 2017 and duly recorded with the Clerk of the Court or other applicable governmental authority in the jurisdiction in which the applicable Initial Collateral was located (collectively, the “Further Modified Other Initial Mortgage Modifications”). The Further Other Modified Initial Mortgage Modifications increased the aggregate Initial Principal Amount secured thereby from $260,000,000 to $335,000,000 (such increase, the “$75,000,000 Extension Amount”; the Initial Principal Amount of $200,000,000 plus the $60,000,000 Extension Amount plus the $75,000,000 Extension Amount for a new total of $335,000,000 may be referred to as the “Current Principal Amount”). Of the $75,000,000 Extension Amount, $67,128,138 was allocated to collateral in Florida (the “2017 Florida Allocated Extension Amount”) and $7,871,862 was allocated to collateral located in New York and Georgia (the “Out of State Collateral”). Of the 2017 Florida Allocated Extension Amount, the principal amount of $67,128,138 was taxable (the “2017 Florida Taxable Extension Debt”) and $0- was non-taxable under Florida Stat. § 159.31 (the “2017 Exempt Extension Debt”). Therefore, in 2017, the total Documentary Stamp Tax paid in Florida on the 2017 Florida Taxable Extension Debt was $234,952.34, which total was allocated among the various collateral properties located in Florida. No Documentary Stamp Taxes were owed in 2017 on the 2017 Exempt Extension Debt pursuant to Florida Stat. §§ 159.31 and 201.24. In 2017, the total Intangible Tax paid in Florida on the 2017 Florida Taxable Extension Debt was $134,256.28, which total was allocated among the various collateral properties located in Florida.

The attached Instrument is being recorded pursuant to the terms of the Credit Agreement referenced herein and that certain Guarantor Joinder Agreement dated on or about the date hereof, pursuant to which the Grantor is Guarantor of the Further Modified Other Initial Mortgage Modifications. The limitation upon recovery as to the Current Principal Amount remains in full force and effect and has not been modified, amended or increased by this Instrument; accordingly, no additional documentary stamp tax or non-recurring intangibles tax is due on the recording of this Instrument.

FEE MORTGAGE, ASSIGNMENT
OF LEASES AND RENTS AND SECURITY AGREEMENT

THIS FEE MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT, (the “Mortgage”) is made and entered into as of the 12 day of October, 2018, from WEST CYPRESS CREEK HOLDINGS, LLC, a Florida limited liability company, with an address of 4860 NE 12th Avenue, Ft. Lauderdale, Florida 33334, Attention Gerald M. Holland, Manager (the “Grantor”), as mortgagor, to SUNTRUST BANK, in its capacity as Administrative Agent for the Lenders from time to time party to the Credit Agreement referenced below, with an address of 303 Peachtree Street, N.E., Atlanta, Georgia 30308, Attention: Doug Weltz (in such capacity, together with any successors and permitted assigns, the “Agent”), as mortgagee.

RECITALS:

WHEREAS, Grantor and certain other affiliates of the Grantor, as co-guarantors (collectively, the “Guarantors”), along with certain other affiliates of the Grantor, as borrowers (collectively, the “Borrowers”) have entered into that certain Credit Agreement dated as of August 15, 2013, as amended and restated on March 17, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement), among the Borrowers
and Guarantors (including the Grantor, collectively, the “Loan Parties”). SunTrust Bank, as Administrative Agent and Issuing Bank, and the Lenders from time to time party thereto;

WHEREAS, the Grantor is the owner of the fee interest in the real property described on Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, the Grantor is required to execute and deliver this Mortgage pursuant to the Credit Agreement; and

WITNESSETH:

This Mortgage secures: (i) the payment and performance by the Grantor of its Obligations under the Credit Agreement (as defined in the Credit Agreement), and under all other Loan Documents including the Bonds and the Notes (as defined in the Credit Agreement) executed by the Grantor in connection with the loans (the “Loans”); and (ii) the payment by the Grantor of all other sums, with interest thereon, advanced in accordance with the Credit Agreement or any other Loan Document to protect the security of this Mortgage (collectively, the “Secured Obligations”).

The Grantor, in consideration of the indebtedness herein recited and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has irrevocably granted, released, sold, remised, bargained, assigned, pledged, warranted, transferred and conveyed, and does hereby grant, release, sell, remise, bargain, assign, pledge, warrant, transfer and convey to the Agent, and each of Agent’s successors and/or assigns, all of the Grantor’s right, title and interest in and to the following described land, real property interests, buildings, improvements, fixtures and other collateral:

(a) All of that tract or parcel of land and other real property interests in and to that certain real property situated in Broward County, Florida, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “Land”), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining thereto, and all of the estate, right, title, interest, claim and demand whatsoever of the Grantor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired; and

(b) All buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the “Improvements”) and all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid Land, and all fixtures now or hereafter owned by the Grantor, if any, and located on or attached to and used in connection with the aforesaid Land and Improvements (collectively, the “Fixtures”), and all articles of personal property now or hereafter owned by the Grantor and attached to or contained in and used in connection with the aforesaid Land and Improvements (including, but not limited to, all furniture, furnishings, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto), and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Land and Improvements in any manner (the “Tangible Personality”) and all proceeds of the Tangible Personality, and all appurtenances to the Land (the “Appurtenances”)
and all proceeds and products of the Land, including casualty and condemnation proceeds (collectively, the "Proceeds") (hereinafter, the Land, the Improvements, the Fixtures, the Tangible Personality, the Appurtenances and the Proceeds may be collectively referred to as the "Premises").

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging, subject to the Permitted Encumbrances (hereinafter defined), to the Agent and the Agent's successors and assigns to secure the Indebtedness (hereinafter defined) and other obligations herein recited; provided that, should: (i) the Indebtedness secured hereby be paid in full, all Commitments have expired or terminated and the Borrowers and Guarantors fully discharge their obligations secured hereby and satisfy the obligations in full; or (ii) the conditions set forth in the Credit Agreement for the release of this Mortgage be fully satisfied, the lien and security interest of this Mortgage shall cease, terminate and be void and Agent shall promptly cause a release of this Mortgage to be filed in the appropriate office; and until such obligations are fully satisfied, it shall remain in full force and effect.

And, as additional security for the Indebtedness, the Grantor hereby irrevocably assigns to the Agent, for the benefit of the Secured Parties, all of Grantor's right, title and interest, as lessee, in and to any security deposits, rents, issues, profits and revenues of the Premises from time to time accruing (the "Rents and Profits") which assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Notwithstanding the foregoing, so long as no Event of Default (as defined in Article III) shall exist, Grantor shall have a license (which license shall terminate automatically and without notice upon the occurrence and during the continuance of an Event of Default) to collect, but not prior to accrual, all Rents and Profits. In the event, however, that Grantor shall cure any such Event of Default, then the license granted under this paragraph shall be reinstated unless and until another Event of Default occurs, at which time the license shall again terminate.

As additional collateral and further security for the Indebtedness, the Grantor does hereby assign to Agent and grants to Agent a security interest in all of the right, title and the interest of the Grantor in and to any and all insurance policies and proceeds thereof and any and all leases (including equipment leases), rental agreements, management contracts, construction contracts, architects' contracts, technical services agreements, or other contracts, licenses and permits to the extent now or hereafter relating solely to the Premises (the "Intangible Personality") or any part thereof, and the Grantor agrees to execute and deliver to the Agent such additional instruments, in form and substance reasonably satisfactory to the Agent, as may hereafter be reasonably requested by the Agent to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by the Agent to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon the Agent any obligation with respect thereto. Notwithstanding the foregoing provisions, such assignment and grant of security interest contained herein shall not extend to, and the Intangible Personality shall not include, any personality which is now or hereafter held by the Grantor as licensee, lessee or otherwise, to the extent that such personality is not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law); provided, however, that the foregoing assignment and grant of security interest shall extend to, and the Intangible Personality shall include, any and all proceeds of such personality to the extent that the assignment or encumbering of such proceeds is not so restricted under the terms of the license, lease or other agreement applicable thereto.

All the Tangible Personality which comprises a part of the Premises shall, as far as permitted by law, be deemed to be affixed to the aforesaid Land and conveyed therewith. Grantor hereby grants a
security interest as to the balance of the Tangible Personality and the Intangible Personality, and this Mortgage shall be considered to be a security agreement which creates a security interest in such items for the benefit of the Agent. In that regard, the Grantor grants to the Agent all of the rights and remedies of a secured party under the laws of the state in which the Premises are located.

The Grantor and the Agent covenant, represent and agree as follows:

ARTICLE I

Indebtedness Secured

1.1 **Indebtedness.** The Agent and the Lenders have established Three Hundred Thirty-five Million and No/100 Dollars ($335,000,000) in Loans in favor of the Borrowers pursuant to the terms of the Credit Agreement. This Mortgage is given to secure the payment and performance by the Grantor and the other Loan Parties of the Secured Obligations (all of which whether now existing or hereafter arising, collectively, the "Indebtedness").

1.2 **Future Advances.** This Mortgage is given to secure the Indebtedness and the repayment of the aforesaid credit facilities together with each advance of any Loans, any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure all future advances and readvances that may subsequently be made to the Borrowers (or any individual Borrower or other Loan Party) by the Lenders evidenced by any Note given in connection with the aforesaid Credit Agreement, and all renewals, modifications, replacements and extensions thereof.

ARTICLE II

Grantor's Covenants, Representations and Agreements

2.1 **Title to Property.** The Grantor represents and warrants to the Agent (i) that it is seized of the Land and the Improvements and has indefeasible fee simple title to the Land and the Improvements and has the right to encumber and convey the same, and title to such Land and Improvements is free and clear of all liens and encumbrances except for Permitted Encumbrances, (ii) that it is the owner of the Tangible Personality free and clear of all liens and encumbrances except for the Permitted Encumbrances and (iii) that it will warrant and defend the title to such property except for the Permitted Encumbrances against the claims of all Persons. As to the balance of the Premises, the Rents and Profits and the Intangible Personality, the Grantor represents and warrants that it will defend such property against the claims of all Persons subject to the Permitted Encumbrances.

2.2 **Taxes and Fees.** The Grantor will pay prior to delinquency all taxes, general and special assessments, permit fees, inspection fees, user fees, license fees, water and sewer charges, and franchise fees lawfully levied, imposed or asserted by the United States of America or any state, county, municipality or other taxing authority upon the Grantor in respect of the Premises or any charge which, if unpaid, would become a lien or charge upon the Premises prior to or equal to the lien of this Mortgage for any amounts secured hereby or which would have priority or equality with the Mortgage in the distribution of the proceeds of any foreclosure sale of the Premises (collectively, "Governmental Assessments") and all insurance premiums due and payable in connection with maintaining the insurance required under Section 2.9(a) as required by the terms and conditions of the Credit Agreement (and the Grantor, upon request of the Agent, will submit to the Agent receipts evidencing said payments). The Grantor shall also pay all mortgage taxes, recording fees and all other costs and expenses, if any, due or
payable in connection with the execution, delivery and/or recording of this Mortgage and in connection with any advance secured by this Mortgage.

2.3 **Reimbursement.** Subject to the right of the Grantor set forth in Section 5.5 of the Credit Agreement to contest any tax assessment or charge, the Grantor agrees that if it shall fail to pay on or before the date that the same become delinquent any Governmental Assessment or any utility charge, whether public or private, or any insurance premium, on or prior to the cancellation date of such insurance, or if it shall fail to procure the insurance coverage and deliver the insurance certificates required hereunder, or if it shall fail to pay any other charge or fee described in Sections 2.2, 2.3, 2.6 or 5.6 hereof, then the Agent, at its option, may pay or procure the same and will give the Grantor prompt notice of any such expenditures. The Grantor will reimburse the Agent within thirty (30) days of demand for any sums of money paid by the Agent pursuant to this Section, together with interest on each such payment at the default rate under the Credit Agreement, and all such sums and interest thereon shall be secured hereby.

2.4 **Additional Documents.** The Grantor agrees to execute and deliver to the Agent, concurrently with the execution of this Mortgage and upon the reasonable request of the Agent from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. The Grantor hereby authorizes the Agent to prepare and file such financing statements, fixture filings, renewals thereof, amendments thereof, supplements thereto and other instruments as the Agent may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereby in accordance with the Uniform Commercial Code as adopted and as in effect in the state in which the Land is located (the "UCC").

2.5 **Sale or Encumbrance.** Except as otherwise permitted in the Credit Agreement, the Grantor will not sell, encumber or otherwise dispose of any of the Tangible Personality except to incorporate such into the Improvements or replace such with goods of quality and value at least equal to that replaced. In the event the Grantor sells or otherwise disposes of any of the Tangible Personality other than as permitted above, the Agent’s security interest in the proceeds of the Tangible Personality shall continue pursuant to this Mortgage.

2.6 **Fees and Expenses.** The Grantor will promptly pay upon demand any and all reasonable costs and expenses of the Agent and the Agent, including, without limitation, reasonable attorneys’ fees actually incurred by Agent, (a) as required under the Credit Agreement and (b) as necessary to protect the Premises, the Rents and Profits or the Intangible Personality in accordance with Section 5.6 hereof, or to exercise any rights or remedies under this Mortgage or with respect to the Premises, Rents and Profits or the Intangible Personality. All of the foregoing costs and expenses shall be secured hereby.

2.7 **Leases and Other Agreements.** The Grantor shall faithfully keep and perform, or cause to be kept and performed, in all material respects, all of the covenants, conditions, and agreements contained in each material lease now or hereafter affecting the Premises on the part of the Grantor to be kept and performed (including performance of all covenants to be performed under any and all leases of the Premises or any part thereof) and shall at all times use commercially reasonable efforts to enforce, with respect to each other party to said agreements, all material obligations, covenants and agreements by such other party to be performed thereunder.

2.8 **Maintenance of Premises.** The Grantor will abstain from and will not permit the commission of any material waste in or about the Premises and will maintain, or cause to be maintained, the Premises in reasonable condition and repair, ordinary wear and tear and casualty and obsolescence excepted.
2.9 **Insurance.**

(a) **Types Required.** The Grantor shall maintain insurance for the Premises as set forth in Section 5.8 of the Credit Agreement.

(b) **Use of Proceeds.** The Grantor assigns to the Agent any proceeds which may become due by reason of any material loss, damage to or destruction of the Premises to which the Grantor is entitled. Notwithstanding the foregoing, subject to the provisions of the Credit Agreement, provided no Event of Default has occurred and is continuing, the Grantor shall have the right to collect any insurance proceeds and to apply such proceeds to the restoration of the Premises. To the extent such proceeds are applied to the repayment of the balance due under each Note and the other Loan Documents, if such proceeds exceed the balance due under each Note and other Loan Documents, any such excess shall be repaid to the Grantor.

2.10 **Eminent Domain.** Subject to the provisions of the Credit Agreement, the Grantor assigns to the Agent any proceeds or awards which may become due by reason of any condemnation or other taking for public use of the whole or any part of the Premises or any rights appurtenant thereto to which the Grantor is entitled, and such proceeds or awards shall be applied in the same manner the insurance proceeds are applied as set forth in the Credit Agreement. If such proceeds exceed the balance due under each Note and other Loan Documents, any such excess shall be repaid to the Grantor. The Grantor agrees to execute such further assignments and agreements as may be reasonably required by the Agent to assure the effectiveness of this Section. In the event any Governmental Authority shall require or commence any proceedings for the demolition of any buildings or structures comprising a part of the Premises, or shall commence any proceedings to condemn or otherwise take pursuant to the power of eminent domain a material portion of the Premises, the Grantor shall promptly notify the Agent of such requirements or commencement of proceeding (for demolition, condemnation or other taking). Notwithstanding the foregoing, subject to the provisions of the Credit Agreement, provided no Event of Default has occurred and is continuing, the Grantor shall have the right to collect and retain any such proceeds or awards.

2.11 **Releases and Waivers.** The Grantor agrees that no release by the Agent of any portion of the Premises, the Rents and Profits or the Intangible Personality, no subordination of lien, no forbearance on the part of the Agent to collect on any Loans, or any part thereof, no waiver of any right granted or remedy available to the Agent and no action taken or not taken by the Agent shall, except to the extent expressly released, in any way have the effect of releasing the Grantor from full responsibility to the Agent for the complete discharge of each and every of the Grantor’s obligations hereunder.

2.12 **Transfer of Premises.** Except as otherwise permitted in the Credit Agreement, the Grantor covenants and agrees with the Agent that the Grantor shall not sell, transfer, convey, mortgage, encumber or otherwise dispose of the Premises, the Rents and Profits or the Intangible Personality or any part thereof or any interest therein or engage in subordinate financing with respect thereto during the term of this Mortgage without the prior written consent of the Agent.

2.13 **Compliance with Law.** The Grantor will comply with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental authorities in respect of the ownership of the Premises (including applicable statutes, regulations, orders and restrictions relating to environmental standards and controls) to the extent required by the Credit Agreement.

2.14 **Inspection.** Except as otherwise permitted in the Credit Agreement, the Grantor will permit the Agent, or its agents, at all reasonable times and with advance prior notice to enter and pass
through or over the Premises for the purpose of inspecting same; provided, however, so long as no Event of Default has occurred and is continuing inspections shall be at reasonable times during the Grantor's normal business hours.

2.15 [Reserved].

2.16 Security Agreement.

(a) This Mortgage is hereby made and declared to be a security agreement, encumbering each and every item of Fixtures and Tangible Personality. In furtherance thereof, in order to secure the payment of the Indebtedness, Grantor hereby grants to Agent a security interest in all of Grantor's right, title and interest in all Fixtures and Tangible Personality in compliance with the provisions of the UCC. A financing statement or statements reciting this Mortgage to be a security agreement, affecting all of said Fixtures and Tangible Personality, shall be appropriately filed by Agent. Grantor hereby authorizes the Agent to file financing statements in any jurisdiction and with any filing office that the Agent may determine, in its sole discretion, is necessary or advisable to perfect the security interests granted herein. Such financing statements may describe or indicate the collateral to the extent a security interest therein is granted hereby, including without limitation the description "All goods of the debtor that are or are to become fixtures located on the Land, whether now owned or hereafter acquired by Debtor and whether now or hereafter located on the Land" or words of similar import. To the extent permitted by applicable law, the remedies for any violation of the covenants, terms and condition of the security agreement herein contained shall be (i) as prescribed herein or (ii) as prescribed by general law or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified under the UCC, all at Agent's sole election. The Grantor and the Agent agree that the filing of such financing statement(s) in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the Grantor and the Agent that everything used in connection with the production of income from the Premises or adapted for use therein or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (a) any such item is physically attached to the improvements, (b) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (c) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (aa) the proceeds of any fire or hazard insurance policy or (bb) any award in eminent domain proceedings for a taking or for loss of value or (cc) the Grantor's interest as lessor in any present or future lease or rights to income growing out of the use or occupancy of the Premises, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of the Grantor or the Agent as determined by this instrument or impugning the priority of the Agent's lien granted hereby or by any other recorded document, but such mention in such financing statement(s) is declared to be for the protection of the Agent in the event any court shall at any time hold with respect to the foregoing (aa) or (bb) or (cc), that notice of the Agent's priority of interest to be effective against a particular class of persons, must be filed in the UCC records, provided, if there is a conflict between the terms of this paragraph and the terms of the Credit Agreement, the Credit Agreement shall govern.

(b) The Grantor warrants that the name and address of the "Debtor" (which is the Grantor) are as set forth in the preamble of this Mortgage and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. Grantor warrants that Grantor's exact legal name is correctly set forth in the preamble of this Mortgage. The Grantor agrees to furnish the Agent with notice of any change in the name, identity, corporate structure, residence, principal place of business or mailing address of the Grantor within ten (10) days of the effective date of any such change and the Grantor will promptly
take any action reasonably deemed necessary by the Agent to prevent any filed financing statement from becoming misleading or losing its perfected status.

ARTICLE III

Events of Default

An Event of Default shall exist under the terms of this Mortgage upon the existence of an Event of Default under the terms of the Credit Agreement as defined in Section 8.1 of the Credit Agreement.

ARTICLE IV

Foreclosure

4.1 Acceleration of Secured Indebtedness; Foreclosure. Upon the occurrence and during the continuance of an Event of Default, the Agent may exercise any remedies provided for in the Credit Agreement including, without limitation, declaring the Indebtedness due and payable immediately. Upon failure to pay the Indebtedness or reimburse any other amounts due under the Loan Documents in full at any stated or accelerated maturity and in addition to all other remedies available to the Agent at law or in equity, the Agent may do any of the following:

(a) Give such notice of default and of election to cause the Premises (together with the Rents and Profits, Intangible Property and all other property subject to this Mortgage) to be sold as may be required by law; and

(b) Commence proceedings for foreclosure of this Mortgage in the manner provided by law for the foreclosure of a real property mortgage or Mortgage.

4.2 Proceeds of Sale. The proceeds of any foreclosure sale of the Premises, or any part thereof, will be distributed and applied in accordance with the terms and conditions of the Credit Agreement (subject to any applicable provisions of applicable law).

ARTICLE V

Additional Rights and Remedies of the Agent

5.1 Rights Upon an Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Agent, immediately and without additional notice and without liability therefor to the Grantor, except for gross negligence, willful misconduct or unlawful conduct, may do or cause to be done any or all of the following to the extent permitted by applicable law: (a) exercise its right to collect the Rents and Profits; (b) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (c) expend Loan funds and any rents, income and profits derived from the Premises for the payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Improvements, preservation of the lien of this Mortgage and satisfaction and fulfillment of any liabilities or obligations of the Grantor arising out of or in any way connected with the Premises whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Mortgage; (d) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in any Note, this Mortgage, the Credit Agreement or the other Loan Documents, or to aid the execution of any power herein granted; and (e) generally, supervise, manage, and contract with reference to the Premises as if the Agent were equitable owner of the Premises. Notwithstanding the
occurrence of an Event of Default or acceleration of any Loans, the Agent shall continue to have the right
to pay money, whether or not Loan funds, for the purposes described in Sections 2.2, 2.6 and 2.8 hereof,
and all such sums and interest thereon shall be secured hereby. The Grantor also agrees that any of the
foregoing rights and remedies of the Agent may be exercised at any time during the continuance of an
Event of Default independently of the exercise of any other such rights and remedies, and the Agent may
continue to exercise any or all such rights and remedies until the Event(s) of Default are cured, until
foreclosure and the conveyance of the Premises to the high bidder or until the Credit Agreement is no
longer in effect or the Indebtedness is otherwise satisfied or paid in full.

5.2 Appointment of Receiver. Upon the occurrence and during the continuance of an Event
of Default, the Agent shall be entitled, without additional notice and without regard to the adequacy of
any security for the Indebtedness secured hereby, whether the same shall then be occupied as a homestead
or not, or the solvency of any party bound for its payment, to make application for the appointment of a
receiver to take possession of and to operate the Premises, and to collect the rents, issues, profits, and
income thereof, all expenses of which shall be added to the Indebtedness and secured hereby. The
receiver shall have all the rights and powers provided for under the laws of the state in which the
Premises are located, including without limitation, the power to execute leases, and the power to collect
the rents, sales proceeds, issues, profits and proceeds of the Premises during the pendency of such
foreclosure suit, as well as during any further times when the Grantor, its successors or assigns, except for
the intervention of such receiver, would be entitled to collect such rents, sales proceeds, issues, proceeds
and profits, and all other powers which may be necessary or are usual in such cases for the protection,
possessions, control, management and operation of the Premises during the whole of said period. All costs
and expenses (including receiver’s fees, reasonable attorneys’ fees and costs incurred in connection with
the appointment of a receiver) shall be secured by this Mortgage. Notwithstanding the appointment of
any receiver, Agent or other custodian, the Agent shall be entitled to retain possession and control of any
cash or other instruments at the time held by or payable or deliverable under the terms of the Mortgage to
the Agent to the fullest extent permitted by law.

5.3 Waivers. No waiver of any Event of Default shall at any time thereafter be held to be a
waiver of any rights of the Agent stated anywhere in any Note, this Mortgage, the Credit Agreement or
any of the other Loan Documents, nor shall any waiver of a prior Event of Default operate to waive any
subsequent Event(s) of Default. All remedies provided in this Mortgage, any Note, the Credit Agreement
or any of the other Loan Documents are cumulative and may, at the election of the Agent, be exercised
alternatively, successively, or in any manner and are in addition to any other rights provided by law.

5.4 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale
hereunder and at the time of such sale, the Grantor or the Grantor’s heirs, devisees, representatives,
successors or assigns are occupying or using the Premises, or any part thereof, each and all immediately
shall become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day,
terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of
the property occupied, such rental to be due daily to the purchaser; and to the extent permitted by
applicable law, the purchaser at such sale, notwithstanding any language herein apparently to the
contrary, shall have the sole option to demand possession immediately following the sale or to permit the
occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said
property upon demand, the purchaser shall be entitled to institute and maintain a summary action for
possession of the property (such as an action for forcible detainer) in any court having jurisdiction.

5.5 Marshalling. The Grantor hereby waives, in the event of foreclosure of this Mortgage
or the enforcement by the Agent of any other rights and remedies hereunder, any right otherwise available
in respect to marshalling of assets which secure any Loans and any other indebtedness secured hereby or
to require the Agent to pursue its remedies against any other such assets.

5.6 **Protection of Premises.** If Grantor fails to perform the covenants and agreements
contained in this Mortgage, the Credit Agreement or any of the other Loan Documents, and such failure
continues beyond any applicable grace, notice and cure periods, except in the case of an emergency in
which event Agent may act immediately, then Agent may take such actions, including, but not limited to,
disbursements of such sums, as Agent in its sole discretion deems necessary to protect Agent’s interest in
the Premises.

**ARTICLE VI**

**General Conditions**

6.1 **Terms.** The singular used herein shall be deemed to include the plural; the masculine
deemed to include the feminine and neuter; and the named parties deemed to include their heirs,
successors and permitted assigns. The term “Agent” shall include any payee of the indebtedness hereby
secured or any transferee thereof whether by operation of law or otherwise.

6.2 **Notices.** The method and effectiveness of delivery of all notices, requests and other
communications which relate to this Mortgage shall be governed by the terms of the Credit Agreement.

6.3 **Severability.** If any provision of this Mortgage is determined to be illegal, invalid or
unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full
force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable
provisions.

6.4 **Headings.** The captions and headings herein are inserted only as a matter of convenience
and for reference and in no way define, limit, or describe the scope of this Mortgage nor the intent of any
provision hereof.

6.5 **Conflicting Terms.** In the event the terms and conditions of this Mortgage conflict with
the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall
control and supersede the provisions of this Mortgage with respect to such conflicts.

6.6 **Governing Law.** This Mortgage shall be governed by and construed in accordance with
the internal law of the state in which the Premises are located.

6.7 **Application of the Foreclosure Law.** If any provision in this Mortgage shall be
inconsistent with any provision of the foreclosure laws of the state in which the Premises are located, the
provisions of such laws shall take precedence over the provisions of this Mortgage, but shall not
invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner
consistent with such laws.

6.8 **WRITTEN AGREEMENT.**

(a) THE RIGHTS AND OBLIGATIONS OF THE GRANTOR AND THE AGENT SHALL
BE DETERMINED SOLELY FROM THIS WRITTEN MORTGAGE AND THE OTHER LOAN
DOCUMENTS, AND ANY PRIOR ORAL OR WRITTEN AGREEMENTS BETWEEN THE AGENT
AND THE GRANTOR CONCERNING THE SUBJECT MATTER HEREOF AND OF THE OTHER
LOAN DOCUMENTS ARE SUPERSEDED BY AND MERGED INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS.

(b) THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS MAY NOT BE VARIED BY ANY ORAL AGREEMENTS OR DISCUSSIONS THAT OCCUR BEFORE, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS.

(c) THIS WRITTEN MORTGAGE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.9 WAIVER OF JURY TRIAL. THE AGENT AND THE GRANTOR HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS MORTGAGE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE AGENT AND THE GRANTOR, AND THE AGENT AND THE GRANTOR ACKNOWLEDGE THAT NO PERSON ACTING ON BEHALF OF ANOTHER PARTY TO THIS AGREEMENT HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE AGENT AND THE GRANTOR FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

6.10 State Specific Provisions. In the event of any inconsistencies between this Section 6.10 and any of the other terms and provisions of this Mortgage, the terms and provisions of this Section 6.10 shall control and be binding.

(a) This Mortgage secures all present and future loan disbursements made by the Agent under the Note, and all other sums from time to time owing to the Agent by the Grantor under the other Loan Documents, including sums advanced to protect the security of this Mortgage, which disbursements and other sums will constitute future advances under this Mortgage, whether such advances are obligatory or are to be made at the option of Agent. The total principal amount secured hereby is $335,000,000, the amount of such future advances shall not exceed two (2) times said principal amount and the time period within which such future advances are to be made is the period between the date hereof and May 31, 2045, the maturity date of the Obligations.

(b) The Grantor covenants and agrees with the Agent that: (a) the Grantor waives and agrees not to assert any right to limit future advances under this Mortgage, and any such attempted limitation shall be null, void, and of no force and effect, and (b) an Event of Default shall automatically exist if (i) the Grantor executes any instrument which would have the effect of impairing the priority of or limiting any future advance which might ever be made under this Mortgage, or (ii) the Grantor takes, suffers, or permits any action or occurrence which would adversely affect the priority of any future advance which might ever be made under this Mortgage.
(c) Upon payment of all sums secured by this Mortgage, the Agent shall release this Mortgage. The Grantee shall pay the Agent's reasonable costs incurred in releasing this Mortgage.
IN WITNESS WHEREOF, the Grantor has executed this Mortgage as of the above written date.

GRANTOR:

WEST CYPRESS CREEK HOLDINGS, LLC,
a Florida limited liability company

By: 
Name: Gerald M. Holland
Title: Manager
STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 12 day of October, 2018, by
Gerald M. Holland, the Manager of West Cypress Creek Holdings, LLC, a Florida limited liability
company, on behalf of the limited liability company. He is personally known to me or has
produced N/A as identification.

DEBORAH K. ANTONELLI
MY COMMISSION # GG 027441
EXPIRES: January 7, 2021
Bonded Thru Notary Public Underwriters

Deborah K Antonelli
Notary Public

My Commission Expires:

DEBORAH K. ANTONELLI
MY COMMISSION # GG 027441
EXPIRES: January 7, 2021
Bonded Thru Notary Public Underwriters
EXHIBIT “A”

[Legal Description]

A parcel of land lying in the SW 1/4 of Section 9, Township 49 South, Range 42 East, Broward County, Florida, more fully described as follows:

Commence at the Northwest corner of the SW 1/4, of Section 9, Township 49 South, Range 42 East; thence North 88 degrees 09'08" East along the North boundary of said SW 1/4 of Section 9, a distance of 1,237.36 feet; thence South 01 degrees 50'52" East, a distance of 50.00 feet to the Point of Beginning; thence North 88 degrees 09'08" East, a distance of 200.00 feet; thence South 06 degrees 13'37" East, a distance of 434.47 feet; thence South 83 degrees 46'23" West, a distance of 233.85 feet; thence North 01 degrees 50'52" West, a distance of 450.96 feet to the Point of Beginning.
STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM

1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names

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3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY (3a OR 3b)

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4. This FINANCING STATEMENT covers the following collateral:

GOODS THAT ARE OR ARE TO BECOME FIXTURES RELATED TO THE REAL PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO.

5. ALTERNATE DESIGNATION (if applicable)

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6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

- All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

- Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

SHELTAIR (410643.000029)

BROWARD COUNTY, FLORIDA

STANDARD FORM - FORM UCC-1 (REV.05/2013)
STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM – ADDENDUM

8. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT
   8a. ORGANIZATION'S NAME
       WEST CYPRESS CREEK HOLDINGS, LLC
   8b. INDIVIDUAL'S SURNAME
   FIRST PERSONAL NAME
   ADDITIONAL NAME(S)/INITIAL(S)
   SUFFIX

9. MISCELLANEOUS:

10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names
    10a. ORGANIZATION'S NAME
    10b. INDIVIDUAL'S SURNAME
    FIRST PERSONAL NAME
    ADDITIONAL NAME(S)/INITIAL(S)
    SUFFIX
    10c. MAILING ADDRESS Line One
    This space not available.
    MAILING ADDRESS Line Two
    CITY
    STATE
    POSTAL CODE
    COUNTRY

11. SECURED PARTY’S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (11a OR 11b)
    11a. ORGANIZATION'S NAME
    11b. INDIVIDUAL'S SURNAME
    FIRST PERSONAL NAME
    ADDITIONAL NAME(S)/INITIAL(S)
    SUFFIX
    11c. MAILING ADDRESS Line One
    This space not available.
    MAILING ADDRESS Line Two
    CITY
    STATE
    POSTAL CODE
    COUNTRY

WEST CYPRESS CREEK HOLDINGS, LLC
12. This FINANCING STATEMENT covers ☑ timber to be cut or fixture filing.
13. Description of real estate:

SEE EXHIBIT A ATTACHED HERETO

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

15. Additional collateral description:

16. Check only if applicable and check only one box.
   Collateral is
   ☐ Held in Trust
   ☐ Being administered by Decedent’s Personal Representative

17. Check only if applicable and check only one box.
   ☐ Debtor is a TRANSMITTING UTILITY
   ☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

STANDARD FORM - FORM UCC-1 ADDENDUM (REV.05/2013) Filing Office Copy Approved by the Secretary of State, State of Florida
EXHIBIT "A"

[Legal Description]

A parcel of land lying in the SW 1/4 of Section 9, Township 49 South, Range 42 East, Broward County, Florida, more fully described as follows:

Commence at the Northwest corner of the SW 1/4, of Section 9, Township 49 South, Range 42 East; thence North 88 degrees 09'08" East along the North boundary of said SW 1/4 of Section 9, a distance of 1,237.36 feet; thence South 01 degrees 50'52" East, a distance of 50.00 feet to the Point of Beginning; thence North 88 degrees 09'08" East, a distance of 200.00 feet; thence South 06 degrees 13'37" East, a distance of 434.47 feet; thence South 83 degrees 46'23" West, a distance of 233.85 feet; thence North 01 degrees 50'52" West, a distance of 450.96 feet to the Point of Beginning.
RIGHT OF WAY DEED

This Indenture, made this the 14th day of January, 1979

A.D. by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of Florida, as Party of the First Part,

AND

Broward County, a Political Subdivision of the State of Florida, as Party of the Second Part.

WITNESSETH: That the said Party of the First Part, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations, receipt of which is hereby acknowledged, has granted, bargained, sold and transferred and by these presents does grant, bargain, sell and transfer unto the said Party of the Second Part, and its successors and assigns, all the rights, titles and interests of the First Party in and to those certain parcels of land situate, lying and being in Broward County, Florida, more particularly described as follows:

All lands lying between the Northern right of way line and the Southern right of way line of NW and NE 62 Street between NW 31 Avenue and U.S. Route 1 in the City of Fort Lauderdale, Florida, as shown on the section maps for right of way for a portion of NW and NE 62 Street as prepared by the office of the City Engineer, Fort Lauderdale, Florida, marked Exhibits "A" through "D", attached hereto.

Said right of way having been acquired by various deeds recorded in the public records of Broward County, Florida, by user and prescription, and by various plats filed of record in said public records of Broward County, Florida.

Prepared by:
City Attorney
of Fort Lauderdale
P.O. Box 14250
Fort Lauderdale, FL 33302
TOGETHER WITH all the tenements, hereditaments
and appurtenances, with every privilege, right, title,
interest and estate, dower and right of dower, reversion,
remainder and easement thereto belonging or in anywise
appertaining:

TO HAVE AND TO HOLD the same in fee simple forever.

IN WITNESS WHEREOF, the said Party of the First
Part has caused this instrument to be signed in its
name by its Mayor and City Manager, attested by its
City Clerk, under its corporate seal, the day and year
first above written.

Signed, sealed and delivered in the presence of:

Kathleen A. Edwards

Mark A. Messerlehger

Approved as to form:

[Signature]
City Attorney

CITY OF FORT LAUDERDALE, a
municipal corporation of
Florida

By: [Signature]
Mayor

By: [Signature]
City Manager

STATE OF FLORIDA:
COUNTY OF BROWARD:

BEFORE ME, an officer duly authorized to administer
oaths and take acknowledgments, personally appeared:

Clay Stue "Jr.", Richard F. Anderson

and

Margaret Ross,
respectively Mayor, City Manager,
and City Clerk of City of Fort Lauderdale, a municipal
corporation of Florida, and they each acknowledged before
me that they executed the foregoing Right-of-Way Deed as
the proper officials of the City of Fort Lauderdale, and
the same is the act and deed of the said City of Fort
Lauderdale.

IN WITNESS WHEREOF, I have hereunto set my hand and
seal at Fort Lauderdale, Broward County, Florida, this
the 16th day of January, A.D. 1979.

[Signature]
Notary Public

BUDGET NO. 24851.3-00
No.

Trustees of the Internal Improvement Fund of the State of Florida

Deed

Deed Book "H", page 362
Dade County Records

to

Florida Coast Line Canal and Transportation Company

Dated September 24th, 1890
Filed December 2, 1890

Whereas by Section 4 of Chapter 399 of the Laws of Florida approved May 29th, 1889, it is made the duty of the Trustees of the Internal Improvement Fund of the State of Florida and they are thereby required to convey to the Florida Coast Line Canal and Transportation Company, from time to time, as its work progresses, 3540 acres per mile of the lands now held in reserve for the said Company, for each Section of 6 miles of the Canals and Waterways between St. Augustine and Biscayne Bay, which shall be found by inspection of the Engineer of the said Board, to be in conformity with the specifications prescribed in Section 3 of said Act, said lands to be the Even and Odd numbered Sections which lie nearest to the line of the route of its Canals and Waterways. And Whereas, it appears from the report of John Bradford, the Engineer of the said Board, that he has examined the said Canal and Waterways from the West end of Haulover Cut to Jupiter, a distance of 13½ miles and that he found no portion of it, less than 5 feet in depth and 50 feet in width, taking mean low water as a basis. And Whereas, it appears from the said report that there are 17 Sections of 6 miles each of said Canals and Waterways of the said Company inspected by him South from the 126 mile point indicated in section 4 of said Act, which are in conformity with the specifications prescribed in Section 3 of said Act. And Whereas, the said Company has applied to the said Trustees for deeds of Conveyance to it, or its assigns, of the lands to which it is now entitled for the said 17 sections of its completed Canals and Waterways. And Whereas, the lands hereinafter described, selected by the salesman in accordance with the Resolution of the Board of August 20th, 1890, are the Even and Odd numbered Sections of the lands now held in reserve for the said Company, which lie nearest to the line of the route of its Canals and Waterways, and which were granted to the State of Florida by Act of Congress of September 28th, 1890, to wit:

All of Sections 1, 2, 3, 4, 7, 10, 11, 12, 13, 14, 15, 18, 19, 21, 22, 23, 24, 25, 26, 27, 28, the E½ of Section 32, all of Sections 33, 34, 35, and 36, in Township 17 South of Range 12 East,

All of Sections 1, 2, 3, 4, the E½ of Sections 5 and 6, all of Sections 7, 10, 11, 12, 13, 14, 15, 18, the E½ of Sections 17 and 20, all of Sections 21, 22, 23, 24, 25, 26, 27, 28, the E½ of Section 29, all of Sections 32, 33, 34, 35 and 36, in Township 18 South of Range 12 East,

All of Sections 1, 2, 3, 4, 5, the E½ of Sections 6 and 7, all of Sections 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, and 36, in Township 19 South of Range 12 East,

The Lots numbered 1, 2, 3, 4, 5, 6, 7, 8 and 9, the W½ of SW¼, and the SE½ of SW¼ of Section 1, the N½, the E½ of SE¼ and the SW¼ of Section 2, all of Section 6, the Lots numbered 2, 3, 4, 5, 6, 7, and the NW¼ of Section 12, the Lots numbered 3, 4, 5, 6, 7, 8, 9 and 10 of Section 13, the Fractional E½, the NW¼ of NW¼, the SE¼ of NW¼ and the SW¼ of Section 14, all of Sections 18, 19, 20, 21; the Lots numbered 3 and 4, the SE¼ of NW¼, and the W½ of SW¼ of Section 24, the NW¼ of NW¼, the W½ of NW¼, the W½ of SW¼, and the Lot numbered 3 of Section 25, all of Sections 26, 30, 33, the NW¼ and the SW¼ of Section 34, all of Section 35, the W½ of NW¼ and the W½ of SW¼ of Section 36 in Township 30 South of Range 12 East.
WHEREAS by Section Four of Chapter 2996 of the Laws of Florida approved May 29th, 1889, it is made the duty of the Trustees of the Internal Improvement Fund of the State of Florida and the Board of Harvey to procure the services of a Line Canal and Transportation Company, from time to time, as its work progresses, 2800 acres per mile, of the lands now held in reserve for the said Company, for each section of six miles, of the Canals and Waterways between St. Augustine and St. Johns Bay, which shall be found by inspection of the Engineer of the said Board, to be in conformity with the specifications prescribed in Section Three of said Act said lands to be the same and odd numbered lots, or any part thereof, which lie nearest to the line of the route of the Canals and Waterways: And Whereas, it appears from the report of John Bradford, the Engineer of the said Board, that he has examined the said Canal and Waterways from the west end of Manhatter Point to Juniper, a distance of six hundred and thirty-four miles and a half, and that he found no portion of it, less than five feet in depth and fifty feet in width, taking mean low water as a basis; and whereas, it appears from the said report, that there are Seventeen Sections of six miles each of said Canals and Waterways of the said Company inspected by him, from the one hundred and twenty-six mile point indicated in said section Four of said Act, which line is in conformity with the specifications prescribed in Section Three of said Act: And Whereas, the said Company has applied to the said Trustees for deed of Conveyance to it, or its assigns, of the lands to which it is now entitled for the said Seventeen sections of its Completed Canals and Waterways: And Whereas, the lands hereinafter described, selected by the Engineers, in accordance with the Resolution of the Board of August 20th, 1890, are the same and odd numbered Sections of lands now held in reserve nearest to the line of the route of its Canals and Waterways and which were granted to the State of Florida by Act of Congress of September 29th, 1862, to wit:

All of Sections One, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Sixteen, Seventeen, Eighteen, Nineteen, Twenty, Twenty-one, Twenty-two, Twenty-three, and Twenty-four, in Township Fifty nine, South of Range Thirty, Eight East.

The East half of Section Twenty-one, All of Sections Twenty-two, Twenty-three and Twenty-four in Township Fifty seven, South of Range, Thirty-nine East.

All of Sections One and Two, the East half of Sections Three and Four, all of Section Eleven, Twelve, Thirteen, and Fourteen, The East half of Sections Fifteen and Twenty, all of Sections Twenty-one, Twenty-two, Twenty-three, Twenty-four, Twenty-five, Twenty-six, Twenty-seven, Twenty-eight, Twenty-nine, the South half of Section Thirty-one, all of Sections Thirty-two, Thirty-three, Thirty-four, Thirty-five and Thirty-six, in Township Fifty, South of Range, Thirty-nine East.

All of Sections One, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven, All of Fractional Sections Twelve, Thirteen, Fourteen, all of Sections Fifteen, Seventeen, Eighteen, Nineteen, Twenty, Twenty-one, all of Fractional Sections Twenty-three, Twenty-four, Twenty-five, Twenty-six, Thirty-nine, Thirty, Thirty-one, all of Fractional Sections Thirty-two, Thirty-three, Thirty-four, in Township Fifty, South of Range, Thirty-nine East.

The North West quarter of Section one, all of Section Two, the North West quarter of Section eleven, the South West quarter of Section Twelve, the South West quarter of North East Quarter, the North West quarter of the South half of Section Thirteen, all of Sections, Twenty-three, Twenty-four, Twenty-five, Twenty-six, Thirty-nine, Thirty, Thirty-one, in Township Fifty, South of Range, Forty East.

All of Section One, the North East quarter, and the East half of South East quarter of Section Twelve, the South half of Section Thirty-three, the North West quarter of Section Fourteen, all of Section Twelve, the North half, the West half of Southeast quarter and the South half of Section Thirteen, the South half of South East Quarter and the South half of Section Thirty-four, Twenty, Twenty-one, Twenty-two, Twenty-three, Twenty-four, in Township Fifty-five, South of Range Forty-East.

All of Section One, all of Section Two, the North West quarter, the South West quarter of South East Quarter, and the South West quarter of Section seven, the North half, the South half of South East Quarter, the North half of North West quarter and the South West quarter of South West quarter of Section Eight, all of Section Nine and Ten, All of Fractional Sections Eleven and Fourteen, all of Sections Eighteen and Fourteen, all of Sections Nineteen, Twenty, Twenty-one, Twenty-two, Twenty-three, Twenty-four, Twenty-five, Twenty-six, Thirty-seven, Twenty-eight, Twenty-nine, Twenty, Twenty-one, Twenty-two, Twenty-three, Twenty-four, Twenty-five, Twenty-six, Thirty-nine, Thirty, Thirty-one, all of Fractional Sections Twenty-two, Twenty-three, Twenty-four, Twenty-five, Thirty-nine, Thirty, Thirty-one, and all of Fractional Sections Thirty-two and Thirty-one, in Township Fifty eight, South of Range Forty East.
All of Fractional Sections Four, Five, Six, Seven and Eighteen, in Township Fifty Nine, South, of Range Forty East.

The North West quarter of South West quarter of Section Two, the South East quarter of North East quarter and the North East quarter of South East quarter of Section Three, the East Half of South West quarter and the South West quarter of South West quarter of Section Six, the North West quarter and the South half of North East quarter, the South East quarter of North East quarter, the South West quarter of South West quarter of Section Nine, the South West quarter of North East quarter and the South half of Section Ten, the South East quarter and the South half of Section Eleven, all of Fractional Section Fifteen, the Lots numbered Three, Four, seven and Eight of Section Seventeen, all of Section Eighteen, all of Fractional Sections Nineteen, Twenty, Twenty five, Thirty three, and Thirty Four, the Lots numbered One, Two, the West half of South, West quarter and the South East quarter of Section Thirty five, and the West half of South West quarter of Section Thirty six in Township Thirty Eight, South of Range Forty one East.

All of Sections One, Two, Three, the East half of Section Four, the Lots numbered one, Two, Eleven, All of Sections Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, the East half of Section Twenty two, the Lots numbered Twenty three, Twenty four, Twenty five, Twenty six and Thirty five, Township Thirty nine, South of Range Forty one East.

All of Section One, the East half of Section Two and all of Section Twelve, in Township Forty South, of Range Forty one East.

The Lots numbered one, of Section one, the West half of Section Two, the West half of Section Ten, All of Sections Eleven, Twelve, Thirteen, the East half of Section Twenty two, the Lots numbered Twenty three, Twenty four, Twenty five, Twenty six and Thirty five, of Section Twelve, Township Thirty nine, South of Range Forty one East.

The North East quarter of South East quarter and the South West quarter of Section One, the North East quarter of North East quarter of South East quarter, the North half of North East quarter, the South West quarter of North West quarter, the Lots numbered one, Two, the Lots numbered three, Four, five, six, seven and Eighteen, the Lots numbered Twenty two, Twenty three, Twenty four, Twenty five, Twenty six and Thirty five, Township Thirty nine, South of Range Forty one East.

The Lots numbered one, of Section one, the West half of Section Two, the West half of Section Ten, All of Sections Eleven, Twelve, Thirteen, the East half of Section Twenty two, the Lots numbered Twenty three, Twenty four, Twenty five, Twenty six and Thirty five, Township Thirty nine, South of Range Forty one East.

The North East quarter of South East quarter, the North East quarter of North East quarter of South East quarter, the South half of South West quarter of South West quarter of Section Six, the Lots numbered Three, Four, Seven and Eight of Section Seventeen, all of Section Eighteen, all of Fractional Section Nineteen, Twenty, Twenty five, Thirty three, and Thirty Four, the Lots numbered One, Two, the West half of South, West quarter and the South East quarter of Section Thirty five, and the West half of South West quarter of Section Thirty six in Township Thirty Eight, South of Range Forty one East.
the South half of North East quarter, the North West quarter, and the South half of Section Eleven, all of Sections Seventeen, Eighteen, Nineteen, Twenty, Twenty one, Twenty two, Twenty three, Twenty four, Twenty five, Twenty six, Twenty seven, Thirty four, Thirty five, and Thirty six, in Township Forty two, South of Range Forty two East.

All of Sections One, Two, Three, Four, the East half of Section Nine, all of Sections Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Twenty one, Twenty two, Twenty three, Twenty four, Twenty five, Twenty six, Twenty seven, Thirty four, Thirty five, and Thirty six, in Township Forty two, South of Range Forty two East.

All of Sections One, Two, Three, Ten, Eleven, Twelve, Thirteen, Fourteen, the East half of Sections Fifteen and Twenty two, all of Sections Twenty three, Twenty four, Twenty five, Twenty six, Twenty seven, Thirty four, Thirty five, and Thirty six, in Township Forty two, South of Range Forty two East.

All of Sections One and Two, the East half of Section Three and Ten, all of Section Eleven, Twelve, Thirteen, Fourteen, the East half of Sections Fifteen and Twenty two, all of Sections Twenty three, Twenty four, Twenty five, Twenty six, the East half of Sections Twenty seven and Thirty four, and all of Sections Thirty five and Thirty six, in Township Forty two, South of Range Forty two East.

All of Section One and Two, the East half of Sections Three and Ten, all of Sections Eleven, Twelve, Thirteen, Fourteen, the East half of Sections Fifteen and Twenty two, all of Sections Twenty three, Twenty four, Twenty five, Twenty six, Thirty seven, the East half of Section Twenty seven, all of Sections Thirty five, Thirty six, Forty two, and Forty three, in Township Forty three, South of Range Forty two East.

All of Sections One and Two, the East half of Sections Three and Ten, all of Sections Eleven, Twelve, Thirteen, Fourteen, the East half of Sections Fifteen and Twenty two, all of Sections Twenty three, Twenty four, Twenty five, Twenty six, Twenty seven, Thirty four, Thirty five, and Thirty six, in Township Forty five, South of Range Forty two East.

All of Sections One, Two, Three, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, the East half of Section Twenty one, all of Sections Twenty two, Twenty three, Twenty four, Twenty five, Twenty six, Twenty seven, the East half of Section Twenty eight, all of Sections Thirty three, Thirty four, Thirty five, and Thirty six, in Township Forty six, South of Range Forty two East.

All of Sections One, Two, Three, Four, Five, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Twenty one, Twenty two, Twenty three, Twenty four, Twenty five, Twenty six, Twenty seven, Twenty eight, Thirty four, Thirty five, and Thirty six, in Township Forty eight, South of Range Forty two East.

All of Sections One, Two, Three, Four, Five, the East half of Sections Six and Seven, all of Sections Eight, Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Seventeen, Eighteen, Nineteen, Twenty, Twenty one, Twenty two, Twenty three, Twenty four, Twenty five, Twenty six, Twenty seven, Twenty eight, Thirty four, Thirty five, and Thirty six, in Township Forty nine, South of Range Forty two East.

The Lots Numbered One, Two, Three, Four, Five, Six, Seven, Eight, and Nine, the South half of South East quarter, and the South half of Section Twenty four, the North half of South East quarter of Section one, the North half, the East half of South East quarter and the South West quarter of Section two, all of Sections Six, the Lots Numbered Two, Four, Five, Six, Seven, and the North West quarter of Section Twelve, the Lots Numbered Three, Four, Five, Seven, Nine, Ten, all of Sections Eighteen, Eighteen, Nineteen, Twenty, Twenty one, Twenty two, Twenty three, Twenty four, Twenty five, Twenty six, Twenty seven, Twenty eight, Thirty four, Thirty five, and Thirty six, in Township Forty two, South of Range Forty two East.

The Lots Numbered Three and Four, the South half of South East quarter, and the South half of North West quarter of Section Twenty four, the South half of South East quarter, and the South half of North West quarter of Section Twenty two, and the West half of South quarter of Section Twenty eight, all of Sections Thirty two, Thirty three, the Lots Numbered Three and Four, the South half of South East quarter, and the West half of South quarter of Section Twenty four, the South half of South East quarter, and the South half of North West quarter of Section Twenty two, and the West half of South quarter of Section Twenty eight, all of Sections Thirty two, Thirty three, in Township Forty two, South of Range Forty two East.
quarter, and the lot numbered three of Section Twenty-five, all of Sections Twenty-six, Thirty, Thirty-three, (the North-West quarter and the South half of Section Thirty-four) all of Section Thirty-five, the North-West quarter of Section Thirty-six, the West half of South-East quarter of Section Thirty-six in Township Fifty South of Range Forty-two East.)

All of Sections Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, the North half, the West half of South-East quarter and the South-West quarter of Section Eleven, the West half of North-East quarter, the South-East quarter and the West half of Section Fourteen, all of Sections Fifteen, Seventeen, Eighteen, Nineteen, Twenty-one, Twenty-two, Thirty-four, the West half of North-East quarter, the West half of South-East quarter, and the West half of South-East quarter, all of Sections Twenty-six, Twenty-eight, Twenty-nine, Thirty, Thirty-one, Thirty-four, the West half of Northeast quarter, the West half of South-East quarter and the West half of Section Thirty-five, in Township Fifty-one South, of Range Forty-two East.

The lots numbered Two, Three, and Four, of Section Two all of Sections Three, Four, Five, Six, Seven, the West half and the South-East quarter of Section Eight the lots numbered One, Two, and Three of Section Nine, all of fractional Section Ten, the lots numbered Two, Three and Four, of Section Eleven, the lots numbered Two, Three, Six, and Seven, of Section Fourteen, all of fractional Section Fifteen the North half of North-West quarter, of Section Seventeen, the West half of North-West quarter, and the West half of Section Eighteen, all of Section Nineteen the West half of West half of North-East quarter and the South-West quarter of Section Twenty, the West half of North-West quarter, the West half of South-East quarter of Section Twenty-one, all of fractional Section Twenty-two, the lots numbered Two East quarter the North-West quarter of South-East quarter and the South-West quarter of Section Six, all of Section Eight, Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Seventeen, Twenty-one, Twenty-two, Twenty-three, Twenty-four, Twenty-five, Twenty-six, Twenty-seven, Thirty-four, Thirty-five, and Thirty-six, in Township Forty-one South, Range Forty-two East.

All of Sections One, Two, Three, Four, the East half of Section Nine, all of Section Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Twenty-two, Twenty-three, Twenty-four, Twenty-five, Twenty-six, Twenty-seven, Thirty-four, Thirty-five, and Thirty-six, in Township Forty-two South, of Range Forty-two East.

All of Sections One, Two, Three, Ten, Eleven, Twelve, Thirteen, Fourteen, the East half of Sections Fifteen and Twenty-two, all of Sections Twenty-two, Twenty-four, Twenty-five, Twenty-six, Twenty-seven, all of Sections Twenty-seven, all of Sections Thirty-five, and Thirty-six, in Township Forty-three South of Range Forty-two East.

All of Sections One and Two, the East half of Sections Three and Ten, all of Sections Twelve, Fourteen, the East half of Sections Fifteen and Twenty-two all of Sections Twenty-three, Twenty-four, Twenty-five, Twenty-six, the West half of Section Thirty-five, and Thirty-six, in Township Forty-four South of Range Forty-two East.

All of Sections one and two the East half of Sections Three and Ten, all of Sections Twelve, Thirteen, Fourteen, the East half of Sections Twenty-three, Twenty-four, Twenty-five, Twenty-six, the East half of Section Twenty-seven, the East half, the East half of North-West quarter, and the East half of South-East quarter of Section Thirty-four, and all of Section Thirty-five and Thirty-six, in Township Forty-five South of Range Forty-two East.

All of Sections One, Two, Three, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, the East half of Section Twenty-one, all of Sections Twenty-two, Twenty-three, Twenty-four, Twenty-five, Twenty-six, Twenty-seven, the East half of Section Twenty-eight, all of Sections Thirty-five and Thirty-six, in Township Forty-six South of Range Forty-two East.

All of Sections One, Two, Three, Four, Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Twenty-one, Twenty-two, Twenty-three, Twenty-four, Twenty-five, Twenty-six, Twenty-seven, Twenty-eight, the East half of Section Thirty-two, all of Sections Thirty-three, Thirty-four, Thirty-five, and Thirty-six, in Township Forty-seven South of Range Forty-two East.

All of Sections One, Two, Three, Five, the East half of Sections Five and Eighteen, all of Sections Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, the East half of Sections Seventeen and Twenty, all of Sections Twenty-one and Twenty-two, Twenty-three, Twenty-four, Twenty-five, Twenty-six, Twenty-seven, Twenty-eight, the East half of Section Twenty-nine, all of Sections Thirty-two Thirty-three, Thirty-four, Thirty-five, Thirty-six, in Township Forty-eight South of Range Forty-two East.

All of Sections One, Two, Three, Four, Five, the East half of Sections Six and Seven, all of Sections Right, Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Seventeen, Eighteen, Nineteen, Twenty, Twenty-one and Twenty-two, Twenty-three, Twenty-four, Twenty-five, Twenty-six, Twenty-seven, Twenty-eight, Twenty-nine, Thirty, Thirty-one, Thirty-two, Thirty-three, Thirty-four, Thirty-five, Thirty-six, in Township Forty-nine South of Range Forty-two East.
two, Thirty three, Thirty four, Thirty five, and Thirty six, in Township Forty nine, South of Range Forty two East.

The Lots Numbered One, Two Three, Four, Five, Six, Seven, Eight, and Nine, the West half of South West quarter, and the South West quarter of Section One; the North half, the East half of South East quarter, and the South West quarter of Section Two. All of Section Six, the Lots numbered One, Two, Four, Five, Six, Seven, and the North West quarter of Section Twelve, the Lots Numbered Three, Four, Seven, Eight, Nine and Ten of Section Thirteen, the fractional

South half of North West quarter and the South West quarter of Section Fourteen, all of Sections Eighteen, Nineteen, Twenty three, the Lots Numbered Three and Four, the South east quarter of North West quarter, and the West half of South East quarter of Section Twenty Four, the North East quarter of the South West quarter, the West half of North West quarter, the West half of South West quarter, and the Lots numbered Three of Section Twenty one, Thirty three, Thirty three, Thirty three, Thirty four, the West half of South West quarter and the South half of Section Thirty four; all of Section Thirty five, the West half of North West quarter and the West half of South West quarter in Township Fifty one South of Range Forty two East.

All of Sections Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, the North half, The West half of South East quarter and the South West quarter of Section Eleven, the West half of North East quarter, the South East quarter, and the South half of Section Fourteen, all of Sections Fifteen, Seventeen, Eighteen, Nineeen, Twenty, Twenty one, Twenty two, Twenty three, the West half of North East quarter, the West half of South East quarter, and the

West half of Section Twenty six, all of Sections Twenty eight, Thirty, Thirty one, Thirty three, Thirty four, the West half of North East quarter, the West half of South East quarter, and the West half of Section Thirty five, in Township Fifty one South of Range Forty two East.

The Lots Numbered Two, Three, four, of Section Two all of Sections Three, Four, Five, Six, Seven, the West half and the South East quarter of Section Eight the Lots Numbered One, Two, and Three of Section Nine, All of Fractional Section Ten, the Lots Numbered Two, Three and Four of Section Eleven, the Lots numbered Two and Three, Six, and Seven, of Section Fourteen, eight, of Fractional Section Fifteen the West half of North East quarter of Section Seventeen, the East half of North West quarter, and the South half of Section Eighteen, all of Section Nineteen, Twenty, Twenty one, Twenty two, Twenty three, the West half of North East quarter, the West half of South East quarter, and the South West quarter of Section Twenty, the East half of North East quarter and the West half of South East quarter of Section Twenty one, all of Fractional Section Twenty two, the Lots Numbered Two and Three, of Section Twenty three, the Lots numbered Four of Section Twenty six, the Lots Numbered One and Two, and the South East quarter of South East quarter of Section Twenty seven, the South West quarter, and the Lots Numbered Seven of Section Twenty eight, the West half of North West quarter, the West half of South East quarter, and the West half of Section Twenty nine, the East half, the West half of South East quarter, the North East quarter, the North half of North West quarter, the East half of South East quarter, and the South West quarter of South East quarter of Section Thirty; the North half, the North half of South East quarter, the South East quarter of South East quarter, and the West half of Section Thirty one, the South West quarter, and the West half of Southeaster, the South half of Section Thirty two, the Lots Numbered One and Two of Section Thirty three, all of Fractional Section Thirty four and the Lot numbered Two of Section Thirty five, in Township Fifty two South of Range Forty two East.

All of Fractional Section Three, the North East quarter of North East quarter, the North East quarter, and the North half of South East quarter of Section Six, All of Fractional Section Two, the Lots numbered Three and Four of Section Seven, the Lots Numbered One, Three and Four of Section Fifteen, the Lots numbered One and Two and the West half of North East quarter of Section Twenty two, All of Fractional Section Twenty eight, and the Lots numbered Three and Four of Section Thirty three, in Township Fifty three, South, of Range Forty two East.

The Lots numbered Four of Section six, the West half of North West quarter, the South West quarter, and the Lots numbered One, Two, Three, and Four of Section Seven, the North West quarter and the South half of Section Eighteen, all of Section Nineteen, Twenty, the South half of North East quarter the North West quarter of South East quarter, the South half of South East quarter, and the South West quarter of Section Twenty, All of Sections Twenty one, Thirty three, Thirty two, and the North half of North West quarter, the South half of North West quarter, the South half of South East quarter, and
the East half of South West quarter of Section Twenty-eight, the East half of North West quarter of Section Twenty-nine, all of Sections Thirty and Thirty-one, the East half of North West quarter of South East half of South West quarter of Section Thirty-two, in Township Forty-two, South of Range forty-three East.

The Lots numbered one, four, nine, ten, eleven and twelve of Section Five, all of Section Six, all of fractional Section Seven, all of the southwest half of Section Eight, all of fractional Section Seventeen, all of Sections Eighteen, Nineteen, Twenty, the west half of Section Twenty-one, the North West quarter, the North half of South East quarter and the South half of Section Twenty-eight, all of Sections Twenty-nine, Thirty, and Thirty-one, the North West quarter of South West quarter, the South half of North West quarter, the North half of South East quarter, and the South West quarter of the South West quarter of Section Thirty-three, in Township Forty-three, South of Range forty-three East.

The Lots numbered three, four and five of Section Four, all of fractional Section Five, all of Sections Six, and seven, all of fractional Sections Eight and Seventeen, all of Sections Eighteen, and Twenty, the west half of Section Twenty-one, the Lots numbered two and three, the East half of North West quarter and the East half of South West quarter of Section Twenty-eight, the Lots numbered one, two, and three, or Sections Twenty-nine, all of Sections Thirty and Thirty-one, the Lots numbered four, six, and seven of Section Thirty-two, the East half of North West quarter of North West quarter, the South half of North East quarter and the East half of South West quarter of Section Thirty-three, in Township Forty-four, South of Range forty-three East.

The Lots numbered two, six, and seven, and the East half of Section five, all of Section Six, all of Sections Seven, the Lots numbered two, three, four, five, and six of Section Eight, all of Section Nine, the Lots numbered Two, Three, and Four of Section Nine, the Lots numbered two and three, the South half of South East quarter of South West quarter of Section Seventeen, all of Sections Eighteen, Nineteen, Twenty, the West half and the East half of South East quarter of Section Twenty-one, the South half of South East quarter of North West quarter, the Lots numbered two and three, and the South half of South West quarter of Section Twenty-four, all of Sections Twenty-nine, Thirty, Thirty-one, Thirty-two, and Thirty-three, in Township Fifty-five, South of Range forty-three East.

The Lots numbered two, three, four, seven, the South West quarter of North West quarter and the West half of South West quarter of Section Five, all of Sections Five, Six, Seven, Eight, the West half of North East quarter, the South East quarter of North East quarter, the North East quarter of South East quarter, the West half of South West quarter and Section Nine, all of Sections Seventeen, Eighteen, Nineteen, Twenty, the West half of Section Twenty-one, the North West quarter of North West quarter, the Lots numbered three, two, and three, and the West half of South West quarter of Section Twenty-nine, all of Sections Thirty and Thirty-one, the Lots numbered three, the West half of North West quarter, and the West half of South West quarter of Section Thirty-three, in Township Forty-six, South of Range forty-three East.

The Lots numbered two, three, four, seven, the South West quarter of North West quarter and the West half of South West quarter of Section Five, all of Sections Five, Six, Seven, Eight, the Lots numbered two and three of Section Nine, all of Sections Seventeen, Eighteen, Nineteen, Twenty, the Lots numbered one, two, four, the West half of North East quarter and the West half of South West quarter of Section Twenty-nine, all of Sections Thirty and Thirty-one, the Lots numbered one, the West half of South East quarter and the West half of Section Thirty-two, in Township Forty-seven, South of Range forty-three East.

The Lots numbered three, four, seven, and Eight, the South half of North West quarter, the North East quarter of South West quarter, and the West half of Section Five, all of Sections Six and Seven, the West half of North West quarter and the West half of South West quarter of Section Eight, the Lots numbered three, the South half of South East quarter, the West half of South West quarter of Section Seventeen, all of Sections Eighteen and Nineteen, the Lots numbered one, the West half of North West quarter of Section Twenty-one, the West half of South East quarter and the West half of Section Thirty-one, in Township Forty-eight, South of Range forty-three East.

The Lots numbered one, two, three, four, five, six, seven, Eight, the South half of North West quarter, the West half of South East quarter, the West half of South West quarter of North West quarter, and the West half of Section Seven, the South half of South East quarter, the Lots numbered two and three, the West half of South West quarter of Section Eighteen, Nineteen, Twenty, the Lots numbered two, three, four, and the West half of Section Twenty-nine, all of Sections Thirty and Thirty-one, in Township Forty-nine, South of Range forty-three East.
in the State of Florida. (Now Therefore, known all men by these presents, that the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, in consideration of the premises, and in conformity with the act of the Legislature aforesaid have given, granted, and conveyed, and do by these presents, give, grant and convey, unto the said the Florida Coast Line Canal and Transportation Company, its Successors and assigns forever the lands hereinafter described and described. To have and to Hold, the said lands unto the said Florida Coast Line Canal and Transportation Company its Successors and assigns forever.

In Testimony Whereof, the said Trustees have hereunto subscribed their names and affixed their seals and have caused the Seal of "The Department of Agriculture of the State of Florida," to be hereunto affixed, at the Capitol, in the City of Tallahassee on this the Twenty fourth day of September A. D. Eighteen hundred and ninety.

In Presence of

Francis Fleming
Governor
(Seal)

W. D. Heath
Comptroller
(Seal)

P. J. Rons
Treasurer
(Seal)

W. B. Lander
Attorney General
(Seal)

L. M. Washwell
Commissioner of Agriculture

Recorded Dec. 2nd A.D. 1890
A. F. Quinby, Clerk, Ct. Ct.

STATE OF FLORIDA
COUNTY OF BAKER

I HEREBY CERTIFY that the above and foregoing is a true and correct copy of a Deed as recorded in my office in Book D. of Deeds at page 365.

WITNESS my hand and official seal this 30th day of April A.D. 1926.

SBO. F. DIXON,
Clerk Circuit Court.

(Seal of Clerk)

By O. B. Sayan, Deputy Clerk.

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that the above and foregoing is a true and correct transcript and copy of the original record of a deed as the same appears on Book "D", at page 365, of the Public Records of this County, Florida.

WITNESS my hand and official seal this 15th day of October, 1926.

Clerk Circuit Court of Broward
County, Florida.

By Deputy Clerk.
State of FLORIDA
County of BROWARD

I hereby certify, That on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared FRANK H. HUNT & PHOEBE L. HUNT, his wife

so are known to be the persons described in and who executed the foregoing instrument and have acknowledged before me that they executed the same.

Witnesse my hand and official seal in the County and State last aforesaid this 17th day of AUG. A.D. 1938.

[Signature]

Notary Public,
My commission expires

[Notary Public Seal]

State of FLORIDA, County of BROWARD

I further certify, That the said FRANK H. HUNT, known to me to be the wife of the said FRANK H. HUNT, appeared before me, and on a separate and private examination, sworn and made oath or affirmation in the State and County aforesaid, and before me, separately and apart from her said husband, did the foregoing day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

[Signature]

Notary Public
My commission expires

[Notary Public Seal]
Quit Claim Deed

Made this 14 day of July A.D. 1966
Between

OTIS E. FARRINGTON and KATHRYN FARRINGTON, his wife,

and

Broward and State of Florida, party of the first part,

and

CITY OF FORT LAUDERDALE, a municipal corporation,

Broward and State of Florida, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of
the sum of $1.00 and other valuable considerations
transferred to hand paid by the said party of the second part, the receipt thereof is hereby acknowledged, has remitted, released and quitclaimed, and by these presents does remiss release and quitclaim unto the said party of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of

Broward State of Florida, to wit:

S1/2 of NW1/4 of SE1/4 of SE1/4; S3/4 of SW1/4 of NW1/4; N1/4 of S1/4 of NW1/4; SW1/4 of NW1/4; S1/4 of SE1/4 of NW1/4; SW1/4 of NW1/4; N1/4 of SE1/4 of SE1/4; W1/4 of NW1/4; S1/4 of SE1/4; SW1/4 of SE1/4; and W1/4 of SE1/4; all of Section 9, Township 43 South, Range 42 East.

The purpose of this deed is to release all right, title and interest of the grantors in those lands and only those lands which are located within the boundaries of the Fort Lauderdale Executive Airport.

To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

[Signature]

[Signature]

As to both signatures

As to both signatures

State of Florida,
County of Broward
I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

OTIS E. FARRINGTON and KATHRYN FARRINGTON, his wife,

to me well known to be the person described in and who executed the foregoing instrument and that they acknowledged before me that they executed the same freely and voluntarily for the purposes thereto expressed.

WITNESS my hand and official seal at Fort Lauderdale County of Broward, and State of Florida this 14 day of July A.D. 1966

[Signature]

Notary Public
My Commission Expires

[Notary Public Signature]
LEGAL DESCRIPTION (2050 CYPRESS CREEK):

A parcel of land in the Southwest one-quarter (SW 1/4 of Section 9, Township 49 South, Range 42 East, more fully described as follows:

Commencing at the Northwest corner of Southwest one-quarter (SW 1/4) of Section 9, Township 49 South, Range 42 East; thence North 88°09'08" East along the North boundary of said Southwest one-quarter (SW 1/4) of Section 9, a distance of 1237.36 feet; thence South 01°50'52" East, a distance of 50.00 feet to the Point of Beginning; thence North 88°09'08" East, a distance of 200.00 feet; thence South 06°13'37" East, a distance of 434.47 feet; thence South 83°46'23" West, a distance of 233.85 feet; thence North 01°50'52" West, a distance of 450.96 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Fort Lauderdale, Broward County, Florida and containing 95,905 square feet or 2.2017 acres more or less.