

DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF HALLANDALE BEACH
AND
DIPLOMAT GOLF COURSE VENTURE, LLC
FOR
DIPLOMAT GOLF AND TENNIS CLUB PROJECT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made and entered this 17th day of March, 2016, by and between **DIPLOMAT GOLF COURSE VENTURE, LLC**, a Florida limited liability company, whose mailing address is 501 Diplomat Parkway, Halladale Beach, Florida 33009 (“**Developer**”), and the **CITY OF HALLANDALE BEACH**, a municipal corporation of the State of Florida, whose mailing address is 400 South Federal Highway, Hallandale Beach, Florida 33009 (“**City**”).

WITNESSETH

WHEREAS, Developer is the owner of certain property located in the City of Hallandale Beach, more particularly described in Exhibit “A” attached hereto and hereinafter referred to as (the “**Property**”); and

WHEREAS, Developer proposes to construct a mixed use development including residential and commercial recreation uses and associated amenities on the Property, hereinafter referred to as (the “**Proposed Development**” or “**the Project**”); and

WHEREAS, Developer submitted applications to the City for: (i) major development approval for the Proposed Development (the “**Site Plan**”); (ii) rezoning; (iii) assignment of residential flexibility units; (iv) conditional use; and (v) waiver of specific provisions of the City of Hallandale Beach Zoning and Land Development Code (hereinafter collectively referred to as the “**Approvals**”); and

WHEREAS, Section 32-174(d)(4) of the City of Hallandale Beach Zoning and Land Development Code authorizes the City to enter into binding development agreements for the development of real property with persons having a legal or equitable interest in such property; and

WHEREAS, Developer has requested the City enter into a Development Agreement to provide for the terms and conditions upon which the Property can be developed in accordance with the Site Plan and to provide for funding of certain public improvements as delineated herein; and

WHEREAS, the City of Hallandale Beach City Commission and Developer are desirous of entering into a Development Agreement which is consistent with the Comprehensive Plan, the Land Development Regulations, and all other applicable requirements, as specifically provided in this Development Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitations**. The recitations set forth above are true and correct are incorporated herein by this reference.

2. **Definitions**. For the purpose of this Agreement, unless the context otherwise requires:

- A. **“Owner” or “Developer”** shall mean Diplomat Golf Course Venture, LLC, a Florida limited liability company.
- B. **“Project” or “Proposed Development”** shall mean the Major Development Plan (the “Site Plan”) approved by the City of Hallandale Beach for construction of residential, recreational, and commercial uses, as more specifically **described on Exhibit “B.”**
- C. **“Major Building”** shall mean any one of the buildings identified on the Site Plan as Building 100, 200, 300 or 400.
- D. **The Project Phases are defined as follows:**
 - (i) “Phase 1” means proposed Buildings 100 and 200;
 - (ii) “Phase 2” means proposed Buildings 300 and 400;
 - (iii) “Renovation Phase” means renovation of the existing facilities (i.e. the golf course, hotel, resort pool, banquet facilities, spa, restaurant, country club and pro shop), as well as the proposed expansion of the restaurant and banquet facilities;
 - (iv) “Marina Phase” means construction of the dock master building and marina shop;
 - (v) “Single Family Phase” means the proposed single family homes on the east side of Diplomat Parkway;
 - (vi) “New Tennis Center Phase” means the proposed Tennis Center at the north end of the Property and structures accessory thereto; and
 - (vii) “Golf Maintenance Facility Phase” means the proposed golf maintenance building northwest of Building 100.

3. **Description of Real Property.** The legal description of the Property which is the subject of this Development Agreement is set forth on Exhibit "A."

4. **Specific Restrictions on Development of Real Property.** The Project shall be undertaken and carried out in accordance with all City Codes and Ordinances in effect on the effective date of this Development Agreement, except for those exceptions and variations as set forth in this Development Agreement or any exhibit attached hereto. All additional Code amendments adopted after the effective date of this Development Agreement and not conflicting with the approvals memorialized herein, including without limitation the exceptions and variations enumerated in this Development Agreement, shall be applicable to the Project.

5. **Permitted Uses and Development.** The Property may be developed with those uses permitted in the CR-P, RS-7 and CCB zoning districts and the Planned Development District, as approved by City Commission.

6. **Parking, Dimensional and Landscape Requirements.** The development of the Property with the Permitted Uses shall be in accordance with the applicable parking requirements, setbacks, heights, landscaping and other site development standards set forth in the Site Plan and as set forth in a complete set on file and maintained by the City's Development Services Department except as modified by approval of the City Commission.

7. **Modification of City Regulations.** In consideration of compliance with the Special Conditions in Section 8, the Project may be constructed in accordance with the following modifications of the applicable Code provisions:

Section	Required	Provided	
32-159(f)(3)(6) Minimum Floor Area for a one (1) bedroom & two (2) bedroom-CCB	One Bedroom, 1,000 sq. ft. Two Bedroom, 1,100 sq. ft.	One bedroom, 750 sq. ft. Two Bedroom, 1,040 sq. ft.	
32-153(e)(1) Yards-CR-P	Front: 85 feet	At Bldg 300 & 400: 79 feet At Marina Parcel: 1'-2" At Tennis Center Fence Fence: 10' Pro Shop: 68'-8"	
32-153(e)(1) Yards- CR-P	Rear: 50 feet	At Marina Parcel: 11'-3"	
32-153(e)(2) Maximum Height -CR-P to main roof	100 feet	Building Height Per Plan	
		Tower #	Height Measured from FFE -1' to Roof

		Elevation to Roof
	Tower 200	346'-4" (+351'-4" NAVD)
	Tower 300	270'-8" (+279'-8" NAVD)
	Tower 400	223'-0" (+232'-0" NAVD)
32-159(f)(3)(a) Yards -CCB	Front: 5' min, 15' max @ 1 st floor	81'-3"
32-159(f)(4) Height-CCB	Maximum: 200'	330'-8" to main roof with architectural projections measuring an additional 36'-1"
32-453 (c) (c) Space Dimensions *	9'x19' with direct access from drive aisle	(45 sp) of Compact(8'x18') (144 sp/72 stalls) of Tandem (minimum size 9'x35') (300 sp/150 stalls) of Tandem (9'x35') (114 sp/57 stalls) of Compact Tandem (8'x35') (82 spaces/41 lifts) of Mechanical Lifts
32-453(i)4 Dead End Parking *	No dead end parking with more than 4 abutting parking spaces	8 abutting parking spaces-Bldg 100 15 abutting parking spaces-Bldg 200 18 abutting parking spaces-Bldg 300 21 abutting parking spaces-Bldg 400 10 abutting parking spaces-Tennis Center
32-456(b) Loading Berth Dimensions	12'w x 50'd x 14'-6"h	12'w x 45'd x 11'-0"h
32-605(d)2 Signs	Secondary Resort Hotel Entry, Bldg. 200, Tennis Center shall allow 1 sign per establishment or group of establishments with 4,000 sf of gross floor area and 150' of main street frontage Marina monument Sign Limited to 10 sf in sign area	A total of Four (4) signs for the resort not including the marina monument sign 25 sq. ft.

32-143(d)3 Building height-RS-7	2 stories-30 feet	3 stories – 38 feet (All Lots)
<p>*The location of all parking spaces with alternative dimensions and all dead end parking spaces may be changed to other Major Buildings at the time of building permit approval so long as the total number of such alternative parking spaces does not exceed the number of such spaces set forth in this table.</p>		
32-143(d)4 Yard Setbacks- RS-7	Side Interior: 5 feet min ea. side	Lot 2: 0 feet on one side Lot 3: 0 feet on one side Lot 4: 0 feet on one side
32-143(d)4 Yard Setbacks-RS-7	Rear Bldg: 20 feet Rear: 5 feet to pool decks & pools	Lot 4: 14 feet Lot 2: 2 feet Lot 3: 2'-3"
32-143(d)6 Accessory Structure Coverage-RS-7	30% total rear yard	Lot 1: 54% Lot 2: 82% Lot 3: 75% Lot 4: 44%
32-384(a)1 Landscape Area-RS-7	50%, 15% in rear yard	Lot 1: 46% Lot 2: 29%, 5% Lot 3: 32%, 6%
Percentage of Required Trees that are Palms	50% Max	Bldg 100: 68% Bldg 200: 68% Bldg 300: 70% Bldg 400: 59% Hotel Expansion: 53%
Administrative Parking Standards Standard for Hotels, motels and other tourist	1: guest room accommodations plus 1:200 GFA for other areas, such as office space, lobby areas, restaurants, meeting rooms. Gift shops and other accessory uses	-1.2 spaces per guestroom accommodations for hotel units with lockout suites -1:200 of 65% GFA
Parking	1943 space required	1416 parking spaces provided

8. Special Conditions. Developer, its successors and assigns, shall comply with the conditions of major development approval which are set forth in this Agreement. It is further understood and agreed that failure to fulfill any provision of this Agreement, the Site Plan, or the conditions of approval, may result in non-issuance of certificates of occupancy, certificate of completion, or other regulatory approvals with respect to the Proposed Development, until such time as all conditions of the specific building permit or this Agreement are complied with, and that the City shall not be liable for any direct, indirect and/or consequential damages claimed for such non-issuance. Developer acknowledges that the following are special conditions which must be adhered to throughout the development of Project.

A. General Development Conditions.

1. All roof-mounted mechanical equipment shall be screened from street view. The roof equipment shall be engineered and screened to reduce noise.

2. The Approvals shall be subject to the extension and expiration provisions of the Code of Ordinances, except as follows:

a. The maximum time to complete the Project shall be 14 years from the date of the Site Plan approval; provided, however, that should the Project not be complete within the standard time to complete a multiphase development which is 7 years from Major Development approval (the "Initial Build-out Date"), Developer shall submit to the City for approval an updated traffic study utilizing the same methodology/parameters utilized in the traffic study for approval of the Site Plan (the "2022 Analysis"). The updated study will account for new traffic counts, updated approved but not constructed developments, revised trip generation calculations and the extension of the build-out date of the remaining unbuilt portion of the Project from 2022 to 2029 (the "Final Build-out Date"). Should the results of that updated traffic study conclude that the project adversely impacts the study area beyond the results of the 2022 Analysis, Developer will mitigate such additional adverse impacts prior to receiving any further certificates of occupancy for any buildings not yet started.

b. After the issuance of a certificate of occupancy for the first Major Building and completion of the Renovation Phase, Developer shall not be subject to the 18 month period to submit building plans for subsequent phases of development or the 6 month period to obtain a building permit required pursuant to Section 32 of the City Code, so long as the Project is completed by the Initial Build-out Date or the Final Build-out Date as applicable.

3. Prior to the issuance of the first building permit, Developer shall submit a construction staging and management plan ("Construction Plan") for review and approval by the City Manager or his/her designee. The Construction Plan shall include measures to minimize dust and dirt emanating from reconstruction of the existing golf course and establish a

construction and community liaison to assure that communication between the general contractor for all development at the Project and the surrounding residents is direct and efficient. The Construction Plan shall provide details regarding the availability of the community liaison and parameters for his or her response times.

4. Hotel rooms (keys) permitted to be constructed within Buildings 200, 300 and 400 may be increased or decreased as to each building and shifted from one building to another so long as the maximum of 938 hotel keys is not exceeded and that a revised site plan reflecting the key shift is submitted to the City for review and approval as an amendment to the previously approved Major Development Plan (the "Site Plan Amendment"). In the event the Site Plan Amendment does not involve an increase in height or reduction in setbacks, the Site Plan Amendment will be reviewed as a Minor Amendment pursuant to Section 32 of the City Code; in the event the Site Plan Amendment involves an increase in height or a reduction in setbacks the Site Plan Amendment will be reviewed as a Major Amendment pursuant to Section 32 of the City Code.

5. Prior to the issuance of the first building permit for Phase 1 of the Project, Developer, in cooperation with the Hallandale Opportunity Program (HOP) administered by the City Human Services Director, or a comparable program available to achieve the purposes of this paragraph, will formulate and implement a **“Community Benefit Plan”** (the “CBP”) for Phases 1 and 2 of the Project. Prior to the issuance of a building permit for Phase 1 of the Project, Developer shall submit their CBP plan to the HOP Administrator and receive approval as outlined below. Upon review by the HOP Administrator, the CBP plan shall be submitted to the City Manager for review and approval. The CBP plan shall establish and delineate the parameters of the program as described below and how the program goals will be achieved. The CBP will serve as evidence that the program has been formulated and will be implemented subject to refinements as construction proceeds. The requirements of this program will be implemented on a building by building basis as each of the Major Buildings comprising the Project are constructed and completed. Notwithstanding the foregoing, the CBP relative to the Permanent Local Workforce (the “Permanent Workforce CBP”) for construction employment and Local Vendor Utilization during the Renovation Phase of the Project will be formulated within 90 days of the effective date of this Agreement and implemented in conjunction with the Renovation Phase of the Project and as set forth below.

a. Permanent Workforce CBP: The Permanent Workforce CBP will include, among other things, the following components:

(i) Developer anticipates that approximately 600 permanent employees will need to be hired to meet the employment needs of the Project at build out. The Developer will implement or cause to be implemented the goal that twenty percent (20%; 120 of the anticipated 600 permanent employees) of the employees hired as

Immediate Hires and during the "Initial Hiring Period" (as such terms is defined below) for each facility within the Project will be residents of Hallandale Beach. "Initial Hiring Period" means the period from pre-opening of a facility within each Phase of the Project until the end of the first six (6) months of operation at such facility;

(ii) Within 24 months of the effective date of this Agreement, Developer will hire a minimum of twenty (20) Hallandale Beach residents to work at the Project for on-going and re-opening operations ("Immediate Hires") and

(iii) Developer will provide \$20,000 to fund training programs to be administered by HOP in cooperation with Developer (the "Training Investment") to provide training for residents of Hallandale Beach with skills needed for current and future jobs in the culinary industry, hospitality, marketing and other employment areas to be needed at the Project, as well as construction and building trades.

b. Local Workforce Utilization: the CBP for construction employment opportunities created by the Project will address the following additional issues:

Construction Workforce: The goal of having a minimum of ten percent (10%) of the workers hired for construction jobs at the Project, including general laborers and specialized trades, to be residents of Hallandale Beach, also known as Local Workforce. Local Workforce in this capacity shall be defined as any worker that is directly working on the project, during design and/or construction, who resides within the City as a renter or homesteaded property owner. Those classified as local workforce shall be provided with not only work directly on the project, but also provided the opportunity to generate a tangible sustainable impact after the project is complete. This may include, but not be limited to, participation in an apprentice program, mentorship program, training, long term employment beyond the term of the project, etc.

c. Local Vendor Utilization:

In an effort to promote economic development in the City, Developer shall use commercially reasonable efforts to contract with companies that are (1) owned by City residents, (2) located within the City or (3) those firms that can demonstrate to have an established network or one or both of the previous components, for goods and services to meet the operational and construction needs of the Project where such companies are otherwise

qualified and competitive. A goal of the CBP will also be that Developer's general contractor (or construction manager) will work with the City to identify qualified City of Hallandale Beach contractors or contractors that are insured and demonstrate the ability to establish a network of local Hallandale Beach vendors, meet the terms and conditions required by any contractor, subcontractor, materialman or laborer and can be bonded and provide pricing that is competitive to bids received, so that 10 percent (10%) of the direct hard construction costs are provided by City of Hallandale Beach contractors and/or businesses. In addition, the General Manager of the Project operations will work with the City to identify companies located within the City of Hallandale Beach to meet this goal as to ongoing and future operations within the Project.

d. Hallandale Opportunity Project (HOP) Collaboration:

(i) **Local Workforce:** Developer shall work with the HOP to identify the Construction and Permanent Local Workforce for the project as follows:

(a) **Construction Local Workforce:** Developer will include in its bid package for each Major Building a provision which advises potential bidders that the CBP will need to be implemented as part of this construction and the details of such CBP. The Developer will assure that its general contractor provides the HOP Administrator with a list of the types of jobs anticipated and the necessary qualifications sufficiently in advance of any hiring so that HOP can identify those residents meeting the identified qualifications. In the event HOP is unable to identify a sufficient pool of qualified resident candidates within 1 year of the date of issuance of the first building permit for a particular Major Building to meet the goal of 10% of construction jobs being held by Hallandale Beach residents, Developer will have the option of contributing \$50,000 less \$1000 for each resident hired for a construction job for such Major Building to the City to either fund training programs for Hallandale Beach residents seeking employment in the construction industry or to fund an apprenticeship program at the Project to pay for Hallandale Beach residents selected by Developer to work on construction of the Project or similar program to be mutually agreed upon by City and Developer.

(b) **Permanent Local Workforce:** Developer will work with the operators of each hospitality, culinary and recreation facility within the Project to implement the CBP. The Developer will assure that its operators provide the HOP Administrator with a list of the types of jobs anticipated and the necessary

qualifications sufficiently in advance of any hiring so that HOP can identify those residents meeting the identified qualifications. At the termination of each Initial Hiring Period, Developer shall report to the City Manager as to how many residents of Hallandale Beach were hired. If less than 20% of the employees at such facility during such Initial Hiring Period are residents of Hallandale Beach, then Developer will contribute \$1000 per unmet position at each such facility to the City for funding of appropriate training programs for residents of Hallandale Beach, with a total funding obligation not to exceed \$120,000.00, with a credit of \$20,000.00 for the Training Investment.

- (ii) **Local Vendors:** HOP shall provide Developer with a list of all relevant Business Tax Receipts within the City, as well as, a list of known local vendors utilized on previous projects within the City.

e. Reporting: Developer shall report on a quarterly basis to the City, through the HOP Administrator, on the number of Immediate Hires, Construction and Initial Permanent Workers hired and how many of said workers are Hallandale Beach Residents. The first reporting quarter shall begin 180 days after the effective date of this Agreement and conclude three months (3) after the issuance of the first certificate of occupancy for the last Major Building.

6. Subject to obtaining minor site plan approval pursuant to Sections 32-782 and 32-783 of the City Code and obtaining a building permit, a temporary sales center may be constructed either as a new free-standing structure or through renovation of all or a portion of an existing structure and such sales center may continue to operate for so long as active hotel and/or residential unit sales for the Project continue. However, any portions of the sales center within a temporary structure will be demolished if the Major Development Approval for the Project expires.

7. All required trees shall be at least fifteen (15) feet in overall height and two (2) inch caliper. Relocation of existing trees shall be conducted as specified in the plans and shall comply with the City's Tree Preservation requirements.

8. Prior to the issuance of a building permit for each Major Building, the Developer shall address the following in the Project plans or by entering into one or more agreements acceptable to the City:

- a. Provide drainage calculations which comply with Broward County regulations and City criteria to retain five (5) years, One (1) hour storm on-site. Developer shall thereafter, during Project

construction, construct all on-site storm water improvements necessary to retain proper drainage and run-off.

- b. Contract with the City of Hallandale Beach for roll out service and sanitation collection to be provided by the City so long as it is available. If a condominium form of ownership is contemplated, provisions acceptable to the City Attorney shall be included in the condominium documents addressing this requirement.
- c. Construction, at its own cost, of the sanitary sewer infrastructure upgrades required as a result of the project pursuant to the conceptual plans for same attached hereto as Exhibit C.
- d. Pay the applicable water and sewer fees as required by the City Code; provided, however, the Developer shall be provided impact fee credits for any water and sewer facilities, including lines, installed by Developer for the Project which improvements are already part of the capital improvement plan funded by such water and sewer impact fees.
- e. Provide 2 charging stations in each of the parking garages to accommodate electric vehicles and provide for garbage recycling in each Major Building.
- f. The Project shall be designed and constructed to comply with Section 32-787 of the Code of Ordinances and obtain a Green Building certification from a recognized environmental agency. Prior to the issuance of the each building permit for a Major Building, Developer shall provide evidence of the project's registration or application seeking such certification, including an initial assessment of the planned achievements which are anticipated to result in such certification.

9. Prior to the issuance of a building permit for Building 100 on the Site Plan, contribute an amount of \$1,325 per residential unit (maximum 250 units) to the City's affordable housing trust fund. This per unit cost represents the City's most recently calculated average assistance provided per affordable unit of \$8,833.33 for each unit required, which is 15% of the units being constructed. ($250 * 15\% * \$8,833.33 = \$331,250$).

10. In order to preserve the views of the golf course from the public right of way and sidewalk along Diplomat Parkway, Developer hereby establishes the "Diplomat Parkway View Corridor" from a point north of the proposed driveway into Building 100 to a point south of the main entrance to the Project and for a depth of 100' west of the east property line of the Property as delineated on Exhibit D. The Developer agrees that, as reflected on the Site Plan and Exhibit D, no structures will be developed within the Diplomat Parkway View Corridor.

11. The number of stories of the Major Buildings may increase or decrease from those reflected on the Site Plan so long as the measured height of such Major Buildings does not exceed that reflected on the Site Plan and the minimum ceiling height within the living rooms and bedrooms of all residential units and hotel rooms within Major Buildings shall be nine (9) feet floor to floor measured from the top of the structural floor to the top of the structural floor above.

12. Prior to the issuance of a building permit for a Major Building, Developer will contribute \$25,000.00 to the City Historic Commission for the Historic Commission to fund preparation of a report which chronicles the mid-20th Century history of the "Diplomat Country Club" and other mid-20th Century Hallandale icons.

B. Transportation and Mobility Commitments.

1. Improvements to Atlantic Shores Blvd.: Developer recognizes that a primary corridor for access to the property will be Atlantic Shores Blvd. Atlantic Shores Blvd. intersects with Federal Highway as one of the City's primary north-south transportation corridors and that improvements to Atlantic Shores Blvd. will enhance the accessibility of the Property. Developer agrees to fund the reconstruction of Atlantic Shores Blvd. from Federal Highway to Diplomat Parkway in compliance to the design(s) of the varied roadway cross sections (see Exhibit E, the "Atlantic Shores Improvements") and City has agreed to design and construct the Atlantic Shores Improvements. The City has allocated funding toward the design of the Atlantic Shores Blvd. reconstruction. The City has committed to advancing this project as a means of improving the streetscape, addressing on-street parking, and creating a more pedestrian friendly corridor that is consistent with the Basis of Design Report. The City will assume responsibility for all predevelopment efforts (design, permitting, and bidding for construction services). Therefore, the Developer's funding commitment will be limited to the cost of construction (hard costs) once the lowest responsive, responsible firm is selected (the "Final Cost") and will be payable as follows:

a. \$1,000,000.00 within 24 months from the effective date of this Agreement (the "First Payment Date"); provided, however, in the event the City has not obtained the necessary permits and approvals to construct the Atlantic Shores Improvements by the First Payment Date, then Developer will make this first payment within 30 days of City advising Developer, in writing that it has obtained all the necessary permits and approvals to construct the Atlantic Shores Improvements and such approvals are final;

b. \$1,250,000.00 on the one year anniversary of the date that the first payment of \$1,000,000.00 is made by Developer; and

c. \$1,250,000.00 on the second year anniversary of the date that the first payment is made by Developer.

Notwithstanding the foregoing, in the event the Final Cost is less than \$3,500,000.00 then each of the 3 payments outlined above will be reduced pro rata so that Developer's total cost of construction is equal to the Final Cost.

2. Improvements to Diplomat Parkway: Since Diplomat Parkway is the primary roadway through which Project construction vehicles will access the Property, prior to the issuance of the first certificate of occupancy for the third Major Building within the Project, but no later than seven (7) years from the effective date of this Agreement, Developer will mill and overlay existing asphalt roadway including new pavement markings and reflectors on Diplomat Parkway from Hallandale Beach Blvd. to Atlantic Shores Blvd. as reflected on Exhibit F attached hereto (the "Diplomat Parkway Improvements"); provided, however, in the event at the time of permitting of the Diplomat Parkway Improvements, the construction cost of these improvements is determined by Developer and City to exceed \$350,000.00, Developer and City will modify such improvement plans so that the maximum cost to Developer for these improvements is \$350,000.00. or the City may secure additional funding and pay Developer for such additional cost.

3. Within sixty (60) days of the Major Development Approval for the Project becoming final and not subject to appeal, Developer will contribute \$40,000 to the City as partial funding of the City's pending Citywide Mobility Study which study will assist in assuring that access to and from the Project is provided in an efficient manner.

4. Prior to the issuance of a building permit for any Major Building and prior to the issuance of the first certificate of occupancy for Buildings 100, 200 and 300, the Developer will contribute \$100,000.00 to the City to be used to fund improvements (new vehicles, expanded or new routes, new bus stops, etc.) to the Citywide Circulator/municipal bus service for a total contribution of \$400,000.00 to the City for these purposes.

5. Prior to the issuance of the first certificate of occupancy for a Major Building within the Project, subject to receipt of all necessary governmental approvals, the Developer will complete the following:

- Lengthening of the southbound left-turn lane at Hallandale Beach Boulevard and Diplomat Parkway to 250 feet. (Estimated cost \$350,000.00)
- Coordinate, request and pay for, if required by BCTED or FDOT, (Estimated cost \$75,000.00) traffic signal timing modifications and provide the City with a copy of such request and responses from the county and FDOT on the request, at the following intersections:
 - US 1/ SE 3rd Street
 - US 1/ Hallandale Beach Boulevard

- US 1/ Pembroke Road
- Hallandale Beach Boulevard/ SE 14th Avenue
- Hallandale Beach Boulevard/ Diplomat Parkway
- Implementation of the northbound right-turn overlap signal phase at US 1/ Hallandale Beach Boulevard. (Estimated cost \$50,000.00)

It is understood that the preceding intersection improvements will be done in accordance with, and subject to the review of, the City's Mobility Consultant in order to ensure that proposed improvements by the Developer will work in concert with citywide mobility enhancements.

6. In consideration of the foregoing transportation and mobility contributions, the City hereby waives the applicable municipal transportation mitigation fee of \$1,165,830.

7. In consideration of the parking modifications approved as part of this Agreement, Developer agrees to construct an additional level of parking within the parking garage for Building 300 and to provide City with 45 of the additional parking spaces to be constructed within that additional level to be used as public parking spaces (the "City Spaces") on the lowest level of such parking garage and to accommodate this additional parking level, the height of Building 300 shall be increased by up to ten feet above that reflected on the Site Plan. Prior to the issuance of a certificate of occupancy for Building 300, Developer and City will enter into a lease for the City Spaces which shall provide, among other things necessary and proper for such a lease arrangement, that:

- a. the term of this lease shall be renewed annually for so long as Building 300 is operated as a hotel unless the City and Developer determine that the City Spaces are not getting utilized by the public and the City Spaces should be released to be used by Developer;
- b. the annual rental shall be at a rate of \$1 per year plus the cost to Developer to maintain the City Spaces as such cost may change annually as the Building 300 Common Area Maintenance costs are assessed each year;
- c. the City will maintain insurance for the City Spaces; and
- d. City may install parking meters or otherwise charge for or manage the use of the City Spaces by Hallandale Beach residents.

In consideration that Building 300 will not be constructed for many years, Developer agrees that within 90 days of the effective date of this Agreement, Developer will provide 45 at grade parking spaces within

existing parking areas on the Property, subject to the terms outlined above except that the requirement for these at grade parking spaces will expire once Building 300 is completed.

C. Public Safety Commitments

1. Capital Improvements to Police and Fire Department: In recognition of the increased demand on public safety services anticipated from the Project, prior to the issuance of the first building permit for each Major Building, the Developer will contribute an amount based upon the final development program within each such Major Building at the following rates: \$ 217 per residential unit for police services and \$204 per residential unit for fire services; and, \$.31 per square feet of new commercial development for police services and \$.40 per square feet of new commercial development for fire services (the "Impact Fee Rates".) The funds paid by Developer pursuant to the Impact Fee Rates shall be used by the City to provide necessary capital improvements in public safety departments, including, but not be limited to, expansion of fire station 60 (Three Islands Blvd.) and construction of a police training facility. Based upon the current maximum build out scenario for the Project as set forth on the Site Plan (250 residential units x \$421 per unit = \$105,250 and 994,280 square feet of commercial development x \$.71= \$705,939.00), Developers maximum public safety contribution will be \$811,189.00 (the "Maximum Public Safety Contribution").

2. Effect of City Adoption of Future Public Safety Impact Fee: It is understood that City has not adopted an impact fee for police and fire service. In the event the City adopts an impact fee for police and/or fire services at any time prior to issuance of the last building permit for a Major Building and such impact fees for the Project when calculated pursuant to such adopted impact fee ordinance are less than the Maximum Public Safety Contribution, any development within the Project for which a building permit is sought after adoption of such impact fee shall be subject to the new impact fee schedule and Developer will be credited for any over payment already made for buildings which were permitted prior to the adoption of the impact fee ordinance.

D. Hotel, Golf Course and Amenity Use and Operational Commitments.

1. Developer will make the onsite banquet facilities within the Project available to the City for six (6) functions, per year and the cost to the city for such events will be limited to the direct cost of food, beverage and service personnel. No rental fee shall be charged to the City. Scheduling of such functions shall be for city-related purposes and shall be requested in writing by the City Manager.

2. Developer will establish and implement a program whereby residents of Hallandale Beach who, at the time of play, provide a proof of residency, such as a deed, lease, a driver's license or voter registration card

(“Residents”) shall enjoy the following special privileges with respect to the golf course and other amenities open to the general public within the Project:

a.. During the months of June, July, August and September, the first and third Thursday of each month shall be established as “Hallandale Resident Days” and Residents will be provided with a fifty percent (50%) discount on golf services offered, subject to the following limitation on golf play: only 20% of the daily tee times after 10:00am on Hallandale Resident Days will be available to Residents at the discounted rate and on a first come first served basis, tee times will need to be reserved no earlier than 14 days prior to a given Hallandale Resident Day and no later than 7 days prior to such Day; and,

b. At all times, Residents will be provided with a ten percent (10%) discount on spa services and food and beverage purchased at the hotel facilities and restaurants, excluding banquet facilities.

3. Given the unique career training opportunities provided by the Project for residents of Hallandale Beach, in cooperation with the City Parks and Recreation Department, Developer will provide a minimum of 2 paid internship positions in the culinary arts, hospitality, golf or tennis per year as part of the City Summer Youth Employment Program. Upon satisfactory completion of at least two (2) consecutive internships, Developer agrees to provide the opportunity for past interns to apply for permanent employment within the development.

4. In an effort to assure that a trained workforce is available in proximity to the Project, Developer agrees to participate in annually funding a scholarship program for a minimum of two (2) graduating student residents in the City at an amount of \$7,500 per student (or \$15,000) and will actively participate in the selection of scholarship recipients and awarding of the scholarships, in cooperation with the City’s Parks and Recreation Department. This commitment will start within 120 days of Major Development Approval and be in effect for a period of not less than eight (8) years.

5. The Development will implement the operational commitments in subparagraphs 1, 2 and 3 within 30 days of receipt of the first certificate of occupancy for the development within the Renovation Phase and provide such benefits until five years after the Initial Build-out Date or after the Final Build-out Date if applicable.

9. **Restriction on Golf Course Use** Prior to the issuance of the first building permit for a Major Building, Developer will record the Restrictive Covenant attached hereto as Exhibit G. The Restrictive Covenant will ensure that the proposed use of the 99.4 acres of golf course will be used as a golf course or open space for a period of not less than thirty (30) years, unless amended by action of the City Commission.

10. Golf Course Perimeter Walkway Within 90 days of the effective date of this Agreement, the Developer will use its best efforts to obtain permission from the applicable property owners to connect a proposed perimeter walkway along the south property line of the golf course depicted on Exhibit H hereto (the "Golf Course Walkway") to the public side walk on N.E. 14th Avenue or access through the Diplomat Mall so that the public may have a continuous walkway around the neighborhood. In the event Developer obtains such permission, then in connection with the renovation of the existing golf course, Developer will construct the Golf Course Walkway.

11. DeSoto Waterway Shoreline Improvement Plan or Sunrise Park Contribution Within 90 days of the effective date of this Agreement, Developer shall contribute \$50,000 to the City for a feasibility study of a linear park (DeSoto Waterway Shoreline Improvement) the City to implement a public input process followed by the preparation of a conceptual plan and basis of design report for a new public park and mangrove habitat to be developed in the area along the east side of the DeSoto waterway providing a new recreation opportunity within the City of Hallandale Beach. In addition, the Developer agrees that prior to the issuance of the first certificate of occupancy for a Major Building it will fund up to \$250,000.00 of the capital cost to construct a linear park (the "DeSoto Waterway Shoreline Improvement"); provided, however, Developer's obligation to fund the construction cost will expire and these funds will be assigned to cover the cost of capital improvements at Sunrise Park, if the City has not obtained the necessary permits and approvals to construct the DeSoto Waterway Shoreline Improvements by the earlier of:

A. the date that the Developer is eligible for the first certificate of occupancy for a Major Building or

B. January 31, 2022.

The Developer further agrees to make the following contributions to the City for use in funding capital improvements at Sunrise Park, payable as follows:

A. \$400,000.00 prior to the issuance of a certificate of occupancy for the second Major Building constructed; and

B. \$300,000.00 prior to the issuance of a certificate of occupancy for the third Major Building constructed.

12. Controlling Documents. The Site Plan is hereby incorporated herein by reference and made a part of this Agreement. There shall be strict adherence to this Agreement and the Site Plan, subject to minor modification by the City Manager in his or her discretion, as same may be amended from time-to-time in accordance with the procedures set forth in the City's Zoning and Land Development Code or this Agreement. In the event that the Site Plan or any portion thereof is found to be in conflict with this Agreement, this Agreement shall control.

13. Building Permits and Certificates of Occupancy. Subject to Developer's compliance with all applicable codes, ordinances, regulations, the Site Plan and this Agreement,

the City agrees to issue to Developer, upon application and approval, all required building permits, approvals or other required permits and Certificates of Occupancy for the construction, use and occupancy of the Proposed Development.

14. Fees. Approvals are also based upon payment of the City's usual and customary fees and charges for such applications, permits or services, in effect at the time of issuance of the permit or approval, and any financial contribution identified as part of this Agreement including but not limited to the following:

A. Payment of City's water impact fee and sewer impact fee in accordance with City Code (prior to Building Permit) and this Agreement.

B. Payment of water connection fees pursuant to City Code. The fee is not creditable towards other water/sewer impact fees.

15. Amendments. Any amendment to this Agreement shall not be approved unless all parties subject to this Agreement agree to the amendment and such amendment is incorporated into the Agreement. All amendments not requiring City Commission approval shall be subject to the final approval by the City Manager on behalf of the City.

16. Developer's Representations and Warranties. Developer makes the following representations and warranties to the City, each of which shall survive the execution and delivery of this Agreement:

A. Developer is a limited liability limited partnership duly organized and validly existing under the laws of the State of Florida, and has full power and capacity to own its properties, to carry on its business as presently conducted by Developer, and to enter into the transactions contemplated by this Agreement.

B. Developer's execution, delivery and performance of this Agreement have been duly authorized by all necessary individual, partnership, corporate and legal actions and do not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which Developer or Developer's property may be bound or affected.

C. Except as otherwise previously or concurrently disclosed to the City in writing, there are no actions, suits or proceedings now pending or (to the best of Developer's knowledge) now threatened against or affecting Developer or its property before any court of law or equity or any administrative board or tribunal or before or by any governmental authority which would prohibit, restrict or otherwise interfere with Developer's ability to enter this Agreement or carry out the provisions of this Agreement.

D. This Agreement constitutes the valid and binding obligation of Developer, enforceable against Developer, and its successors and assigns, in accordance with their respective

terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

17. City's Representations and Warranties. The City makes the following representations and warranties to Developer, each of which shall survive the execution and delivery of this Agreement:

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of Florida; and has full power and capacity to own its properties, to carry on its business as presently conducted by the City, and to enter into the transactions contemplated by this Agreement.

B. The City's execution, delivery and performance of this Agreement have been duly authorized by all necessary legal actions and do not and shall not conflict with or constitute a default under any indenture, agreement or instrument to which the City is a party or by which the City or the City's property may be bound or affected.

C. This Agreement constitutes the valid and binding obligation of the City, enforceable against the City, and its successors and assigns, in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the rights of creditors generally.

18. Binding Effect. This Agreement shall be recorded in the Public Records of Broward County, Florida, and the provisions of this Agreement shall be binding upon the parties hereto and their respective successors and assigns as a covenant running with and binding upon the Property.

19. Developer's Breach of Agreement and Remedies. The occurrence of any one or more of the following events shall be deemed a "Developer Event of Default" under this Agreement:

A. Any failure to fulfill any covenants and obligations under this Agreement that shall continue for a period of thirty (30) days following written notice from City; however, in the event that such failure cannot be reasonably cured within such thirty (30) day period, so long as the City determines that such failure was beyond the reasonable control of Developer or did not result from a lack of good faith and Developer has promptly commenced the action(s) necessary to cure the failure and diligently and continuously prosecutes such action, the thirty (30) day cure period shall be extended for such period as may reasonably be necessary to cure such failure.

B. Upon a Developer Event of Default that continues beyond all applicable cure periods, in addition to all remedies available at law and/or equity, the City shall have the right to terminate this Agreement by providing written notice to Developer, in which event the parties shall be released from all further obligations under this Agreement. In the event Developer commences construction of a Major Building and the City determines that the Project has been abandoned pursuant to Section 32-761 of the City Code, Developer shall demolish, at its expense,

any partially completed improvements and restore the site with sodding and fencing in accordance with all requirements of the City Code.

20. **Hold Harmless.** Developer agrees to and shall hold the City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury including death and claims for property damage which may arise from the direct or indirect operations of Developer or those of Developer's contractor, subcontractor, agent, employee, or other person acting on his behalf which relate to the Proposed Development. Developer agrees to and shall defend the City and its officers, agents, employees, and representatives from any and all claims, actions, proceedings, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of suit incurred in connection with such claims at all trial and appellate levels), caused or alleged to have been caused by reason of Developer's activities in connection with the Proposed Development.

Developer agrees that it shall not allow any encumbrances and/or construction liens to be placed on or against any City property on which Developer is constructing any improvements pursuant to this Agreement. In the event that any encumbrances and/or construction liens are placed on or against City property, Developer agrees to take all necessary action to have said encumbrances and/or construction liens immediately removed. Failure of Developer to have said encumbrances and/or construction liens removed shall constitute a breach of this Agreement.

21. **Monitoring Official.** The City of Hallandale Beach City Manager or his or her designee is appointed as the City's monitoring official of this Agreement. The City's representatives shall monitor the activities specified in such a manner to ensure that all requirements of this Agreement are met.

22. **Force Majeure.** In the event that Developer is delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter, "Permitted Delay" or "Permitted Delays"), Developer shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon Developer seeking an extension of time delivering written notice of such Permitted Delay to the City within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which Developer may delay any act or performance of work due to a Permitted Delay shall be one hundred eighty (180) days.

23. **Venue.** In the event of any litigation arising under or in any manner related to this Agreement, venue for such litigation shall be Broward County, Florida.

24. **Notices.** Any notice, demand or other communication required or permitted under the terms of this Agreement shall be in writing, made by overnight delivery services or certified or registered mail, return receipt requested, and shall be deemed to be received by the addressee one (1) business day after sending, if sent by overnight delivery service and three (3) business days after mailing, if sent by certified or registered mail. Notices shall be addressed as provided below:

If to the City: City of Hallandale Beach
Attn: City Manager
400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-1300 - phone
City_Manager_Office@Hallandalebeachfl.
gov

With counterpart to: City of Hallandale Beach
Attn: City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-1325 - phone
CityAttorneyDL@cohb.org

With counterpart to: City of Hallandale Beach
Attn: Development Services Director
400 South Federal Highway
Hallandale Beach, FL 33009
(954) 457-1375 – phone
DevelopmentServicesDL@Hallandalebeac
hfl.gov

If to Developer: Diplomat Golf Course Venture, LLC
Attn: Michael Meyers
501 Diplomat Parkway
Hallandale Beach, FL 33009

With counterpart to: Holland & Knight LLP
Attn: Debbie M. Orshefsky, Esq.
515 E. Las Olas Boulevard, Suite 1200
Fort Lauderdale, FL 33301
(954) 468-7871 – phone
(954) 463-2030 – fax

25. Severability. Invalidation of any provision of this Agreement shall not affect any other provision of this Agreement, which shall remain in full force and effect.

26. Regulatory Powers. City cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Project. Nothing in this Agreement shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state

laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

27. Effective Date. This Agreement shall become effective on the later of: (i) the date that all of the Approvals become final and not subject to appeal; or (ii) the date this document is executed by all parties.

28. Assignment of Partial Interest. Developer agrees that in the event Developer conveys an interest in the Property to others necessitating an assignment of this Agreement and the development rights it governs as to any portion of the Property, Developer will:

A. At least 10 business days prior to any such assignment, notify the City of its intent to assign an interest in the Property necessitating an assignment of this Agreement, including the name and address of such entity or individual;

B. Notify the City of the name and address of such entity within 5 business days of any such assignment, including a description of the development experience of such entity and/or its principals; and

C. Provide an acknowledgement by instrument executed by such assignee(s) evidencing its acceptance of the financial obligations in this Agreement that relate to the portion of the Project in which such assignee has an interest and a representation that such assignee has the financial ability to meet such obligations; such instrument shall be in recordable form.

29. Conveyance of Total Interest. In the event the Developer conveys its entire interest in the Property or all of its interest in a development parcel for a Major Building to an unrelated entity or individual such that the current principals of Diplomat Golf Course Venture LLC no longer have any interest in the Property or such development parcel (“Total Conveyance”), the Developer will pay the City a title transfer fee as follows:

A. \$2,000,000.00 in the event of a Total Conveyance of the Property in its entirety; or

B. In the event of a Total Conveyance of a development parcel for a Major Building, pay \$500,000.00 per development parcel so conveyed, not to exceed a total of \$2,000,000.00.

Notwithstanding the foregoing, the Developer’s obligation to pay a title transfer fee as set forth herein shall expire upon the issuance of a building permit for the second Major Building within the Project.

30. Waiver of jury trial and objections to venue The parties hereby knowingly, voluntarily and intentionally waive the right any of them may have to a trial by jury in respect of any litigation based upon this agreement or arising out of, under or in connection with this agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. This provision is a material inducement for the parties entering into this agreement. The parties hereby

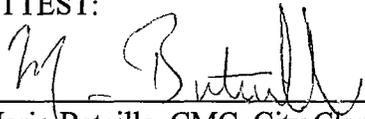
knowingly, voluntarily and intentionally waive any objection to venue, provided, however, that such venue is consistent with the requirements of this agreement.

31. Attorneys' Fees. Except as may be otherwise expressly set forth herein, in any litigation brought or maintained pursuant to, or arising out of, the terms of this Agreement, the prevailing party shall be entitled to reimbursement of reasonable attorneys' fees and costs incurred at all proceedings, including, without limitation, before trial, at trial and all appellate levels, from the non-prevailing party.

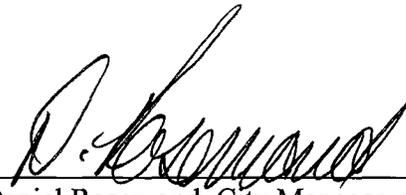
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the proper officers the day and year above written.

CITY:

ATTEST:



Mario Bataille, CMC, City Clerk



Daniel Rosemond, City Manager

ENDORSED AS TO FORM
AND LEGALITY FOR THE
USE AND RELIANCE OF THE
CITY OF HALLANDALE BEACH ONLY



V. Lynn Whitfield, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

of

"Diplomat Golf and Tennis Club"

Exhibit "A"

LEGAL DESCRIPTION:

South Course

Portions of Tract B and Block 11 and all of Lots 1 through 8 Block 3 DIPLOMAT GOLF ESTATES, according to the Plat thereof as recorded in Plat Book 46, Page 24 of the Public Records of Broward County Florida, being more particularly described as follows

COMMENCING at the Southeast corner of said Tract B

THENCE North 00°01'00" East on the Westerly right-of-way line of Diplomat Parkway as shown on said DIPLOMAT GOLF ESTATES a distance of 331.18 feet to the Southeast corner of a parcel of land described in Official Records Book 29134, Page 190 of the Public Records of Broward County, Florida said corner being the POINT OF BEGINNING

THENCE on the South and West lines of said parcel of land the following fifteen (15) Courses and distances,

- 1) - North 89°59'00" West, a distance of 57.00 feet,
- 2) - North 44°59'00" West a distance of 16.97 feet,
- 3) - North 89°59'00" West, a distance of 60.00 feet
- 4) - South 45°01'00" West a distance of 16.97 feet,
- 5) - North 89°59'00" West, a distance of 137.36 feet
- 6) - North 44°59'00" West a distance of 16.97 feet,
- 7) - North 89°59'00" West a distance of 60.00 feet
- 8) - South 45°01'00" West a distance of 16.97 feet,
- 9) - North 89°59'00" West, a distance of 56.36 feet
- 10) - North 44°59'00" West, a distance of 12.22 feet
- 11) - North 00°01'00" East, a distance of 262.14 feet to the beginning of a tangent curve concave to the Southwest,
- 12) - Northwesterly on the arc of said curve having a radius of 35.00 feet through a central angle of 90°00'00" an arc distance of 54.98 feet, to a point of tangency,
- 13) - North 89°59'00" West, a distance of 85.20 feet to the beginning of a tangent curve concave to the Northeast,
- 14) - Northwesterly on the arc of said curve having a radius of 10.00 feet through a central angle of 90°00'00" an arc distance of 15.71 feet, to a point of tangency,
- 15) - North 00°01'00" East, a distance of 137.88 feet to the Northwest corner of said parcel of land

THENCE North 90°00'00" West, a distance of 734.74 feet,

THENCE South 66°30'18" West, a distance of 200.69 feet,

THENCE North 89°59'42" West, a distance of 200.25 feet,

THENCE South 00°48'42" East, a distance of 83.07 feet,

THENCE North 90°00'00" West, a distance of 93.50 feet to the Northeast Corner of the West one-half (W 1/2) of the Southwest one-Quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of Section 26 Township 51 South, Range 42 East, Broward County, Florida,

THENCE South 89°53'09" West on the North line of said West one-half (W 1/2) of the Southwest one-Quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of said Section 26, a distance of 170.47 feet to the Southeast corner of Lot 44 Block 12 of said DIPLOMAT GOLF ESTATES

THENCE North 00°56'42" East on the East line of said Block 12, a distance of 672.01 feet to the intersection with the North line of said Section 26 and the South line of Section 23, Township 51 South, Range 42 East,

THENCE North 01°04'46" East, continuing on said East line of Block 12 a distance of 1792.08 feet to the Southwest corner described and labeled as Parcel 3-B or that certain Special Warranty Deed recorded in Official Records Book 27081 Page 360 of the Public Records of Broward County, Florida

THENCE on the Southerly line of said Parcel 3-B the following four (4) courses and distances,

- 1) - South 89°37'27" East a distance of 261.09 feet
- 2) - North 82°52'33" East, a distance of 155.49 feet,
- 3) - South 89°37'27" East, a distance of 230.00 feet,
- 4) - North 48°59'10" East, a distance of 74.11 feet to the Southeast corner of Lot 1 of said Block 12,

THENCE North 01°04'32" East on the East line of said Lot 1 Block 12, a distance of 130.01 feet to the Northwest corner of said Lot 11 being located on the South right-of-way line of Northeast 9th Street (FKA Atlantic Shores Boulevard)

THENCE South 89°37'27" East on said North line of Block 11 and on said South right-of-way line of Northeast 9th Street, a distance of 342.18 feet to the Northwest corner of Lot 1, Block 5 of said DIPLOMAT GOLF ESTATES said point being located on the arc of a non-tangent curve concave to the East, whose radius point bears North 89°33'53" East

THENCE Southerly on the West line of said Block 5 and on the arc of said curve, having a radius of 3,532.50 feet, through a central angle of 11°53'34" , an arc distance of 733.23 feet to a point of non-tangency and the Southwest corner of Lot 7 of said Block 5

THENCE North 77°41'14" East on the South line of said Block 5 a distance of 170.34 feet to the Southeast corner of said Lot 7, Block 5 and the Northeast corner of said Block 11, being located on the Westerly right-of-way line of Diplomat Parkway as shown said DIPLOMAT GOLF ESTATES

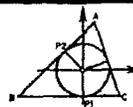
THENCE on said Easterly line of Block 11 and on said Westerly right-of-way line of Diplomat Parkway and on the Easterly line of said Block 3 and said Tract B, DIPLOMAT GOLF ESTATES the following nine (9) courses and distances

- 1) - South 26°54'50" East, a distance of 685.17 feet to the beginning of a tangent curve concave to the West
- 2) - Southerly on the arc of said curve having a radius of 220.00 feet through a central angle of 23°20'37" an arc distance of 89.63 feet to a point of tangency,
- 3) - South 03°34'13" East a distance of 201.59 feet to the beginning of a tangent curve concave to the East

This Legal Description and Sketch to Accompany legal consists of eight (8) sheets, neither one is complete or valid without the other

Sketch to Accompany Legal/All in Hallandale

TRIANGLE



8290 NW 64th Street
Miami Florida 33166
305 597-8701
LB 7388
www.TRIANGLESM.com

Sheet 1 of 8

Draw By ALR

Date: 08/03/15

Surveying & Mapping

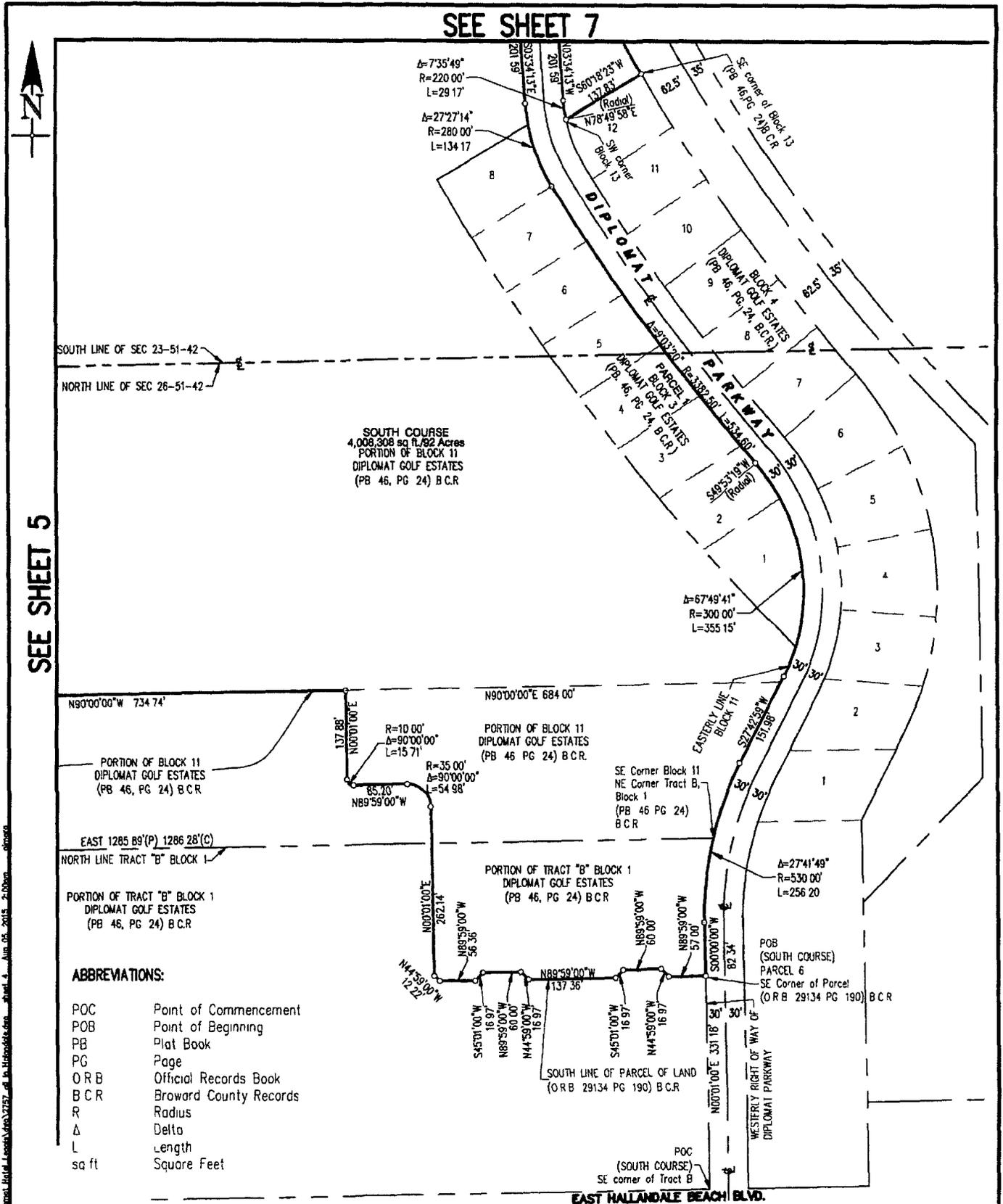
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Scale: 1" = 200'



Sketch No.: 2757.06

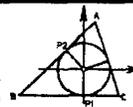
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Sketch to Accompany Legal/All in Hallandale

TRIANGLE
Surveying & Mapping



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Miami, Florida, 33166
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Sheet 4 of 8	Draw By: ALR	Date: 08/03/15
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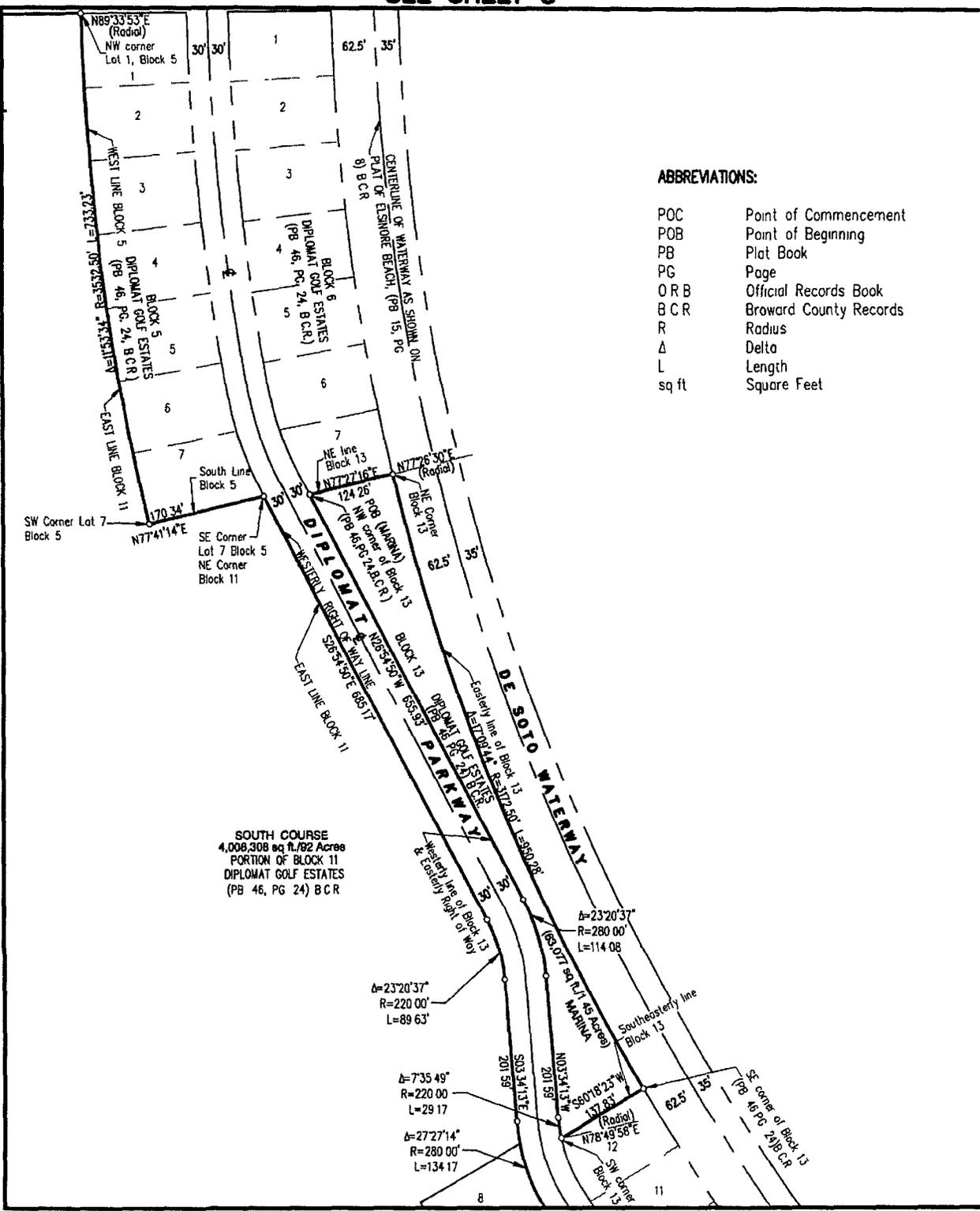
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 Plot Scale: 1" = 200'

SEE SHEET 8



SEE SHEET 6

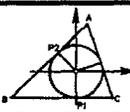


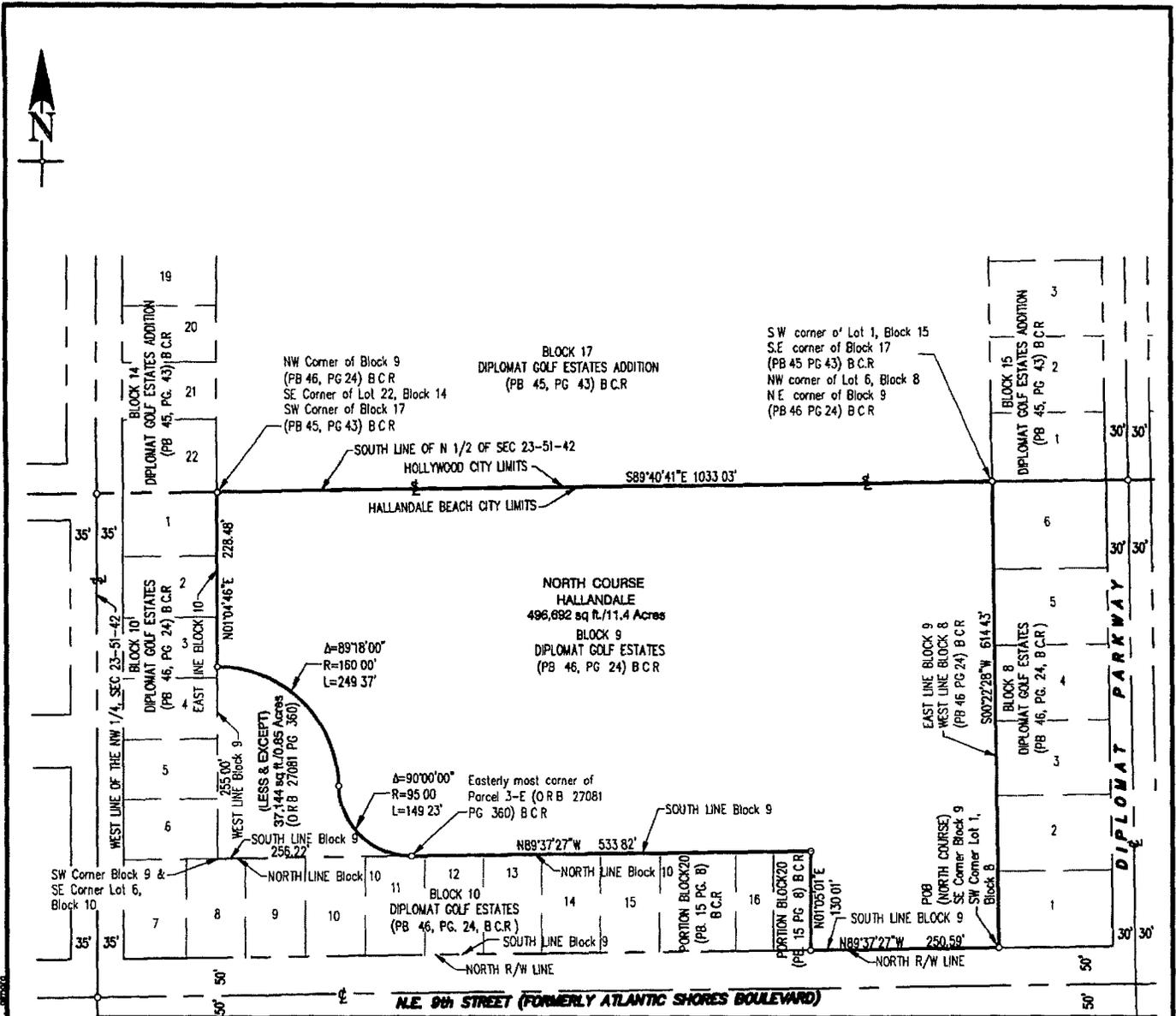
ABBREVIATIONS:

- POC Point of Commencement
- POB Point of Beginning
- PB Plat Book
- PG Page
- OR B Official Records Book
- B C R Broward County Records
- R Radius
- Δ Delta
- L Length
- sq ft Square Feet

SEE SHEET 4

This Legal Description and Sketch to Accompany Legal consists of eight (8) sheets, neither one is complete or valid without the other

Sketch to Accompany Legal/All in Hallandale		TRIANGLE		 <p>8280 NW 64th Street Miami Florida 33166 305 597-9701 LB 7388 www.TRIANGLESM.com</p>
Sheet 7 of 8	Draw By: ALR	Date: 08/03/15	Surveying & Mapping	
Job #: 2757		Scale: 1" = 200'	Sketch No.: 2757.06	



SEE SHEET 6

SEE SHEET 7

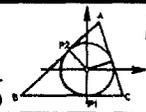
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Sketch to Accompany Legal/All in Hallandale

TRIANGLE
Surveying & Mapping



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Sheet 8 of 8	Draw By: ALR	Date: 08/03/15
Job #: 2757		Scale: 1" = 200'

Sketch No.: 2757.06

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 Drawing Date: 08/03/15
 Drawing Time: 2:01pm
 Drawing User: h.18@triangle.com

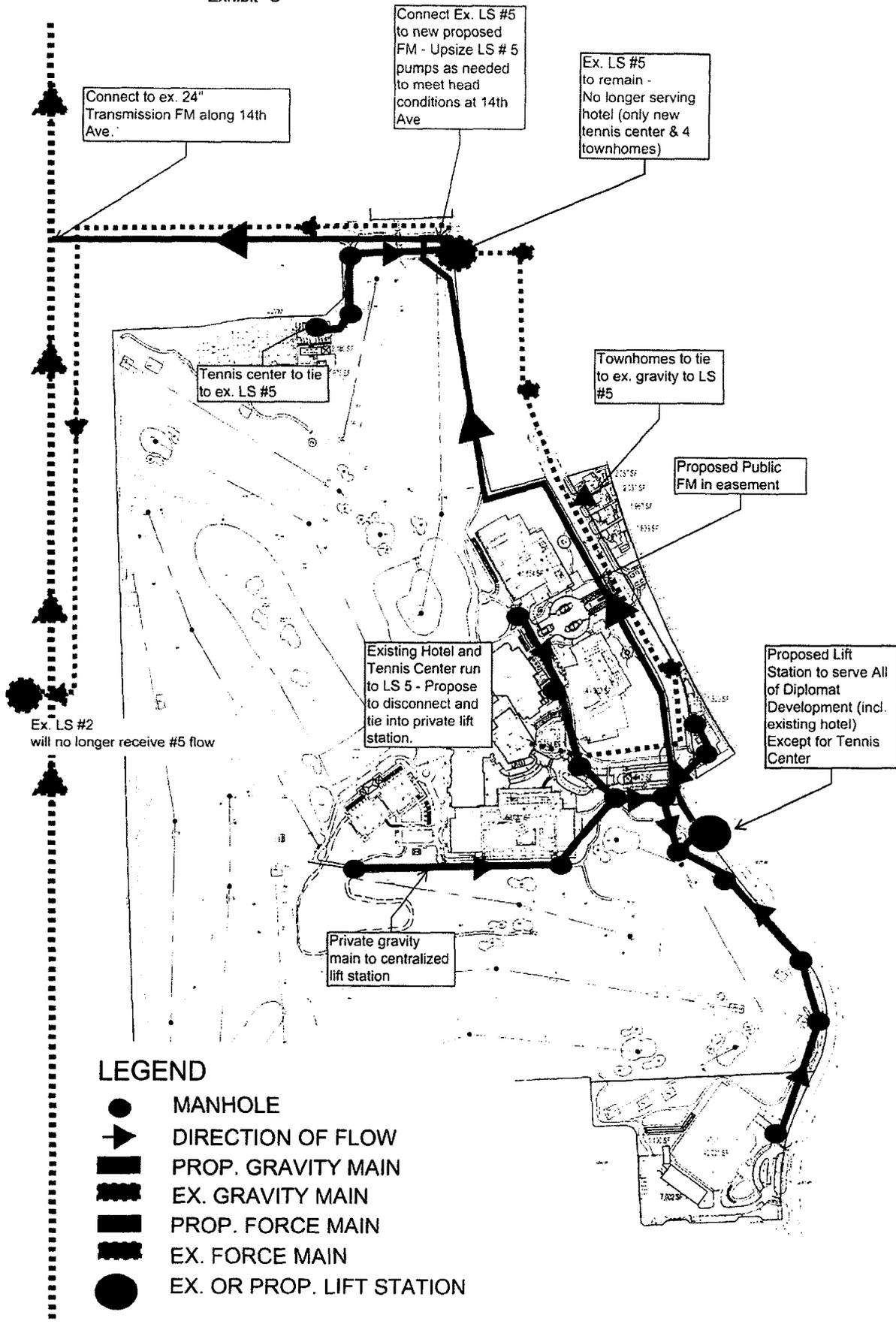
EXHIBIT "B"

Exhibit B are the development plans dated 2/19/2016 entitled Diplomat Golf Course and Tennis Center, approved by the City Commission on March 16, 2016, and which are maintained in the Development Services Department.

EXHIBIT "C"

Conceptual Water and Sewer Plans

Exhibit "C"



LEGEND

- MANHOLE
- ➔ DIRECTION OF FLOW
- ▬ PROP. GRAVITY MAIN
- ▬ EX. GRAVITY MAIN
- ▬ PROP. FORCE MAIN
- ▬ EX. FORCE MAIN
- EX. OR PROP. LIFT STATION



EXHIBIT "D"

Diplomat Parkway View Corridor

Exhibit "D"

**LEGAL DESCRIPTION:
100' SETBACK PARCEL**

Portions of Block 11 and portions of Lots 1 through 8, Block 3, DIPLOMAT GOLF ESTATES, according to the Plat thereof as recorded in Plat Book 46, Page 24, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of Tract B, Block 1 of said plat of DIPLOMAT GOLF ESTATES; THENCE North 00°01'00" East on the Westerly right-of-way line of Diplomat Parkway as shown on said DIPLOMAT GOLF ESTATES, a distance of 413.48 feet to a point of curvature concave to the Southeast; thence Northeasterly and Northerly, along a circular curve to the right, having a radius of 530.00 feet, a central angle of 27°41'49", for an arc distance of 256.20 feet to a point of tangency; thence continue North 27°42'59" East, a distance of 123.98 feet to the Northeast corner of parcel 6A, said corner being the POINT OF BEGINNING;

THENCE West on the North line of said parcel of land, a distance of 112.96; to a point 100' West and perpendicular with the westerly Right of Way of Diplomat Parkway; thence along said line for the following three courses:

- (1) Thence North 27°42'59" a distance of 80.53' to a point of tangency of a curve concave to the West
- (2) Thence Northwesterly along a circular curve to the left, having a radius of 200.00 feet, a central angle of 67°49'41", for an arc distance of 236.76 feet to a point on a reverse curve;
- (3) Thence along said curve to the right having a radius of 3482.50 feet, a central angle of 9°46'04", for an arc distance of 593.69 feet to a point on the South line of Hotel Resort Parcel;

thence South 86°17'14" East a distance of 121.48 feet to a point on said Westerly right-of-way line of Diplomat Parkway the following three courses:

- (1) Thence Southeasterly and Southerly, along a circular curve to the left, having a radius of 3382.50 feet and a radial bearing of North 58°32'11" East, a central angle of 8°36'58", for an arc distance of 508.66 feet to a point
- (2) Thence on a reverse curve to the right having a radius of 300.00 feet, a central angle of 67°49'41", for an arc distance of 355.15 feet to a point of tangency;

Said lands lying in the City of Hallandale, Broward County, Florida, and containing a total area of 90,150 sq.ft. (2.07 acres) more or less.

Drawing name: D:\Projects\2016\16000245A - 2797-100' SETBACK LINE.dwg, sheet: 1, Feb 01, 2016, 3:55pm

This Legal Description and Sketch to Accompany Legal consists of three (3) sheets, neither one is complete or valid without the other.

Sketch to Accompany Legal/100' Setback Parcel			 TRIANGLE IS NOW 	
Sheet 1 of 3	Draw By: JP	Date: 02/01/2016	8290 N.W. 64th Street - Miami, FL 33166 - LB7388 - LB8020 Phone: 305.597.9701 www.maserconsulting.com Fax: 305.597.9702	
	Job #: 16000245A	Scale: 1" = 200'	Sketch No.: .02	

SURVEYOR'S NOTES:

1. This is not a Boundary Survey.
2. Bearings are based an assumed meridian whereby the Westerly Right of Way of Diplomat Parkway, bears North 00°01'00"E.

SURVEYOR'S CERTIFICATION:

I hereby certify that this description and Sketch was made under my responsible charge on February 1, 2016 and meets the applicable Standards of Practice as set forth by the Board of Professional Surveyors and Mappers in rules 5J-17.051 and 5J-17.052 Florida Administrative Code, pursuant to Chapter 472.027 Florida Statutes.

Maser Consulting, P.A.

John Liptak
 Florida Professional Surveyor and Mapper
 License No. 5664

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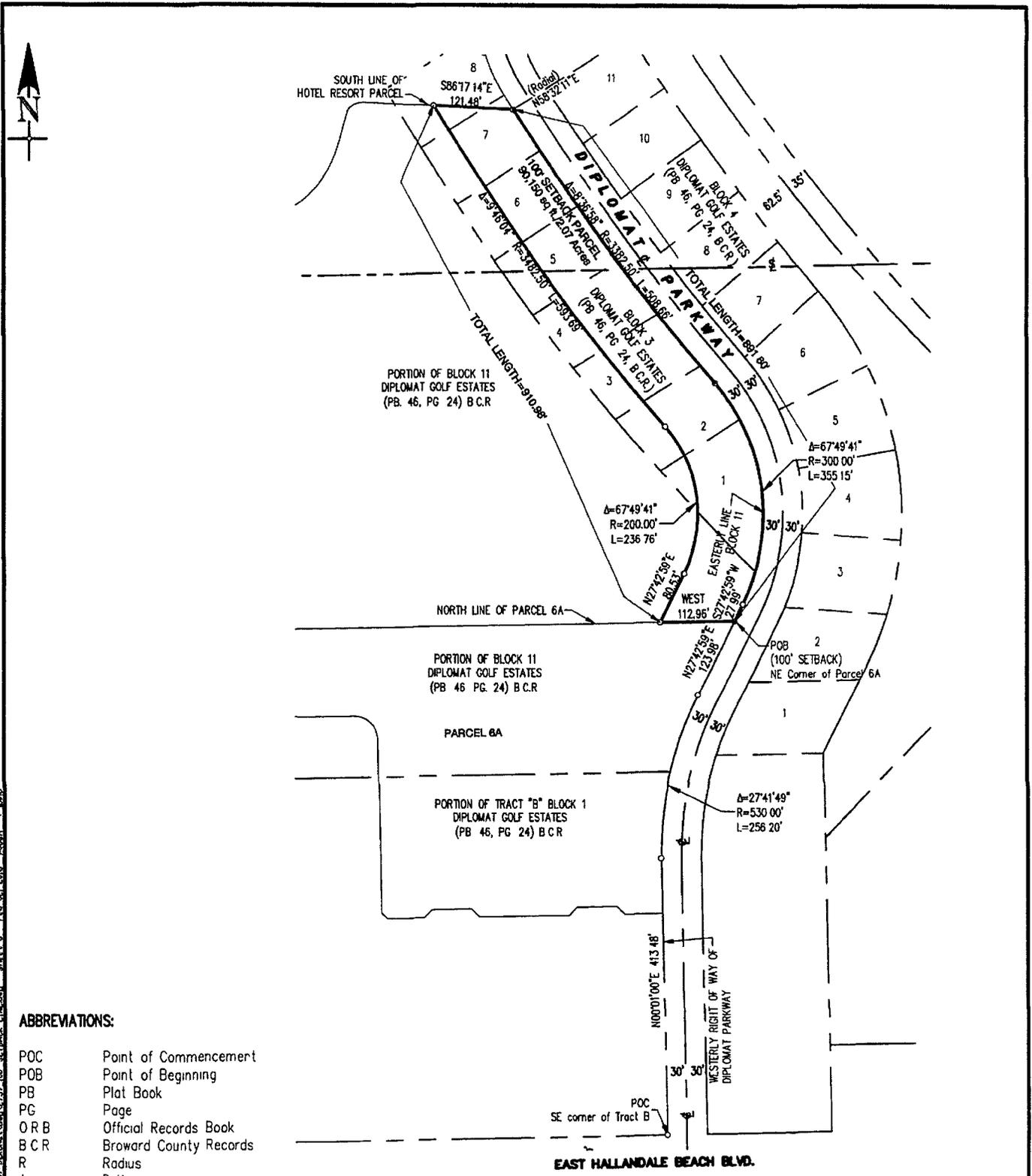
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Sketch to Accompany Legal/100' Setback Parcel

 <p>TRIANGLE IS NOW</p>	 <p>MASER CONSULTING P.A.</p>
8290 N.W 64th Street - Miami, FL 33166 - LB7388 - LB8020 Phone: 305.597.9701 www.maserconsulting.com Fax: 305.597.9702	
	

Sheet 2 of 3	Draw By: JP	Date: 02/01/2016
	Job #: 1600245A	Scale: 1" = 200'

Sketch No.: .02



ABBREVIATIONS:

- POC Point of Commencement
- POB Point of Beginning
- PB Plat Book
- PG Page
- O R B Official Records Book
- B C R Broward County Records
- R Radius
- Δ Delta
- L Length
- sq ft Square Feet

This Legal Descriptor and Sketch to Accompany Legal consists of three (3) sheets, neither one is complete or valid without the other

Sketch to Accompany Legal/100' Setback Parcel



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Sheet 3 of 3	Draw By: JP	Date: 02/01/2016	
	Job #: 16000245A	Scale: 1" = 200'	

Sketch No.: .02

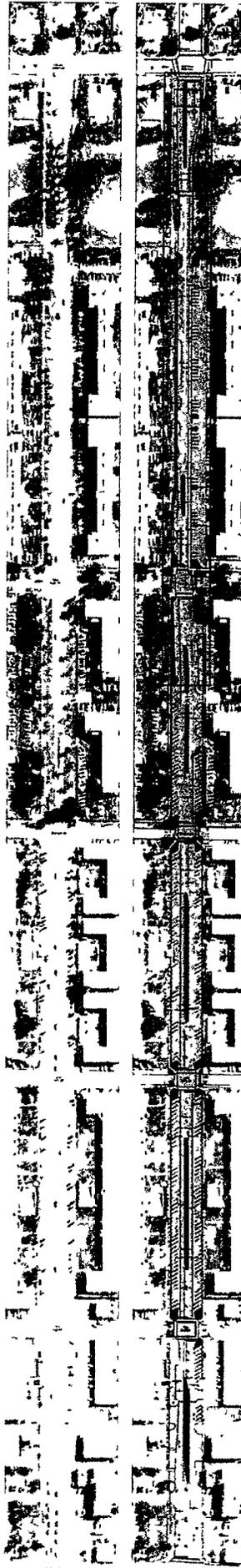
Drawing created: 02/01/2016 11:00:00 AM - 2197-Diplomat Parkway - sheet 3 - Feb 09, 2016 04:56pm - .plp

EXHIBIT "E"

Atlantic Shores Conceptual Design

Exhibit "E"

ATLANTIC SHORES BLVD
OPTION 1



Kimley-Horn

EXHIBIT "F"

Diplomat Parkway Improvements

Exhibit "F" Diplomat Parkway Improvements

OPTION 2
SHARED LANES

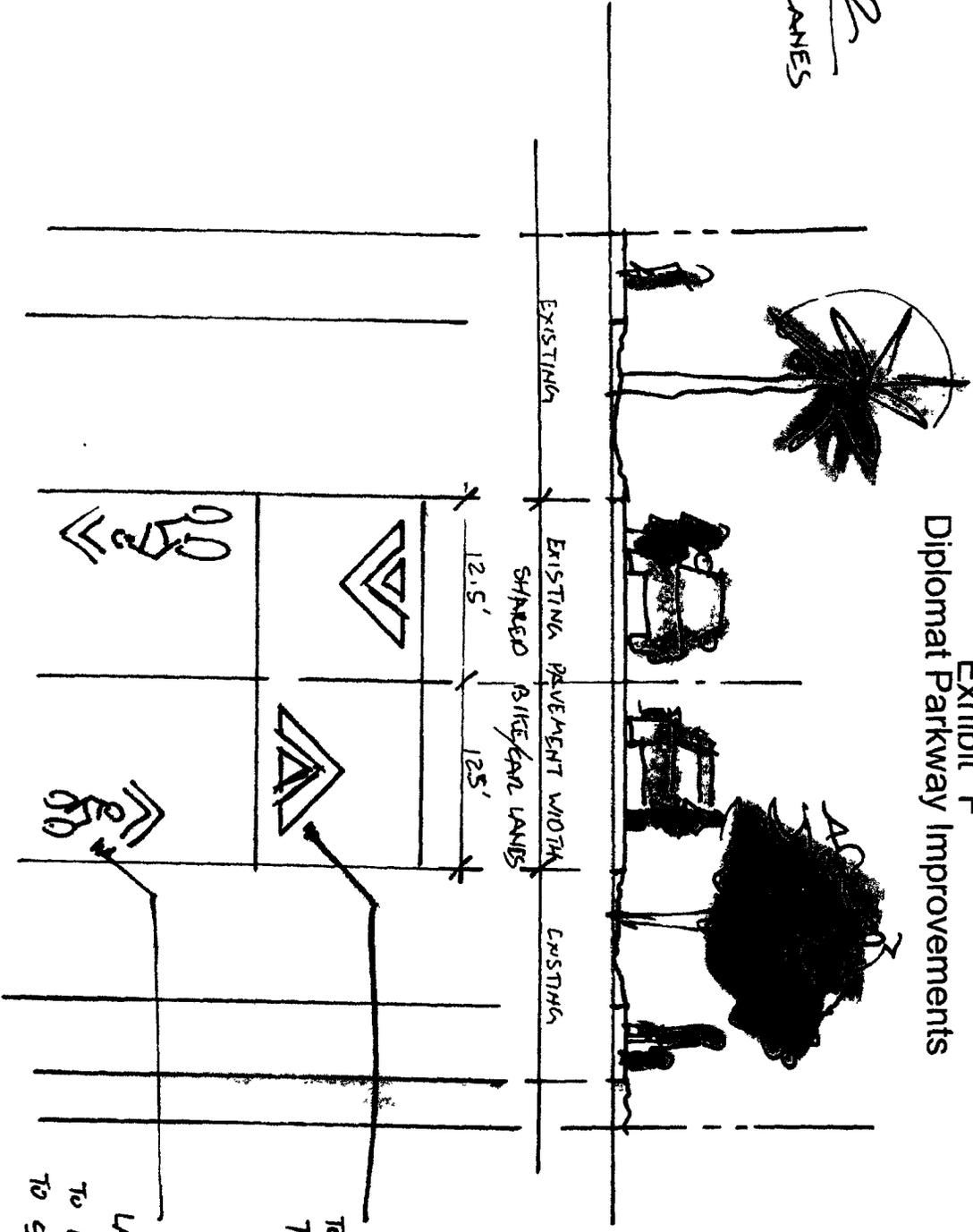


Exhibit "G"

Prepared by and after recording return to:

Debbie M. Orshefsky, Esq.
Holland & Knight LLP
515 E. Las Olas Blvd.
Suite 1200
Fort Lauderdale, FL 33301

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (“Declaration”) is made and entered this ___ day of _____, 2016, by DIPLOMAT GOLF COURSE VENTURE, LLC, a Florida limited liability company, whose mailing address is 501 Diplomat Parkway, Hallandale Beach, Florida 33009 (“Developer”), in favor of the CITY OF HALLANDALE BEACH, a municipal corporation of the State of Florida, whose mailing address is 400 South Federal Highway, Hallandale Beach, Florida 33009 (“City”).

WITNESSETH

WHEREAS, Developer is the owner of certain property located in the City of Hallandale Beach, more particularly described in Exhibit “1” attached hereto (hereinafter referred to as the “Property”); and

WHEREAS, the Property includes land which is currently used as a golf course, more particularly described in Exhibit “2” attached hereto (hereinafter referred to as the “Golf Course Property”); and

WHEREAS, Developer proposes to construct a mixed use development including residential and commercial recreation uses and associated amenities on the certain real property, owned by Developer which includes the Property (which development is hereinafter referred to as the “Proposed Development”); and

WHEREAS, Developer submitted applications to the City for: (i) major development approval for the Proposed Development; (ii) rezoning; (iii) assignment of residential flexibility units; (iv) conditional use; and (v) waiver of specific provisions of the City of Hallandale Beach Zoning and Land Development Code (hereinafter collectively referred to as the “Approvals”); and

WHEREAS, as a condition for issuance the Approvals, the City is requiring Developer to execute a covenant restricting the use of the Golf Course Property as further described herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitations.** The recitations set forth above are true and correct are incorporated herein by this reference.

2. **Golf Course Restriction.** During the Term of this Declaration, the Golf Course Property shall only be used as a golf course and/or open space.

3. **Hotel Room (Key) Restriction.** During the term of this Declaration, the number of hotel rooms (keys) developed upon the Property will not exceed 938 rooms (keys), exclusive of the previously developed 60 hotel rooms (keys) constructed on the Property. In no event shall this provision be deemed to limit or otherwise restrict the Developer's right to seek and to modify the development program for the Property from that approved by the City of Hallandale Beach Commission on March 2, 2016, in any manner, including, but not limited to, increasing the number of residential units and/or increasing the amount of restaurant or other commercial use square footage, so long as the maximum number of hotel rooms (keys) does not exceed 938, exclusive of the previously developed 60 hotel rooms (keys).

4. **Term.** This Declaration shall continue in effect for thirty (30) years from the date that this Declaration is recorded in the public records of Broward County, Florida.

5. **Covenant Running with the Land.** The terms of this Declaration shall constitute a covenant running with and binding upon the Property and shall be binding upon any party which has, or obtains, an interest in the Property. This Declaration may only be amended or terminated by Developer, its successors or assigns, upon approval by a super majority vote of the Hallandale Beach City Commission of a recordable instrument effectuating such amendment or termination.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be signed by the proper officers effective as of the day and year above written.

Witness: _____ Print Name: _____ _____ Witness: _____ Print Name: _____	DIPLOMAT GOLF COURSE VENTURE, LLC, a Florida limited liability company By: _____ Print Name: _____ Title: _____
---	---

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing Declaration was acknowledged before me this ___ day of _____, by _____, as _____ of DIPLOMAT GOLF COURSE

VENTURE, LLC, on behalf of the limited liability company. He/she is personally known to me or produced _____ as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: _____

Print Name: _____

Notary Public, State of _____

My commission expires: _____

Exhibit "1"

LEGAL DESCRIPTION:

South Course

Portions of Tract B and Block 11 and all of Lots 1 through 8, Block 3, DIPLOMAT GOLF ESTATES, according to the Plat thereof as recorded in Plat Book 46, Page 24, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Tract B;

THENCE North 00°01'00" East on the Westerly right-of-way line of Diplomat Parkway as shown on said DIPLOMAT GOLF ESTATES, a distance of 331.18 feet to the Southeast corner of a parcel of land described in Official Records Book 29134, Page 190 of the Public Records of Broward County, Florida, said corner being the POINT OF BEGINNING;

THENCE on the South and West lines of said parcel of land the following fifteen (15) Courses and distances;

- 1) - North 89°59'00" West, a distance of 57.00 feet;
- 2) - North 44°59'00" West, a distance of 16.97 feet;
- 3) - North 89°59'00" West, a distance of 60.00 feet;
- 4) - South 45°01'00" West, a distance of 16.97 feet;
- 5) - North 89°59'00" West, a distance of 137.36 feet;
- 6) - North 44°59'00" West, a distance of 16.97 feet;
- 7) - North 89°59'00" West, a distance of 60.00 feet;
- 8) - South 45°01'00" West, a distance of 16.97 feet;
- 9) - North 89°59'00" West, a distance of 56.36 feet;
- 10) - North 44°59'00" West, a distance of 12.22 feet;
- 11) - North 00°01'00" East, a distance of 262.14 feet to the beginning of a tangent curve concave to the Southwest;
- 12) - Northwesterly on the arc of said curve having a radius of 35.00 feet, through a central angle of 90°00'00", an arc distance of 54.98 feet; to a point of tangency;
- 13) - North 89°59'00" West, a distance of 85.20 feet to the beginning of a tangent curve concave to the Northeast;
- 14) - Northwesterly on the arc of said curve having a radius of 10.00 feet, through a central angle of 90°00'00", an arc distance of 15.71 feet; to a point of tangency;
- 15) - North 00°01'00" East, a distance of 137.88 feet to the Northwest corner of said parcel of land;

THENCE North 90°00'00" West, a distance of 734.74 feet;

THENCE South 66°30'18" West, a distance of 200.69 feet;

THENCE North 89°59'42" West, a distance of 200.25 feet;

THENCE South 00°48'42" East, a distance of 83.07 feet;

THENCE North 90°00'00" West, a distance of 93.50 feet to the Northeast Corner of the West one-half (W ½) of the Southwest one-Quarter (SW ¼) of the Northwest one-quarter (NW ¼) of the Northwest one-quarter (NW ¼) of Section 26, Township 51 South, Range 42 East, Broward County, Florida;

THENCE South 89°53'09" West on the North line of said West one-half (W ½) of the Southwest one-Quarter (SW ¼) of the Northwest one-quarter (NW ¼) of the Northwest one-quarter (NW ¼) of said Section 26, a distance of 170.47 feet to the Southeast corner of Lot 44, Block 12 of said DIPLOMAT GOLF ESTATES;

THENCE North 00°56'42" East on the East line of said Block 12, a distance of 672.01 feet to the intersection with the North line of said Section 26 and the South line of Section 23, Township 51 South, Range 42 East;

THENCE North 01°04'46" East, continuing on said East line of Block 12, a distance of 1,792.08 feet to the Southwest corner described and labeled as Parcel 3-B in that certain Special Warranty Deed recorded in Official Records Book 27081, Page 360 of the Public Records of Broward County, Florida;

THENCE on the Southerly line of said Parcel 3-B the following four (4) courses and distances;

- 1) - South 89°37'27" East, a distance of 261.09 feet;
- 2) - North 82°52'33" East, a distance of 155.49 feet;
- 3) - South 89°37'27" East, a distance of 230.00 feet;
- 4) - North 48°59'10" East, a distance of 74.11 feet to the Southeast corner of Lot 1 of said Block 12;

THENCE North 01°04'32" East on the East line of said Lot 1, Block 12, a distance of 130.01 feet to the Northwest corner of said Lot 11, being located on the South right-of-way line of Northeast 9th Street (F.K.A. Atlantic Shores Boulevard);

THENCE South 89°37'27" East on said North line of Block 11 and on said South right-of-way line of Northeast 9th Street, a distance of 342.18 feet to the Northwest corner of Lot 1, Block 5 of said DIPLOMAT GOLF ESTATES, said point being located on the arc of a non-tangent curve concave to the East, whose radius point bears North 89°33'53" East;

THENCE Southerly on the West line of said Block 5 and on the arc of said curve, having a radius of 3,532.50 feet, through a central angle of 11°53'34", an arc distance of 733.23 feet to a point of non-tangency and the Southwest corner of Lot 7 of said Block 5;

THENCE North 77°41'14" East on the South line of said Block 5, a distance of 170.34 feet to the Southeast corner of said Lot 7, Block 5 and the Northeast corner of said Block 11, being located on the Westerly right-of-way line of Diplomat Parkway as shown said DIPLOMAT GOLF ESTATES;

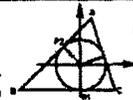
THENCE on said Easterly line of Block 11 and on said Westerly right-of-way line of Diplomat Parkway and on the Easterly line of said Block 3 and said Tract B, DIPLOMAT GOLF ESTATES the following nine (9) courses and distances;

- 1) - South 26°54'50" East, a distance of 685.17 feet to the beginning of a tangent curve concave to the West;
- 2) - Southerly on the arc of said curve having a radius of 220.00 feet, through a central angle of 23°20'37", an arc distance of 89.63 feet to a point of tangency;
- 3) - South 03°34'13" East, a distance of 201.59 feet to the beginning of a tangent curve concave to the East;

This Legal Description and Sketch to Accompany Legal consists of eight (8) sheets, neither one is complete or valid without the other.

Sketch to Accompany Legal/All in Hallandale

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LB 7368
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Sheet 1 of 8

Draw By: ALR

Date: 08/03/15

Job #: 2757

Scale: 1" = 200'



Sketch No.: 2757.06

- 4) - Southerly on the arc of said curve having a radius of 280.00 feet, through a central angle of 27°27'14", an arc distance of 134.17 feet to a point of compound curvature with a curve concave to the Northeast;
- 5) - Southeasterly on the arc of said curve having a radius of 3,382.50 feet, through a central angle of 09°03'20", an arc distance of 534.60 feet to a point on the arc of a non-tangent curve concave to the West, whose radius point bears South 49°53'19" West;
- 6) - Southerly on the arc of said curve having a radius of 300.00 feet, through a central angle of 67°49'41", an arc distance of 355.15 feet to a point of tangency;
- 7) - South 27°42'59" West, a distance of 151.98 feet to the beginning of a tangent curve concave to the East;
- 8) - Southerly on the arc of said curve having a radius of 530.00 feet, through a central angle of 27°41'59", an arc distance of 256.23 feet;
- 9) - South 00°01'00" West, a distance of 82.39 feet to the POINT OF BEGINNING;

Above described lands lying in the City of Hallandale Beach, Broward County, Florida, and containing a total area of 4,008,308 sq.ft. (92 acres) more or less.

TOGETHER WITH

North Course Hallandale

All Block 9, DIPLOMAT GOLF ESTATES according to the Plat thereof as recorded in Plat Book 46, Page 24 in the Public Records of Broward County, Florida.

LESS AND EXCEPT

That portion of Block 9 of DIPLOMAT GOLF ESTATES, according to the Plat thereof recorded in Plat Book 46, at Page 24, of the Public Records of Broward County, Florida, included in the following description:

Beginning at the Southwest corner of said Block 9, which is a common corner with the Southeast corner of Lot 6 in Block 10 of said DIPLOMAT GOLF ESTATES; Thence Northerly and along the West line of said Block 9 a distance of 255.00 feet; Thence Easterly and Southerly along a curve having a central angle of 89 degrees 18 minutes and a radius of 160.00 feet an arc distance of 249.37 feet to a point of reverse curve, the radius point of said curve being on the said West line of Block 9 and also being 95.00 feet North of said Point of Beginning; Thence Southerly and Easterly along a curve having a central angle of 90 degrees 00 minutes and a radius of 95.00 feet, an arc distance of 149.23 feet to a point of cusp, said point of cusp being on the South line of said Block 9 and also being 256.22 feet East of said Southwest corner of Block 9, Thence Westerly and along said South line of Block 9 a distance of 256.22 feet to the Point of Beginning. Said lands lying in the City of Hallandale Beach, Broward County, Florida, and containing a total area of 496,692 sq.ft. (11.4 acres) more or less.

TOGETHER WITH

Marina

All of Block 13 of DIPLOMAT GOLF ESTATES, according to the Plat thereof as recorded in Plat Book 46, Page 24, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Northwest corner of said Block 13;

THENCE North 77°27'16" East on the North line of said Block 13, a distance of 124.26 feet to the Northeast corner of said Block 13, said corner being a point on the arc of a non-tangent curve concave to the East, whose radius point bears North 77°26'30" East;

THENCE Southerly on the Easterly line of said Block 13 and on the arc of said curve having a radius of 3,172.50 feet, through a central angle of 17°09'44", an arc distance of 950.28 feet to the Southeast corner of said Block 13;

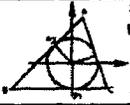
THENCE South 60°18'23" West on the Southerly line of said Block 13, a distance of 137.83 feet to the Southwest corner of said Block 13, said corner being located on an Easterly right-of-way line of Diplomat Parkway as shown on said DIPLOMAT GOLF ESTATES and also being a point on the arc of a non-tangent curve concave to the East, whose radius point bears North 78°49'58" East;

THENCE on the Westerly line of said Block 13 and on said Easterly right-of-way line of Diplomat Parkway the following four (4) courses and distances:

- 1) - Northerly on the arc of said curve having a radius of 220.00 feet, through a central angle of 07°35'49", an arc distance of 29.17 feet to a point of tangency;
- 2) - North 03°34'13" West, a distance of 201.59 feet to the beginning of a tangent curve concave to the West;
- 3) - Northerly on the arc of said curve having a radius of 280.00 feet, through a central angle of 23°20'37", an arc distance of 114.08 feet to a point of tangency;
- 4) - North 26°54'50" West, a distance of 655.93 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hallandale, Broward County, Florida, and containing a total area of 63,077 sq.ft. (1.45 acres) more or less.

This Legal Description and Sketch to Accompany Legal consists of eight (8) sheets, neither one is complete or valid without the other

Sketch to Accompany Legal/All in Hallandale		TRIANGLE		 8200 NW 84th Street Miami, Florida, 33166 305 567-8701 LB 7368 www.TRIANGLESM.com
Sheet 2 of 8	Draw By: ALR	Date: 08/03/15	Surveying & Mapping	
	Job #: 2757	Scale: 1" = 200'	Sketch No.: 2757.06	

SURVEYOR'S NOTES:

1. This is not a Boundary Survey.
2. Bearings are based on assumed meridian whereby the Westerly Right of Way of Diplomat Parkway, bears North 00°0'00"E.

SURVEYOR'S CERTIFICATION:

I hereby certify that this description and Sketch was made under my responsible charge on August 3, 2015 and meets the applicable Standards of Practice as set forth by the Board of Professional Surveyors and Mappers in rules 5J-17.051 and 5J-17.052 Florida Administrative Code, pursuant to Chapter 472.027 Florida Statutes.

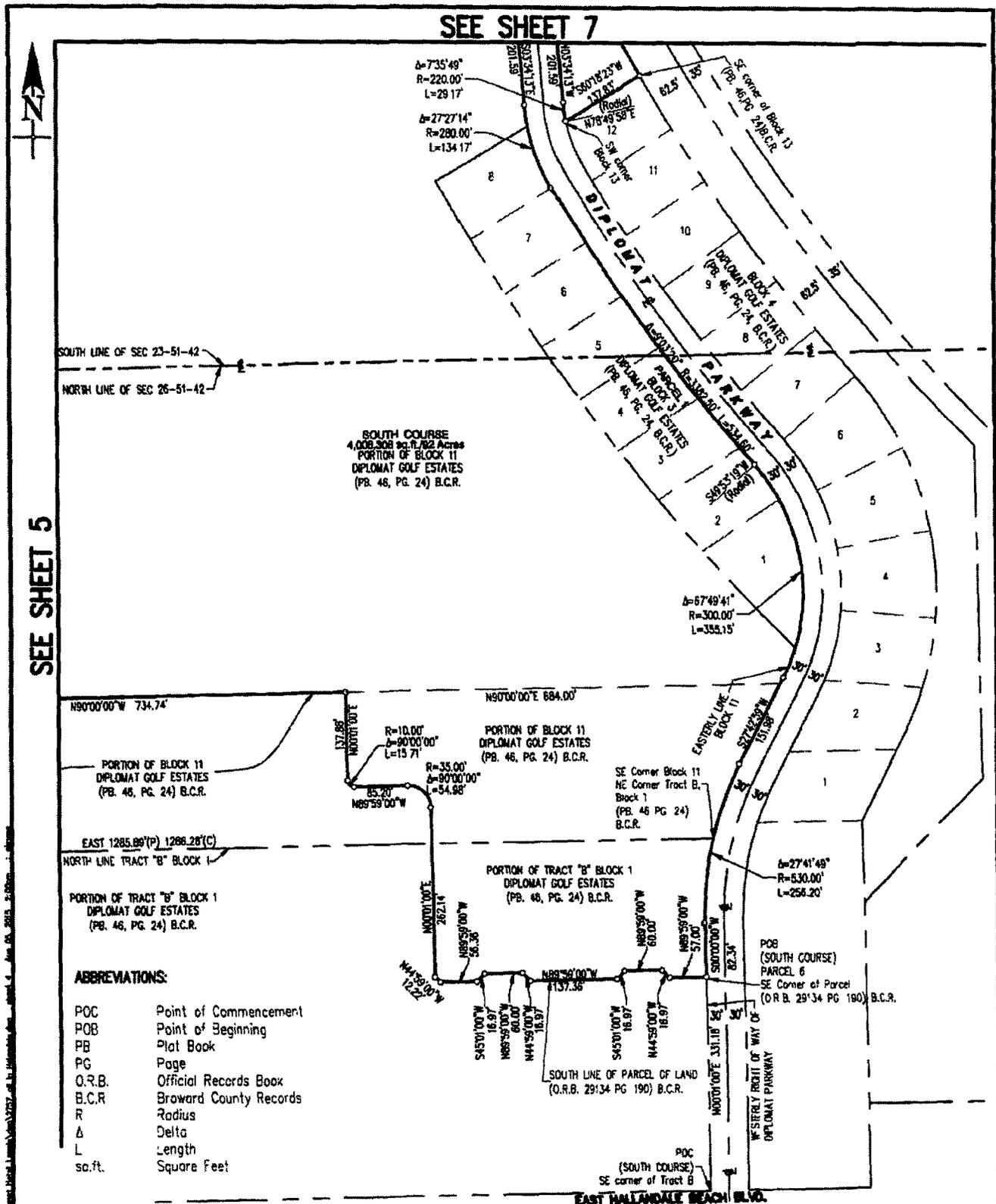
Triangle Surveying & Mapping, Inc.

John Liptak
 Florida Professional Surveyor and Mapper
 License No. 5664

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Sketch to Accompany Legal/All in Hallandale			 TRIANGLE Surveying & Mapping	8290 NW 64th Street Miami, Florida, 33166 305 597-0701 LB 7388 www.TRIANGLESM.com
Sheet 3 of 8	Draw By: ALR	Date: 08/03/15		
	Job #: 2757	Scale: 1" = 200'		Sketch No.: 2757.06



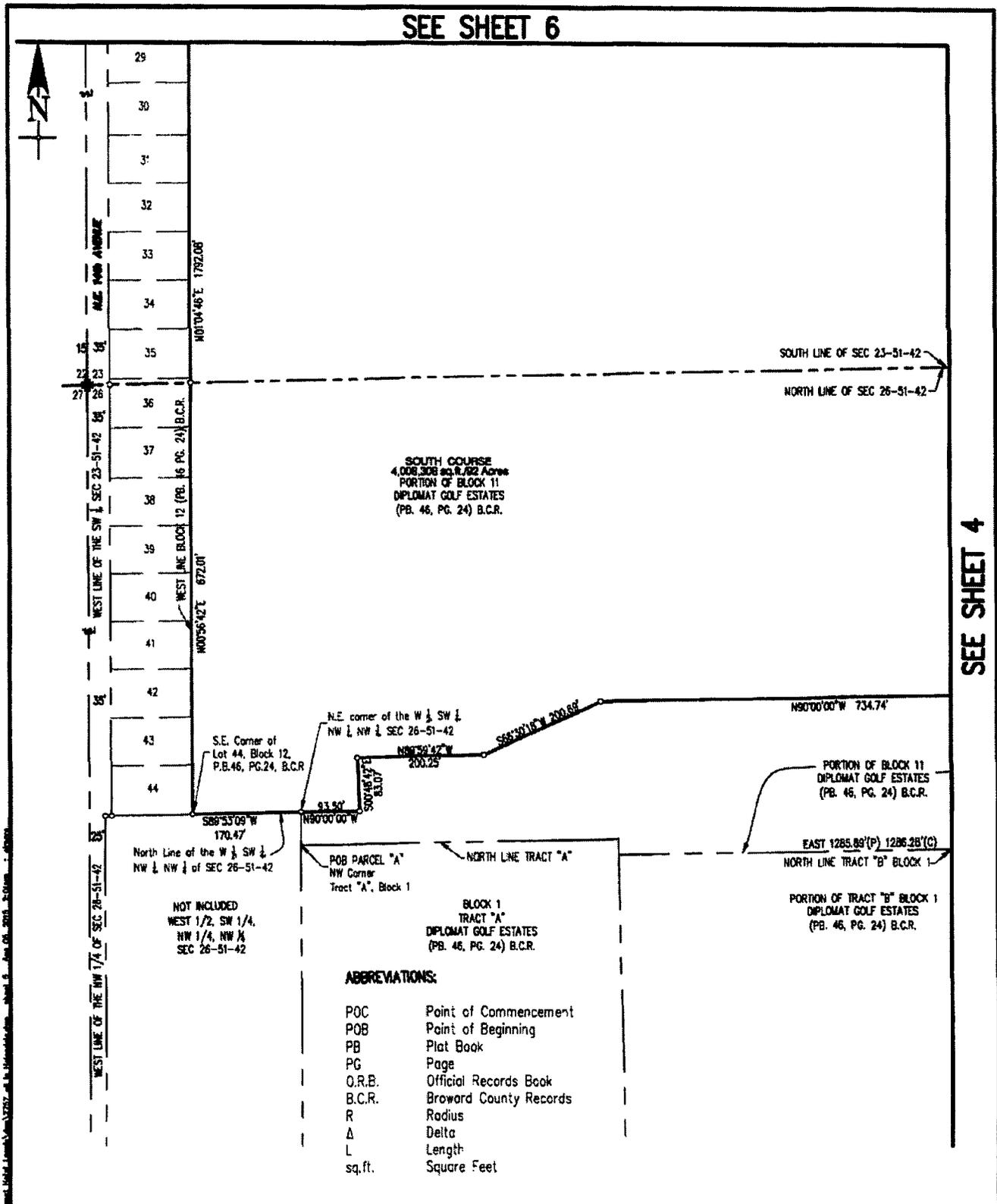
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Sketch to Accompany Legal/All in Hallandale	
Sheet 4 of 8	Draw By: ALR
Job #: 2757	Date: 08/03/15
	Scale: 1" = 200'

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Sketch to Accompany Legal/All in Hallandale

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Sheet 5 of 8

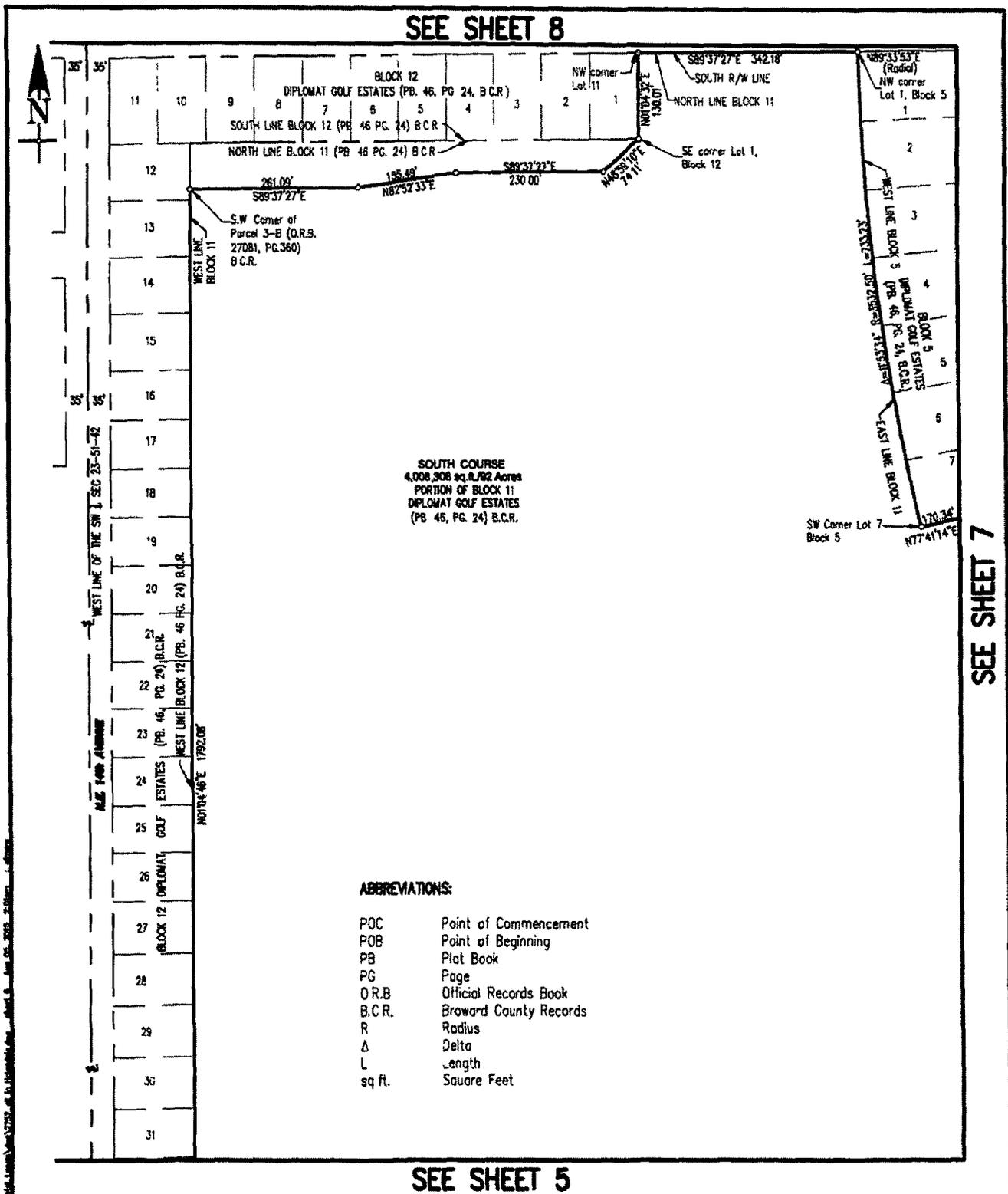
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Job #: 2757

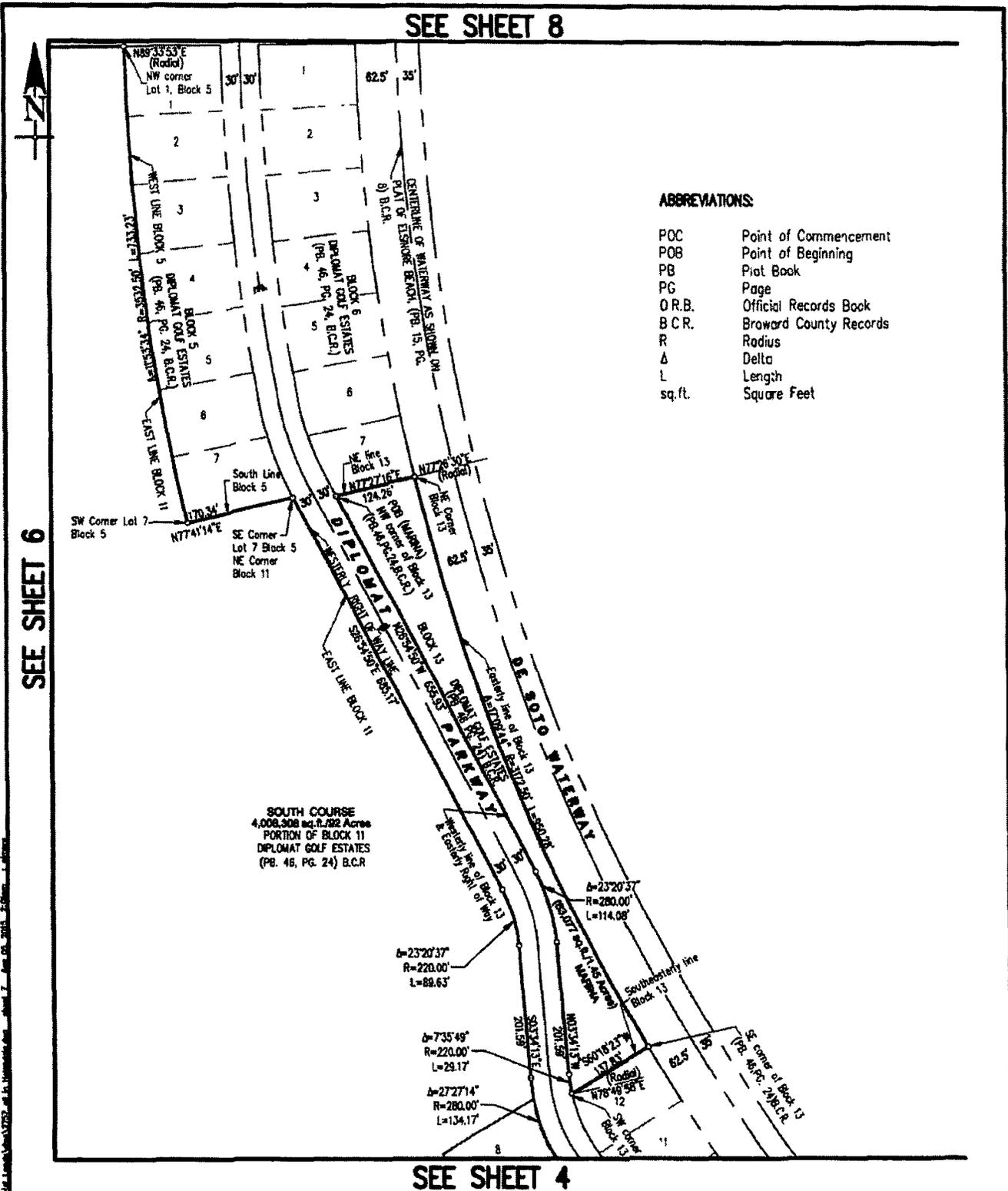
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Sketch No.: 2757.06



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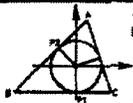
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Sheet 6 of 8	Draw By: ALR	Date: 08/03/15	Sketch No.: 2757.06	
Job #: 2757			Scale: 1" = 200'	



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Sheet 7 of 8

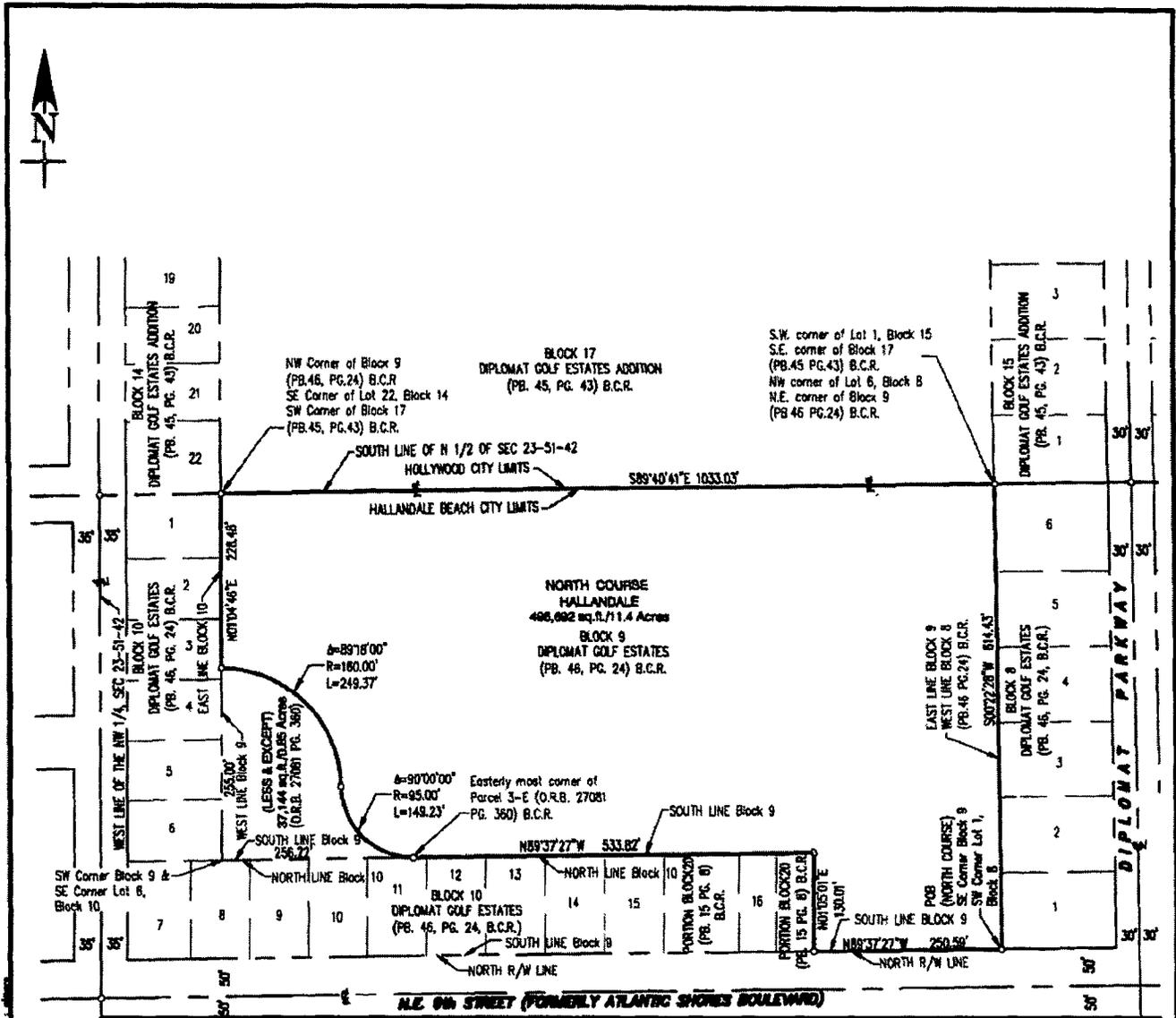
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Date: 08/03/15

Job #: 2757

Scale: 1" = 200'

Sketch No.: 2757.06



SEE SHEET 6

SEE SHEET 7

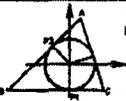
ABBREVIATIONS:

- POC Point of Commencement
- POB Point of Beginning
- PB Plat Book
- PG Page
- O.R.B. Official Records Book
- B.C.R. Broward County Records
- R Radius
- Δ Delta
- L Length
- sq.ft. Square Feet

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Sketch to Accompany Legal/All in Hallandale

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Sheet 8 of 8

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Date: 08/03/15

Job #: 2757

Scale: 1" = 200'

Sketch No.: 2757.06

THENCE South 89°37'27" East on said North line of Block 11 and on said South right-of-way line of Northeast 9th Street, a distance of 342.18 feet to the Northwest corner of Lot 1, Block 5 of said DIPLOMAT GOLF ESTATES, said point being located on the arc of a non-tangent curve concave to the East, whose radius point bears North 89°33'53" East;

THENCE Southerly on the West line of said Block 5 and on the arc of said curve having a radius of 3,532.50 feet, through a central angle of 11°53'34", an arc distance of 733.23 feet to a point of non-tangency and the Southwest corner of Lot 7 of said Block 5;

THENCE North 77°41'14" East on the South line of said Block 5, a distance of 170.34 feet to the Southeast corner of said Lot 7, Block 5 and the Northeast corner of said Block 11, being located on the Westerly right-of-way line of Diplomat Parkway as shown said DIPLOMAT GOLF ESTATES;

THENCE on said Easterly line of Block 11 and on said Westerly right-of-way line of Diplomat Parkway and on the Easterly line of said Block 3 and said Tract B, DIPLOMAT GOLF ESTATES the following nine (9) courses and distances;

- 1) - South 26°54'50" East, a distance of 685.17 feet to the beginning of a tangent curve concave to the West;
- 2) - Southerly on the arc of said curve having a radius of 220.00 feet, through a central angle of 23°20'37", an arc distance of 89.63 feet to a point of tangency;
- 3) - South 03°34'13" East, a distance of 201.59 feet to the beginning of a tangent curve concave to the East;
- 4) - Southerly on the arc of said curve having a radius of 280.00 feet, through a central angle of 27°27'14", an arc distance of 134.17 feet to a point of compound curve with a curve concave to the Northeast;
- 5) - Southeasterly on the arc of said curve having a radius of 3,382.50 feet, through a central angle of 09°03'20", an arc distance of 534.60 feet to a point on the arc of a non-tangent curve concave to the West, whose radius point bears South 49°53'19" West;
- 6) - Southerly on the arc of said curve having a radius of 300.00 feet, through a central angle of 67°49'41", an arc distance of 355.15 feet to a point of tangency;
- 7) - South 27°42'59" West, a distance of 151.98 feet to the beginning of a tangent curve concave to the East;
- 8) - Southerly on the arc of said curve having a radius of 530.00 feet, through a central angle of 27°41'59", an arc distance of 256.23 feet;
- 9) - South 00°01'00" West, a distance of 82.39 feet to the POINT OF BEGINNING;

Above described lands (SOUTH COURSE) lying in the City of Hallandale Beach, Broward County, Florida, and containing 4,008,308 square feet (92.0 acres), more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

(NORTH COURSE):

All Block 9, DIPLOMAT GOLF ESTATES according to the Plat thereof as recorded in Plat Book 46, Page 24 all in the Public Records of Broward County, Florida.

LESS AND EXCEPT

That portion of Block 9 of DIPLOMAT GOLF ESTATES, according to the Plat thereof recorded in Plat Book 46, at Page 24, as recorded in Official Records Book 27081 at Page 360, of the Public Records of Broward County, Florida, included in the following description:

Beginning at the Southwest corner of said Block 9, which is a common corner with the Southeast corner of Lot 6 in Block 10 of said DIPLOMAT GOLF ESTATES; Thence Northerly and along the West line of said Block 9 a distance of 255.00 feet; Thence Easterly and Southerly along a curve having a central angle of 89 degrees 18 minutes and a radius of 160.00 feet an arc distance of 249.37 feet to a point of reverse curve, the radius point of said curve being on the said West line of Block 9 and also being 95.00 feet North of said Point of Beginning; Thence Southerly and Easterly along a curve having a central angle of 90 degrees 00 minutes and a radius of 95.00 feet, an arc distance of 149.23 feet to a point of cusp, said point of cusp being on the South line of said Block 9 and also being 256.22 feet East of said Southwest corner of Block 9, Thence Westerly and along said South line of Block 9 a distance of 256.22 feet to the Point of Beginning. Said lands lying in the City of Hallandale Beach, Broward County, Florida, and containing a total area of 496,692 sq.ft. (11.4 acres) more or less.

LESS AND EXCEPT

This Legal Description and Sketch to Accompany Legal consists of eleven (11) sheets, neither one is complete or valid without the other.

Sketch to Accompany Legal/GOLF COURSE AREA

Sheet 2 of 13	Draw By: ALR, JP	Revised Date: 03/08/16
	Job #: 16000245A	Scale: 1" = 200'

Sketch No.: .01

B:\proj\16000245A\16000245A-2737-Block 9\Sheet 2.dwg
 sheet 2 of 11
 08/08/2016 10:26:00 AM

(MARINA):

All of Block 13 of DIPLOMAT GOLF ESTATES, according to the Plat thereof as recorded in Plat Book 46, Page 24, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Northwest corner of said Block 13;

THENCE North 77°27'16" East on the North line of said Block 13, a distance of 124.26 feet to the Northeast corner of said Block 13, said corner being a point on the arc of a non-tangent curve concave to the East, whose radius point bears North 77°26'30" East;

THENCE Southerly on the Easterly line of said Block 13 and on the arc of said curve having a radius of 3,172.50 feet, through a central angle of 17°09'44", an arc distance of 950.28 feet to the Southeast corner of said Block 13;

THENCE South 60°18'23" West on the Southerly line of said Block 13, a distance of 137.83 feet to the Southwest corner of said Block 13, said corner being located on Easterly right-of-way line of Diplomat Parkway as shown on said DIPLOMAT GOLF ESTATES and also being a point on the arc of a non-tangent curve concave to the East, whose radius point bears North 78°49'58" East;

THENCE on the Westerly line of said Block 13 and on said Easterly right-of-way line of Diplomat Parkway the following four (4) courses and distances;

- 1) - Northerly on the arc of said curve having a radius of 220.00 feet, through a central angle of 07°35'49", an arc distance of 29.17 feet to a point of tangency;
- 2) - North 03°34'13" West, a distance of 201.59 feet to the beginning of a tangent curve concave to the West;
- 3) - Northerly on the arc of said curve having a radius of 280.00 feet, through a central angle of 23°20'37", an arc distance of 114.08 feet to a point of tangency;
- 4) - North 26°54'50" West, a distance of 655.93 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hallandale, Broward County, Florida, and containing a total area of 63,077 sq.ft. (1.45 acres) more or less.

LESS AND EXCEPT

(PARCEL 6A):

A portion of Tract "B" Block 1, together with a portion of Block 11, as shown on the plat "Diplomat Golf Estates", as recorded in Plat Book 46, at Page 24, Broward County Records, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Tract B; Thence Northerly, along the Westerly Right-of-way line of Diplomat Parkway, as shown on said plat, a distance of 331.18 feet to the Point of Beginning; Thence departing said Westerly Right-of-way line, North 90°00'00" West, a distance of 57.00 feet; Thence North 45°00'00" West, a distance of 16.97 feet; Thence North 90°00'00" West, a distance of 60.00 feet; Thence South 45°00'00" West, a distance of 16.97 feet; Thence North 90°00'00" West, a distance of 137.36 feet; Thence North 45°00'00" West, a distance of 16.97 feet; Thence North 90°00'00" West, a distance of 60.00 feet; Thence South 45°00'00" West, a distance of 16.97 feet; Thence Northwest 90°00'00" West, a distance of 56.36 feet; Thence North 45°00'00" West, a distance of 12.22 feet; Thence North 00°00'00" East, a distance of 262.14 feet to a point of curvature; Thence Northerly, Northwesterly, and Westerly, along a circular curve to the left, having a radius of 35.00 feet, a central angle of 90°00'00", for an arc distance of 54.98 feet to a point of tangency; Thence Northwest 90°00'00" West, a distance of 85.20 feet to a point of curvature; Thence Westerly, Northwesterly and Northerly, along a circular curve to the right, having a radius of 10.00 feet, a central angle of 90°00'00", for an arc distance of 15.71 feet to a point of tangency; Thence North 00°00'00" East, a distance of 122.55 feet; Thence North 90°00'00" East, a distance of 675.93 feet, to a point on the said Westerly line of Right-of-way; Thence along said Westerly Right-of-way line, the following three courses: (1) Thence South 27°41'49" West, a distance of 123.98 feet to a point of curvature; (2) Thence Southwesterly and Southerly, along a circular curve to the left, having a radius of 530.00 feet, a central angle of 27°41'49", for an arc distance of 256.20 feet to a point of tangency; Thence South 00°00'00" West, a distance of 82.34 feet to the Point of Beginning.

Said lands lying in the City of Hallandale, Broward County, Florida, and containing a total area of 217,800 sq.ft. (5 acres) more or less.

LESS AND EXCEPT

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Printing name: D:\Projects\15816\15816.dwg - 0757-Diplomat\15816.dwg sheet 9 Mar 09 2016 11:05:47

Sketch to Accompany Legal/GOLF COURSE AREA		
Sheet 3 of 13	Draw By: ALR, JP	Revised Date: 03/08/16
	Job #: 16000245A	Scale: 1" = 200'

 TRIANGLE IS NOW  MASER CONSULTING, P.A.	8290 N.W. 64th Street - Miami, FL 33166 - LB7388 - LB8020 Phone: 305.597.9701 www.maserconsulting.com Fax: 305.597.9702
Sketch No.: .01	

(HOTEL RESORT):

Portions of Block 11 and a portion of Lot 8, Block 3, DIPLOMAT GOLF ESTATES, according to the Plat thereof as recorded in Plat Book 46, Page 24, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of Tract B of said plat of DIPLOMAT GOLF ESTATES;
 THENCE North 00°01'00" East on the Westerly right-of-way line of Diplomat Parkway, also being the East Line of said Tract B, as shown on said DIPLOMAT GOLF ESTATES, a distance of 413.48 to a point of a point of curvature; Thence Easterly, along a circular curve to the right, having a radius of 530.00 feet, a central angle of 27°41'49", for an arc distance of 256.20 feet to a point of tangency; North 27°42'59" East on the Westerly right-of-way line of Diplomat Parkway, a distance of 151.98 to a point of a point of curvature; Thence Northwesterly, along a circular curve to the left, having a radius of 300.00 feet, a central angle of 67°49'41", for an arc distance of 355.15 feet to a point of reverse curvature; Thence Northeasterly, along a circular curve to the right, having a radius of 3382.50 feet, a central angle of 8°36'58", for an arc distance of 508.66 feet to the POINT OF BEGINNING;

Thence North 86°17'14" West a distance of 229.73 feet to a point of curvature; Thence Southerly, along a circular curve to the left, having a radius of 26.00 feet, a central angle of 77°26'29", for an arc distance of 35.14 feet to a point of tangency; thence South 16°16'17" West a distance of 45.65 feet to a point of curvature; Thence Southwesterly, along a circular curve to the right, having a radius of 159.00 feet, a central angle of 74°45'01", for an arc distance of 207.44 feet to a point of tangency; thence North 88°58'41" West a distance of 535.60 feet; thence North 00°37'32" West a distance of 116.42 feet; thence South 55°22'24" West a distance of 79.82 feet; thence North 32°50'41" West a distance of 227.42 feet; thence North 55°58'19" East a distance of 366.17 feet; thence North 34°06'35" West a distance of 85.64 feet; thence North 55°45'45" East a distance of 415.77 feet; thence North 27°04'19" West a distance of 305.88 feet; thence North 29°25'07" East a distance of 187.65 feet; thence North 78°28'59" East, along a radial line, a distance of 22.47 feet to a point of curvature, also being a point on the West Line of Lot 7, Block 5, of said plat of DIPLOMAT GOLF ESTATES; Thence Southeasterly, along a circular curve to the left, having a radius of 3532.50 feet, a central angle of 00°48'40", for an arc distance of 50.00 feet to a the Southwest corner of said Lot 7; thence North 77°41'14" East, along the South Line of said Lot 7, a distance of 170.34 feet to the Southeast corner of said Lot 7, Block 5 and the Northeast corner of said Block 11, being located on the Westerly right-of-way line of Diplomat Parkway as shown said DIPLOMAT GOLF ESTATES;

THENCE on said Easterly line of Block 11 and on said Westerly right-of-way line of Diplomat Parkway and on the Easterly line of said Block 3 and said Tract B, DIPLOMAT GOLF ESTATES the following five (5) courses and distances;

- 1) - South 26°54'50" East, a distance of 685.17 feet to the beginning of a tangent curve concave to the West;
- 2) - Southerly on the arc of said curve having a radius of 220.00 feet, through a central angle of 23°20'37", an arc distance of 89.63 feet to a point of tangency;
- 3) - South 03°34'13" East, a distance of 201.59 feet to the beginning of a tangent curve concave to the East;
- 4) - Southerly on the arc of said curve having a radius of 280.00 feet, through a central angle of 27°27'14", an arc distance of 134.17 feet to a point of compound curve with a curve concave to the Northeast;
- 5) - Southeasterly on the arc of said curve having a radius of 3,382.50 feet, through a central angle of 00°26'21", an arc distance of 25.93 feet to the POINT OF BEGINNING.

Said lands lying in the City of Hallandale, Broward County, Florida, and containing a total area of 760,824 sq.ft. (17.5 acres) more or less.

LESS AND EXCEPT

Drawing Name: H:\Projects\2016\160002\04 - 2757 - Wilson\160002.dwg - 2757 - Wilson\160002.dwg sheet 4 of 11 Date: 08/08/16 10:48:00 AM

This Legal Description and Sketch to Accompany Legal consists of eleven (11) sheets, neither one is complete or valid without the other.

Sketch to Accompany Legal/GOLF COURSE AREA				
Sheet 4 of 13	Draw By: ALR, JP	Revised Date: 03/08/16	8290 N.W. 64th Street - Miami, FL 33166 - LB7388 - LB8020 Phone: 305.597.9701 www.maserconsulting.com Fax: 305.597.9702	
	Job #: 16000245A	Scale: 1" = 200'	Sketch No.: .01	

(TENNIS CENTER):

Portions of Block 11, DIPLOMAT GOLF ESTATES, according to the Plat thereof as recorded in Plat Book 46, Page 24, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of Lot 1, Block 5 of said plat of DIPLOMAT GOLF ESTATES; Thence North 89°37'27" West, along the North Line of said Block 11 and the South Right of Way line of NE 9th Street formerly Atlantic Shores Boulevard, a distance of 262.18 feet to the POINT OF BEGINNING; Thence South 00°00'00" East a distance of 230.72 feet; thence South 27°13'52" West a distance of 281.02; thence South 51°19'38" West a distance of 53.38 feet; thence North 90°00'00" West a distance of 199.87 feet; thence North 54°36'19" West a distance of 308.42 feet; thence North 00°22'33" East a distance of 140.09 feet to a point on the South Line of Parcel 3-B as described in Official Records Book 27081 at Page 360 of the Public Records of Broward County, Florida;

THENCE on the South and East lines of said parcel of land the following four (4) Courses and distances;

- 1) Thence South 89°37'26" East a distance of 98.00 feet;
- 2) Thence North 82°52'33" East a distance of 155.49 feet;
- 3) Thence South 89°37'27" East a distance of 230.00 feet;
- 4) Thence North 48°59'10" East a distance of 74.11 feet to the Southeast corner of Lot 1, Block 12 of said Plat of DIPLOMAT GOLF ESTATES;

THENCE North 01°04'32" East, along the East line of said Lot 1, Block 12, a distance of 130.01 feet to the Northwest corner of said Block 11; thence South 89°37'27" East, along the North Line of said Block 11 and the South Right of Way of NE 9th Street formerly Atlantic Shores Boulevard, a distance of 98.00 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hallandale, Broward County, Florida, and containing a total area of 178,275 sq.ft. (4.1 acres) more or less.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL

(NORTH COURSE HOLLYWOOD):

A portion of Block 17, DIPLOMAT GOLF ESTATES ADDITION according to the Plat thereof as recorded in Plat Book 45, Page 43 all in the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Southeast corner of Lot 22, Block 14 also being the Southwest Corner of Block 17 of said plat of DIPLOMAT GOLF ESTATES ADDITION; THENCE North 01°05'32" East on the East line of said Block 14 and the West line of said Block 17, a distance of 919.80 feet to the Northeast corner of Lot 11 of said Block 14 said point being located on the South line of Lot 9 of said Block 14; THENCE South 89°36'57" East on the South line of Lots 2 through 9, Block 14 and its Easterly extension, a distance of 650.00 feet to the most Southerly, Southwest corner of a parcel of land described in and labeled as Parcel 3-C in that certain Special Warranty Deed recorded in Official Records Book 27081, Page 360 of the Public Records of Broward County, Florida;

THENCE North 73°44'37" East on the Southeasterly line of the last described parcel of land, a distance of 104.75 feet to the most Easterly, Southeast corner of the last described parcel of land; THENCE North 01°05'03" East on the East line of the last described parcel of land, a distance of 100.01 feet to the intersection with the North line of said Block 17, DIPLOMAT GOLF ESTATES ADDITION and the South right-of-way line of Wiley Street (F.K.A. Colver Street); THENCE South 89°36'57" East on said North line of Block 17 and said South right-of-way line of Wiley Street, a distance of 202.03 feet to the Northwest corner of a parcel of land described in and labeled as Parcel 3-D in that certain Special Warranty Deed recorded in Official Records Book 27081, Page 360 of the Public Records of Broward County, Florida; THENCE on the West, South and East lines of said parcel of land described in and labeled as Parcel 3-D in that certain Special Warranty Deed recorded in Official Records Book 27081, Page 360 of the Public Records of Broward County, Florida the following three (3) courses and distances;

- 1) - South 00°23'03" West, a distance of 40.00 feet;
- 2) - South 89°36'57" East, a distance of 30.00 feet;
- 3) - North 00°23'03" East, a distance of 40.00 feet to the intersection with said North line of Block 17 and said South right-of-way line of Wiley Street;

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Sketch to Accompany Legal/GOLF COURSE AREA

Sheet 5 of 13	Draw By: ALR, JP	Revised Date: 03/08/16
	Job #: 16000245A	Scale: 1" = 200'

Sketch No.: .01

Drawing name: B:\Projects\16000245A\16000245A.dwg Plot Date: 03/08/16 11:04:08 AM Plot Scale: 1"=200'

THENCE South 89°36'57" East on said North line of Block 17 and said South right-of-way line of Wiley Street, a distance of 38.00 feet to the Northwest corner of Lot 11, Block 15 of said DIPLOMAT GOLF ESTATES ADDITION and the Northeast corner of said Block 17; THENCE South 00°22'53" West on the West line of said Block 15 and the East line of said Block 17, a distance of 1,048.60 feet to the Southwest corner of Lot 1 of said Block 15 and the Southeast corner of said Block 17, both in DIPLOMAT GOLF ESTATES ADDITION, said point also being the Northwest corner of Lot 6, Block 8 and the Northeast corner of said Block 9 both in said DIPLOMAT GOLF ESTATES; THENCE North 89°40'41" West on the South line of said Block 17, a distance of 1033.03 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hollywood, Broward County, Florida, and containing a total area of 979,788 sq.ft. (22.5 acres) more or less.

SURVEYOR'S NOTES:

1. This is not a Boundary Survey.
2. Bearings are based an assumed meridian whereby the Westerly Right of Way of Diplomat Parkway, bears North 00°01'00"E.

SURVEYOR'S CERTIFICATION:

I hereby certify that this description and Sketch was made under my responsible charge on January 27, 2016 and meets the applicable Standards of Practice as set forth by the Board of Professional Surveyors and Mappers in rules 5J-17.051 and 5J-17.052 Florida Administrative Code, pursuant to Chapter 472.027 Florida Statutes.

Maser Consulting, P.A.

John Liptak
 Florida Professional Surveyor and Mapper
 License No. 5664

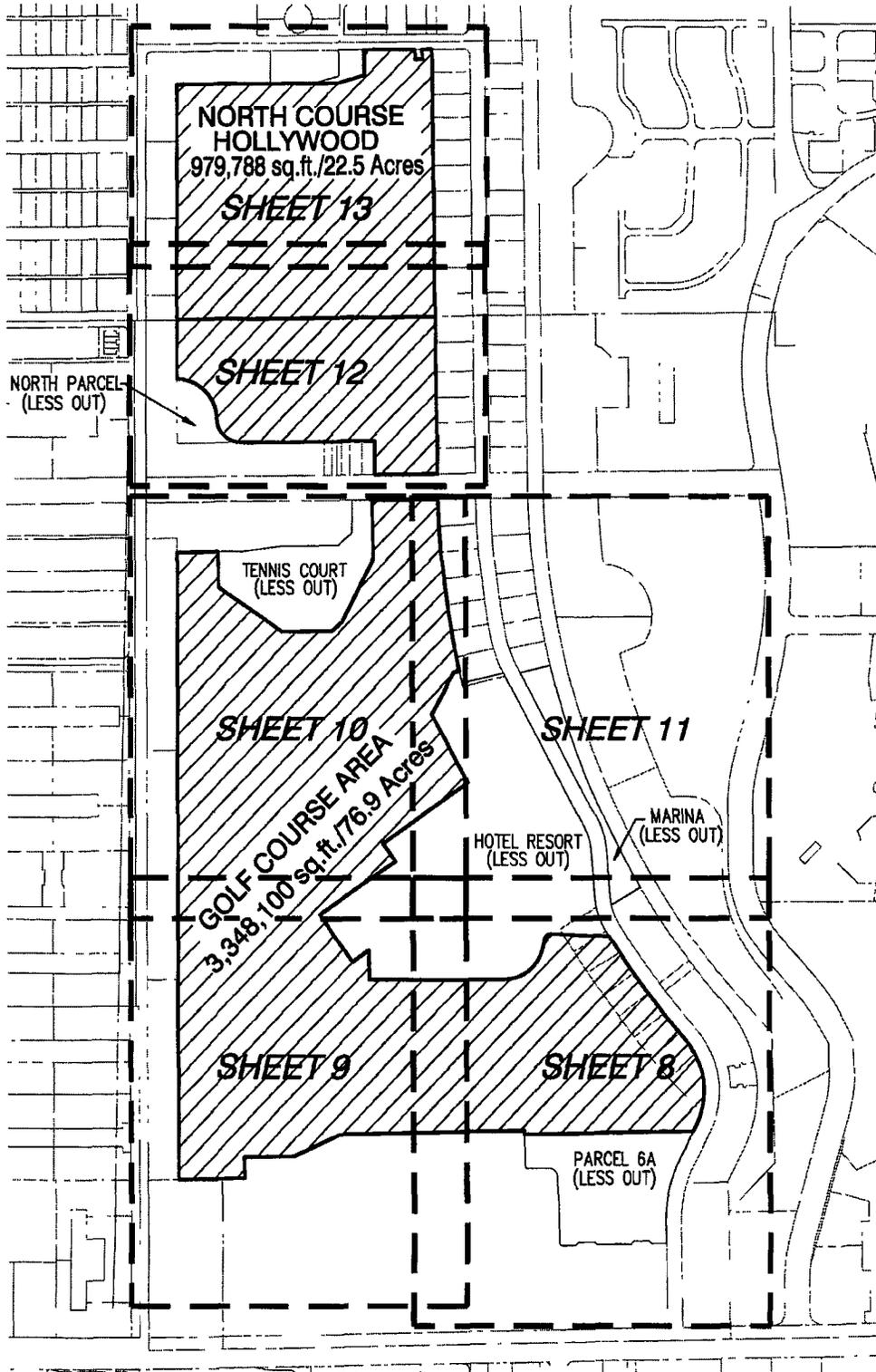
TABLE AREA

NORTH COURSE HOLLYWOOD	979,788 Square Feet	22.5 Acres
GOLF COURSE AREA	3,348,100 Square Feet	76.9 Acres
SOUTH COURSE	4,008,308 Square Feet	92.0 Acres
NORTH COURSE	496,692 Square Feet	11.4 Acres
MARINA	63,077 Square Feet	1.5 Acres
PARCEL 6A	217,800 Square Feet	5.0 Acres
HOTEL RESORT	760,824 Square Feet	17.5 Acres
TENNIS CENTER	178,275 Square Feet	4.1 Acres

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Sketch to Accompany Legal/GOLF COURSE AREA			8290 N.W. 64th Street - Miami, FL 33166 - LB7388 - LB8020 Phone: 305.597.9701 www.maserconsulting.com Fax: 305.597.9702
Sheet 6 of 13	Draw By: ALR, JP	Revised Date: 03/08/16	
	Job #: 16000245A	Scale: 1" = 200'	Sketch No.: .01



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Sketch to Accompany Legal/GOLF COURSE AREA

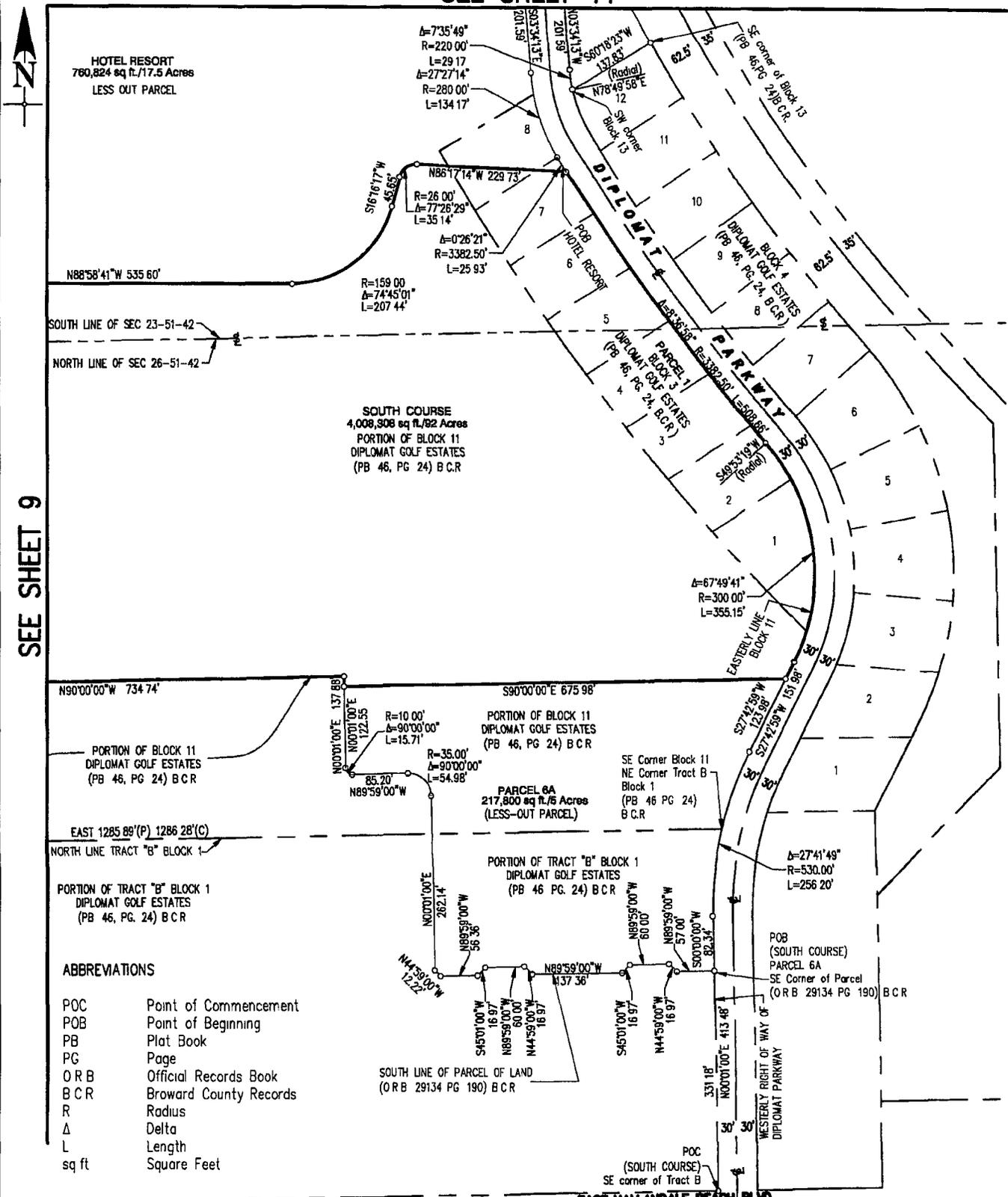
Sheet 7 of 13	Draw By: ALR, JP	Revised Date: 03/08/16
	Job #: 16000245A	Scale: 1" = 200'


TRIANGLE
 IS NOW  **MASER**
CONSULTING PA
 8290 N.W. 64th Street - Miami, FL 33166 - LB7388 - LB8020
 Phone: 305.597.9701 www.maserconsulting.com Fax: 305.597.9702

Sketch No.: .01

Drawing Name: 16000245A.dwg, Date: 03/08/16, Time: 10:44am, User: jlp, Plot: 1, Plot Date: 03/08/16, Plot Time: 10:44am, Plot User: jlp, Plot Device: HP DesignJet T1100e, Plot Path: \\server\plotters\HP DesignJet T1100e\16000245A.dwg

SEE SHEET 11



SEE SHEET 9

This Legal Description and Sketch to Accompany Legal consists of eleven (11) sheets, neither one is complete or valid without the other

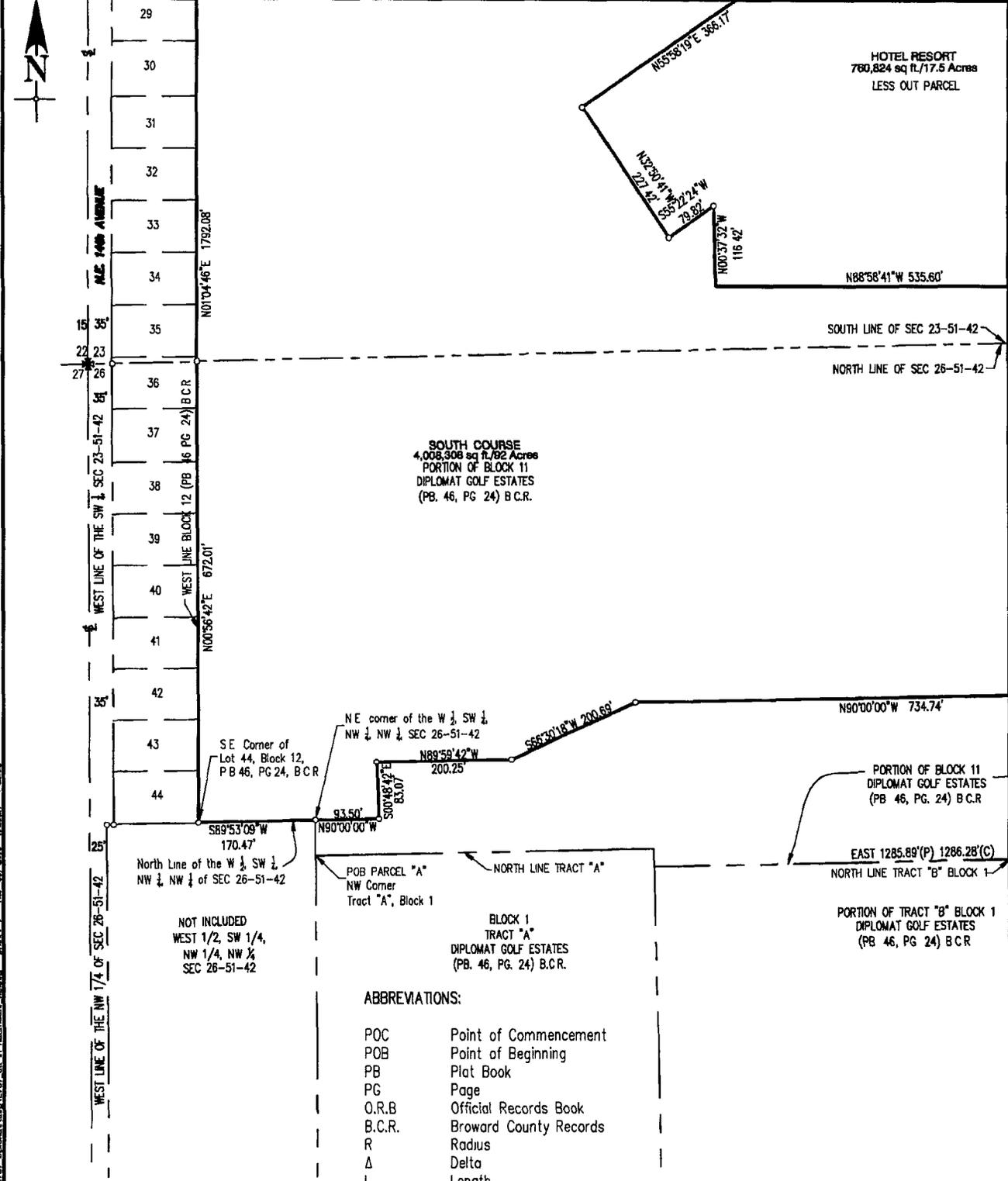
Sketch to Accompany Legal/GOLF COURSE AREA

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 Phone: 305.597.9701 www.maserconsulting.com Fax: 305.597.9702

Sheet 8 of 13 Draw By: ALR, JP Revised Date: 03/08/16
 Job #: 16000245A Scale: 1" = 200' Sketch No.: .01

SEE SHEET 10



SEE SHEET 8

This Legal Description and Sketch to Accompany Legal consists of eleven (11) sheets, neither one is complete or valid without the other.

Sketch to Accompany Legal/GOLF COURSE AREA

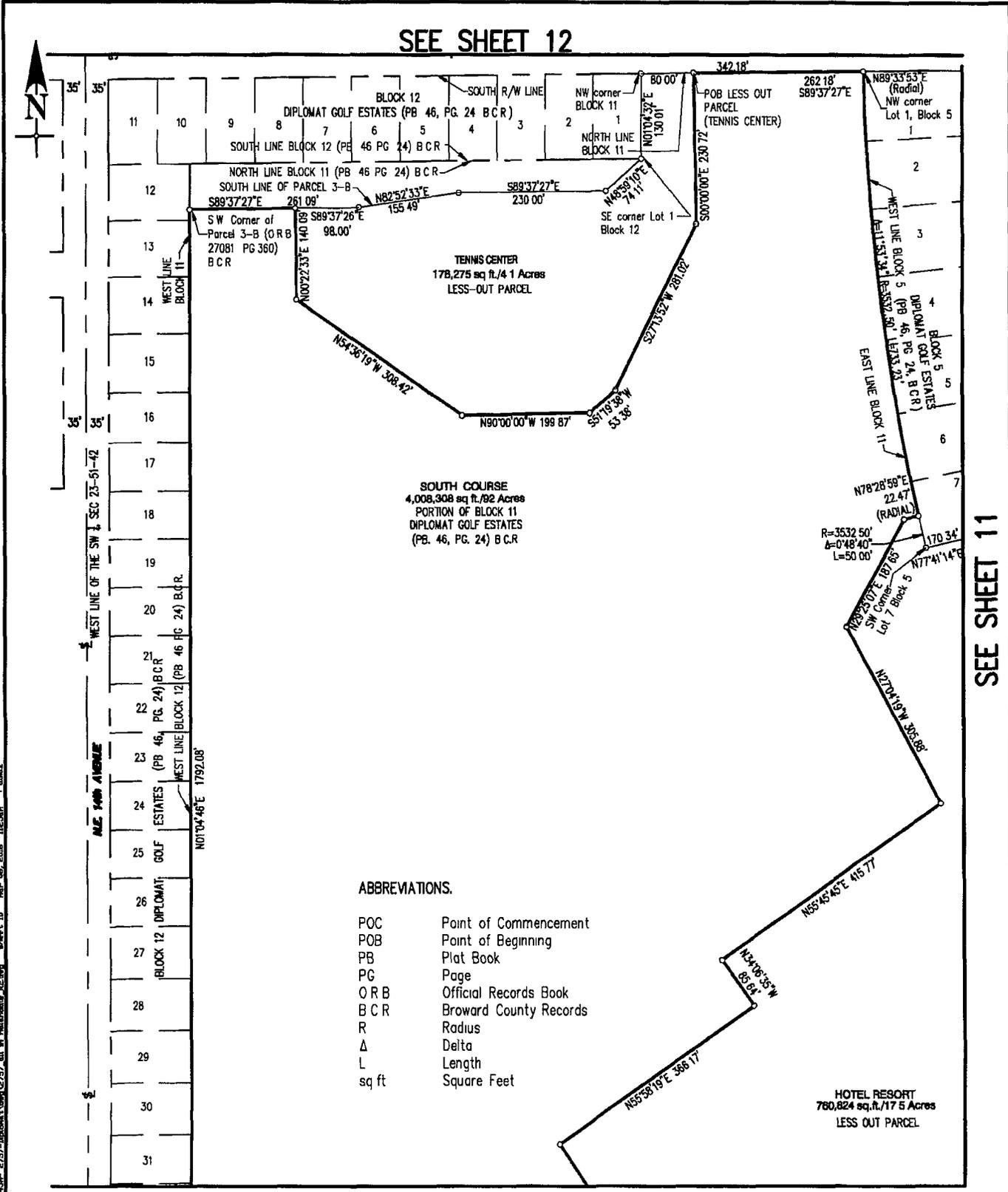
TRIANGLE IS NOW MASER CONSULTING, P.A.

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 Phone: 305.597.9701 www.maserconsulting.com Fax: 305.597.9702

Sheet 9 of 13	Draw By: ALR, JP	Revised Date: 03/08/16
Job #: 16000245A	Scale: 1" = 200'	

Sketch No.: .01

Drawing name: D:\Projects\2016\16000245A- 8757-Diplomat\Drawings\Sheet 9 - Mar. 09, 2016 - 10:20am - 1.dwg



SEE SHEET 12

SOUTH COURSE
 4,008,308 sq ft./92 Acres
 PORTION OF BLOCK 11
 DIPLOMAT GOLF ESTATES
 (PB. 46, PG. 24) B.C.R.

- ABBREVIATIONS.**
- POC Point of Commencement
 - POB Point of Beginning
 - PB Plat Book
 - PG Page
 - ORB Official Records Book
 - BCR Broward County Records
 - R Radius
 - Δ Delta
 - L Length
 - sq ft Square Feet

SEE SHEET 9

SEE SHEET 11

This Legal Description and Sketch to Accompany Legal consists of eleven (11) sheets, neither one is complete or valid without the other.

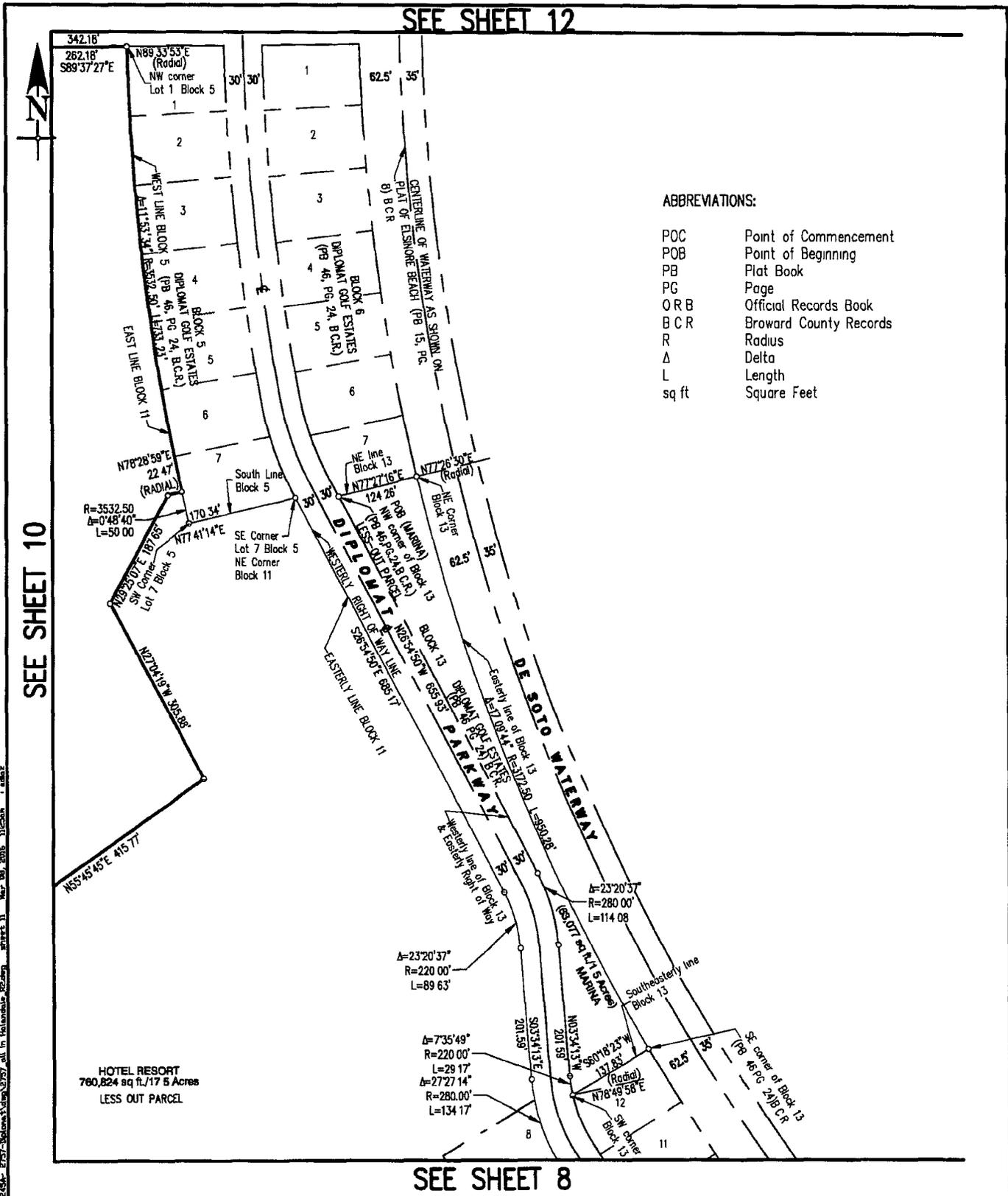
Sketch to Accompany Legal/GOLF COURSE AREA

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Sheet 10 of 13	Draw By: ALR, JP	Revised Date: 03/08/16
Job #: 16000245A		Scale: 1" = 200'

Sketch No.: .01

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- ABBREVIATIONS:**
- POC Point of Commencement
 - POB Point of Beginning
 - PB Plat Book
 - PG Page
 - ORB Official Records Book
 - B C R Broward County Records
 - R Radius
 - Δ Delta
 - L Length
 - sq ft Square Feet

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This Legal Description and Sketch to Accompany Legal consists of eleven (11) sheets, neither one is complete or valid without the other

Sketch to Accompany Legal/GOLF COURSE AREA



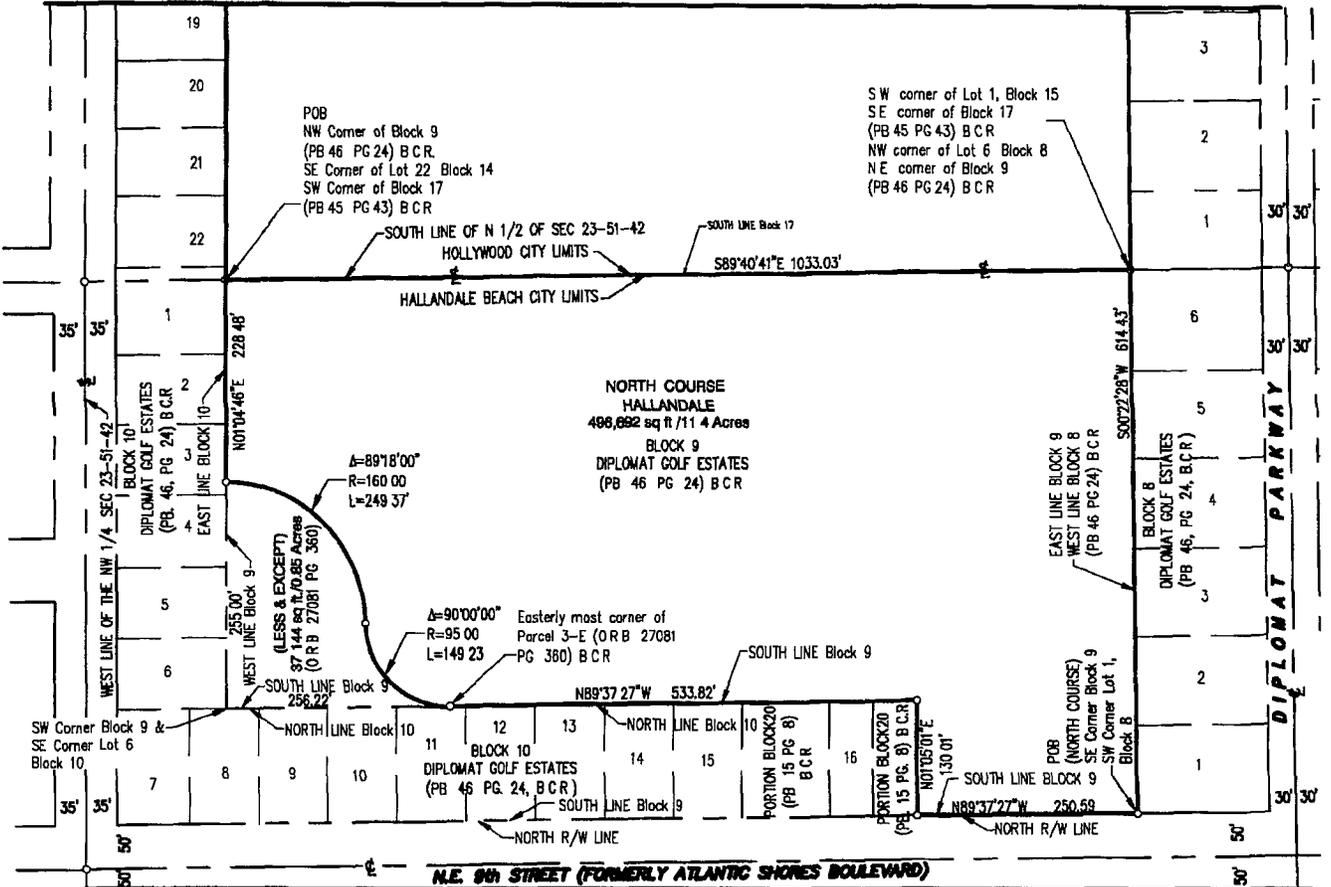
8290 N.W. 64th Street Miami, FL 33166 - LB7388 - LB8020
 Phone: 305 597 9701 www.maserconsulting.com Fax: 305 597 9702

Sheet 11 of 13	Draw By: ALR, JP	Revised Date: 03/08/16
	Job #: 16000245A	Scale: 1" = 200'

Sketch No.: .01



SEE SHEET 13



SEE SHEET 10

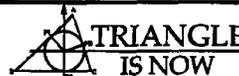
SEE SHEET 11

ABBREVIATIONS

- POC Point of Commencement
- POB Point of Beginning
- PB Plat Book
- PG Page
- ORB Official Records Book
- BCR Broward County Records
- R Radius
- Δ Delta
- L Length
- sq ft Square Feet

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Sketch to Accompany Legal/GOLF COURSE AREA



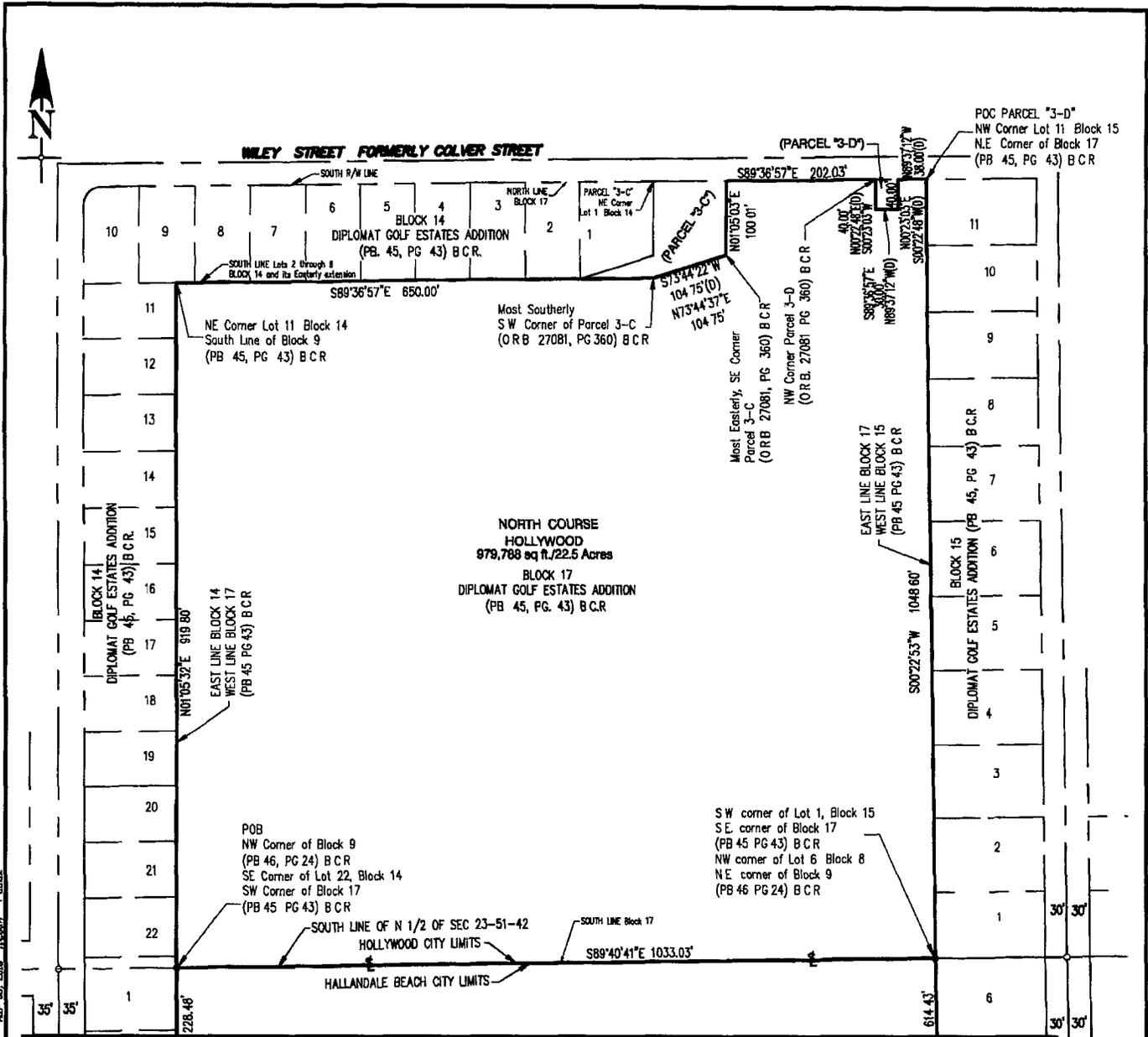
8290 N.W. 64th Street Miami, FL 33166 - LB7388 - LB8020
 Phone: 305.597.9701 www.maserconsulting.com Fax: 305.597.9702

Sheet 12 of 13 Draw By: ALR, JP Revised Date: 03/08/16

Job #: 16000245A Scale: 1" = 200'

Sketch No.: .01

Drawing name: B:\Projects\16000245A_0727-2016\16000245A_0727-2016\16000245A_0727-2016.dwg sheet 12 Mar 08 2016 11:25am aduz



SEE SHEET 12

- ABBREVIATIONS.
- POC Point of Commencement
 - POB Point of Beginning
 - PB Plat Book
 - PG Page
 - ORB Official Records Book
 - BCR Broward County Records
 - R Radius
 - Δ Delta
 - L Length
 - sq ft Square Feet

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<p>Sketch to Accompany Legal/GOLF COURSE AREA</p>		
<p>Sheet 13 of 13</p>	<p>Draw By: ALR, JP</p>	<p>Revised Date: 03/08/16</p>
<p>Job #: 16000245A</p>	<p>Scale: 1" = 200'</p>	<p>Sketch No.: .01</p>

Drawing name: R:\Projects\2016\16000245A - 2757 - Maser\1\del\13.dwg sheet 13 Mar 08 2016 11:58am l. adas

EXHIBIT "H"

Golf Course Walkway

