

**PROGRAM SECTION
INSTITUTIONAL CONTROL
PRE-ATTORNEY-REVIEW CHECKLIST**

OGC #

16-0192

FILE NAME:

(aka Vecenergy Logistics) Port Everglades Terminal

FAC ID/PROJ. #:

069810805

PROGRAM AREA:

Petroleum

Project Manager:

Norman Arrazola

Phone:

(954) 519-1237

Location:

SED



ICOR - OGC REVIEW REQUEST - DRC PACKAGE



ALDOCS UPLOAD OF ICOR



FDEP CONTRACT/PROJECT/SITE MANAGER'S TRANSMITTAL MEMO TO OGC

Includes:



CONTRACT/PROJECT/SITE MANAGER'S CHECKLIST



R/C DRAFTER'S TRANSMITTAL OF DRAFT R/C



DRAFT RESTRICTIVE COVENANT



EXHIBIT A



EXHIBIT B



EXHIBIT C Specific Purpose Survey



EXHIBIT



DEEDS TO THE PROPERTY



TITLE SEARCH REPORT

O+E Report dated 4-27-16



EXHIBIT OF LEGAL DESCRIPTION SEARCHED



DEEDS BACK TO ROOT OF TITLE



ENCUMBRANCES (EASEMENTS, LIENS, ETC)



COUNTY PROPERTY APPRAISER INFORMATION (VERIFICATION)

Verified 6-1-16



RELATED PARTIES OR DEP CASES



NOTICE SENT TO EASEMENT HOLDER OR BANK



MISCELLANEOUS

Proof of Publication Affidavit

LORI PARRISH
BROWARD
COUNTY
PROPERTY
APPRAISER



Site Address	1200 SE 32 STREET, DANIA BEACH	ID #	5042 23 29 0010
Property Owner	PORT EVERGLADES TERMINAL LAND LLC	Millage	0412
Mailing Address	101 SANSBURY'S WAY WEST PALM BEACH FL 33411	Use	48
Abbreviated Legal Description	PHILLIPS INDUSTRIAL PARK 175-23 B PORTION PARCEL A DESC AS BEG NE COR PAR A, S 551.19 ALG E/L, WLY 694.95, N 350.24 ALG W/L, WLY 250 N 200, E 945.76 TO POB		

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

Property Assessment Values					
Click here to see 2015 Exemptions and Taxable Values as reflected on the Nov. 1, 2015 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2016	\$3,464,320	\$1,156,030	\$4,620,350	\$4,620,350	
2015	\$3,464,320	\$757,710	\$4,222,030	\$4,222,030	\$92,886.86
2014	\$3,464,320	\$701,580	\$4,165,900	\$4,165,900	\$92,894.47

IMPORTANT: The 2016 values currently shown are "roll over" values from 2015. These numbers will change frequently online as we make various adjustments until they are finalized on June 1. Please check back here **AFTER** June 1, 2016, to see the actual proposed 2016 assessments and portability values.

2016 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$4,620,350	\$4,620,350	\$4,620,350	\$4,620,350
Portability	0	0	0	0
Assessed/SOH	\$4,620,350	\$4,620,350	\$4,620,350	\$4,620,350
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$4,620,350	\$4,620,350	\$4,620,350	\$4,620,350

Sales History			
Date	Type	Price	Book/Page or CIN
6/30/2006	SW*	\$6,453,400	42375 / 857
6/30/2006	QCD	\$100	42375 / 852
2/23/2004	SW*	\$3,000,000	36966 / 545

* Denotes Multi-Parcel Sale (See Deed)

Land Calculations		
Price	Factor	Type
\$8.00	433,040	SF
Adj. Bldg. S.F. (Card, Sketch)		4904

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc

INSTITUTIONAL CONTROL TRANSMITTAL PACKAGE

- ☒ DECLARATION OF RESTRICTIVE COVENANT
☐ MEMORANDUM OF AGREEMENT for RESTRICTIVE COVENANT
☐ RESTRICTIONS RELYING ON LOCAL GOV'T ORDINANCE
☐ OTHER: _____

The following information is required to open a case in OGC:

TODAY'S DATE: _____

PARTY/CLIENT NAME: Port Everglades Terminal Land, LLC
(this is the name of the PROPERTY OWNER **executing** the document)

FACILITY/SITE ID: 069810805
(FAC ID; COM_/PROJ#)

SITE NAME: VFCENERGY-LOGISTICS PORT EVERGLADES TERMINAL
(if referred to by a specific project or the prior owner reference, i.e.: Former Joe's Junk Shop)

DISCHARGE DATE: September 6, 2012
(for petroleum cleanup sites)

BSRA EXECUTION DATE: NA
(for Brownfield sites)

SITE ADDRESS: 1200 SE 32nd Street, Dania Beach, FL
(should be the physical address or location for these matters)

PROGRAM AREA: Petroleum
DISTRICT: Southeast
COUNTY: Broward

PROJECT/SITE MANAGER: _____
(DEP staff)

CONTACT INFO: _____
(Phone) (Email)

PROJECT/SITE MANAGER: Norman Arrazola
(DELEGATED Program staff, if any)

CONTACT INFO: 954 519 1237 narrrazola@broward.org
(Phone) (Email)

RELATED CASE(s) #: _____
(if any – may be enforcement matter, or prior DRC)

PARCEL ID # if KNOWN: 5042 23 29 0010

PROPERTY OWNER NAME: Richard A. Vogel for South Florida Materials Corp. manager corporation for Port
Everglades Terminal Land, LLC

ADDRESS: 101 Sanbury's Way, West Palm Beach, Florida 33411

EMAIL: Richard.Vogel@vecenergy.com

PHONE: (954) 278-9131

PROPERTY REP NAME: Richard A. Vogel South Florida Materials Corp. d/b/a Vecenergy

ADDRESS: 1600 Southeast 17 Street Causeway, Suite 400, Fort Lauderdale, Florida
33346

EMAIL: richard.vogel@vecenergy.com

PHONE: (954) 278-9131

CONSULTANT NAME: Barry Westmark, P.E. Environmental Consulting & Technology, Inc

ADDRESS: 550 West Cypress Creek Road, Suite 170 | Fort Lauderdale, Florida 33309

EMAIL: mlefebvre@ectinc.com

PHONE: 954-771-0444

*If another Responsible Party, other than the property owner, is involved in the cleanup, please include their information:

RESPONSIBLE PARTY NAME: NA

CONTACT INFO:

*If you are aware of a sale pending the processing of this IC, please include the purchaser's information:

BUYER NAME: NA

CONTACT INFO:

THE DRC PACKAGE DOCUMENTS: The IC Package should be scanned into Oculus as a
single document. The email to the Agency Clerk requesting OGC Review of the IC
Package should contain the link to the IC Package to be reviewed.

EMAIL completed form and link to: LEA CRANDALL, AGENCY CLERK
Agency_Clerk@dep.state.fl.us

SITE/PROJECT SRCO WITH CONDITIONS

The Broward County Pollution Prevention Division (*Division*) has reviewed documentation related to a Site Rehabilitation Completion Order (SRCO) with Conditions recommendation for the above-referenced facility, which has a *petroleum* discharge dated September 6, 2012. The request for the SRCO with Conditions contains the information required in the FDEP Institutional Controls Procedures Guidance Document dated November 2013. Herein I have provided a rationale for the *Bureau* concurrence with the SRCO with Conditions recommendation.

Remaining contamination is located {only in the groundwater; only in soils; in soils and groundwater; only in surface waters; etc.}.

RATIONALE:

The *Division* has determined that the requirements of Rule 62-780.680(2), F.A.C., have been met for the above-referenced discharge/incident(s).

Specifically,

-]
- Soil exceeding leachability Soil Cleanup Target Levels has been addressed via groundwater monitoring.
 - To reduce the risk of exposure to the remaining contaminated soils above commercial/industrial Soil Cleanup Target Levels an impermeable cap has been provided.
 - To reduce the risk of exposure to the remaining contaminated soils above residential Soil Cleanup Target Levels land-use restrictions are proposed in the Draft Declaration of Restrictive Covenant for the entire source property. The property is currently being used as a terminal facility at Port Everglades. While it is proposed that excavation can occur on the parcel in the future, the Draft Declaration provides that the soils must be properly disposed in accordance with Chapter 62-780, F.A.C., and that the risk of exposure be minimized to workers.
 - A forensic study was performed to establish that exceedences of benzo(a)pyrene equivalents (specifically to the north of the area provided with impermeable cap) was not related to the September 6, 2012 discharge and as such further assessment in the north direction was not necessary.
 - The groundwater contaminant plume is limited to less than a quarter acre. It has been demonstrated by one year of groundwater monitoring that the groundwater contamination is not migrating away from the localized source area. The remaining contaminant levels do not pose an unacceptable risk to human health if groundwater use is restricted. The minimal groundwater contamination is being addressed through a restriction in the Draft Declaration that prohibits the use of the groundwater for the entire property. A restriction is also proposed to prohibit the installation of any monitoring wells on the property, which are not pre-approved by FDEP.
 - Groundwater contamination related to the September 6, 2012 is comingled to the west and southwest with contamination related to PHILLIPS 66-PORT EVERGLADES TERMINAL LAND LLC (previous owner) discharges dated March 19, 1991, June 13, 1991 and May 15, 1992 which were closed with controls by a conditional SRCO dated June 24, 2003 under FAC ID 8838779.

It is the *Division* opinion that the restrictions proposed in the Draft Declaration are adequate to ensure that remaining contamination will not pose an unacceptable risk to human health.

You will find the Attachment 5 Checklist, proof of property ownership (screenshot from county property appraiser website) and the Draft Institutional Control package at the following link to Oculus:
[http://depdms.dep.state.fl.us:80/Oculus/servlet/shell?command=getEntity&\[guid=11.3221415.1\]&\[profile=Enforcement_Legal\]](http://depdms.dep.state.fl.us:80/Oculus/servlet/shell?command=getEntity&[guid=11.3221415.1]&[profile=Enforcement_Legal])



Environmental Protection and Growth Management Department
POLLUTION PREVENTION DIVISION
One North University Drive, Suite 203, Plantation, Florida 33324
954-519-1260 • Fax 954-765-4804

TO: Ms. Susan Fields
FDEP – BPSS
Twin Towers Bldg, MS #4530
2600 Blair Stone Rd.
Tallahassee, FL 32399-2400

FROM: Norman Arrazola, P.E., Engineer III. *NRA*
Broward County Pollution Prevention Division
One North University Drive, Suite 203
Plantation, FL 33324
Telephone: (954) 519-1237.
narrazola@broward.org

THROUGH: David Vanlandingham, P.E., Engineer IV *[Signature]*
Environmental Assessment and Remediation Section

SUBJECT: No Further Action with Controls Package.
Vecenergy-Logistics Port Everglades Terminal
1200 SE 32nd Street, Dania Beach, FL
FDEP Facility ID No. 069810805

DATE: January 21, 2016

The Broward County Pollution Prevention Division (Division) has reviewed documentation related to a No Further Action with Controls (NFAC) recommendation for the above referenced facility, which has a petroleum discharge dated September 6, 2012. The Draft Declaration of Restrictive Covenants (Draft DRC) as well as the DRC Checklist, the IC Transmittal Form, and supporting documentation is enclosed for review by the Office of General Counsel. Herein I have provided the rationale for the Division concurrence with the NFAC recommendation and the specific restrictions outlined in the DRC.

Property Owner: Port Everglades Terminal Land, LLC
101 Sansbury Way
West Palm Beach, FL 33411

Property Owner's Representative(s): Richard A. Vogel
South Florida Materials Corp. (Manager Corporation for Port
Everglades Terminal Land, LLC)
1600 SE 17th Street Causeway, Suite 400
Ft. Lauderdale, FL 33346
954 278 91315
richard.vogel@vecenergy.com

Environmental Consultant:

Barry Westmark, P.E.
Environmental Consulting & Technology, Inc. (ECT)
550 West Cypress Creek Road, Suite 170
Fort Lauderdale, Florida 33309J
mlefebvre@ectinc.com
954 771 0444 Ext. 13311

Rationale:

The Division concurs that the requirements of Rule 62-770.680(2) have been met for the above referenced discharge. Specifically,

- Documented soil contamination with concentrations exceeding Soil Cleanup Target Levels, Residential shall be addressed by restricting the site's land use in order to adopt Soil Cleanup Target Levels, Commercial/Industrial as alternative cleanup target levels for the site.
- The area of soil exceeding Soil Cleanup Target Levels, Commercial/Industrial has been provided with an impermeable cap.
- Soil exceeding leachability Soil Cleanup Target Levels has been addressed via groundwater monitoring.
- A forensic study was performed to establish that exceedences of benzo(a)pyrene equivalents (specifically to the north of the area provided with impermeable cap) was not related to the September 6, 2012 discharge and as such further assessment in the north direction was not necessary.
- There shall be no groundwater use at the site. In addition, there shall be no additional stormwater swales, stormwater detention or retention facilities, or ditches on the site without obtaining prior written approval. Groundwater contamination related to the September 6, 2012 has been determined to be comingled to the west and southwest with contamination related to Phillips 66-Port Everglades Terminal Land LLC (previous owner) discharges dated March 19, 1991, June 13, 1991 and May 15, 1992 which were closed with controls by a conditional SRCO dated June 24, 2003 under FAC ID 068838779.
- An Engineering Control Maintenance Plan has been received and approved.
- The Notice of Proposed Agency Action has been published the 30-day comment period has elapsed. No comments were received.

The proposed restrictions are considered the final remedy and need to be recorded. It is the Division's opinion that the restrictions proposed in the Draft DRC are adequate to ensure that the remaining contamination will not pose unacceptable risk to human health. Since I am the local project manager for this facility, should you require additional information, please contact me at (954) 519-1237 or narrazola@broward.org.

ENCLO: DRC Checklist, IC Transmittal Form, Draft Declaration of Restrictive Covenant, Notice of Proposed Agency Action, Warranty Deed, Opinion of Title Package.

**DECLARATION OF RESTRICTIVE
COVENANT CHECKLIST FOR VECENERGY
FAC ID No.069810805**

Does site meet statutory and rule requirements that allow an SRCO with conditions?

Yes X No

What restrictions are necessary to reduce or eliminate the risk of exposure? Consider all affected media (i.e., groundwater, soil, surface water, and/or sediments), and determine which type of restrictions are required for each affected medium.

The following technical checklist applies to RMO II sites, which most commonly have contaminated groundwater and/or soil. For RMO III sites, please explain in the cover memo for the RC package how the rule criteria are met and what restrictions are being proposed for the source property and any other affected properties. Decisions for RMO III contaminated sites are very site-specific and may be based on risk assessment analysis or include properties other than the source property; therefore, these sites do not lend themselves to a simple checklist for the technical aspects of site closure. Additionally, the checklist below is a shortened summary of the details provided in Subsection 62-780.680(2), F.A.C. Please refer to the rule for the specific criteria that must be met.

If **groundwater** is contaminated: Yes

No Is an interim control proposed?;

OR

Yes (a) Is the plume stable or shrinking?

Yes (b) Is the plume contained within the property boundaries?

Yes (c) Is the plume less than ¼ acre in size? If not, then which of the following alternative scenarios applies (check one or more, as applicable):

☐ groundwater meets low yield or poor quality designation. Please refer to guidance available at

http://www.dep.state.fl.us/waste/quick_topics/publications/wc/Guidance_for_Evaluation_of_Low_Yield_Poor_Quality_Criteria.pdf;

☐ an engineering control (EC) prevents plume migration. If an EC is used, e.g., a slurry wall, it should be in place and PE-certified, and it should be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC including State Plane Coordinates or geographical coordinates for four corners .

☐ plume affects or may potentially affect *only* a marine surface water body.

Yes (d) Does the Property currently include stormwater swales, stormwater detention or retention facilities or ditches? If so, the PRSR should include an exhibit to the RC (usually Exhibit B) that is a survey map identifying the size and location of the existing stormwater features. The RC should include language stating that these existing stormwater features should not

be altered, modified or expanded without prior FDEP Division of Waste Management approval in writing, followed by a recorded amendment to the RC.

If **soil** is contaminated: **Yes**

Yes (a) **Direct Exposure** criteria have been met. Check one or more of the following, as applicable:

- (Yes) The Chapter 62-777, F.A.C., commercial/industrial SCTLs are met;
- (Yes) An engineering control (EC) prevents direct exposure to contaminated soils (which may exceed the commercial/industrial SCTLs with an EC) [See *Note below];
- () The soil meets alternative SCTLs using site-specific soil properties;
- () Soil concentrations of the site-specific fractions of TRPHs do not exceed the Chapter 62-777, F.A.C., commercial/industrial SCTLs for the TRPH fractions;
- () The 95% UCL approach is utilized to calculate average soil contaminant concentrations. If the 95% UCL approach is used, please describe this in the cover memo and include the exposure unit and parcel size.

Yes (b) **Leachability** criteria have been met. Check one or more of the following, as applicable:

- () Soil contaminant concentrations do not exceed the alternative leachability-based SCTLs established pursuant to Ch. 62-777, F.A.C., Figure 8;
- () Direct leachability testing was used to meet rule criteria (e.g., SPLP or TCLP); please refer to guidance at http://www.dep.state.fl.us/waste/quick_topics/publications/wc/GuidanceforDeterminingLeachabilitybySPLPAnalysisDraftVersion1-8.pdf;
- (YES) An EC that prevents water infiltration has been implemented (e.g., an *impervious* cap such as a concrete slab, parking lot, building foundation, etc.) [See *Note below];
- () The soil meets alternative SCTLs using site-specific soil properties;
- () Soil concentrations of the site-specific fractions of TRPHs do not exceed the alternative leachability-based SCTLs for the TRPH fractions;
- (Yes) PRSR has demonstrated, based on site-specific conditions and at least a year of groundwater monitoring data that contaminants will not leach at concentrations that exceed the rule criteria.

***Note:** If an EC is used to address either Direct Exposure or Leachability for soil contamination, it must be in place and PE-certified, and it should be identified on an exhibit to the RC (usually Exhibit B) that is a Survey showing the size and location of the EC and including State Plane Coordinates or geographical coordinates for four corners.

Yes If soil contamination presents a Direct Exposure threat, and the PRSR is not utilizing an EC, then the Land Use Restriction language listing the prohibited uses is included in the RC.

_____ If the PRSR has elected to use an EC to prevent exposure to contaminated soil, then the Land Use Restriction language has been deleted from the RC.

Restriction Location: Entire Property Y Portion of Property _____

- Why are these restrictions adequate? (Found in letter to owner preliminarily agreeing to use of conditional SRCO.) There shall be no groundwater use at the site. An impermeable cap has been provided to address exceedences to industrial/commercial SCTLs. Land use restrictions are those that allow for the Direct Exposure Industrial/Commercial to be adopted as alternative SCTLs for area outside the impermeable cap.

SRCO will be issued after RC recorded (Final RC). Y, or
SRCO will *not* be issued after RC recorded (Interim RC). _____

If a restrictive covenant is appropriate, the following supporting documents should be provided to the FDEP OGC:

Copy of the deed is included. Yes Y No _____

Does the name of the owner/grantee on the deed match the name of the person who claims to be the property owner? Yes Y No _____

Property ownership confirmed on county internet web site. Yes Y No _____

Legal description of the entire property (Exhibit A to covenant) is included even if only a portion of the property will be encumbered/restricted. Yes Y No _____

If only a portion of the parcel will be restricted, then:

A Specific Purpose Survey, Boundary Survey or Sketches to Accompany Descriptions (as defined under Chapter 5J-17, F.A.C.) prepared using the minimum technical standards (MTS)(collectively referred to as a "Survey") should be provided, and it should include four corners labeled with the State Plane Coordinates (SPC) system or geographical coordinates, clearly labeling the attachment as Exhibit "B," (and labeling the encumbered area on the attachment as "restricted area" or another phrase that tracks the RC language] (Exhibit B to covenant).

Yes _____ No _____ N/A X _____

SOME OF THE QUESTIONS THAT FOLLOW HAVE NOT BEEN ADDRESSED AS THEY ARE OUTSIDE OF OUR NON-LEGAL LEVEL OF EXPERTISE. COPIES OF ALL RECORDED INSTRUMENTS IDENTIFIED IN THE TITLE SEARCH ARE INCLUDED IN THE ATTACHED CD

Title Report is included [Title search commences with instrument constituting root of title under Marketable Record Title Act (MRTA) that is at least 30 years old and includes review of all subsequently recorded instruments, and prior recorded instruments that are not eliminated by MRTA.] Yes ___ No ___

Tax Lien information – either that lien has been removed or copy of lien—is included.
Yes ___ No ___ N/A ___

Easements are included (list of any easements & copies of recorded easements.)
Yes ___ No ___ N/A ___

A Diagram of the location of the easements in relation to the restricted area is included.
Yes ___ No ___ N/A ___

Leases – copies of all recorded leases, subleases and assigned leases are included.
Yes ___ No ___ N/A ___

UCC Liens – copies of and releases from any liens are included.
Yes ___ No ___ N/A ___

A completed and signed Subordination or Joinder and Consent is included only for any liens, leases, easements or other encumbrances that are in material conflict with the provisions of the RC. Yes ___ No ___ N/A

A completed and signed Subordination of Mortgage is included only for each financial institution or lender of existing mortgages for which a material conflict exists with the provisions of the RC. Yes ___ No X N/A

Is 95% UCL analysis used? Yes ___ No X
If yes, what is the exposure unit and parcel size? ___ __, _____

Has the PRSR provided actual notice of the proposed IC/EC to all mortgagors and holders of liens, leases or other encumbrances on the property?
Yes ___ No X N/A

Has the PRSR published constructive notice regarding use of IC/EC based upon preliminary approval of the Conditional No Further Action Proposal?
Yes ___ No ___

If yes, where ___ and when ___?
Has the 30-day comment period elapsed? Yes ___ No ___

Cover memo to Tallahassee is included. Yes Y No ___

Site/Project Mgr. Name Norman Arrazola, Broward County PPD

Address 1 N University Dr., Suite 203, Plantation, FL 33024

Email narrazola@broward.org

Phone 954 519 1237

Prop. Owner Rep. Name Richard A. Vogel South Florida Materials Corp. d/b/a Vecenergy.

Address 1600 Southeast 17 Street Causeway, Suite 400, Fort Lauderdale, Florida

Email Richard.Vogel@vecenergy.com

Phone (954) 278-9131

Prop. Owner Name Richard A. Vogel for South Florida Materials Corp. manager corporation for Port Everglades Terminal Land, LLC

Address 101 Sanbury's Way, West Palm Beach, Florida 33411

Email Richard.Vogel@vecenergy.com

Phone (954) 278-9131

Contractor Name Barry Westmark, P.E. Environmental Consulting & Technology, Inc.

Address 550 West Cypress Creek Road, Suite 170 | Fort Lauderdale, Florida 33309

Email bwestmark@ectinc.com

Phone 954-771-0444

MAIL:

- District-lead sites – mail directly to FDEP OGC Tallahassee.

Contracted-local-government-lead sites – mail directly to the FDEP Local Program Coordinator who will contact the appropriate Tallahassee technical support for review prior to OGC review.

This instrument prepared by:
Robert W. Wells
Attorney at Law
9350 S Dixie Hwy Ste 1450
Miami FL 33156

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this ____ day of _____, 20__, by Port Everglades Terminal Land, LLC (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the owner of that certain real property situated in Broward County, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part thereof (hereinafter the "Property").

B. The FDEP Facility Identification Number for the Property is 06/9810805. The facility name at the time of this Declaration is Vecenergy-Logistics Port Everglades Terminal. This Declaration addresses the discharge that was reported to the FDEP on September 6, 2012.

C. The discharge of petroleum products on the Property is documented in the following reports that are incorporated herein by reference:

1. Limited Source Removal Report submitted by Environmental Consulting & Technology, Inc. ("ECT") on October 23, 2012;
2. Site Assessment Report submitted by Environmental Consulting & Technology, Inc. ("ECT") on April 1, 2013;
3. Response to Comments for Vecenergy Site Assessment Report submitted by Environmental Consulting & Technology, Inc. ("ECT") on July 30, 2013;
4. Site Assessment Report Addendum II submitted by Environmental Consulting & Technology, Inc. ("ECT") on October 30, 2013;
5. No Further Action with Conditions Proposal submitted by Environmental Consulting & Technology, Inc. ("ECT") on December 23, 2013;
6. Additional Information for No Further Action with Conditions Proposal submitted by Environmental Consulting & Technology, Inc. ("ECT") on January 15, 2014
7. No Further Action With Condition First Quarter Monitoring Event submitted by Environmental Consulting & Technology, Inc. ("ECT") on April 14, 2014;
8. Response to Comments and No Further Action With Conditions Second Quarter Monitoring Event submitted by Environmental Consulting & Technology, Inc. ("ECT") on July 28, 2014;
9. Third Quarter Monitoring Event submitted by Environmental Consulting & Technology, Inc. ("ECT") on December 2, 2014; and
10. Fourth Quarter Monitoring Event submitted by Environmental Consulting & Technology, Inc. ("ECT") on February 25, 2015.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located on the Property. Soil and groundwater contamination as defined by Chapter 62-780, Florida Administrative Code (F.A.C.) continues to exist in the jet fuel filter area. Also, these reports document that the groundwater contamination does not extend beyond the Property boundary, that the extent of the groundwater contamination does not exceed 1/4 acre, and the groundwater contamination is not migrating.

E. It is the intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration, and the FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, in the event concentrations of petroleum products chemicals of concern increase above the levels approved in the Order, or if a subsequent discharge occurs at the site, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by

the appropriate FDEP rules. The Order relating to FDEP Facility No. 06/9810805 is on file with the DEP Bureau of Petroleum Storage Systems located at 2600 Blair Stone Road, Mail Station 4575, Tallahassee, Florida 32399-2400.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Property that an Order be obtained and that the Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. To GRANTOR's knowledge, the foregoing recitals are true and correct and are incorporated herein by reference.
2. GRANTOR hereby imposes on the Property the following restrictions and requirements:
 - a. i. There shall be no use of the groundwater under the Property. There shall be no drilling for water conducted on the Property, nor shall any wells be installed on the Property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM) in addition to any authorizations required by the Division of Water Resource Management (DWRM) and the Water Management District (WMD).
 - a.ii. For any dewatering activities on the Property, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.
 - a.iii. Attached as Exhibit B, and incorporated by reference herein, is a Survey identifying the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the Property. Such existing stormwater features shall not be altered, modified or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Property without prior written approval from FDEP's DWM in addition to any authorizations required by the DWRM and the WMD. A revised exhibit must be recorded when any stormwater feature is altered, modified, expanded, or constructed.
 - b.i. The areas of soil contamination are located within the portion of the Property described in the Specific Purpose Survey attached hereto as Exhibit C and described as "Engineering Control Area"

thereon (hereinafter "Portion"). The Portion described in Exhibit C shall be permanently covered and maintained with an impermeable material that prevents human exposure and limits water infiltration (hereinafter referred to as the Engineering Control). An Engineering Control Maintenance Plan (ECMP) relating to FDEP Facility No. 06/9810805 has been approved by the Department. The ECMP specifies the frequency of inspections and monitoring for the Engineering Control and the criteria for determining when the Engineering Control has failed. The Engineering Control shall be maintained in accordance with the ECMP as it may be amended upon the prior written consent of the Department. The ECMP relating to FDEP Facility No. 06/9810805, can be found by contacting the appropriate FDEP district office or Tallahassee program area.

b.ii. Excavation and construction beneath the impermeable material within that Portion of the Property containing contaminated soils exceeding the TRPH Direct Exposure-Industrial Commercial scenario Soil Cleanup Target Level as described in Exhibit C and of the Property as described in Exhibit B is not prohibited provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C. (or subsequent contamination site cleanup criteria rule(s)) and any other applicable local, state and federal requirements. Nothing herein shall limit or conflict with any other legal requirements regarding construction methods and techniques that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan pre-approved by FDEP's Division of Waste Management must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

c. The following uses of the Property are prohibited: agricultural use of the land including forestry, fishing and mining; hotels or lodging; recreational uses including amusement parks, parks, camps, museums, zoos, or gardens; residential uses, and educational uses such as elementary or secondary schools, or day care services. These prohibited uses are specifically defined by using the North American Industry Classification System, United States, 2012 (NAICS), Executive Office of the President, Office of Management and Budget. The prohibited uses by code are: Sector 11 Agriculture, Forestry, Fishing and Hunting; Subsector 212 Mining (except Oil and Gas); Code 512132 Drive-In Motion Picture Theaters; Code 51912 Libraries and Archives; Code 53111 Lessors of Residential Buildings and Dwellings; Subsector 6111 Elementary and Secondary Schools; Subsector 623 Nursing and Residential Care Facilities; Subsector 624 Social Assistance; Subsector 711 Performing Arts, Spectator

Sports and Related Industries; Subsector 712 Museums, Historical Sites, and Similar Institutions; Subsector 713 Amusement, Gambling, and Recreation Industries; Subsector 721 Accommodation (hotels, motels, RV parks, etc.); Subsector 813 Religious, Grantmaking, Civic, Professional, and Similar Organizations; and Subsector 814 Private Households. COMMENT: This is what makes the site to remain (actually be allowed to adopt) commercial to address soil exceeding residential SCTLs not provided with engineering control

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.
4. For the purpose of monitoring the restrictions contained herein, FDEP shall have site access to the Property at reasonable times and with reasonable notice to the GRANTOR.
5. It is the intention of GRANTOR that the restriction contained in this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of the GRANTOR, and to FDEP, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise terminated in writing by the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this restriction. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within ten business days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Property.
6. In order to ensure the perpetual nature of these restrictions, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Property, GRANTOR agrees to notify in

writing all proposed tenants of the Property of the existence and contents of the Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the county land records. FDEP will promptly execute such a release when cleanup target levels established pursuant to Florida Statutes and FDEP rules have been achieved in that Portion of the Property containing contaminated soils as described in Exhibit B. This Declaration may be modified in writing only. Any subsequent amendment, other than a termination, must be executed by both GRANTOR and the FDEP and be recorded by GRANTOR as an amendment hereto.
8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.
9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of good title to the Property, and has good right to create, establish, and impose this restrictive covenant on the use of that Portion of the Property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has executed this instrument, as of this _____ day of _____, 20__.

Signed, sealed and delivered in the presence of:

Port Everglades Terminal Land, LLC, a Florida limited liability company

By _____

Print Name: _____ Its: _____
{company position if applicable}

Date: _____
Witness

Print Name: _____

Date: _____
Witness

Print Name: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as an authorized signatory of Port Everglades Terminal Land, LLC, a Florida limited liability company, on behalf of the company.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

Signature of Notary Public

Print Name of Notary Public
Commission No. _____
Commission Expires: _____

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this _____ day of _____, 20__.

Signed, sealed and delivered in the presence of:

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____

Diane Pickett, P.G.
Administrator
Petroleum Restoration Program
2600 Blair Stone Road
Tallahassee, Florida 32399

Witness: _____ Date: _____

Print Name: _____

Witness: _____ Date: _____

Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

Signature of Notary Public

Print Name of Notary Public

Commission No. _____

Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF CORPORATE V PROPERTY

LEGAL DESCRIPTION

A portion of Parcel A, together with all of Parcel B of "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel A;

THENCE South 01°36'24" East on the East line of said Parcel A, a distance of 551.19 feet;

THENCE South 88°02'56" West, a distance of 694.95 feet to the intersection with the Easterly line of said Parcel B;

THENCE Southerly on the line common to Parcels A and B, the following four (4) courses and distances:

1. South 01°41'28" East, a distance of 199.95 feet;
2. South 46°43'15" East, a distance of 30.00 feet;
3. North 88°18'32" East, a distance of 145.00 feet;
4. South 01°41'28" East, a distance of 469.76 feet to a point on the arc of a non-tangent curve, concave to the Southeast, whose radius point bears South 14°38'04" East, said point also being the Southwest corner of said Parcel A and the Southeast corner of said Parcel B;

THENCE on the South line of said Parcel B, the following three (3) courses and distances:

1. Southwesterly on the arc of said curve having a radius of 180.00 feet, through a central angle of 36°21'18" and an arc distance of 114.21 feet to a point of tangency;
2. South 39°00'38" West, a distance of 64.02 feet;
3. South 88°05'37" West, a distance of 278.34 feet to the Southwest corner of said Parcel B;

THENCE North 01°41'28" West on the West line of said Parcels A and B, a distance of 1348.59 feet to the Northwest corner of said Parcel A;

THENCE North 88°02'56" East on the North line of said Parcel A, a distance of 945.76 feet to the POINT OF BEGINNING.

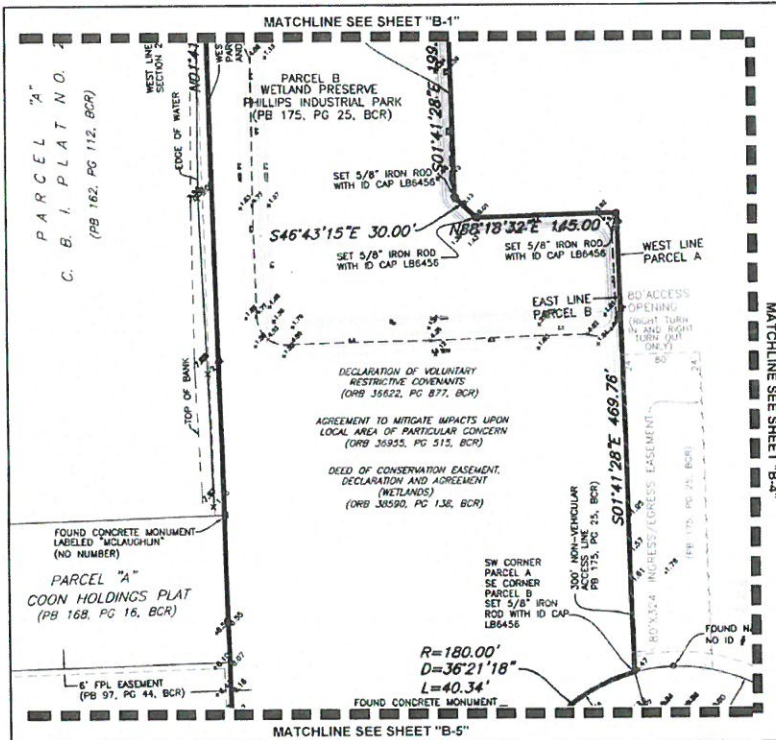
TOGETHER WITH:

All of Parcel C, of "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida.

Said lands lying in Broward County, Florida.

EXHIBIT B

**PROPERTY SURVEY
(ANNOTATED TO DEPICT STORMWATER FEATURES ON THE PROPERTY)**



LAND DESCRIPTION:

A PORTION OF PARCELS A, TOGETHER WITH ALL OF PARCELS B & C OF "PHILLIPS INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175, PAGES 23, 24 AND 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A;

THENCE SOUTH 07°27'30\"/>

SURVEY NOTES:

1. LAND BOUNDARY SURVEY WAS CONDUCTED BY SHAI DROTOS, A LICENSED SURVEYOR, IN ACCORDANCE WITH THE FLORIDA SURVEYING ACT, CHAPTER 461, F.S.
2. ELEVATION BENCHMARK WAS USED ON THE SURVEY. ELEVATION BENCHMARK WAS USED AT 111 ON 30th STREET, PORT LINDSBURG, FLORIDA 33411.
3. THE BENCHMARK BENCH MARK WAS USED TO THE EAST LINE OF THE SURVEY. THE BENCHMARK WAS USED TO THE SOUTH LINE OF SAID PARCEL A.
4. UNDERGROUND UTILITIES WERE NOT LOCATED.
5. THIS SURVEY WAS CONDUCTED FOR THE BOUNDARY PURPOSES ONLY AND IS NOT INTENDED TO BE USED FOR ANY OTHER PURPOSES.
6. PLANTING AND REMOVAL OF PLANTS WAS NOT DONE.
7. SURVEY WAS DONE ON 05/05/2011.
8. DATE OF SURVEY: 05/05/2011.
9. SURVEYOR: SHAI DROTOS.
10. SURVEYOR'S LICENSE NO.: 12345.
11. SURVEYOR'S FIRM: SDA SHAI DROTOS & ASSOCIATES.
12. SURVEYOR'S ADDRESS: 3410 N. Andrews Ave. Ext. #Pompano Beach, FL 33064.
13. SURVEYOR'S PHONE: 954-843-8433.
14. SURVEYOR'S FAX: 954-783-6754.
15. SURVEYOR'S EMAIL: shai@sdadrotos.com.
16. SURVEYOR'S WEBSITE: www.sdadrotos.com.
17. SURVEYOR'S SOCIAL MEDIA: Facebook, Twitter, LinkedIn.
18. SURVEYOR'S BLOG: www.sdadrotos.com/blog.
19. SURVEYOR'S YOUTUBE: www.sdadrotos.com/youtube.
20. SURVEYOR'S GITHUB: www.sdadrotos.com/github.

<p>GENERAL NOTES</p>	<p>SDA SHAI DROTOS & ASSOCIATES</p> <p>ENGINEERING SURVEYING PLANNING</p> <p>ENGINEERING AUTH. NO. 54546 SURVEYING LIC. NO. 12-006456</p> <p>3410 N. Andrews Ave. Ext. #Pompano Beach, FL 33064</p> <p>PH: 954-843-8433 • FAX: 954-783-6754</p>	<p>Vecenergy</p> <p>VEGENERGY LOGISTICS</p> <p>PORT EVERGLADES TERMINAL</p> <p>3301 S.E. 32nd ST.</p> <p>DAVIA BEACH, FL 33416</p>	<p>FOR THE FIRM BY</p> <p>VEGENERGY TERMINAL "EXHIBIT B"</p> <p>Port Everglades, Florida</p> <p>BOUNDARY & TOPOGRAPHICAL SURVEY</p> <p>PORTION OF PARCEL "A" AND ALL OF PARCEL "C"</p> <p>PHILLIPS INDUSTRIAL PARK</p> <p>SDA PROJECT NO. 1718</p> <p>DATE: 05/05/2011</p> <p>SCALE: 1"=100'</p> <p>B-3</p>
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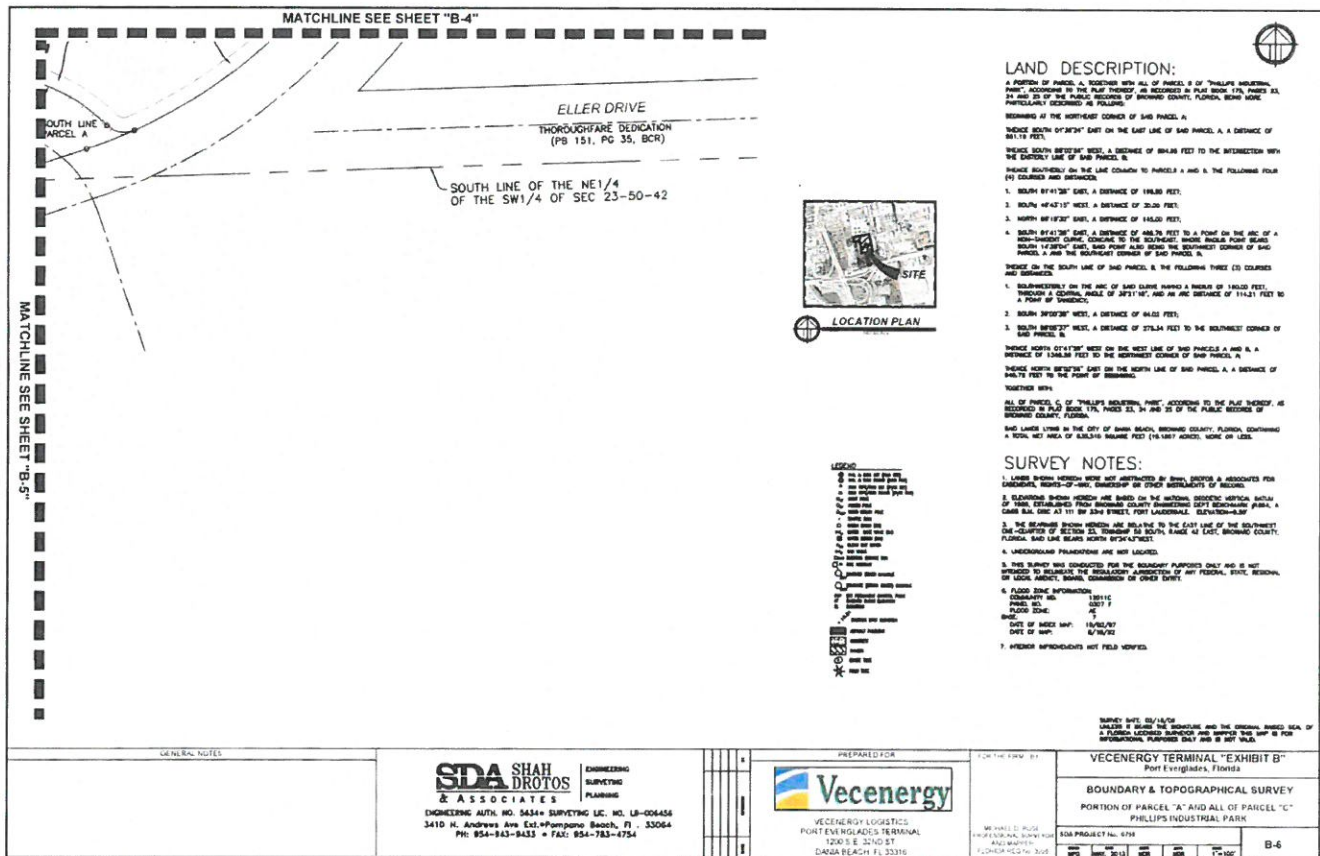
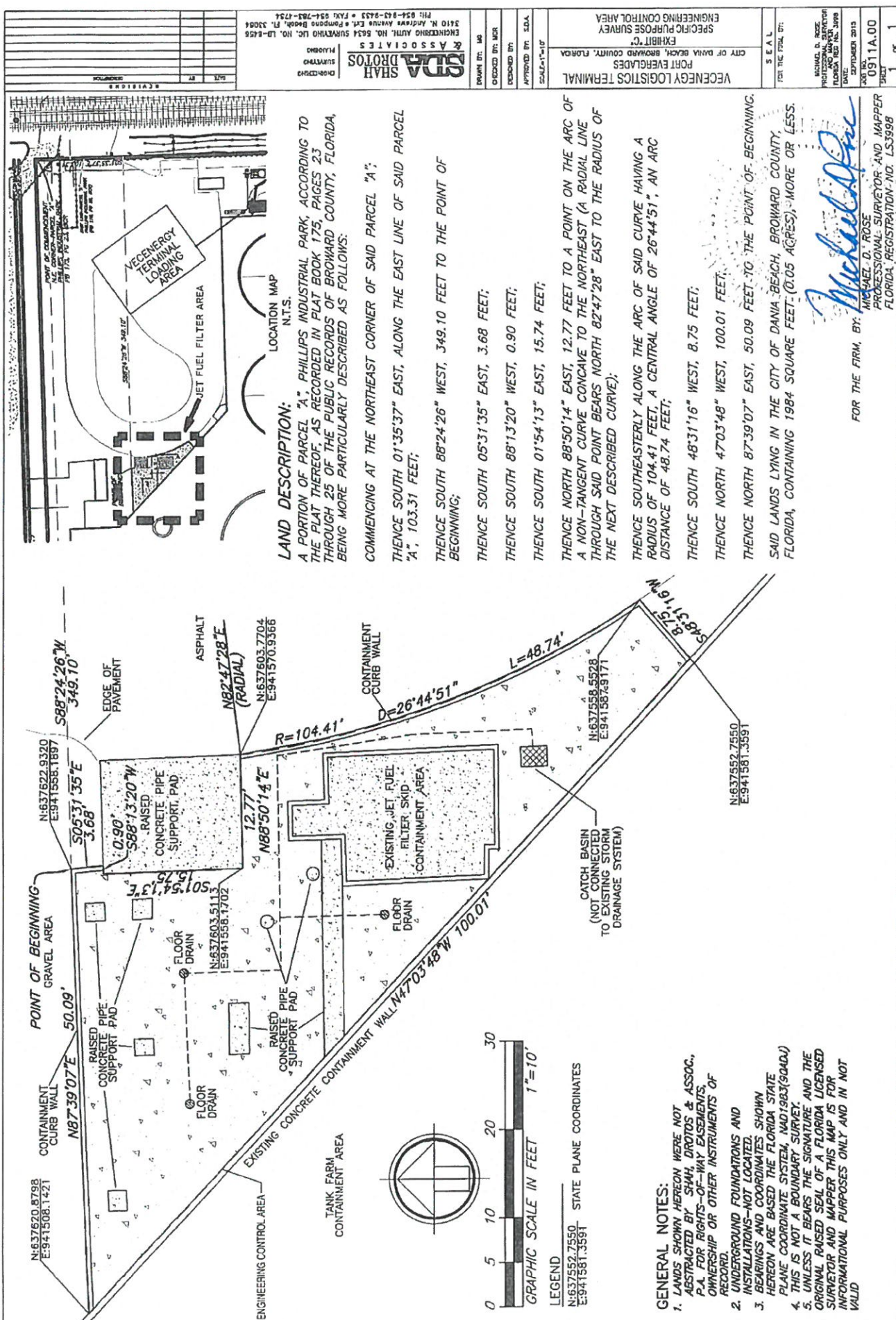


EXHIBIT C

**SPECIFIC PURPOSE SURVEY
(ANNOTATED TO DEPICT THAT PORTION OF THE PROPERTY AFFECTED
BY THE ENGINEERING CONTROLS)**



LAND DESCRIPTION:
A PORTION OF PARCEL "A", PHILLIPS INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175, PAGES 23 THROUGH 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL "A";
THENCE SOUTH 01°35'37" EAST, ALONG THE EAST LINE OF SAID PARCEL "A", 103.31 FEET;
THENCE SOUTH 88°24'26" WEST, 349.10 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 05°31'35" EAST, 3.68 FEET;
THENCE SOUTH 88°13'20" WEST, 0.90 FEET;
THENCE SOUTH 01°54'13" EAST, 15.74 FEET;
THENCE NORTH 88°50'14" EAST, 12.77 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 82°47'28" EAST TO THE RADIUS OF THE NEXT DESCRIBED CURVE);
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 104.41 FEET, A CENTRAL ANGLE OF 26°44'51", AN ARC DISTANCE OF 48.74 FEET;
THENCE SOUTH 48°31'16" WEST, 8.75 FEET;
THENCE NORTH 47°03'48" WEST, 100.01 FEET;
THENCE NORTH 87°39'07" EAST, 50.09 FEET TO THE POINT OF BEGINNING.
SAID LANDS LYING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 1984 SQUARE FEET (0.05 ACRES), MORE OR LESS.

- GENERAL NOTES:**
1. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS & ASSOC., P.A. FOR RIGHTS-OF-WAY EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
 2. UNDERGROUND FOUNDATIONS AND INSTALLATIONS—NOT LOCATED.
 3. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD1983(90ADJ).
 4. THIS IS NOT A BOUNDARY SURVEY.
 5. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IN NOT VALID

VEENERGY LOGISTICS TERMINAL
PORT EVERGLADES
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA
EXHIBIT "C"
SPECIFIC PURPOSE SURVEY
ENGINEERING CONTROL AREA

SHAH, DROTOS & ASSOC., P.A.
3410 N. ANDERSON AVENUE, SUITE 100, FT. LAUDERDALE, FL 33309
PHONE: 954-843-9433 • FAX: 954-783-7734
E-MAIL: info@sha-dr.com

FOR THE FIRM, BY: *Michael D. Rose*
MICHAEL D. ROSE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REG. NO. 3499
DATE: OCTOBER 2015
SHEET 0911A.00
1 OF 1

BROWARD DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Ft. Lauderdale, Broward County, Florida

STATE OF FLORIDA COUNTY OF BROWARD:

Before the undersigned authority personally appeared G. WILLIAMS, who on oath says that he or she is the LEGAL CLERK, of the Broward Daily Business Review f/k/a Broward Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Fort Lauderdale, in Broward County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NOTICE OF PROPOSED AGENCY ACTION - PORT EVERGLADES TERMINAL LAND, LLC

in the XXXX Court,
was published in said newspaper in the issues of

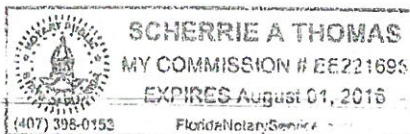
11/06/2015

Affiant further says that the said Broward Daily Business Review is a newspaper published at Fort Lauderdale, in said Broward County, Florida and that the said newspaper has heretofore been continuously published in said Broward County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Fort Lauderdale in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this
6 day of NOVEMBER, A.D. 2015

(SEAL)

G. WILLIAMS personally known to me



The Florida Department of Environmental Protection (FDEP) gives notice that it proposes to approve a No Further Action Proposal with Institutional Controls or with Engineering and Institutional Controls and issue a Site Rehabilitation Completion Order with controls for a contaminated site. PORT EVERGLADES TERMINAL LAND, LLC is seeking this order in reference to FDEP Site ID # 06/9810805 Vecenergy-Logistics Port Everglades Terminal and intends to restrict exposure to contamination in the following manner: there shall be no use of the groundwater under the property; there shall be no drilling for water conducted on the property; nor shall any wells be installed on the property other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM); for any dewatering activities on the property, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated; there shall be a cover of impermeable material over the soil in the engineering control area portion of the property; there shall be an Engineering Control Maintenance Plan; excavation and construction in the engineering control area is not prohibited provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C. (or subsequent contamination-site cleanup criteria rule(s)) and any other applicable local, state and federal requirements; and the use of the property is restricted to specified commercial uses.

Complete copies of the No Further Action Proposal, the draft restrictive covenant, and the FDEP's preliminary evaluation are available for public inspection during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday, except legal holidays at FDEP 2600 Blair Stone Road, Tallahassee, Florida 32399.

SEE ATTACHED

Local governments with jurisdiction over the property subject to the institutional control, real property owner(s) of any property subject to the institutional control, and residents of any property subject to the institutional control have 30 days from publication of this notice to provide comments to FDEP. Such comments must be sent to FDEP to Diane Pickett, P.G., Administrator, Petroleum Restoration Program, 2600 Blair Stone Road, Tallahassee, Florida 32399.

11/6

15-01/0000043306B

3
Prepared by and return to:
Cynthia C. Spall, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive
Suite 500 East Tower
West Palm Beach, FL 33401

Property Tax I.D. 5042 2329 0010

5042 2329 0011

5042 2329 0030

SPECIAL WARRANTY DEED

THIS WARRANTY DEED, made this 30th day of June, 2006, by and between CORPORATE PARK V, LTD., a Florida limited partnership ("Grantor"), and PORT EVERGLADES TERMINAL LAND, LLC, a Florida limited liability company ("Grantee"), whose address is 101 Sansbury's Way, West Palm Beach, Florida 33411.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to Grantee, its heirs, successors and assigns forever, the following described real property (the "Property"), situated in Broward County, Florida, which is more particularly described as:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO restrictions, reservations, covenants and easements relating thereto provided that this instrument shall not reimpose same; taxes for the year 2006 and years subsequent thereto; and all regulations and restrictions imposed by any governmental authorities having jurisdiction over the Property.

TO HAVE AND TO HOLD the said Property in fee simple forever, together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but none other.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed the day and year first above written.

WPB 891156 I

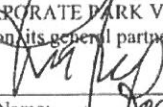
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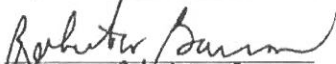
Signed, sealed and delivered
in the presence of:

CORPORATE PARK V, LTD.,
a Florida limited partnership

By: **CORPORATE PARK V, INC.,** a Florida
corporation, its general partner


Print Name: Judith W. Stoner

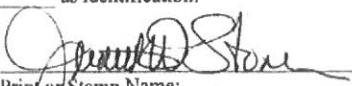
By: 
Print Name: V. Pres.
Its: V.P.

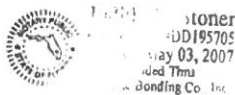

Print Name: Robert W. Burran

STATE OF FLORIDA)
)s.s.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 30th day of June, 2006, by
Rocco Ferrara as V. Pres. of **CORPORATE PARK V, INC.,** a
Florida corporation, the general partner of **CORPORATE PARK V, LTD.,** a Florida limited
partnership, on behalf of said corporation and limited partnership. He [] is personally known to
me, or [] produced _____ as identification.

(NOTARIAL SEAL)


Print or Stamp Name: _____
Notary Public - State of Florida
My commission expires: _____
Commission Number: _____



WPB 891156 1

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF CORPORATE V PROPERTY

LEGAL DESCRIPTION

A portion of Parcel A, together with all of Parcel B of "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel A;

THENCE South 01°36'24" East on the East line of said Parcel A, a distance of 551.19 feet;

THENCE South 88°02'56" West, a distance of 694.95 feet to the intersection with the Easterly line of said Parcel B;

THENCE Southerly on the line common to Parcels A and B, the following four (4) courses and distances:

1. South 01°41'28" East, a distance of 199.95 feet;
2. South 46°43'15" East, a distance of 30.00 feet;
3. North 88°18'32" East, a distance of 145.00 feet;
4. South 01°41'28" East, a distance of 469.76 feet to a point on the arc of a non-tangent curve, concave to the Southeast, whose radius point bears South 14°38'04" East, said point also being the Southwest corner of said Parcel A and the Southeast corner of said Parcel B;

THENCE on the South line of said Parcel B, the following three (3) courses and distances:

1. Southwesterly on the arc of said curve having a radius of 180.00 feet, through a central angle of 36°21'18" and an arc distance of 114.21 feet to a point of tangency;
2. South 39°00'38" West, a distance of 64.02 feet;
3. South 88°05'37" West, a distance of 278.34 feet to the Southwest corner of said Parcel B;

THENCE North 01°41'28" West on the West line of said Parcels A and B, a distance of 1348.59 feet to the Northwest corner of said Parcel A;

THENCE North 88°02'56" East on the North line of said Parcel A, a distance of 945.76 feet to the POINT OF BEGINNING.

TOGETHER WITH:

All of Parcel C, of "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida.

Said lands lying in Broward County, Florida.

WPB 890949 4

CHICAGO TITLE INSURANCE COMPANY

13800 NW 14th Street, Suite 190, Sunrise, Florida 33323

CERTIFICATE OF SEARCH OWNERSHIP & ENCUMBRANCE

File Number: 5407263 Update Reference: Port Everglades Terminal Land, LLC

Provided for: **Gunster, Yoakley & Stewart, P.A.**
Attention: Vera W. Russell
800 S.E. Monterey Commons Boulevard
Suite 200
Stuart, Florida 34996

CHICAGO TITLE INSURANCE COMPANY does hereby certify that a search of the Public Records of Broward County, Florida through and including the date of **April 27, 2016 at 6:00 a.m.** on the land described:

A portion of Parcel "A", together with all of Parcel "B", of PHILLIPS INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Parcel "A";

Thence South 01°36'24" East on the East line of said Parcel "A", a distance of 551.19 feet;

Thence South 88°02'56" West, a distance of 694.95 feet to the intersection with the Easterly line of said Parcel "B"

Thence Southerly on the line common to Parcels "A" and "B", the following four (4) courses and distances;

1. South 01°41'28" East, a distance of 199.95 feet;
2. South 46°43'15" East, a distance of 30.00 feet;
3. North 88°18'32" East, a distance of 145.00 feet;
4. South 01°41'28" East, a distance of 469.76 feet to a point on the arc of a non-tangent curve, concave to the Southeast, whose radius point bears South 14°38'04" East, said point also being the Southwest corner of said Parcel "A" and the Southeast corner of said Parcel "B";

Thence on the South line of said Parcel "B", the following three (3) courses and distances;

1. Southwesterly on the arc of said curve having a radius of 180.00 feet, through a central angle of 36°21'18" and an arc distance of 114.21 feet to a point of tangency;
2. South 39°00'38" West, a distance of 64.02 feet;
3. South 88°05'37" West, a distance of 278.34 feet to the Southwest corner of said Parcel "B";

Thence North 01°41'28" West on the West line of said Parcels "A" and "B", a distance of 1348.59 feet to the Northwest corner of said Parcel "A";

Thence North 88°02'56" East on the North line of said Parcel "A", a distance of 945.76 feet to the Point of Beginning.

Together with:

All of Parcel "C", of PHILLIPS INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida.

CERTIFICATE OF SEARCH
FILE NUMBER: 5407263 Update
PAGE 2

Folio No: 5042-2329-0010
5042-2329-0020
5042-2329-0030

That record title to the land as described and shown on the above description is in the name of:

Special Warranty Deed filed July 11, 2006, recorded in Official Records Book 42375, Page 857, from Corporate Park V, LTD., a Florida limited partnership, to Port Everglades Terminal Land, LLC, a Florida limited liability company.

The following mortgages, liens and leases identifying the captioned property remain unsatisfied or unreleased, of record in accordance to the terms exhibited on this Certificate:

<u>INSTRUMENT</u>	<u>FILED</u>	<u>BOOK/PAGE</u>
1. UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM	August 29, 2007	44549/821
2. UCC FINANCING STATEMENT AMENDMENT	March 30, 2012	48623/1345

THE FOLLOWING ITEMS ARE ADDITIONAL DOCUMENTS COVERING CAPTION PROPERTY

3. PLAT	August 8, 2005	PB 175/23
4. RIGHT OF WAY AND EASEMENT DEED	April 27, 1950	DB 691/101
5. JOINT USE ROADWAY AGREEMENT AND ROADWAY EASEMENT	October 27, 1986	13844/788
6. DECLARATION OF RESTRICTIVE COVENANT	October 20, 2003	36272/8
7. DECLARATION OF VOLUNTARY RESTRICTIVE COVENANTS	December 19, 2003	36622/877
8. AGREEMENT TO MITIGATE IMPACTS UPON LOCAL AREA OF PARTICULAR CONCERN	March 2, 2004	36995/515
9. ACCESS EASEMENT AGREEMENT	May 26, 2004	37542/1383

10. PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN PERIMETER SECURITY FENCE, ROAD, UTILITY AND DRAINAGE IMPROVEMENTS	May 27, 2004	37556/601
11. PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN PERIMETER SECURITY FENCE, ROAD, UTILITY AND DRAINAGE IMPROVEMENTS	June 1, 2004	37583/331
12. DEED OF CONSERVATION EASEMENT, DECLARATION AND AGREEMENT	November 23, 2004	38590/138
13. INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT	August 8, 2005	40242/321
14. AGENT OF RECORD FOR NOTICE OF EXPIRATION OF FINDINGS OF ADEQUACY	August 8, 2005	40242/339
15. ORDINANCE NO. 2005-53	December 29, 2005	41179/1696
16. UTILITY AND DRAINAGE EASEMENT AGREEMENT	July 18, 2006	42417/851
17. AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT	May 8, 2007	44000/1439
18. AGENT OF RECORD FOR NOTICE OF EXPIRATION OF FINDINGS OF ADEQUACY	May 8, 2007	44000/1453
19. AGENT OF RECORD FOR NOTICE OF EXPIRATION OF FINDINGS OF ADEQUACY	May 8, 2007	44000/1456
20. AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY	August 29, 2007	44549/818
21. EASEMENT	June 12, 2008	45444/964
22. NOTICE OF LIS PENDENS	January 24, 2008	45028/396

23. ORDER OF TAKING	May 9, 2008	45355/1849
24. ORDER DISBURSING FUNDS	June 5, 2008	45425/861
25. NOTICE OF DROPPING PARTY	March 12, 2010	46935/370
26. AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANT	September 16, 2008	45682/1212
27. EASEMENT	October 2, 2008	45724/1286
28. COVENANT OF UNITY OF TITLE	June 23, 2010	47166/1541
29. AMENDMENT TO AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY	December 28, 2011	48404/836
30. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT	February 24, 2015	#112827227

Name Search on the Fee Simple Title Owner only:

PORT EVERGLADES TERMINAL LAND, LLC

and found the following:

NOTHING FOUND

CERTIFICATE OF SEARCH
FILE NUMBER: 5407263 Update

CHICAGO TITLE INSURANCE COMPANY hereby certifies that the foregoing Certificate of Search was compiled by it from the Public Records of County of Broward, State of Florida, and from such other public records and sources as are herein indicated.

CONTENTS: This Certificate lists the last conveyance by deed or Certificate of Title, identifying the lands described in the caption hereof and appearing of record in the Office of the Circuit Court of Broward, Florida, recorded in said office that identify the land shown on the caption of this certificate by a land description.

This Certificate lists all mortgages, leases, notice of lis pendens, unsatisfied or unreleased of record, identifying the land described in the caption hereof and appearing of record in the Office of the Circuit Court of Broward County, Florida, including all security instruments and financing statements filed pursuant to Chapters 671 through 679 of the Florida Statutes (The Uniform Commercial Code), No search is made for security instruments, financing statements or liens that describe any land by a mailing or street address only.

This Certificate exhibits or makes reference to all orders appointing receivers or liquidators, to all Bankruptcy proceedings, Rico Lien Notices, unsatisfied Judgments decrees or orders for money, unsatisfied State and Federal Tax Liens and Warrants appearing of record in the Office of the Clerk of Circuit Court of Broward County, Florida, and in the Office of the Clerk of the United States District in and for the Southern District of Florida, Miami Division, and probate, lunacy, competency and guardianship proceedings in the Office of the County Judge of Broward County, Florida and/or Office of the Clerk of Circuit Court of Broward County, Florida, against the names, initials and abbreviations (only as listed on this certificate unless otherwise noted), within the period set opposite said names. No search is made for unsatisfied Judgments decrees or orders for money, against mortgages or other lien holders.

FORM: Determination of the regularity, validity, sufficiency, or legal effect on marketability or insurability of title to said lands of any instrument listed on this Certificate are referred to the examiner.


THERE IS EXCEPTED FROM THIS CERTIFICATE

- (1) Municipal and County Zoning Ordinances.
- (2) Incorporation papers of municipalities.
- (3) Decrees and Ordinances creating taxing and Drainage Districts.
- (4) Except on special request, information relating to Bankruptcy proceedings is limited to the showing of style and number of case and time of filing of petition and adjudication.
- (5) Information regarding delinquent and reinstated corporation and dissolved corporation as contained in report filed by Secretary of State pursuant to Chapter 14677 as amended by Chapter 16726 Acts of Florida 1931 and Chapter 16880 Acts of 1935.
- (6) Maps or plats and resolutions pertaining to flood criteria and all county water-control plan plats.
- (7) Except on special request, and unless otherwise noted, all information regarding Taxes, Tax Sales, Municipal or County liens or assessments pertaining to or affecting captioned premises.
- (8) Judgments, decrees or orders for money not filed under a Clerk's File Number and recorded in Official Records Book in the Office of the Clerk of the Circuit Court of Broward County, Florida filed subsequent to January 1, 1972.
- (9) Rico Lien Notices not filed under Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Broward County, Florida.
- (10) Except on special request and unless otherwise noted, the period covered by this certificate is limited to the thirty (30) years proceeding the date of this Certificate.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to hereto affixed at Weston, Florida, this 3rd day of May, 2016

CHICAGO TITLE INSURANCE COMPANY

By



Acceptance of this report shall evidence agreement with Company that NO INSURANCE IS TO BE ISSUED THEREON, and that in consideration of the limited charges therefore, the liability of the Company for any negligence, error or omission with respect to the contents thereof is limited to the sum of One Thousand (1,000.00). As set forth by Florida Statute 627.7843.

CHICAGO TITLE INSURANCE COMPANY

13800 NW 14th Street, Suite 190, Sunrise, Florida 33323

CERTIFICATE OF SEARCH OWNERSHIP & ENCUMBRANCE

File Number: 5407263 Reference: Port Everglades Terminal Land, LLC

Provided for: **Gunster, Yoakley & Stewart, P.A.**
Attention: Vera W. Russell
800 S.E. Monterey Commons Boulevard
Suite 200
Stuart, Florida 34996

CHICAGO TITLE INSURANCE COMPANY does hereby certify that a search of the Public Records of Broward County, Florida through and including the date of July 28, 2015 at 6:00 a.m. on the land described:

A portion of Parcel "A", together with all of Parcel "B", of PHILLIPS INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of said Parcel "A";

Thence South 01°36'24" East on the East line of said Parcel "A", a distance of 551.19 feet;

Thence South 88°02'56" West, a distance of 694.95 feet to the intersection with the Easterly line of said Parcel "B"

Thence Southerly on the line common to Parcels "A" and "B", the following four (4) courses and distances;

1. South 01°41'28" East, a distance of 199.95 feet;
2. South 46°43'15" East, a distance of 30.00 feet;
3. North 88°18'32" East, a distance of 145.00 feet;
4. South 01°41'28" East, a distance of 469.76 feet to a point on the arc of a non-tangent curve, concave to the Southeast, whose radius point bears South 14°38'04" East, said point also being the Southwest corner of said Parcel "A" and the Southeast corner of said Parcel "B";

Thence on the South line of said Parcel "B", the following three (3) courses and distances;

1. Southwesterly on the arc of said curve having a radius of 180.00 feet, through a central angle of 36°21'18" and an arc distance of 114.21 feet to a point of tangency;
2. South 39°00'38" West, a distance of 64.02 feet;
3. South 88°05'37" West, a distance of 278.34 feet to the Southwest corner of said Parcel "B";

Thence North 01°41'28" West on the West line of said Parcels "A" and "B", a distance of 1348.59 feet to the Northwest corner of said Parcel "A";

Thence North 88°02'56" East on the North line of said Parcel "A", a distance of 945.76 feet to the Point of Beginning.

Together with:

All of Parcel "C", of PHILLIPS INDUSTRIAL PARK, according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida.

Folio No: 5042-2329-0010
5042-2329-0020
5042-2329-0030

That record title to the land as described and shown on the above description is in the name of:

Special Warranty Deed filed July 11, 2006, recorded in Official Records Book 42375, Page 857, from Corporate Park V, LTD., a Florida limited partnership, to Port Everglades Terminal Land, LLC, a Florida limited liability company.

The following mortgages, liens and leases identifying the captioned property remain unsatisfied or unreleased, of record in accordance to the terms exhibited on this Certificate:

<u>INSTRUMENT</u>	<u>FILED</u>	<u>BOOK/PAGE</u>
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2. UCC FINANCING STATEMENT AMENDMENT	March 30, 2012	48623/1345

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7. DECLARATION OF VOLUNTARY RESTRICTIVE COVENANTS	December 19, 2003	36622/877
8. AGREEMENT TO MITIGATE IMPACTS UPON LOCAL AREA OF PARTICULAR CONCERN	March 2, 2004	36995/515
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11. PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN PERIMETER SECURITY FENCE, ROAD, UTILITY AND DRAINAGE IMPROVEMENTS	June 1, 2004	37583/331
12. DEED OF CONSERVATION EASEMENT, DECLARATION AND AGREEMENT	November 23, 2004	38590/138
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29. AMENDMENT TO AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY	December 28, 2011	48404/836
30. RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT	February 24, 2015	#112827227

Name Search on the Fee Simple Title Owner only:

PORT EVERGLADES TERMINAL LAND, LLC

and found the following:

NOTHING FOUND

CERTIFICATE OF SEARCH

FILE NUMBER: 5407263

CHICAGO TITLE INSURANCE COMPANY hereby certifies that the foregoing Certificate of Search was compiled by it from the Public Records of County of Broward, State of Florida, and from such other public records and sources as are herein indicated.

CONTENTS: This Certificate lists the last conveyance by deed or Certificate of Title, identifying the lands described in the caption hereof and appearing of record in the Office of the Circuit Court of Broward, Florida, recorded in said office that identify the land shown on the caption of this certificate by a land description.

This Certificate lists all mortgages, leases, notice of lis pendens, unsatisfied or unreleased of record, identifying the land described in the caption hereof and appearing of record in the Office of the Circuit of Broward County, Florida, including all security instruments and financing statements filed pursuant to Chapters 671 through 679 of the Florida Statutes (The Uniform Commercial Code), No search is made for security instruments, financing statements or liens that describe any land by a mailing or street address only.

This Certificate exhibits or makes reference to all orders appointing receivers or liquidators, to all Bankruptcy proceedings, Rico Lien Notices, unsatisfied Judgments decrees or orders for money, unsatisfied State and Federal Tax Liens and Warrants appearing of record in the Office of the Clerk of Circuit Court of Broward County, Florida, and in the Office of the Clerk of the United States District in and for the Southern District of Florida, Miami Division, and probate, lunacy, competency and guardianship proceedings in the Office of the County Judge of Broward County, Florida and/or Office of the Clerk of Circuit Court of Broward County, Florida, against the names, initials and abbreviations (only as listed on this certificate unless otherwise noted), within the period set opposite said names. No search is made for unsatisfied Judgments decrees or orders for money, against mortgages or other lien holders.

FORM: Determination of the regularity, validity, sufficiency, or legal effect on marketability or insurability of title to said lands of any instrument listed on this Certificate are referred to the examiner.


THERE IS EXCEPTED FROM THIS CERTIFICATE

- (1) Municipal and County Zoning Ordinances.
- (2) Incorporation papers of municipalities.
- (3) Decrees and Ordinances creating taxing and Drainage Districts.
- (4) Except on special request, information relating to Bankruptcy proceedings is limited to the showing of style and number of case and time of filing of petition and adjudication.
- (5) Information regarding delinquent and reinstated corporation and dissolved corporation as contained in report filed by Secretary of State pursuant to Chapter 14677 as amended by Chapter 16726 Acts of Florida 1931 and Chapter 16880 Acts of 1935.
- (6) Maps or plats and resolutions pertaining to flood criteria and all county water-control plan plats.
- (7) Except on special request, and unless otherwise noted, all information regarding Taxes, Tax Sales, Municipal or County liens or assessments pertaining to or affecting captioned premises.
- (8) Judgments, decrees or orders for money not filed under a Clerk's File Number and recorded in Official Records Book in the Office of the Clerk of the Circuit Court of Broward County, Florida filed subsequent to January 1, 1972.
- (9) Rico Lien Notices not filed under Clerk's File Number and recorded in the Official Records Book in the Office of the Clerk of the Circuit Court of Broward County, Florida.
- (10) Except on special request and unless otherwise noted, the period covered by this certificate is limited to the thirty (30) years proceeding the date of this Certificate.

IN WITNESS WHEREOF, the said company has caused these presents to be signed in its name and its Corporate Seal to hereto affixed at Weston, Florida, this 4th day of August, 2015.

CHICAGO TITLE INSURANCE COMPANY

By



Acceptance of this report shall evidence agreement with Company that NO INSURANCE IS TO BE ISSUED THEREON, and that in consideration of the limited charges therefore, the liability of the Company for any negligence, error or omission with respect to the contents thereof is limited to the sum of One Thousand (1,000.00). As set forth by Florida Statute 627.7843.

386953

DEED 691 PAGE 101

RIGHT OF WAY and EASEMENT DEED

THIS INDENTURE, made this 25th day of February, A. D. 1950, between ALICE S. SHULL, a widow, and ELIZABETH J. SHULL, a widow, of Broward County, Florida, parties of the first part, and BROWARD COUNTY PORT AUTHORITY, a public corporation, as governing body of Broward County Port District, party of the second part,

WITNESSETH

That the said parties of the first part for and in consideration of one dollar and other valuable considerations in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second part and its successors and assigns forever, a right of way and easement 50 feet in width to lay, maintain, operate, replace, change and remove any and all pipe lines for the transportation of oil, gas and/or water and/or their products, and to build, maintain, operate, replace and remove telegraph, telephone and power lines, with all incidental equipment, together with the right of ingress and egress for all purposes incidental to this grant, on, over, across and through the following described lands in Broward County, Florida, to-wit:

All that certain property lying north and west and within fifty feet of the center line of the railroad right of way heretofore granted by the parties of the first part to the party of the second part by deed dated April 30, 1936, recorded in Deed Book 520 page 495, Public Records of said county, reference to said deed being hereby made for a more particular description of the right of way and easement herein conveyed.

This conveyance is given with the express reservation with the right unto the grantors, their heirs and assigns, to also lay, maintain, replace, change and remove any and all pipe lines constructed or installed by the grantors, their heirs and assigns, at their own expense along said right of way from Port Everglades to any point or points determined along the property of said grantors, for the transportation of oil, gas and/or water and/or their products to and from the property of said grantors. Any and all pipe lines laid, maintained, or operated by said grantors, their heirs and assigns, shall be so installed or located as to not interfere with the easement hereby granted to Broward County Port Authority.

The party of the second part for itself and its successors and assigns agrees to bury all pipe lines installed on said premises and agrees that upon abandonment of the use of said property for the purposes herein mentioned for a period of ninety days, this right of way and easement shall thereupon be of no further force and effect.

IN WITNESS WHEREOF, the parties of the first part hereunto set their hands and seals on the day and year above written.

Signed, sealed and delivered
in the presence of:

R. B. Chansery
Maribel H. Alais

Alice S. Shull (SEAL)

R. B. Chansery
Maribel H. Alais

Elizabeth J. Shull (SEAL)



STATE OF FLORIDA) DEED 691 PAGE 102
COUNTY OF BROWARD)

I HEREBY CERTIFY that ALICE S. SHULL and ELIZABETH J. SHULL, to be known and known to be to be the persons described in and who executed the foregoing instrument, personally appeared before me this day and acknowledged that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal this 25th day of February, A. D. 1950.

Mabel H. Harris
Notary Public

Commission Expires: Dec. 2, 1950.



Mar 27 11 04 AM 1950

STATE OF FLORIDA
COUNTY OF BROWARD

This instrument filed for record 27
at Orlando 1950 and recorded in book 621
of Book on page 101 RECORD VERIFIED
TED CABOT, Clerk of the Circuit Court

Dorothy H. Harris

3
Prepared by and return to:
Cynthia C. Spall, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive
Suite 500 East Tower
West Palm Beach, FL 33401

Property Tax I.D. 5042 2329 0010
5042 2329 0011
5042 2329 0030

SPECIAL WARRANTY DEED

THIS WARRANTY DEED, made this 30th day of June, 2006, by and between CORPORATE PARK V, LTD., a Florida limited partnership ("Grantor"), and PORT EVERGLADES TERMINAL LAND, LLC, a Florida limited liability company ("Grantee"), whose address is 101 Sansbury's Way, West Palm Beach, Florida 33411.

WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to Grantee, its heirs, successors and assigns forever, the following described real property (the "Property"), situated in Broward County, Florida, which is more particularly described as:

See Exhibit "A" attached hereto and made a part hereof.

SUBJECT TO restrictions, reservations, covenants and easements relating thereto provided that this instrument shall not reimpose same; taxes for the year 2006 and years subsequent thereto; and all regulations and restrictions imposed by any governmental authorities having jurisdiction over the Property.

TO HAVE AND TO HOLD the said Property in fee simple forever, together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but none other.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed the day and year first above written.

WPB 891156 I

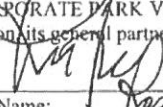
3

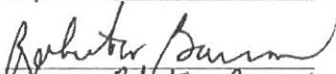
Signed, sealed and delivered
in the presence of:

CORPORATE PARK V, LTD.,
a Florida limited partnership

By: **CORPORATE PARK V, INC.,** a Florida
corporation its general partner


Print Name: Judith W. Stoner

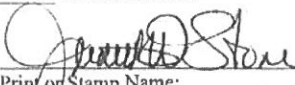
By: 
Print Name: Rocco Ferrara
Its: V.P.

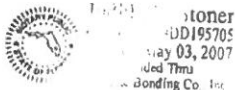

Print Name: Robert W. Burron

STATE OF FLORIDA)
) s.s.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 30th day of June, 2006, by
Rocco Ferrara as V. Pres. of **CORPORATE PARK V, INC.,** a
Florida corporation, the general partner of **CORPORATE PARK V, LTD.,** a Florida limited
partnership, on behalf of said corporation and limited partnership. He [] is personally known to
me, or [] produced _____ as identification.

(NOTARIAL SEAL)


Print or Stamp Name: _____
Notary Public - State of Florida
My commission expires: _____
Commission Number: _____



WPB 8911561

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF CORPORATE V PROPERTY

LEGAL DESCRIPTION

A portion of Parcel A, together with all of Parcel B of "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel A;

THENCE South 01°36'24" East on the East line of said Parcel A, a distance of 551.19 feet;

THENCE South 88°02'56" West, a distance of 694.95 feet to the intersection with the Easterly line of said Parcel B;

THENCE Southerly on the line common to Parcels A and B, the following four (4) courses and distances:

1. South 01°41'28" East, a distance of 199.95 feet;
2. South 46°43'15" East, a distance of 30.00 feet;
3. North 88°18'32" East, a distance of 145.00 feet;
4. South 01°41'28" East, a distance of 469.76 feet to a point on the arc of a non-tangent curve, concave to the Southeast, whose radius point bears South 14°38'04" East, said point also being the Southwest corner of said Parcel A and the Southeast corner of said Parcel B;

THENCE on the South line of said Parcel B, the following three (3) courses and distances:

1. Southwesterly on the arc of said curve having a radius of 180.00 feet, through a central angle of 36°21'18" and an arc distance of 114.21 feet to a point of tangency;
2. South 39°00'38" West, a distance of 64.02 feet;
3. South 88°05'37" West, a distance of 278.34 feet to the Southwest corner of said Parcel B;

THENCE North 01°41'28" West on the West line of said Parcels A and B, a distance of 1348.59 feet to the Northwest corner of said Parcel A;

THENCE North 88°02'56" East on the North line of said Parcel A, a distance of 945.76 feet to the POINT OF BEGINNING.

TOGETHER WITH:

All of Parcel C, of "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida.

Said lands lying in Broward County, Florida.

WPB 890949 4

2 STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Neil W. Pintock, Esq. (561) 836-4509	
B. SEND ACKNOWLEDGEMENT TO:	
Name	Neil W. Pintock, Esq.
Address	Ruden, McClosky, Smith, Schuster & Russell, P.A.
Address	222 Lakeview Avenue, Suite 800
City/State/Zip	West Palm Beach, FL 33410

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME SOUTH FLORIDA MATERIALS CORP.					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 101 Sansbury's Way		CITY West Palm Beach	STATE Florida	POSTAL CODE 33411	COUNTRY USA
1d. TAX ID# 59-2028759	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Florida	1g. ORGANIZATIONAL ID# <input checked="" type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names

2a. ORGANIZATION'S NAME					
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID# <input checked="" type="checkbox"/> NONE	

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

3a. ORGANIZATION'S NAME SUNTRUST BANK					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 515 East Las Olas Boulevard, 7 th Floor		CITY Pt. Lauderdale	STATE Florida	POSTAL CODE 33301	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit "A" and Exhibit "B" attached hereto and incorporated herein. Without limiting anything in this financing statement or the collateral covered hereby in any respect, this financing statement covers all fixtures and goods which are or become fixtures of the Debtor, whether now owned or hereafter acquired by the Debtor and all proceeds thereof, to the extent now or hereafter affixed to the real property described in Exhibit "A" attached hereto. When presented for filing in the real property records, this financing statement will serve as a fixture filing to be filed in the real property records.

5. ALTERNATE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOB
	A.G. LIEN	NON-UCC FILING	SELLER/BUYER

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

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

☒ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

STANDARD FORM - FORM UCC-1 (REV. 12/2001)

Filing Office Copy

Approved by the Secretary of State, State of Florida

WFB:324623:1

4

EXHIBIT "A"

To UCC Financing Statement

DEBTOR: South Florida Materials Corp.
SECURED PARTY: SunTrust Bank

Legal Description

A portion of Parcel A, together with all of Parcel B of "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel A;

THENCE South 01°36'24" East on the East line of said Parcel A, a distance of 551.19 feet;

THENCE South 88°02'56" West, a distance of 694.95 feet to the intersection with the Easterly line of said Parcel B;

THENCE Southerly on the line common to Parcels A and B, the following four (4) courses and distances:

1. South 01°41'28" East, a distance of 199.95 feet;
2. South 46°43'15" East, a distance of 30.00 feet;
3. North 88°18'32" East, a distance of 145.00 feet;
4. South 01°41'28" East, a distance of 469.76 feet to a point on the arc of a non-tangent curve, concave to the Southeast, whose radius point bears South 14°38'04" East, said point also being the Southwest corner of said Parcel A and the Southeast corner of said Parcel B;

THENCE on the South line of said Parcel B, the following three (3) courses and distances:

1. Southwesterly on the arc of said curve having a radius of 180.00 feet, through a central angle of 36°21'18" and an arc distance of 114.21 feet to a point of tangency;
2. South 39°00'38" West, a distance of 64.02 feet;
3. South 88°05'37" West, a distance of 278.34 feet to the Southwest corner of said Parcel B;

THENCE North 01°41'28" West on the West line of said Parcels A and B, a distance of 1348.59 feet to the Northwest corner of said Parcel A;

THENCE North 88°02'56" East on the North line of said Parcel A, a distance of 945.76 feet to the POINT OF BEGINNING.

TOGETHER WITH:

All of Parcel C, of "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida.

Said lands lying in Broward County, Florida.

WPB:324623:1

EXHIBIT "B"

To UCC Financing Statement

DEBTOR: South Florida Materials Corp.
SECURED PARTY: SunTrust Bank

Collateral

The following property of the Debtor, whether now owned or hereafter acquired by Debtor or in which Debtor has any interest (collectively, the "Collateral: (a) all Equipment; (b) all Accounts, (c) the Valero Contract; (d) all funds on deposit with or under the control of the Secured Party or its agents or correspondents; and (e) all accessions, additions or improvements to, and parts, replacements, substitutions, profits, products and cash and non-cash proceeds of, any of the foregoing (including insurance proceeds payable by reason of loss or damage thereto) in any form and wherever located. Collateral shall include, but is not limited to, all written or electronically recorded records relating to any such Collateral and other rights relating thereto; and all items listed in Exhibit 1.1.A attached hereto.

"Code" shall mean the Uniform Commercial Code, as in effect in Florida from time to time.

"Equipment" shall mean all furniture, fixtures, equipment, motor vehicles, rolling stock and other goods and tangible property of every description (except "inventory" [as defined in the Code]) and in addition includes all property included in the definition of "equipment" as used in the Code, all whether now owned or hereafter acquired by Debtor, or in which Debtor has any interest, but only to the extent now or hereafter located at, relating to, or arising out of or in connection with, the Facility (whether on real property owned by Debtor or in which Debtor has any interest pursuant to a Lease or otherwise).

"Facility" shall mean the petroleum products terminal facility to be constructed and operated by Debtor in Broward County, Florida at Port Everglades, and all accessions, additions and improvements thereto, and parts, replacements, and substitutions thereof. The Facility is and will be owned by Debtor and located on the land described in Exhibit A attached hereto (owned by Debtor's Subsidiary, Port Everglades Terminal Land LLC), leased by Debtor pursuant to the Lease.

"Lease" shall mean the Ground Lease dated August 10, 2007 between Debtor, as tenant, and Debtor's Subsidiary, Port Everglades Terminal Land LLC, as landlord, with respect to the land described on Exhibit A attached hereto, and any other lease, license, or other agreement pursuant to which Debtor now or hereafter leases, rents or otherwise uses or occupies, or stores any Collateral on, any real property at the Port Everglades, in Broward County, Florida, and any and all extensions, renewals, replacements, or other modifications of any of the foregoing

"Valero Contract" shall mean the Petroleum Products Terminating Agreement dated April 26, 2007 between Valero Marketing and Supply Company, as Customer, and Debtor, as the same may be extended, renewed, replaced or otherwise modified from time to time. Valero Contract(s) include(s) all right, title and interest of Debtor in and to the Valero Contract(s), including all "accounts", "letter-of-credit rights", "general intangibles" (including, without limitation, "payment intangibles"), "documents", "instruments", "goods", "chattel paper" (as such terms are defined in Chapter 679 of The Florida Statutes) and other tangible and intangible property, rights and privileges now or hereafter existing, arising or usable in connection with, and all modifications, renewals, extensions, supplements, substitutions, replacements, and proceeds of, any and all of the foregoing.

WPB:324623:1

EXHIBIT 1.1A

To UCC Financing Statement

DEBTOR: South Florida Materials Corp.
SECURED PARTY: SunTrust Bank

Collateral

The Collateral includes, but is not limited to, the following:

Port Everglades Terminal to include the following:

- AST product storage capacity of approximately 1,350,000 shell barrels
 - 9 each AST's- approximately 131,000 shell barrel capacity
 - 2 each AST's -approximately 84,000 shell barrel capacity
 - (floating roofs in tanks 5, 7, 8, 9, 10 and 11).
 - Additive storage totes (minimum 500 gallon) and injection equipment as required for injection of gasoline, diesel and jet fuel additives (gasoline detergent additives, lubricity, conductivity, red dye, etc.)
- 1-3 bay loading rack with each bay capable of loading all products (diesel fuel, regular no-lead gasoline, premium no-lead gasoline) simultaneously at minimum load rates of 500 GPM per load arm. One bay shall also be equipped with an 'neat' ethanol load arm capable of loading at minimum load rate of 500 GPM.
- Computerized terminal automation system to provide loading capability and terminal inventory control.
- Marine receipt system connected to SFPS manifold system at Berth 13 capable of off-loading products. A minimum of two 16" and one 12" dock lines to be installed providing for delivery of diesel, gasoline, jet fuel and ethanol.
- Measurement and proving systems for load truck rack deliveries and measurement system for pipeline deliveries. (including systems capable of providing measurement per API liquid measurement standards).
- Jet fuel filtration and treatment system to include pre-filter, coalescer, and clay filter system or their equivalent per applicable API 541 standards.
- All environmental, safety and security systems required by federal, state and local regulatory agencies.
- Ethanol tank will have blending capabilities, and the terminal will have necessary equipment for rack blending.

WPB:324823:1

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Phone (800) 331-3282 Fax (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 14012 SUNTRUST BANK	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91208-9071	32329896 FLFL FIXTURE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
107344937 BK:44549 PG:821 08/29/07 CC FL Broward

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
REAL ESTATE RECORDING

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ **CHANGE** name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b; and/or new address (if address change) in item 7c. ☐ **DELETE** name: Give record name to be deleted in item 6a or 6b. ☐ **ADD** name: Complete item 7a or 7b; and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME SOUTH FLORIDA MATERIALS CORP.				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME SUNTRUST BANK				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

32329896 Debtor Name: SOUTH FLORIDA MATERIALS CORP. 0040404120-26 7029799

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071
Glendale, CA 91208-9071 Tel: (800) 331-3282

8

UCC FINANCING STATEMENT AMENDMENT ADDENDUM
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)

107344937 BK:44549 PG:821 08/28/07 CC FL Broward

12. NAME of PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME
SUNTRUST BANK

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Description: see attached

86-405324.

JOINT USE ROADWAY AGREEMENT
AND ROADWAY EASEMENT

STATE OF FLORIDA §
COUNTY OF BROWARD § KNOW ALL PERSONS BY THESE PRESENTS:

THIS AGREEMENT entered into by and between PHILLIPS 66 COMPANY, a Delaware corporation authorized to transact business in Florida, whose mailing address is P.O. Box 1967, Houston, Texas 77251-1967 (hereinafter referred to as GRANTOR) and MOBIL OIL CORPORATION, a New York corporation authorized to transact business in Florida, whose address is 3225 Gallows Road, Fairfax, Virginia 22037-0001 (hereinafter referred to as GRANTEE).

W I T N E S S E T H :

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant unto said GRANTEE, its successors and assigns, the privilege to use that portion of a roadway located between 14th Avenue and the portion of the Phillips Pipe Line Company Terminal located on the west side of the Port Everglades Railroad Right-of-Way, said roadway being more specifically described in the following three (3) parcels:

The first parcel is located in the North 100 foot section of the NE 1/4 of the SW 1/4 of Section 23, Township 50 South, Range 42 East of the Port Everglades Railroad Right of Way owned by Phillips 66 Company as indicated in Broward County ORB 13323, Page 443.

PARCEL 1

Beginning at the center of Section 23, Township 50 South, Range 42 East in Broward County, Florida; thence Southerly along the section center line a distance of 39 feet to the place of beginning; thence Westerly parallel with and 39 feet to the Easterly boundary of the Port Everglades Railroad Right of Way; thence Southerly a distance of 22 feet along the east side of said right of way, thence Easterly parallel with and 61 feet South of the quarter section line a distance of 281.9 feet; thence Northerly along the section center line a distance of 22 feet to place of beginning.

★ GRANTEE'S ADDRESS:
PROPERTY TAXES, REAL ESTATE & CLAIMS
P. O. BOX 1967
HOUSTON, TEXAS 77001

50
This document has been filed
in Broward County for recordation
by the
Clerk of the County

25.00

OCT 27 9 29 AM '86

REC 13844 PG 788

The second parcel is described in the second paragraph of a legal description in an Indenture between Broward County Port Authority and Phillips Pipe Line Company, said indenture being dated September 7, 1955.

PARCEL 2

Commence at the center of Section 23, Township 50 South, Range 42 East, Broward County, Florida; thence Westerly along the quarter section line a distance of 281.9 feet to the East boundary of the Port Everglades Railroad Right of Way; thence Southerly along said East boundary a distance of 39 feet to the place of beginning; thence Southerly along said East boundary of the Port Everglades Railroad a distance of 22 feet; thence Westerly perpendicular to said East boundary of the Port Everglades Railroad a distance of 100 feet to the West boundary of the said Port Everglades Railroad; thence Northerly along said West boundary of the Port Everglades Railroad a distance of 22 feet; thence Easterly perpendicular to said West boundary of the Port Everglades Railroad a distance of 100 feet to the place of beginning; said lands being situated within Broward County, Florida.

* * * * *

PARCEL 3

A portion of the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of Section 23, Township 50 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

Beginning at the intersection of the North line of the Southwest one-quarter (SW 1/4) of Section 23, Township 50 South, Range 42 East and the West line of the Broward County Port Authority Right of Way and run on an assumed bearing of S01°38'24"E along the said West line of the Broward County Port Authority Right of Way for a distance of 22.43 feet; thence run N46°38'24"W for 31.54 feet; thence run N88°02'24"E along the said North line of the Southwest one-quarter (SW 1/4) for a distance of 22.30 feet to the point of the beginning, as shown on the drawing marked EXHIBIT A attached hereto and made a part hereof.

This agreement/easement is subject to the following terms and conditions:

1. GRANTEE agrees to an inspection of the roadway prior to and following the construction of the GRANTEE'S facility on abutting land. GRANTEE agrees to restore the roadway to its original condition as the condition existed prior to the construction of GRANTEE'S facility.
2. The cost of any alterations to the existing roadway, pipelines, fencing, railroad crossing, or related facilities of GRANTOR due to construction of the GRANTEE'S facility shall be borne solely by GRANTEE and shall be subject to final

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approval of GRANTOR. The obligations of GRANTEE under this § 2 shall end upon the completion of restoration as provided in § 1 herein.

3. All decisions relating to the performance of maintenance on the roadway shall be solely the right of GRANTOR.
4. Should the Broward County Port Authority, or the Port Everglades Railroad, or their agents or assigns, require (after the initial construction of the railroad crossing by GRANTEE) any upgrading of the railroad crossing or the installation of any protective devices, the GRANTEE shall pay for one-half (1/2) of said costs.
5. GRANTOR shall have the right to relocate the roadway to any other location on the GRANTOR'S property, at GRANTOR'S expense.

* * * * *

GRANTEE agrees to make an annual payment of the sum of Nine Thousand Five Hundred and 00/100 Dollars (\$9,500.00) annually in advance for the use of said Parcels 1 and 3 described above; provided, that on August 1, 1987 and on August 1 in every year thereafter the annual payment shall be redetermined by multiplying the sum of Nine Thousand Five Hundred and 00/100 Dollars (\$9,500.00) by a fraction, the numerator of such fraction being the Producers Price Index determined and published by the Bureau of Labor Statistics of the United States Department of Labor (1967 equals 100) or its successor index (hereinafter referred to as "PPI") for the calendar month of the first year of the annual payment [August 1986] and the denominator of which shall be the PPI for the month and year of the renewal of the payment [August of each subsequent year]. The payment shall be increased or decreased as of August 1 of each year; however, in no event shall the annual payment be less than the sum of Nine Thousand Five Hundred and 00/100 Dollars (\$9,500.00). The first payment of the sum of Nine Thousand Five Hundred and 00/100 Dollars (\$9,500.00) shall be made by GRANTEE to GRANTOR on or about

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August 1, 1986; subsequent annual payments shall be made on or before August 1, subject to later adjustment when the relevant PFI figures are published and known.

GRANTEE agrees to defend, indemnify, and hold harmless GRANTOR, its agents and employees, from and against any and all claims, losses, liabilities, costs or expenses (including attorney's fees) resulting from suits, demands, or other claims for damages to persons or property directly or indirectly resulting from any acts or omissions of GRANTEE, its agents and employees, in connection with the exercise of GRANTEE'S rights herein granted in Parcels 1, 2, and 3.

The rights granted herein to GRANTEE in connection with Parcels 1, 2, and 3 are granted only insofar as GRANTOR has the right to do so.

TO HAVE AND TO HOLD unto GRANTEE, its successors and assigns, for so long as used for the purposes aforesaid.

The terms and conditions of this Joint Use Roadway Agreement and Roadway Easement shall inure to and be binding upon the parties hereto, their successors and assigns.

Executed this 2nd day of September, 1986.

PHILLIPS 66 COMPANY

By: John A. Kouston
Attorney-in-Fact
John A. Kouston

Witness: Marsha Norwood
Marsha Norwood
Sandra L. Haberly
Sandra L. Haberly

ATTEST: J. W. DALGETTY
J. W. Dalgetty

MOBIL OIL CORPORATION
B. J. D'ALESSIO

By: B. J. D'Allesio
Title: ASST. CONTROLLER
AUTHORIZED OFFICER

Witness: J. B. Bagard
J. B. Bagard
D. F. Humphrey
D. F. Humphrey

SEAL
1683

This instrument was prepared by Warren H. Greene, Jr., Esq.,
Attorney-at-Law, 3225 Gallows Road, Fairfax, Virginia 22037-0001.

OFF REC 12844Pg 791

THE STATE OF OKLAHOMA
COUNTY OF WASHINGTON

§
§

BEFORE ME, Shelly M. Peyton, the under-
signed authority, a Notary Public in and for said County and
State, on this day personally appeared Gale A. Houston,
known to me to be the person whose name is subscribed to the
foregoing instrument as Attorney-in-Fact of PHILLIPS 66 COM-
PANY, a corporation, and acknowledged to me that he subscribed
the name of Phillips 66 Company thereto as principal and his
own name as Attorney-in-Fact and that the said Phillips 66
Company executed said instrument by and through him for the
purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 29th day
of September, 1986

Shelly M. Peyton
Notary Public
My commission expires: 4-4-90

STATE OF VIRGINIA
COUNTY OF FAIRFAX

§
§

I HEREBY CERTIFY that, on this date, before me, an
officer duly authorized in the State and County aforesaid to
take acknowledgements, personally appeared D. J. D'ALESSIO
and J. W. DALGETTY, who are known to me to be the
persons described in and who executed the foregoing instrument
as Asst. Controller and Assistant Secretary, respec-
tively, of MOBIL OIL CORPORATION, a corporation organized under
the laws of the State of New York. They acknowledged before me
that they executed the foregoing instrument as such officers in
the name and on behalf of the corporation, and that they also
affixed thereto the official seal of the corporation.

EXECUTED and sealed by me in the County and State named
above this 2nd day of September, 1986

Louise M. Deveney
Notary Public
My commission expires: 09-09-89

2028m



OFF 13844 Pg 792

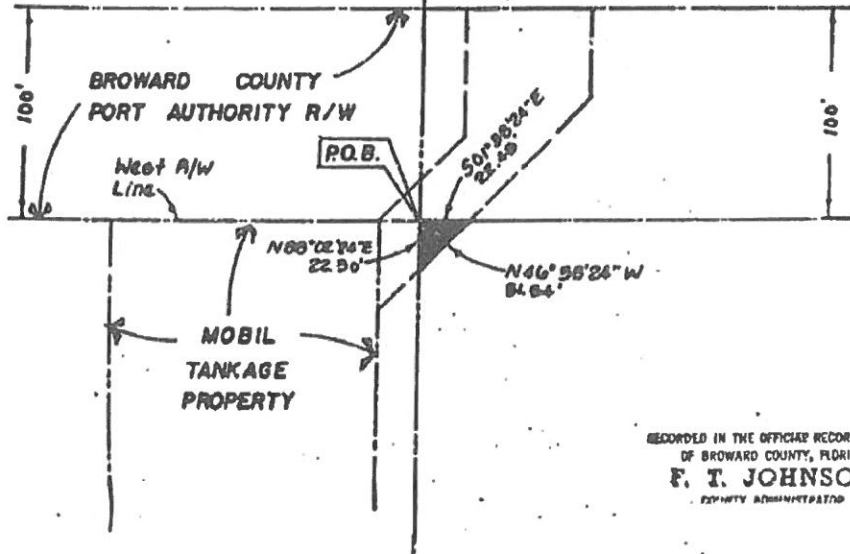
EXHIBIT A

S.E. 14th AVENUE

East Line
NE 1/4, NW 1/4, SW 1/4
Section 25-50-42

Scale: 1" = 60'

North Line
SW 1/4
Section 23-50-42



OFF 13844 PG 793

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

DATE: 3-6-86



heller · weaver and cate inc.

• engineering • land surveying • land planning • land development consultation

CORPORATE PROFESSIONAL FIRM

1000 S.W. 1st Street, Suite 200, Fort Lauderdale, FL 33301

This instrument prepared by
Kevin E. Mason, ConocoPhillips Company
P. O. Box 2197-TN 8034
Houston, TX 77252-2197
and updated by William M. Kaufman of the same address.

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 15th day of September, 2003, by ConocoPhillips Company, a Delaware corporation (hereinafter "ConocoPhillips") authorized to conduct business in the State of Florida, and the Florida Department of Environmental Protection (hereinafter "DEP").

RECITALS

A. ConocoPhillips is the fee simple owner of that certain real property situated in the County of Broward, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part thereof (hereinafter the "Property").

B. The DEP Facility Identification Number for the Property is 068838779. The facility name at the time of this Declaration is ConocoPhillips Port Everglades Terminal.

C. The discharge of petroleum products on the Property is documented in the following reports which are incorporated by reference:

- *Contamination Assessment Report (CAR)*. CH2M HILL. December 1991.
- *Contamination Assessment Report (CAR)*. *Addendum*. CH2M HILL. September 1992.
- *Contamination Assessment Report (CAR)* *Addendum No. 2*. CH2M HILL. February 1993.
- *Site Completion Report*. CH2M HILL. June 2000.
- *Second Annual Groundwater Monitoring Report*. CH2M HILL. January 21, 2003.

D. The reports noted in Recital C set forth the nature and extent of the petroleum impacted groundwater on the Property. These reports confirm that petroleum impacted

groundwater that may exceed levels defined by chapter 62-770, Florida Administrative Code, exists or may have existed on the Property. Also, these reports document that the groundwater contamination does not extend off the property, that the extent of the groundwater contamination at each source area does not exceed ¼ acre and the ground water contamination is not migrating.

E. The DEP has agreed to issue a Site Rehabilitation Completion Order with conditions (hereafter "Order") upon recordation of this declaration, and the DEP can unilaterally revoke the Order if the conditions of this declaration or of the Order are not met. Additionally, in the event concentrations of petroleum products' chemicals of concern increase above levels approved in the Order, or if a subsequent discharge occurs at the site, the Department may require site rehabilitation to reduce concentrations of contamination to the levels approved in the No Further Action Proposal or otherwise allowed by Chapter 62-770, F.A.C. The Order relating to ConocoPhillips Company, DEP facility No. 068838779, is on file with the DEP Bureau of Petroleum Storage Systems located at 2600 Blalston Road, Mail Station 4575, Tallahassee, Florida 32399-2400.

F. ConocoPhillips deems it desirable and in the best interest if all present and future owners of the Property that a NFA letter be obtained and that the Property be held subject to certain restrictions and changes, all of which are more particularly hereinafter set forth.

NOW THEREFORE, to induce the DEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the undersigned parties, ConocoPhillips Company agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. ConocoPhillips hereby imposes on the Property the following use restrictions:
 - a. There shall be no drilling for water conducted on the Property nor shall any wells be installed on the Property other than monitoring wells or other wells pre-approved by the DEP, nor any use of the groundwater. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities or ditches on the property unless pre-approved by DEP.
 - b. Excavation and construction on the Property is not prohibited provided any soil removed from the Property is properly characterized and handled or treated as may be required.
 - c. Generally, there shall be no agricultural use of the land including forestry, fishing and mining; no hotels or lodging; no recreational uses including amusement parks, parks, camps, museums, zoos, or gardens; no residential uses; and no educational uses such as elementary and secondary schools, or day care services. These prohibited uses are specifically defined by using the North American Industry Classification System, United States.

1997 (NAICS), Executive Offices of the President, Office of Management and Budget. The prohibited uses by code are: Sector 11 Agriculture, Forestry, Fishing and Hunting; Subsection 212 Mining (except Oil and Gas); Code 512132 Drive-In Motion Picture Theaters; Code 51412 Libraries and Archives; Code 53111 Lessors of Residential Buildings and Dwellings; Subsector 611 Elementary and Secondary Schools; Subsector 623; Subsector 623 Nursing and Residential Care Facilities; Subsector 624 Social Assistance; Subsector 711 Performing Arts; Spectator Sports and Related Industries; Subsector 712 Museums, Historical Sites, and Similar Institutions; Subsector 713 Amusement, Gambling, and Recreation Industries; Subsector 721 Accommodation (hotels, motels, RV parks, et.); Subsector 813 Religions, Grantmaking, Civic, Professional, and Similar Organizations; and 814 Private Households.

3. For the purpose of monitoring the restrictions contained herein, DEP or their respective successors and assigns shall have site access to the Property at reasonable times and with reasonable notice to ConocoPhillips.
4. It is the intention of ConocoPhillips that the restriction contained in this Declaration shall touch and concern the Property, run with the land and with the title to the Property, and shall apply to and be binding upon and inure to the benefit of the successors and assigns of ConocoPhillips, and to DEP, its successors and assigns, and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. This Declaration shall continue in perpetuity, unless otherwise modified in writing by ConocoPhillips and the DEP as provided in paragraph 6 hereof. These restrictions may be enforced in a court of competent jurisdiction by the DEP or its successor agency, or by any other person, firm, corporation, or governmental agency that is substantially benefited by this restriction.
5. In order to ensure the perpetual nature of these restrictions, ConocoPhillips, its successors and assigns, shall reference these restrictions in any subsequent deed of conveyance, including the recording book and page of record of this Declaration.
6. This Declaration is binding until an amendment or a release of covenant is executed by the DEP Secretary (or designee) and is recorded in the county land records. To receive prior approval from DEP to remove any requirement herein, active cleanup of the Property must resume or cleanup target levels be established pursuant to Florida Statutes and DEP rules must have been achieved. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both ConocoPhillips and the DEP or their respective successors and assigns, and be recorded by ConocoPhillips or its successor or grantee as an amendment hereto.
7. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the

validity of any other provisions thereof. All such other provisions shall continue unimpaired in full force and effect.

IN WITNESS WHEREOF, ConocoPhillips has executed this instrument, this 15 day of September, 2003.

Signed, sealed and delivered in the presence of:

Mark A. Arbi Of: Conoco Phillips

[Owner's signature]

CONOCOPHILLIPS COMPANY

Print Name: Mark A. Arbi

Its: Area Manager, RMT-R

1222 Phillips Building
Bartlesville, OK 74004

S.L. Hoelscher
Witness

Date: 9/15/03

Print Name: S.L. Hoelscher

David C. Hathaway
Witness

Date: 9/15/03

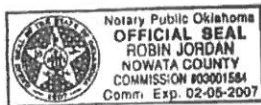
Print Name: David C. Hathaway

STATE OF OKLAHOMA (

COUNTY OF WASHINGTON (

The foregoing instrument was acknowledged before me this 15th day of September, 2003, by Mark A. Arbi.

Personally known OR Produced Identification
Type of Identification Produced _____



Robin Jordan
Signature of Notary Public

Robin Jordan
Print Name of Notary Public
Commission No. 03001584
Commission Expires 2-5-2007

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel _____

IN WITNESS WHEREOF, the Florida Department of Environmental Protection
has executed this instrument, this 26 day of August, 2003.

Signed, sealed and delivered in the presence of :

By: Michael E. Askey FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
Print Name: Michael E. Askey
Division of Waste Management, Bureau of Petroleum Storage Systems, MS, 4576,
Florida.

Witness: [Signature] Date: 8/26/03
Print Name: MATTHEW MCGOY Date: 8/26/03
Witness: [Signature] Date: 8/26/03
Print Name: JERRY KLECHAMMER Date: 8/26/03

STATE OF FLORIDA {
COUNTY OF _____ {

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by _____ as representative of the Florida Department of environmental Protection.

Personally known _____ OR Produced Identification _____
Type of Identification Produced _____

Signature of Notary Public _____

Print Name of Notary Public _____

Commission No. _____

Commission Expires _____

Exhibit A

Parcel I

All that part of the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 50 South, Range 42 East lying North and West of the Broward County Port Authority Railroad right of way and also that part of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 lying North of said Port Authority Railroad right of way, being a portion of those lands described in a Deed from Elizabeth J. Schull to Phillips Pipe Line Company dated February 7, 1963, and recorded in O.R. Book 2544, Page 594, of the Deed Records of Broward County, Florida.

Less and Except

A 0.605 acre tract of land out of the East half of the Southwest 1/4 of Section 23, Township 50 South, Range 42 East, as described in a Special Warranty Deed from Phillips Petroleum Company to the State of Florida, dated March 25, 1983.

Parcel II

The North 100 feet of that part of the Northeast 1/4 of the Southwest 1/4 of said Section 23 which lies East of the said right of way of the Broward County Port Authority Railroad, being a portion of those lands described in a Deed from Elizabeth J. Schull to Phillips Pipe Line Company dated February 7, 1963, and recorded in O.R. Book 2544, Page 594, of the Deed Records of Broward County, Florida.

**This document prepared by
and return to:**

Barbara A. Hall, Esq.
Greenberg Traurig, P.A.
401 E. Las Olas Boulevard, Suite 2000
Ft. Lauderdale, FL 33301
(954) 768-8236

DECLARATION OF VOLUNTARY RESTRICTIVE COVENANTS

THIS DECLARATION OF VOLUNTARY RESTRICTIVE COVENANTS made this
15 day of December, 2003, by CONOCOPHILLIPS COMPANY, a Delaware
corporation, whose mailing address is 600 N. Dairy Ashford, Suite 8018 TN, Houston, Texas
77079, its successors and assigns to the Property described below (the "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is the fee title owners of certain lands lying and being
in the City of Dania Beach, Broward County, Florida, which property is described in Exhibit
"A" attached hereto (the "Property") and is being platted as the Phillips Industrial Park Plat (the
"Plat"); and

WHEREAS, the Property includes an area, described in Exhibit "B" that has been
designated as a Local Area of Particular Concern (the "LAPC"); and

WHEREAS, Broward County is requiring as a condition of approval of the Plat that the
Property Owner enter into an agreement that regulates the use of the LAPC ("LAPC
Agreement"); and

WHEREAS, Broward County is requiring the City of Dania Beach ("City") to be a
party to the LAPC Agreement for the purpose of ensuring that building permits are not issued
in a manner that is inconsistent together with the LAPC Agreement; and

WHEREAS, the City as a condition of its approval of the LAPC Agreement wishes to
ensure that the wetland areas within the LAPC shall not be used in a manner that would
facilitate expansion or the operations of the Fort Lauderdale Hollywood International Airport
("Airport") or Port Everglades ("Port") by providing wetland mitigation to offset impacts to
wetlands resulting from such expansion or operations, or to offset any other wetland impacts
relating to property owned by Broward County or owned by a third party and used by Broward
County;

NOW, THEREFORE, the Property Owner hereby declares that the LAPC shall
hereafter be held, maintained, transferred, sold, conveyed and owned subject to the following
restrictive covenant:

FILED: 11/18/2015 10:22:00 AM BY: J. L. BROWN, CLERK OF THE CIRCUIT COURT IN AND FOR THE COUNTY OF BROWARD, FLORIDA

7

1. Recitations. The above recitals are true and correct and are incorporated herein by this reference.

2. Restriction. The Property Owner hereby agrees that the LAPC shall not be used as mitigation to offset wetland impacts resulting from Airport or Port operations, or any expansion of the Airport or the Port, or to offset any other wetland impacts relating to property owned by Broward County or owned by a third party and used by Broward County.

3. Covenant Running with the Land. This Declaration of Voluntary Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, at Property Owner's expense, and shall run with the land described in Exhibit "B" and be binding on all parties and all persons acquiring title to the Property.

4. Enforcement. The City, through its City Commission, is the beneficiary of this Declaration of Voluntary Restrictive Covenants, and as such, the City may enforce the terms of this Declaration. Any breach, as determined by the City, of this Declaration shall justify and allow the City to apply to any Court of law or equity having jurisdiction for an injunction or other proper relief, and if such relief be granted, the Court may, in its discretion, award to the prevailing party in any such action, the reasonable expenses in prosecuting the suit, including reasonable attorney fees and legal costs. In the event of any breach of any provisions of this Covenant, any delay or failure on the part of the City to exercise any rights, powers or remedies provided in this document shall not be construed as a waiver of them or acquiescence in them.


5. Modification and Termination. This Declaration of Restrictive Covenants may only be modified or terminated by a recorded instrument executed by the City and the Property Owner, or its successor in Title to the LAPC.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.


Signed, sealed and delivered
In the presence of:

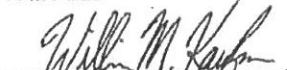
GRANTOR:

CONOCOPHILLIPS COMPANY, a
Delaware corporation



MATTHEW G. BISSON
Print Name

By: 
Name: KEVIN C. STRETZ
Title: ATTORNEY IN FACT



WILLIAM M. KAUFMAN
Print Name

HS-00111/HALLBROW/0022403/0874051_DOC/12/01/10/99902.104788

STATE OF Texas)
COUNTY OF Harris) SS:

The foregoing instrument was acknowledged before me this 15 day of December, 2003 by Kevin C. Stutz as the Attorney In Fact of CONOCOPHILLIPS COMPANY, a Delaware corporation, on behalf of the corporation. He is personally known to me.

[NOTARY



Notary: Diane K. McMinn
Print Name: Diane K. McMinn
Notary Public, State of Texas
My commission expires: July 9, 2004

EXHIBIT "A"

LEGAL DESCRIPTION:

All that part on the Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, lying North and West of the Broward County Port Authority Railroad right-of-way, and also all that part of the Northeast one-quarter (NE $\frac{1}{4}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$), of the Southwest one quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, lying North of the said Port Authority Railroad right-of-way.

LESS AND EXCEPT a 0.605 acre tract of land out the East half (E $\frac{1}{2}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, as described in Special Warranty Deed from Phillips Petroleum Company to the State of Florida dated March 25, 1983 and recorded in Official Records Book 10788, Page 384 of the Public Records of Broward County, Florida.

PARCEL 2

The North 100 feet of that part of the Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, which lies East of the said right-of-way of the Broward County Port Authority Railroad.

EXHIBIT "B"

LAND DESCRIPTION
CONSERVATION EASEMENT
STILES DEVELOPMENT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

A portion of the Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23;

THENCE South 01°41'28" East on the West line of said Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, and the West line of C.B.I. PLAT NO. 2, according to the plat thereof as recorded in Plat Book 162, Page 12 of the Public Records of Broward County, Florida, for a distance of 200.00 feet to the **POINT OF BEGINNING**;

THENCE North 88°18'32" East, a distance of 250.00 feet;

THENCE South 01°41'28" East, a distance of 550.00 feet;

THENCE South 46°43'15" East, a distance of 30.00 feet;

THENCE North 88°18'32" East, a distance of 145.00 feet;

THENCE South 01°41'28" East, a distance of 469.76 feet to the intersection with the North right-of-way line of Eller Drive as described in Official Record Book 10788, Page 385 of the Public Records of Broward County, Florida, said point being located on the arc of a non-tangent curve concave to the Southeast and from which the radius point of said curve bears South 14°38'04" East;

THENCE Southwesterly on said North right-of-way line and on the arc of said curve, having a radius of 180.00 feet, through a central angle of 36°21'20", an arc distance of 114.21 feet to a point of tangency;

THENCE South 39°00'38" West on said North right-of-way line, a distance of 64.01 feet to the intersection with the South line of said Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$), of Section 23 and North line of "PORT EVERGLADES WAREHOUSE PLAT No. 3", according to the plat thereof as recorded in Plat Book 97, page 44 of the Public Records of Broward County, Florida;;

Prepared by:
CALVIN, GIORDANO & ASSOCIATES, P.C.
1400 Eller Drive, Suite 600
Fort Lauderdale, Florida
September 28, 2009

\\Projects\30034033077 Stiles Conservation\Plat\Plat\SURVEY\Legal\Descriptions\Parcel B Stiles Development.doc

SHEET 1 OF 3 SHEETS

THENCE South 88°05'37" West on said South line of the Northeast one-quarter (NE ¼), of the Southwest one-quarter (SW ¼) of Section 23 and said North line of PORT EVERGLADES WAREHOUSE PLAT NO. 3, for a distance of 278.34 feet to the Southwest corner of said Northeast one-quarter (NE ¼) of the Southwest one-quarter (SW ¼) of Section 23;

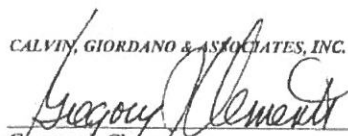
THENCE North 01°41'28" West on said West line of the Northeast one-quarter (NE ¼), of the Southwest one-quarter (SW ¼) of Section 23, the East line of said PORT EVERGLADES PLAT NO. 3, the East line of COON HOLDINGS PLAT, according to the plat thereof as recorded in Plat Book 168, Page 16 of the Public Records of Broward County, Florida and said East line of C.B.I. PLAT NO. 2, for a distance of 1148.59 feet; to the **POINT OF BEGINNING**.

Said lands lying and being in the city of City of Dania Beach, Broward County, Florida, containing 373,912 square feet (8.5838 acres) more or less.

SURVEYOR'S NOTES:

1. Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted by the Surveyor for rights-of-way, easements, ownership, or other instruments that may appear in the Public Records of Broward County, Florida.
3. Bearings shown hereon are relative to the North line of the Southwest one-quarter (SW ¼) of Section 23, Township 50 South, Range 42 East, having a bearing of North 88°02'56 East.
4. Information shown hereon does not represent a Boundary Survey.

CALVIN, GIORDANO & ASSOCIATES, INC.


Gregory J. Clements

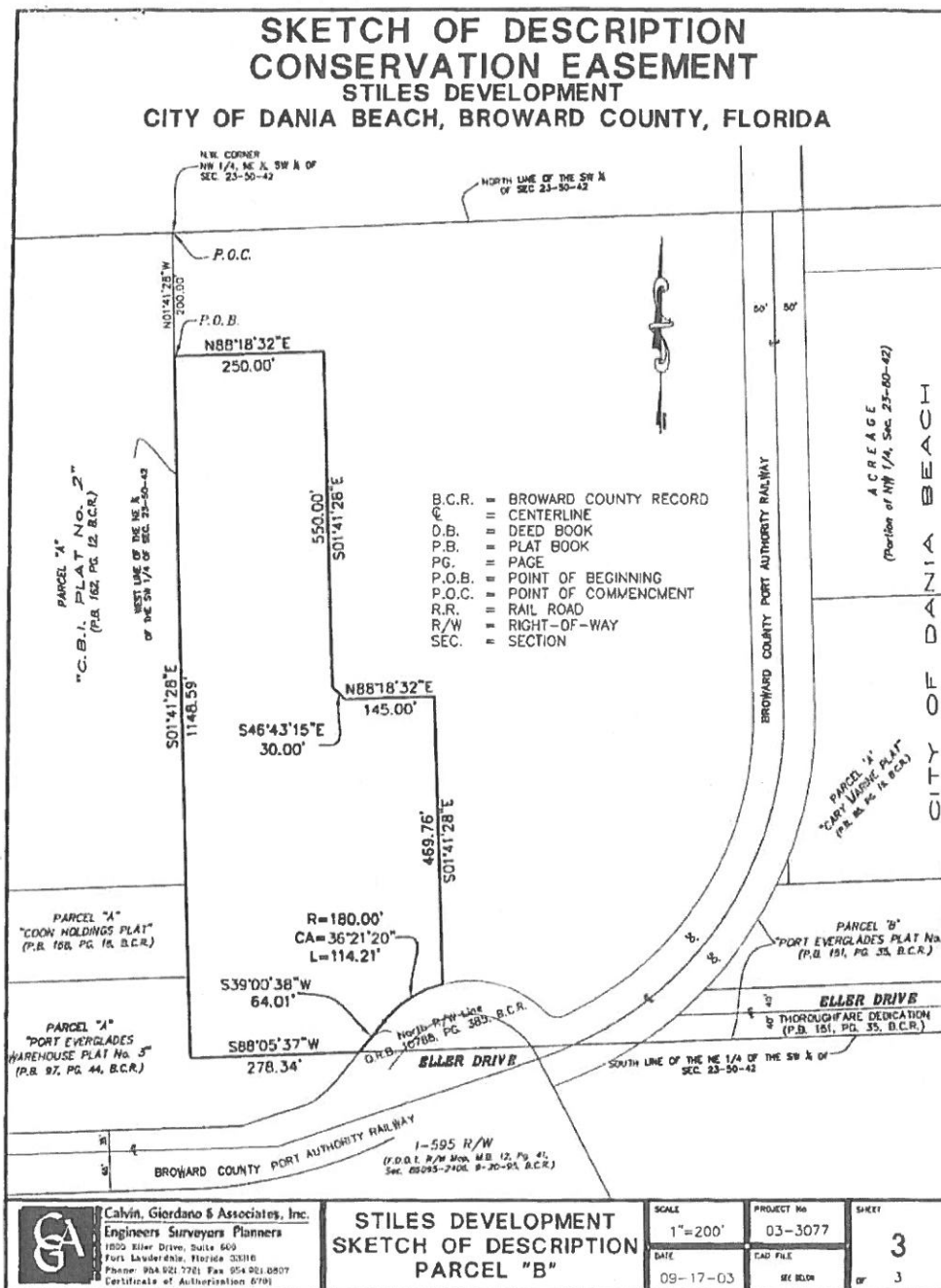
Date: _____

Professional Surveyor and Mapper
Florida Registration Number LS 4479

Prepared by:
CALVIN, GIORDANO & ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida
September 29, 2003

P:\Projects\1001033077 Stiles Cosco\Philips Plat\SURVEY\Legal\Description\Parcel B Stiles Development.doc

SHEET 2 OF 3 SHEETS



Return recorded copy to:

Development Management Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:

Stiles Development Co.
300 NE 2nd Street
Fort Lauderdale, FL 33301

AGREEMENT TO MITIGATE IMPACTS UPON LOCAL AREA OF PARTICULAR CONCERN

This is an Agreement made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

Stiles Development Company**, its successors and assigns, hereinafter referred to as "DEVELOPER",

[AND IF PROPERTY IS LOCATED WITHIN A MUNICIPALITY]

The City of Dania Beach, a municipal corporation created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, the Phillips Industrial Park Plat (Plat No. 036-MP-03), as legally described in Exhibit "A" and hereinafter referred to as the "Plat," was approved by the Board of County Commissioners of Broward County on _____, 20__; and

WHEREAS, the Plat was approved by the City (if applicable) on September 9, 2003, and

WHEREAS, certain property within the PLAT has been designated a Native Vegetative Community "Local Area of Particular Concern" ("LAPC") or an "Urban Wilderness Area," or both, by the Board of County Commissioners of Broward County; and

WHEREAS, lands designated a Native Vegetative Community, Local Area of Particular Concern or an Urban Wilderness Area, as described in the Broward County Land Use Plan, have been determined to be environmentally sensitive lands; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that plats of land including property which has been designated an LAPC or an Urban

1

* As more particularly described in Exhibit A-1, a copy of which is attached and incorporated by this reference

** Stiles Corporation doing business as Stiles Development Company

Approved 2003/3/64 #17
Submitted By Engineering
RETURN TO DOCUMENT CONTROL

15

Wilderness Area shall be developed consistent with conditions determined by the Board of County Commissioners to be necessary to preserve the environmental sensitivity of such property, as set forth in Section 5-182(j) of the Broward County Land Development Code ; and

WHEREAS, the Developer has agreed to preserve the entire extent of the LAPC within the plat in its natural state; and

WHEREAS, pursuant to Section 5-182(j)(1)e) of the Broward County Land Development Code the requirement for the preparation of Environmental Impact Report is waived subject to compliance with the specific conditions set forth in Section 5-182(j)(1)e) of the Broward County Land Development Code; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires as a condition of the issuance of a development order for the PLAT that the DEVELOPER execute and record an agreement which will ensure compliance with the requirements of Section 5-182(j)(1)e) of the Broward County Land Development Code; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions and promises hereinafter set forth, the parties do agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. DEVELOPER shall fully perform and complete the mitigation measures described in Exhibit "B," attached hereto and incorporated herein, consistent with the time frames set forth therein. If the provisions of Exhibit "B" include obligations to maintain improvements, DEVELOPER shall furnish security, in a form acceptable to the COUNTY, in an amount sufficient to insure such maintenance for the required time period.
3. The parties agree that compliance with the terms of this Agreement shall satisfy the requirement of Chapter 5, Article IX, Broward County Code of Ordinances, with respect to the Plat. Proposed developments that include all or any part of any lands designated as environmentally sensitive lands shall be developed subject to conditions determined to be necessary to reduce the impact of development on such lands. COUNTY agrees that this Agreement satisfies the requirements of the Broward County Land Development Code with respect to the protection of environmentally sensitive lands.
4. If DEVELOPER fails to perform its obligations as set forth herein, COUNTY may take any or all of the following actions to insure compliance with the Broward County Comprehensive Plan, the Land Development Code and the terms of this Agreement:

- (a) Call upon any security provided pursuant to paragraph 2 and complete the mitigation requirements;
 - (b) Withhold building permits and certificates of occupancy for development within the PLAT, or if the PLAT is located within a municipality, request the municipality issuing permits to withhold building permits and certificates of occupancy, until the DEVELOPER'S obligations are current.
 - (c) COUNTY shall be entitled to injunctions, both preliminary and final, enjoining and restraining DEVELOPER'S breach of this Agreement, specifically enjoining damage or destruction of the natural resources of the property within the PLAT.
5. If the property is located within a municipality, the parties hereto agree that, except as may otherwise be provided herein, the CITY is a party to this Agreement solely for the purpose of issuing or withholding the issuance of permits for the construction of buildings within the property subject to this Agreement and for the purpose of issuing or withholding the issuance of certificates of occupancy for buildings within the property subject to this Agreement. The parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of the DEVELOPER to strictly comply with all the requirements of the CITY's land development codes.
6. Upon DEVELOPER'S completion of the mitigation measures specified in Exhibit "B" and provision of adequate security, if required, as described in paragraph 2, and upon demonstration of such completion to the reasonable satisfaction of COUNTY, the COUNTY shall record a release in the Official Records of Broward County, Florida, indicating DEVELOPER'S compliance with the terms of this Agreement.
7. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Broward County Development Management Division
Governmental Center, Room A-240
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

For the CITY:

City of Dania Beach

100 W. Dania Beach Boulevard

Dania Beach, FL 33004

For the DEVELOPER:
Stiles Development Co.
Jason Howe

300 SE 2nd Street

Fort Lauderdale, FL 33301

8. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
9. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.
10. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
11. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

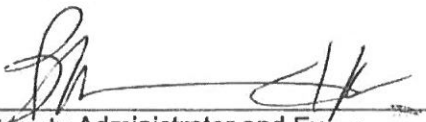
12. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
13. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
14. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
15. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
16. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

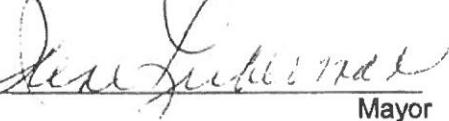
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20____; DEVELOPER/OWNER, signing by and through its DEVELOPER, duly authorized to execute same and the CITY, signing by and through its MAYOR, duly authorized to execute same.

COUNTY

ATTEST:


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

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By 
Mayor

2nd day of March, 2004

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

By 
Assistant County Attorney

22 day of January, 2004

DEVELOPER-INDIVIDUAL

Witnesses:

(Signature) _____
Print name: _____

Name of Developer (Individual)

(Signature)
Print name:

(Signature) _____
 Print name: _____
 Print address: _____

_____ day of _____, 20____

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF)
COUNTY OF) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is
 [] personally known to me, or
 [] produced identification. Type of identification produced _____.

NOTARY PUBLIC:


(Seal)

Print name: _____

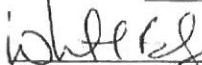
My commission expires:

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

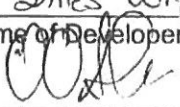

(Signature)

Print name: Deanne Pyles


(Signature)

Print name: Whitney L. Bradley

Stiles Corporation
Name of Developer (corporation/partnership)

By 
(Signature)

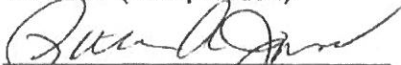
Print name: Dennis F. O'Shea

Title: Vice President

Address: 300 SE 2nd Street
Altamonte Springs, FL 33301

15th day of September, 2003

ATTEST (if corporation):


(Secretary Signature)

(CORPORATE SEAL)

Print Name of Secretary: Patricia A. Jones

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
) SS.
COUNTY OF Broward)

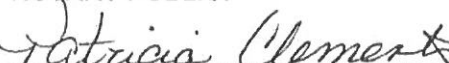
The foregoing instrument was acknowledged before me this 16 day of Sept, 2003, by Dennis O'Shea, as Vice Pres of Stiles Corp, a Florida corporation/partnership, on behalf of the corporation/ partnership. He or she is:

☒ personally known to me, or
☐ produced identification. Type of identification produced _____

(Seal)  Patricia Clements
Commission #DD215188
Expires: Jun 14, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

My commission expires:

NOTARY PUBLIC:


Print name: Patricia Clements

JOINDER BY OWNER

In consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CONOCOPHILLIPS COMPANY**, a Delaware corporation (the "Owner") hereby joins in and consents to that certain Agreement to Mitigate Impacts Upon Local Area of Particular Concern by and between Stiles Corporation d/b/a Stiles Development Company, its successors and assigns, as "DEVELOPER", Broward County, a political subdivision of the State of Florida and the City of Dania Beach, a municipal corporation created and existing under the laws of the State of Florida, to which this Joinder is attached (the "Agreement"); it being understood that the Owner is the present owner of the property within the "Plat" as more particularly described in such Agreement. The Owner further acknowledges and agrees that the Agreement shall be fully binding upon the Owner as if the Owner had executed same as the "DEVELOPER" thereunder, only until such time as the "DEVELOPER" acquires title to the property within the Plat

Executed as of this 13th day of January, 2004.

Signed, Sealed and Delivered in the presence of these witnesses:

OWNER:

CONOCOPHILLIPS COMPANY, a Delaware corporation

Witness: William M. Kenney
Print Name: William M. Kenney

By: Kevin C. Startz
Name: KEVIN C. STARTZ
Title: ATTORNEY IN FACT

Witness: Edward P. Kenney Jr
Print Name: Edward P. Kenney Jr

STATE OF TEXAS)
: ss.:
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 13th day of JANUARY, 2004 by KEVIN C. STARTZ, as ATTORNEY-IN-FACT of **CONOCOPHILLIPS COMPANY**, a Delaware corporation, who executed the foregoing instrument on behalf of said entity for the purposes therein expressed. He/She personally appeared before me and is either (✓) personally known to me or () has produced N/A as identification.

[NOTARY SEAL]



Notary: Kathy J. Praske
Print Name: Kathy J. Praske
Notary Public, State of TEXAS
My commission expires: 6/17/05

AGREEMENT TO MITIGATE IMPACTS UPON LOCAL AREA OF PARTICULAR CONCERN

CITY

WITNESSES:

Miriam Nasse

Kathy VanDusen

ATTEST:

Chloe Johnson
City Clerk

CITY of Dania Beach

By [Signature]
Mayor-Commissioner

16th day of December 2003

By [Signature]
City Manager

16th day of December, 2003

APPROVED AS TO FORM:

By [Signature]
City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

All that part on the Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, lying North and West of the Broward County Port Authority Railroad right-of-way, and also all that part of the Northeast one-quarter (NE $\frac{1}{4}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$), of the Southwest one quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, lying North of the said Port Authority Railroad right-of-way,

LESS AND EXCEPT a 0.605 acre tract of land out the East half (E $\frac{1}{2}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, as described in Special Warranty Deed from Phillips Petroleum Company to the State of Florida dated March 25, 1983 and recorded in Official Records Book 10788, Page 384 of the Public Records of Broward County, Florida.

PARCEL 2

The North 100 feet of that part of the Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, which lies East of the said right-of-way of the Broward County Port Authority Railroad.

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PAGE 02

EXHIBIT 'A-1'

**LAND DESCRIPTION
LOCAL AREA OF PARTICULAR CONCERN
STILES DEVELOPMENT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

A portion of the Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23;

THENCE South $01^{\circ}41'28''$ East on the West line of said Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, and the West line of C.B.I. PLAT NO. 2, according to the plat thereof as recorded in Plat Book 162, Page 12 of the Public Records of Broward County, Florida, for a distance of 200.00 feet to the **POINT OF BEGINNING**;

THENCE North $88^{\circ}18'32''$ East, a distance of 250.00 feet;

THENCE South $01^{\circ}41'28''$ East, a distance of 550.00 feet;

THENCE South $46^{\circ}43'15''$ East, a distance of 30.00 feet;

THENCE North $88^{\circ}18'32''$ East, a distance of 145.00 feet;

THENCE South $01^{\circ}41'28''$ East, a distance of 469.76 feet to the intersection with the North right-of-way line of Eller Drive as described in Official Record Book 10788, Page 385 of the Public Records of Broward County, Florida, said point being located on the arc of a non-tangent curve concave to the Southeast and from which the radius point of said curve bears South $14^{\circ}38'04''$ East;

THENCE Southwesterly on said North right-of-way line and on the arc of said curve, having a radius of 180.00 feet, through a central angle of $36^{\circ}21'20''$, an arc distance of 114.21 feet to a point of tangency;

THENCE South $39^{\circ}00'38''$ West on said North right-of-way line, a distance of 64.01 feet to the intersection with the South line of said Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$), of Section 23 and North line of "PORT EVERGLADES WAREHOUSE PLAT No. 3", according to the plat thereof as recorded in Plat Book 97, page 44 of the Public Records of Broward County, Florida;;

Prepared by:
CALVIN GIORDANO & ASSOCIATES, INC.
1400 Eller Drive, Suite 600
Fort Lauderdale, Florida
January 8, 2004
P:\Projects\2003\031077 Stiles ConocoPhillips Plat\SURVEY\Legal Descriptions\LOCAL AREA OF PARTICULAR CONCERN.doc

SHEET 1 OF 3 SHEETS

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CALVIN GIORDANO SURV

PAGE 03

THENCE South 88°05'37" West on said South line of the Northeast one-quarter (NE ¼), of the Southwest one-quarter (SW ¼) of Section 23 and said North line of PORT EVERGLADES WAREHOUSE PLAT NO. 3, for a distance of 278.34 feet to the Southwest corner of said Northeast one-quarter (NE ¼) of the Southwest one-quarter (SW ¼) of Section 23;

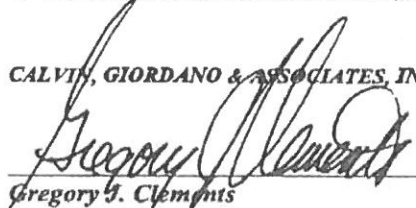
THENCE North 01°41'28" West on said West line of the Northeast one-quarter (NE ¼), of the Southwest one-quarter (SW ¼) of Section 23, the East line of said PORT EVERGLADES PLAT NO. 3, the East line of COON HOLDINGS PLAT, according to the plat thereof as recorded in Plat Book 168, Page 16 of the Public Records of Broward County, Florida and said East line of C.B.I. PLAT NO. 2, for a distance of 1148.59 feet; to the **POINT OF BEGINNING**.

Said lands lying and being in the city of City of Dania Beach, Broward County, Florida, containing 373,912 square feet (8.5838 acres) more or less.

SURVEYOR'S NOTES:

1. Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted by the Surveyor for rights-of-way, easements, ownership, or other instruments that may appear in the Public Records of Broward County, Florida.
3. Bearings shown hereon are relative to the North line of the Southwest one-quarter (SW ¼) of Section 23, Township 50 South, Range 42 East, having a bearing of North 88°02'56 East.
4. Information shown hereon does not represent a Boundary Survey.

CALVIN, GIORDANO & ASSOCIATES, INC.


 Gregory J. Clements

Date: 1-8-04

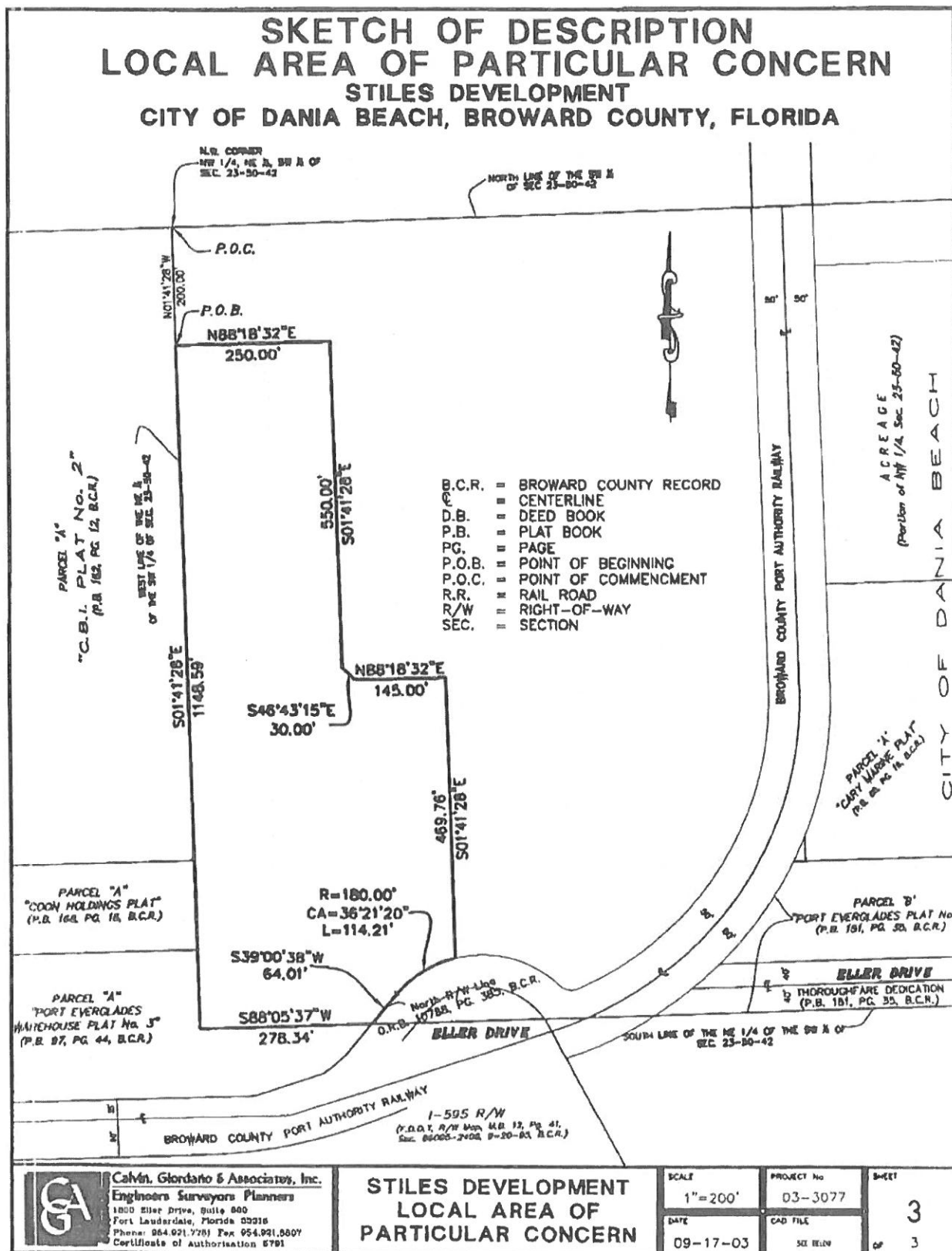
Professional Surveyor and Mapper
 Florida Registration Number LS 4479

Prepared by:
 CALVIN, GIORDANO & ASSOCIATES, INC.
 1800 Eiler Drive, Suite 600
 Fort Lauderdale, Florida
 January 8, 2004
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SHEET 2 OF 3 SHEETS

CALVIN GIORDANO SURV

PAGE 04



P:\PROJECTS\2003\033077 STILES CONOCOPHILLIPS PLAT\SURVEY\SKETCH\S01-DESC-SKT-091703.DWG LAYOUT1 09-18-2003

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STILES DEVELOPMENT

0002/002

EXHIBIT "B"

MITIGATION MEASURES

- 1) The entire extent of the Local Area of Particular Concern Site within the plat shall be preserved in its natural state.
- 2) All undesirable and invasive exotic vegetation shall be removed from the site utilizing methods acceptable to County staff that provide for less than five percent (5%) area coverage by exotics. A management plan shall be approved by County staff prior to plat recordation.
- 3) All areas devoid of vegetation shall be planted pursuant to an approved plan to provide for eighty percent (80%) area coverage within three (3) years by desirable vegetation consistent with the existing native plant community.
- 4) For wetland communities, the historic hydrologic ^{regimen} regime shall be re-established or the hydrology enhanced to the greatest degree practicable.
- 5) A Conservation Easement shall be granted, in favor of Broward County, to provide for preservation and maintenance of the Local Area of Particular Concern Site, in perpetuity. The conservation easement shall be recorded in the Official Records prior to plat recordation.
- 6) This agreement shall be executed among the Developer, City, and Broward County to mitigate impacts that development on adjoining property may have upon the Local Area of Particular Concern Site. This agreement shall be recorded in the Official Records prior to plat recordation.
- 7) The Developer shall place a note on the face of the plat indicating the Official Record Book and Page Number of the recorded conservation easement and the Official Record Book and page number of this recorded mitigation agreement.
- 8) The Developer shall place a note on the face of the plat indicating that the property contains a Local Area of Particular Concern that has been designated by the Board of County Commissioners as environmentally sensitive.
- 9) The Developer shall place a note on the face of the plat indicating that the site has been designated as a Natural Resource Area by the Broward County Board of County Commissioners and any clearing activities must be in compliance with Section 5-279, Broward County Code of Ordinances and other applicable state, federal and local ordinances.
- 10) The Developer shall delineate the boundaries of the Local Area of Particular Concern Site on the plat.

This instrument
Prepared by and, following
recording will return to:
Jonathan S. Gelman, Esq.
Greenberg Traurig, P.A.
401 East Las Olas Boulevard, Suite 2000
Fort Lauderdale, FL 33301

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is made this 27th day of April, 2004, by and between the BROWARD COUNTY, a political subdivision of the State of Florida ("Grantor") and PORT PROPERTY, LTD., a Florida limited partnership and CORPORATE PARK V, LTD., a Florida limited partnership (collectively, "Grantee").

(WHEREVER USED HEREIN, THE TERMS "GRANTOR" AND "GRANTEE" INCLUDE ALL OF THE PARTIES TO THIS INSTRUMENT AND THE HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS OF INDIVIDUALS AND THE SUCCESSORS AND ASSIGNS OF CORPORATIONS OR OTHER ENTITIES.)

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Broward County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Property"); and

WHEREAS, Grantee is the owner of that certain real property located in Broward County, Florida, adjacent to the Easement Property, as more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Grantee Property"); and

WHEREAS, Grantee desires a non-exclusive easement for vehicular and pedestrian ingress and egress over the Easement Property for the benefit of the Grantee Property; and

WHEREAS, Grantor has agreed to grant the aforesaid easement to Grantee upon the terms and conditions set forth hereinbelow.

NOW, THEREFORE, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by this reference.

FILED BY: JGELMAN/AS02256v05/FWFG06_ DOC11/27/04/59902 484700

Approved BCC 4/27/04 #19

Submitted By Port Property

RETURN TO DOCUMENT CONTROL

(22)

N/C

2. Grant of Easement. Grantor hereby grants and conveys to Grantee, its tenants, contractors, employees, agents, customers, licensees and invitees and the customers, subtenants, contractors, employees, agents, licensees and invitees of such tenants (collectively, the "Permittees"), a non-exclusive perpetual easement for access, ingress and egress over, across, upon and through the Easement Property for the purpose of providing vehicular and pedestrian ingress and egress over the Easement Property to and from the Grantee Property.

3. Modification of Easement Property. It is understood and agreed that Grantor, as grantee, and Grantee, as grantor, have, on or about the date hereof, entered into that certain Perpetual Easement to Construct and Maintain Perimeter Security Fence Road, Utility and Drainage Improvements (the "Fence Easement") pursuant to which Grantee, as grantor thereunder, granted to Grantor, as grantee thereunder, easements for the construction and maintenance of certain improvements. Notwithstanding any provision herein to the contrary, Grantor and Grantee hereby covenant and agree that upon the completion of construction by Grantor of all the improvements contemplated by both Section 7 and Exhibit "B" of such Fence Easement (as evidenced by issuance of a certificate of completion from the City of Dania Beach, Florida therefor), then the boundaries of the Easement Property as described herein shall thereupon automatically (and without necessity for further action of the parties) be modified so that the property described on Exhibit "C" attached hereto and incorporated herein shall thereafter constitute the "Easement Property" hereunder for all purposes. The parties further agree that the effectiveness of this Agreement shall be conditioned upon the full execution, delivery and recording of the Fence Easement and, until the Fence Easement is fully executed, delivered and recorded, this Agreement shall not be binding upon or enforceable against the parties hereto.

4. Maintenance and Construction. All pavement, asphalt, sidewalks, curbs, dividing walls and other road surfaces and all landscaping or other aesthetic features now or hereafter located on the Easement Property (collectively, "Improvements") shall be maintained or cause to be maintained by Grantor, at Grantor's sole cost and expense, in good condition and state of repair and in compliance with applicable governmental requirements, well surfaced, striped, sightly in appearance and with all trash, debris and other obstacles removed therefrom. In that regard, in no event shall Grantor hereafter install, modify, or replace any Improvements upon the Easement Property or otherwise alter the Easement Property in any manner which would unreasonably interfere, obstruct, diminish or delay ingress and egress over the Easement Property, or any part thereof, to and from the Grantee Property. Grantee is aware of and is in agreement with the proposed installation of port security infrastructure on the Easement Property as contemplated by the Fence Easement. All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any Improvements located in the Easement Property shall be effected as expeditiously as practicable, free from any liens and in accordance with all applicable governmental requirements.

5. Indemnity. Grantee agrees to save and hold Grantor harmless from and, at Grantor's option, defend or pay for an attorney selected by Grantor subject to Grantee's reasonable approval, to defend Grantor against, and to relieve Grantor from any and all liability

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whatsoever for all claims, demands, actions, liabilities, damages, penalties, judgments, costs, and expenses, including, but not limited to, claims or demands or actions for death or personal injuries or for property damage arising out of the use or occupancy of the Easement Property by Grantee or its Permittees, or arising from any activity, work, or thing done in or about the Easement Property by Grantee or its Permittees, together with all costs, expenses, and liabilities incurred in connection with any such claim or demand or action or proceeding including, but not limited to, all reasonable attorney's fees to and through trial, appellate, administrative, and bankruptcy proceedings.

6. Use as Railroad Right-of-Way. Grantee acknowledges that the Easement Property is subject to an Agreement between Grantor and FEC dated March 24, 1985, and, as such, is used by Grantor and FEC as a railroad right-of-way and such use shall continue on a non-exclusive basis; provided, however, Grantor hereby covenants, represents and warrants to Grantee that none of the foregoing shall prevent, hinder, interfere with or limit the rights of Grantee granted hereunder or otherwise frustrate the purposes and intent of this Agreement.

7. No Discrimination. Grantee shall not unlawfully discriminate against any person in the exercise of its easement rights and obligations under this Agreement and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16¼), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used. Grantee shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16¼) in using its easement rights under this Agreement.

8. Insurance. In order to insure the indemnification obligation of Grantee contained above, Grantee shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in this paragraph (8) in accordance with the following terms and conditions. Each insurance policy shall clearly identify the foregoing indemnification as insured.

(a) Such policy or policies shall be without any deductible amount and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Grantee shall specifically protect Grantor and the Broward County Board of County Commissioners by naming Grantor and the Broward County Board of County Commissioners as additional insureds under the Comprehensive General Liability Policy only.

(b) A Comprehensive General Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations.

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- Independent contractors.
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

(c) Grantee shall furnish to Grantor Certificates of Insurance or endorsements evidencing the insurance coverages specified prior to beginning performance of work on the installation of the System

(d) Coverage is not to cease and is to remain in force (subject to cancellation notice) for so long as this Agreement shall remain in effect. All policies must be endorsed to provide Grantor with at least thirty (30) days' notice of cancellation and/or restriction, if any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

9. Enforcement. In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. Moreover, if there is a failure by either party to perform, fulfill or observe any agreement contained within this Agreement, to be performed, fulfilled or observed by it, continuing for thirty (30) days or such sooner period as is reasonably required in situations involving potential danger to the health or safety of persons in, on or about the Easement Property or any portion or part thereof, or substantial deterioration of any portion or part thereof, in each case after written notice specifying the default, the other party may, at its election, cure such failure or breach on behalf of the defaulting party. Any reasonable amount which the curing party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, upon delivery of its invoice, together with interest at the lower of (i) two percent (2%) per annum in excess of the Prime Rate from time to time published in the Wall Street Journal, Eastern Edition (or if same is no longer published, a comparable financial publication), or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure to the date of payment in full. The parties hereto agree that in the event it becomes necessary for Grantor or Grantee to defend or institute legal proceedings as a result of the failure of the other party to comply with the terms, covenants, agreements and/or conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed from the defaulting party for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees (including appellate fees) and court costs.

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10. Binding Effect. The covenants contained in this Agreement are not personal, but shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States certified mail or by United States express mail or other established overnight express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation (e.g., new party who fails to notify other party), to the person and address shown on the then current real property tax rolls of Broward County Florida:

Notices as to Grantor shall be sent to:	Broward County Port Director 1850 Eller Drive Fort Lauderdale, FL 33316
--	--

Notices as to Grantee shall be sent to:	Port Property, Ltd. Corporate Park V, Ltd. c/o Stiles Corporation 300 Southeast 2 nd Street Fort Lauderdale, Florida 33301 Attn.: Denny O'Shea
--	--

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

12. Appurtenant Easement. The Grantee Property is adjacent and contiguous to the Easement Property and the easement herein granted is for the benefit of the Grantee Property and is therefore appurtenant thereto and shall run with the land.

13. Amendment. This Agreement may not be modified, amended or terminated without the prior written approval of the then owners of the land who are benefited or burdened by the provisions of any amendment to this Agreement.

14. Waiver. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written

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waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

15. Captions. The captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

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

[signature pages follow]

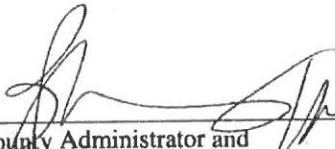
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27th day of April, 2004.

ATTEST:

GRANTOR:

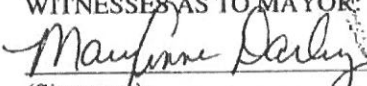
BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


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

By 
Mayor

27th day of April, 2004

WITNESSES AS TO MAYOR:

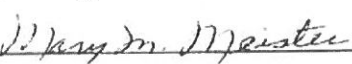

(Signature) **MARY ANNE DARBY**

(Print Name)

(Signature)

(Print Name)

Insurance requirements
approved by Broward County
Risk Management Division

By 

Approved as to form by the Office of County
Attorney for Broward County, Florida

EDWARD A. DION, County Attorney
Port Everglades Dept. of Broward County
1850 Eller Drive
Fort Lauderdale, FL 33316
Telephone; (954) 523-3404
Telecopier: (954) 523-2613

By 

Melissa P. Anderson
Assistant County Attorney

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STATE OF _____)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 27th day of April, 2004
by Hene Lieberman as Mayor for BROWARD COUNTY, a political
subdivision of the state of Florida. She personally appeared before me, is personally known to
me or produced _____ as identification.

[NOTARY SEAL]

Notary: Daphne Sewell
Print Name: _____
Notary Public, State of _____
My commission expires: _____



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WITNESSES:

Patricia Clements
(Signature) Patricia Clements
(Print Name)
Whitney L. Eversley
(Signature) Whitney L. Eversley
(Print Name)

Patricia Clements
(Signature) Patricia Clements
(Print Name)
Whitney L. Eversley
(Signature) Whitney L. Eversley
(Print Name)

GRANTEE:

**PORT PROPERTY, LTD., a Florida
limited partnership**

By: S/PEB, Inc., a Florida corporation, its
general partner

Dennis E. O'Shea
By (Signature)
Name: Dennis E. O'Shea
Title: Vice President

**CORPORATE PARK V, LTD. a Florida
limited partnership**

By: Corporate Park V, Inc., a Florida
corporation, its general partner

Dennis F. O'Shea
By (Signature)
Name: Dennis F. O'Shea
Title: Vice President

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STATE OF Florida)
COUNTY OF Broward)SS:

The foregoing instrument was acknowledged before me this 4 day of February, 2004 by Dennis F. O'Shea as Vice President of S/PEB, INC, a Florida corporation, as general partner of PORT PROPERTY, LTD, a Florida limited partnership. He/she personally appeared before me, is/are personally known to me or produced _____ as identification.

[NOTARY SEAL]
Patricia Clements
Commission #DD215188
Expires: Jun 14, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Notary: Patricia Clements
Print Name: Patricia Clements
Notary Public, State of Florida
My commission expires: 6-14-07

STATE OF Florida)
COUNTY OF Broward)SS:

The foregoing instrument was acknowledged before me this 4 day of February, 2004 by Dennis F. O'Shea as Vice President of Corporate Park V, Inc., a Florida corporation, as general partner of CORPORATE PARK V, LTD., a Florida limited partnership. He/she personally appeared before me, is/are personally known to me or produced _____ as identification.

[NOTARY SEAL]
Patricia Clements
Commission #DD215188
Expires: Jun 14, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Notary: Patricia Clements
Print Name: Patricia Clements
Notary Public, State of Florida
My commission expires: 6-14-07

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EXHIBIT "A"

INGRESS & EGRESS EASEMENT

DESCRIPTION:

THE NORTH 100.00 FEET OF THE WEST 50.00 FEET OF THE EAST ONE-HALF (E. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, TOGETHER WITH THE NORTH 100.00 FEET OF THE EAST 50.00 FEET OF THE WEST ONE-HALF (W. 1/2) OF SAID NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 23, ALSO BEING A PORTION OF THE RIGHT-OF-WAY OF THE BROWARD COUNTY PORT AUTHORITY RAILROAD (BROWARD COUNTY PORT AUTHORITY PARCEL NO. 29) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SOUTHWEST ONE-QUARTER (SW 1/4); THENCE NORTH 88° 01' 48" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW 1/4), A DISTANCE OF 945.76 FEET TO A POINT ON THE WEST LINE OF SAID EAST 50.00 FEET, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID RAILROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88° 01' 48" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 100.00 FEET TO THE EAST LINE OF SAID WEST 50.00 FEET; THENCE SOUTH 01° 37' 32" EAST, ALONG SAID EAST LINE, ALSO BEING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID RAILROAD, A DISTANCE OF 100.00 FEET; THENCE SOUTH 88° 01' 48" WEST, ALONG THE SOUTH LINE OF SAID NORTH 100.00 FEET, A DISTANCE OF 100.00 FEET TO SAID WEST LINE; THENCE NORTH 01° 37' 32" WEST, ALONG SAID WEST LINE, ALSO BEING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;


SAID LANDS SITUATE IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAIN 10,000 SQUARE FEET (0.230 ACRES) MORE OR LESS.

THE BEARINGS REFERENCED HEREIN ARE BASE ON AN ASSUMED BEARING OF NORTH 88° 01' 48" EAST ON THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 271

 1/16/04

JON V. NOLTING
PROFESSIONAL SURVEYOR AND MAPPER NO. 4499
STATE OF FLORIDA

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

SHEET 1 OF 2
CTA JOB NO. 00-0126A
DATE: MAY 8, 2003
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CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
 3563 N.W. 53RD STREET FORT LAUDERDALE, FLORIDA 33309 (954) 739-6400
 FAX: (954) 739-6409

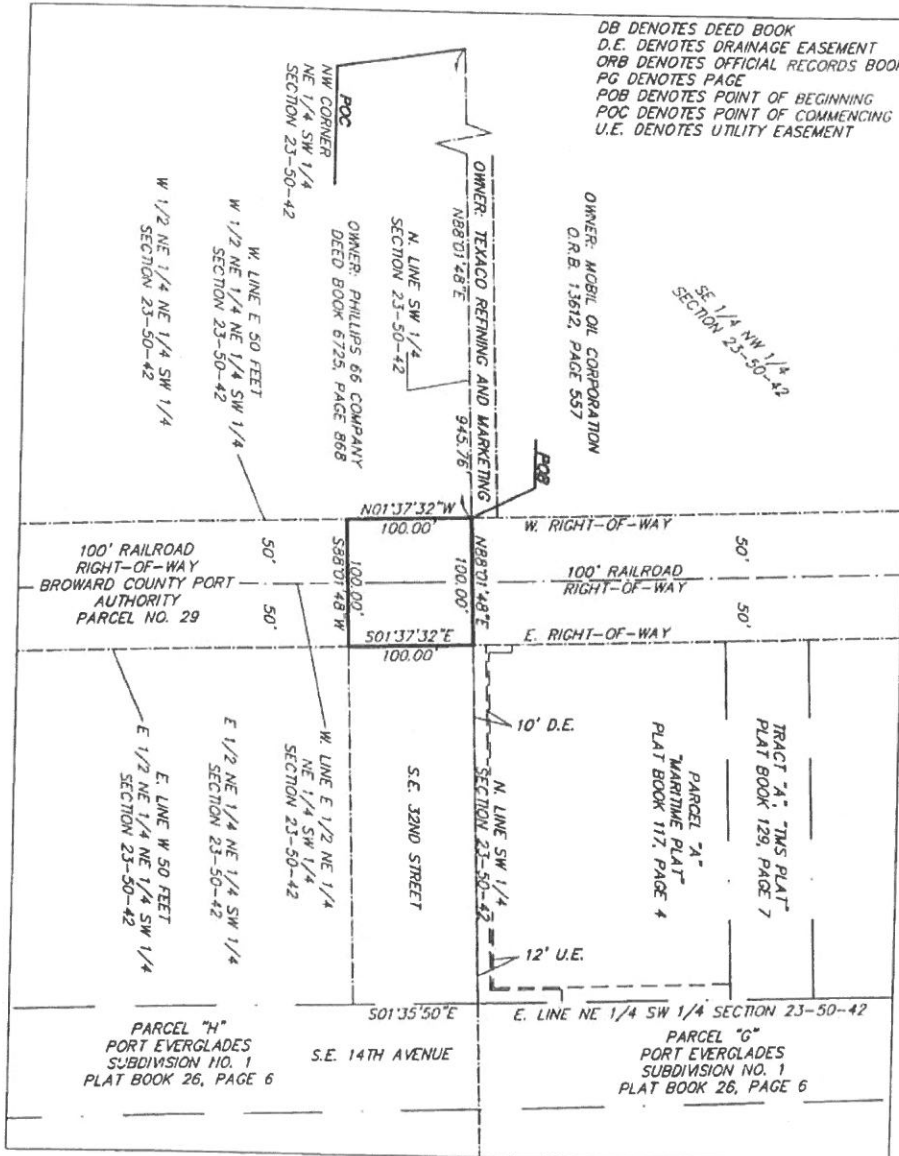
FOR: **BROW. CO. PORT EVERGLADES**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.



0 50 100
 SCALE 1"=100'

SKETCH TO ACCOMPANY DESCRIPTION
ACCESS AND UTILITY EASEMENT



ALL THE RECORDING INFORMATION HEREON CAN BE FOUND
 IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	NOTE
				NOTE: The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, wet back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification.
				NOTE: Lands shown hereon were not obstructed for right-of-way and/or easements of record.
				G: \2000\000126A\DWG\RR-I-E.DWG
JOB NO.: 00-0126A	DRAWN BY: JVN	CHECKED BY: RJY	F.B.	PG.
				DATED: 6-12-03

EXHIBIT "B"

Grantee Property

**See attached legal descriptions and sketches for Corporate Park V, Ltd. Parcel
and Port Property, Ltd. Parcel.**

FL-BROW:GELMAN\502256v06\FWFG06_DOC\1/27/04\99902 484700

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EXHIBIT "B"

LAND DESCRIPTION
CORPORATE PARK V, LTD PARCEL AT
PORT EVERGLADES
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

A portion of that part of the Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, Broward County, Florida, lying North and West of the Broward County Port Authority Railroad right-of-way, being more particularly described as follows:

BEGINNING at the Northwest corner of said Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, said point also being the Northeast corner of C.B.I. PLAT NO. 2, according to the plat thereof as recorded in Plat Book 162, Page 12 of the Public Records of Broward County, Florida;

THENCE North $88^{\circ}02'56''$ East on the North line of said Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, a distance of 647.18 feet;

THENCE South $01^{\circ}41'28''$ East, a distance of 772.82 feet to the beginning of tangent curve concave to the Northwest;

THENCE Southwesterly on the arc of said curve having a radius of 30.00 feet, through a central angle of $49^{\circ}35'43''$, an arc distance of 25.97 feet to a point of tangency;

THENCE South $47^{\circ}54'16''$ West, a distance of 190.70 feet to the beginning of tangent curve concave to the Southeast;

THENCE Southwesterly on the arc of said curve having a radius of 100.00 feet, through a central angle of $49^{\circ}35'43''$, an arc distance of 86.56 feet to a point of tangency;

THENCE South $01^{\circ}41'28''$ East, a distance of 243.91 feet to a point on the arc of a non-tangent curve concave to the South, whose radius point bears South $01^{\circ}47'32''$ East, said point also located on the Northerly right-of-way line of Eller Drive as described in Official Records Book 10788, Page 385 of the Public Records of Broward County, Florida;

THENCE Southwesterly on said Northerly right-of-way line and on the arc of said curve having a radius of 180.00 feet, through a central angle of $49^{\circ}11'52''$, an arc distance of 154.56 feet to a point of tangency;

Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
January 30, 2004

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THENCE South 39°00'38" West on said Northerly right-of-way line, a distance of 64.01 feet to the intersection with the South line of said Northeast one-quarter (NE ¼) of the Southwest one-quarter (SW ¼) of Section 23;

THENCE South 88°05'37" West on said South line, a distance of 278.34 feet to the Southwest corner of said Northeast one-quarter (NE ¼) of the Southwest one-quarter (SW ¼) of Section 23 and an angle point in the North line of PORT EVERGLADES WAREHOUSE PLAT NO. 3, according to the plat thereof as recorded in Plat Book 97, Page 44 of the Public Records of Broward County, Florida;

THENCE North 01°41'28" West on the West line of said Northeast one-quarter (NE ¼) of the Southwest one-quarter (SW ¼) of Section 23 and on the East line of said PORT EVERGLADES WAREHOUSE PLAT NO. 3 and the East line of COON HOLDINGS PLAT, according to the plat thereof as recorded in Plat Book 168, Page 16 of the Public Records of Broward County, Florida and on the East line of said C.B.I. PLAT NO. 2, a distance of 1,348.59 feet to the POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL (Parcel 2):

The North 100 feet of that part of the Northeast one-quarter (NE ¼) of the Southwest one-quarter (SW ¼) of Section 23, which lies East of the said right-of-way of the Broward County Port Authority Railroad and being more particularly described as follows:

BEGINNING at the Northeast corner of said Northeast one-quarter (NE ¼) of the Southwest one-quarter (SW ¼) of Section 23 and the Southeast corner of MARITIME PLAT, according to the plat thereof as recorded in Plat Book 117, Page 4 of the Public Records of Broward County, Florida;

THENCE South 01°34'43" East on the East line of said Northeast one-quarter (NE ¼) of the Southwest one-quarter (SW ¼) of Section 23, a distance of 100.00 feet;

THENCE South 88°02'56" West on a line 100.00 feet South of and parallel with the North line of said Northeast one-quarter (NE ¼) of the Southwest one-quarter (SW ¼) of Section 23, a distance of 281.87 feet to the intersection with the East right-of-way line of the Broward County Port Authority Railroad as described in Official Records Book 590, Page 495 of the Public Records of Broward County, Florida;

Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
January 30, 2004

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THENCE North 01°36'24" West on said East right-of-way line, a distance of 100.00 feet to the intersection with the North line of said Northeast one-quarter (NE ¼) of the Southwest one-quarter (SW ¼) of Section 23 and the Southwest corner of said MARITIME PLAT;

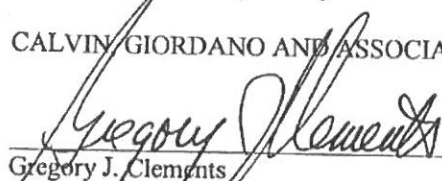
THENCE North 88°02'56" East on said North line and the South line of said MARITIME PLAT, a distance of 281.92 feet to the POINT OF BEGINNING;

Said lands lying in the City of Dania Beach, Broward County, Florida, containing a total net area of 795,976 square feet (18.273 acres), more or less.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Broward County.
3. Bearings shown hereon are relative to the East line of the Southwest one-quarter (SW ¼) of Section 23, Township 50 South, Range 42 East. Line bears North 01°34'43" West.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN GIORDANO AND ASSOCIATES, INC.

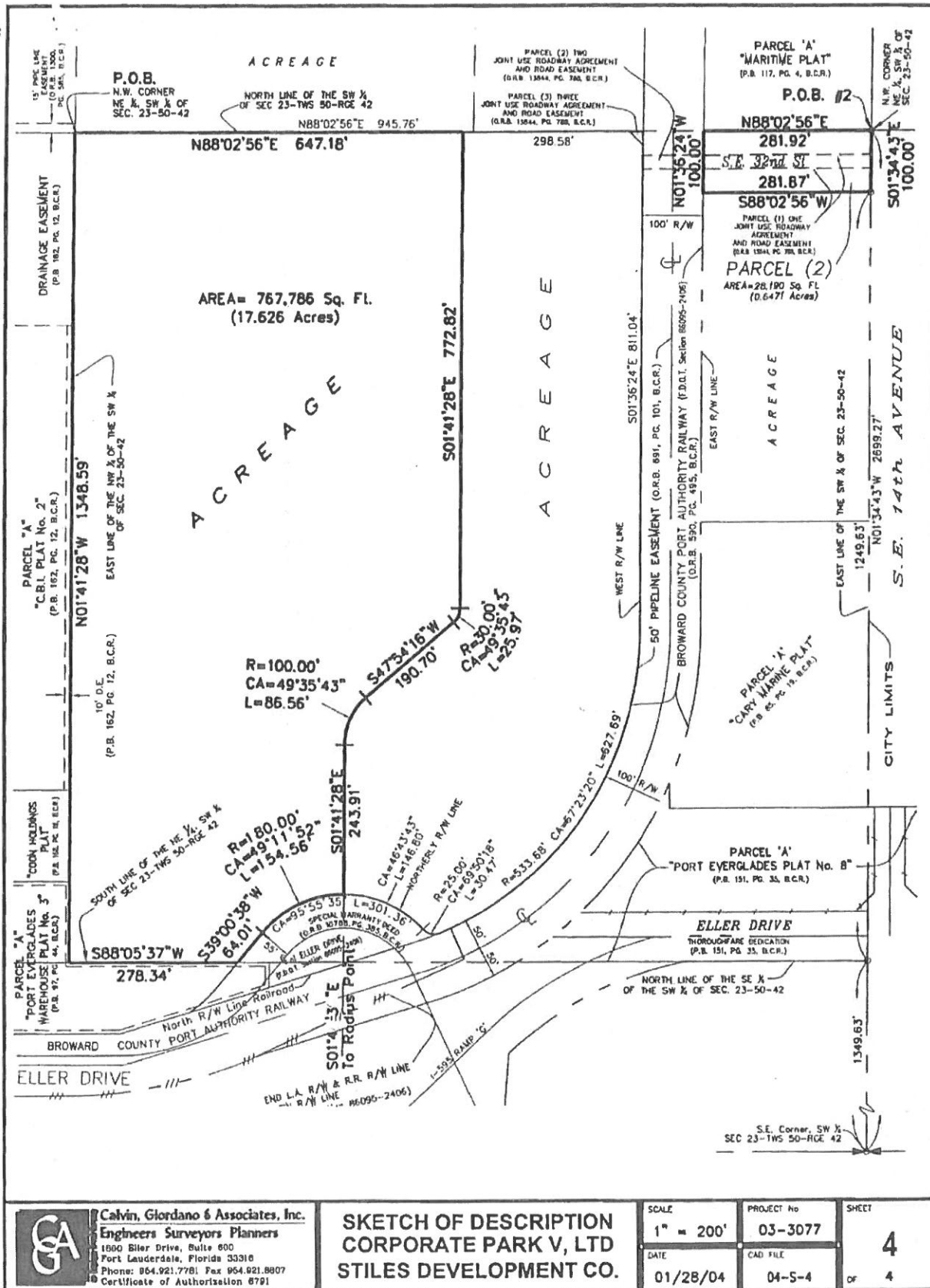

Gregory J. Clements
Professional Surveyor and Mapper
Florida Registration Number LS 4479

Date: 1-30-04

Prepared By:
CALVIN, GIORDANO AND ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
January 30, 2004

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B-4



B-5

LAND DESCRIPTION
PORT PROPERTY, LTD PARCEL AT
PORT EVERGLADES
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

A portion of that part of the Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, Broward County, Florida, lying North and West of the Broward County Port Authority Railroad right-of-way, being more particularly described as follows:

COMMENCE at the Northwest corner of said Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, said point also being the Northeast corner of C.B.I. PLAT NO. 2, according to the plat thereof as recorded in Plat Book 162, Page 12 of the Public Records of Broward County, Florida;

THENCE North $88^{\circ}02'56''$ East on the North line of said Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, a distance of 647.18 feet to the POINT OF BEGINNING;

THENCE continue North $88^{\circ}02'56''$ East on said line, a distance of 298.58 feet to the intersection with the West right-of-way line of said Broward County Port Authority Railroad as described in Official Records Book 590, Page 495 of the Public Records of Broward County;

THENCE South $01^{\circ}36'24''$ East on said West right-of-way line, a distance of 811.04 feet; to the beginning of a tangent curve concave to the Northwest;

THENCE Southwesterly on said West right-of-way line and on the arc of said curve, having a radius of 533.68 feet, through a central angle of $67^{\circ}23'20''$, an arc distance of 627.69 feet to a point of compound curve with a curve concave to the North;

THENCE Westerly on the arc of said curve, having a radius of 25.00 feet, through a central angle of $69^{\circ}50'18''$, an arc distance of 30.47 feet to a point on the arc of a non-tangent curve concave to the South, from which the radius point of said curve bears South $44^{\circ}56'11''$ West, said point being located on the Northerly right-of-way line of Eller Drive as described in Official Records Book 10788, Page 385 of the Public Records of Broward County, Florida;

THENCE Westerly on said Northerly right-of-way line and on the arc of said curve, having a radius of 180.00 feet, through a central angle of $46^{\circ}43'43''$, an arc distance of 146.80 feet to a point of non-tangency;

THENCE North $01^{\circ}41'28''$ West, a distance of 243.91 feet to the beginning of a tangent curve concave to the Southeast;

Prepared by:
CALVIN, GIORDANO & ASSOCIATES, INC
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida
January 30, 2004

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B-6

THENCE Northeasterly on the arc of said curve, having a radius of 100.00 feet, through a central angle of $49^{\circ}35'43''$, an arc distance of 86.56 feet to a point of tangency;

THENCE North $47^{\circ}54'16''$ East, a distance of 190.70 feet to the beginning of a tangent curve concave to the Northwest;

THENCE Northeasterly on the arc of said curve, having a radius of 30.00 feet, through a central angle of $49^{\circ}35'43''$, an arc distance of 25.97 feet to a point of tangency;

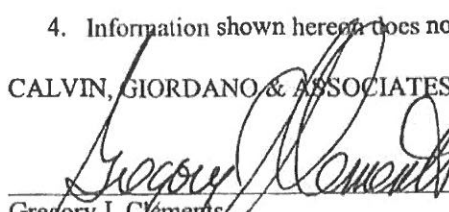
THENCE North $01^{\circ}41'28''$ West, a distance of 772.82 feet to the POINT OF BEGINNING.

Said lands lying in the City of Dania Beach, Broward County, Florida and containing 419,524 square feet (9.631 acres) more or less.

SURVEYOR'S NOTES:

1. Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted by the Surveyor for rights-of-way, easements, ownership, or other instruments that may appear in the Public Records of Broward County, Florida.
3. Bearings shown hereon are relative to the East Line of the Southwest One-Quarter (SW 1/4) of Section 23, Township 50 South, Range 42 East, Broward County, Florida. Line bears North $01^{\circ}34'43''$ West.
4. Information shown hereon does not represent a Boundary Survey.

CALVIN, GIORDANO & ASSOCIATES, INC.



Gregory J. Clements
Professional Surveyor and Mapper
Florida Registration Number LS 4479

Date: 1-30-04

Prepared by:
CALVIN, GIORDANO & ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida
January 30, 2004

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EXHIBIT "C"

INGRESS & EGRESS EASEMENT

DESCRIPTION:

A PORTION OF THE NORTH 100.00 FEET OF THE WEST 50.00 FEET OF THE EAST ONE-HALF (E. 1/2) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE NORTH 100.00 FEET OF THE EAST 50.00 FEET OF THE WEST ONE-HALF (W. 1/2) OF SAID NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 23, ALSO BEING A PORTION OF THE RIGHT-OF-WAY OF THE BROWARD COUNTY PORT AUTHORITY RAILROAD (BROWARD COUNTY PORT AUTHORITY PARCEL NO. 29) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SAID SOUTHWEST ONE-QUARTER (SW 1/4); THENCE NORTH 88° 01' 48" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW 1/4), A DISTANCE OF 945.76 FEET TO A POINT ON THE WEST LINE OF SAID EAST 50.00 FEET, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF SAID RAILROAD; THENCE SOUTH 01° 37' 32" EAST, ALONG SAID WEST LINE OF SAID WEST 50.00 FEET, ALSO BEING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 24.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46° 42' 35" EAST, A DISTANCE OF 46.82 FEET; THENCE SOUTH 01° 37' 32" EAST, A DISTANCE OF 66.85 FEET TO THE EAST LINE OF SAID WEST 50.00 FEET; THENCE SOUTH 01° 37' 32" EAST, ALONG SAID EAST LINE, ALSO BEING ALONG THE EAST RIGHT-OF-WAY LINE OF SAID RAILROAD, A DISTANCE OF 42.00 FEET; THENCE SOUTH 88° 01' 48" WEST, ALONG A LINE PARALLEL TO AND 100.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 100.00 FEET TO SAID WEST LINE; THENCE NORTH 01° 37' 32" WEST, ALONG SAID WEST LINE, ALSO BEING ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 75.26 FEET TO THE POINT OF BEGINNING.

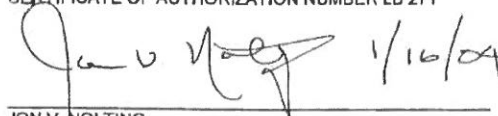
SAID LANDS SITUATE IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAIN 4,751 SQUARE FEET (0.109 ACRES) MORE OR LESS.

THE BEARINGS REFERENCED HEREIN ARE BASE ON AN ASSUMED BEARING OF NORTH 88° 01' 48" EAST ON THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 271



JON V. NOLTING
PROFESSIONAL SURVEYOR AND MAPPER NO. 4499
STATE OF FLORIDA

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

SHEET 1 OF 2
CTA JOB NO. 00-0126A
DATE: MAY 8, 2003
REVISED: October 13, 2003
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1
Return recorded document to:

Broward County Attorneys Office
Port Everglades Dept.
1850 Eller Drive, Suite 502
Fort Lauderdale, FL 33301

Prepared by:

Melissa P. Anderson, Asst. County Attorney
Broward County Attorneys Office
Port Everglades Dept.
1850 Eller Drive, Suite 502
Fort Lauderdale, FL 33301

**PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN PERIMETER
SECURITY FENCE, ROAD, UTILITY AND DRAINAGE IMPROVEMENTS**

THIS INDENTURE, made this 30th day of APRIL, 2004, between CORPORATE PARK V, LTD., a Florida limited partnership, whose post office address is 300 Southeast 2nd Street, Fort Lauderdale, Florida 33301 and PORT PROPERTY, LTD., a Florida limited partnership, whose post office address is 300 Southeast 2nd Street, Fort Lauderdale, Florida 33301 (collectively, "GRANTOR"), and BROWARD COUNTY, a political subdivision of the state of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("GRANTEE").

WHEREAS, GRANTOR is the fee simple owner of property (the "Property") situate in Broward County, Florida, which is within the jurisdictional boundaries of Port Everglades (the "Port"); and

WHEREAS, the Florida Legislature, in Florida Statutes §311.12, has recognized the necessity for security within seaports; and

WHEREAS, due to the Property's proximity to petroleum storage areas for reasons of public safety, health, and welfare, GRANTEE deems it necessary to construct and maintain a perimeter security fence, a roadway, and drainage and utility improvements consistent with general Port operations and specifically providing ingress/egress to the Exxon Mobil terminal facility from within the Port's controlled access area; and

WHEREAS, in order for GRANTEE to construct and maintain a perimeter security fence and other improvements, a construction and maintenance easement (the "Easement") must be obtained from GRANTOR; and

WHEREAS, GRANTOR is willing to grant such Easement;

NOW, THEREFORE,

1. The above recitals are true and correct and incorporated herein.

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(11)

2. The term of the Easement shall be perpetual.
3. The legal description and sketch for the Easement is attached as Exhibit "A."
4. Upon execution, the Easement shall be recorded in the Official Records of Broward County.
5. Within 30 (thirty) days following completion of construction of the perimeter security fence and other improvements GRANTEE shall provide GRANTOR with copies of "as built" drawings of the perimeter security fence and other infrastructure
6. The primary purpose of the Easement is to provide heightened security to the controlled access petroleum storage areas within Port Everglades, Florida.
7. GRANTOR hereby grants to GRANTEE a perpetual Easement to construct and maintain a perimeter security fence, a roadway, drainage and utility improvements and to demolish any existing interfering infrastructure in accordance with the plans and specifications set forth in Exhibit "B." It is understood and agreed that GRANTEE (and not GRANTOR) shall be solely and exclusively responsible for any and all costs and expenses relating to any of the work and improvements contemplated by this Easement and the Centex Rooney Agreement (RLI#092501-LS), regardless of whether such work and improvements are specifically addressed in or vary from the plans and specifications attached as Exhibit "B."
8. The full consideration for this Easement is the heightened security provided by the demolition of existing infrastructure and the construction, existence and maintenance of the new perimeter security fence, roadway and drainage and utility improvements in accordance with all federal, state and local requirements, and solely at GRANTEE's cost and expense.
9. The GRANTEE and GRANTOR agree that the value of GRANTOR's real property that is subject to the Easement is not enhanced thereby nor by the installation of the perimeter security fence and other infrastructure.
10. GRANTEE shall be responsible for obtaining all applicable building permits and permissions for the construction of the perimeter security fence and other infrastructure.
11. Upon completion of construction or any maintenance of the perimeter security fence and other infrastructure, GRANTEE's contractors shall repair any damage, ruts, depressions, erosion caused by constructing, maintaining and removing said improvements and otherwise return the Property to the condition prior to the work being performed.
12. GRANTEE shall have ingress and egress over the Property in order to exercise its rights as holder of the Easement.
13. GRANTEE shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, together with the right of ingress and egress at such points where the Easement crosses existing roads or as otherwise designated by GRANTOR over and across said Property, upon giving adequate prior notice to GRANTOR. GRANTEE shall be required to comply with GRANTOR's safety rules applicable to the operations at the Property when entering and while on said Easement and/or Property and shall

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be required from time to time to maintain, paint, repair, remove graffiti, and other obstructions that may injure said perimeter security fence and their appurtenances or interfere with the construction, operations, maintenance, repair, replacement or removal thereof.

14. All contractors engaged by GRANTEE to construct and maintain the perimeter security fence and other infrastructure shall maintain insurance as follows:

Commercial General Liability in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability. Such policy will include premises/operations, independent contractors and name GRANTOR as an additional insured.

Business auto liability in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00). Combined single limit bodily injury and property damage liability. Such policy shall insure owned, non-owned and hired vehicles.

Workers' compensation in compliance with Florida Statutes Chapter 440 as well as any applicable federal workers' compensation laws.

All policies of insurance required herein shall be evidenced by certificate(s) of insurance which provide GRANTOR with thirty (30) days' prior written notice of cancellation and/or non-renewal.

15. As the holder of the Easement, GRANTEE shall have the obligation to maintain the perimeter security fence, road, drainage and utility improvements in such a condition that it will fulfill its intended purpose and in such a way which will not impede GRANTOR's use and enjoyment of the Property. GRANTEE shall also have the obligation to alter the perimeter security fence and other infrastructure from time to time in order to stay in compliance with federal, state or local law.

16. To the extent permissible by Florida law, GRANTEE shall indemnify, defend, hold harmless and reimburse GRANTOR, its affiliates and their employees, contractors and agents for any claim relating to or arising from (i) any activity by or on behalf of the GRANTEE on GRANTOR's property or (ii) the existence of the security fence, road, drainage and utility improvements. In this context a claim includes without limit, any liability, loss, damage, cost or expense and includes without limit such for personal injury or death, property damage, environmental damage, remediation, and business loss. GRANTEE shall promptly notify GRANTOR of any damage to any property caused by GRANTEE or its contractors or invitees and shall at GRANTOR's option either promptly repair or replace or pay the cost of repairing or replacing the damaged property.

17. GRANTOR shall not damage the perimeter security fence and other infrastructure. If GRANTOR does damage the perimeter security fence and other infrastructure so that it does not fulfill its intended purpose, GRANTOR shall repair the perimeter security fence and other infrastructure at its sole expense.

18. It is understood and agreed that any right of GRANTEE herein shall be subordinate to the rights of GRANTOR and GRANTOR herein reserves the right to fully use and enjoy the surface of said Property herein above described provided such use and enjoyment shall not unreasonably interfere with the intended use of the Easement and provided further that GRANTOR shall not erect nor construct, nor permit the erection or construction of any

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structures, ponds, or other obstructions on, over or across said Easement that would unreasonably interfere with any of the rights herein granted to GRANTEE.

19. GRANTEE takes the Easement subject to any and all prior existing rights-of-way, easements, licenses, permits or leases, and rights of any third parties in possession of the surface or who own or maintain improvements thereupon, and GRANTOR reserves unto itself all of its right, title and interest in its land covered by this Easement, including the right to possess and use the same, and the right to grant additional rights-of-way and easements over, across, along and within this right-of-way and Easement, provided that such future use, possession and grants shall not unreasonably interfere with the intended purpose of the Easement. GRANTOR reserves the right to cross under said perimeter security fence and other infrastructure with any pipelines, utility or communications lines in conducting its business operations.

20. GRANTOR and GRANTEE each recognize that it is vital that both GRANTEE and GRANTOR be able to exercise their respective rights under this Easement in order to protect public health, safety and welfare and that if either refuses the other any of its rights hereunder, the remedy shall be specific performance by injunctive relief.

21. This Easement may only be modified, amended or terminated by a written instrument of equal dignity signed by GRANTOR and GRANTEE and recorded in the public records of Broward County, except as provided otherwise herein.

22. It is agreed that this grant includes all the agreements between the parties hereto regarding the subject matter of same and no representations or statements, verbal or written, have been made which modify, add to, or change the terms of this agreement. The terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

23. The Easement shall run with the land and all successors and assigns of GRANTOR shall be subject to the Easement. GRANTEE may not assign the Easement without the written consent of the GRANTOR.

24. In construing this Easement, GRANTOR and GRANTEE agree that the following principles shall be followed:

- a. no consideration shall be given to the fact or presumption that either party had a greater or lesser hand in drafting this agreement; and
- b. the word "includes" and its syntactical variants mean, "includes, but is not limited to" and corresponding syntactical variant expressions; and
- c. the plural shall be deemed to include the singular and vice versa, as applicable.

25. GRANTOR and GRANTEE each acknowledge that they each have had an adequate opportunity to review each and every provision contained in the Easement and to submit the same to legal counsel for review and comment, including expressly but without limitation the waivers and indemnities contained herein. Based on said review and consultation, the GRANTOR and GRANTEE agree with each and every term contained herein. Based on the

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foregoing, GRANTOR and GRANTEE agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this agreement.

26. Notice to GRANTOR shall be given by registered or certified US Mail to:

Corporate Park V, Ltd.
Port Property, Ltd.
c/o Stiles Corporation
300 Southeast 2nd Street
Fort Lauderdale, Florida 33301
Attn: Denny O'Shea

27. Notice to GRANTEE shall be given by registered or certified US Mail to:

Port Director
Broward County's Port Everglades Department
1850 Eller Drive
Fort Lauderdale, Florida 33316

28. It is understood and agreed that this Easement is being executed and delivered simultaneous with that certain Access Easement Agreement by and between Broward County, as grantor and Port Property, Ltd. and Corporate Park V, Ltd., as grantee (the "Access Easement"). In that regard, the parties hereby agree that the effectiveness of this Easement shall be conditioned upon the full execution, delivery and recording of the Access Easement and, until the Access Easement is fully executed, delivered and recorded, this Easement shall not be binding upon or enforceable against the parties hereto.

29. This Easement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Easement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, GRANTOR and GRANTEE have executed this Easement on the day and year first above written.

Witnesses:

GRANTOR:

CORPORATE PARK V, LTD., a Florida limited partnership

By: Corporate Park V, Inc., a Florida corporation, its general partner

By: [Signature]
(Signature) D.O'Shea
Print Name: D.O'Shea
Title: Vice President
Print Address: c/o Stiles Corporation
300 Southeast 2nd Street
Fort Lauderdale, Florida 33301
18th day of Feb. 2004

[Signature]
(Signature) Patricia Clements
Print Name: Patricia Clements
[Signature]
(Signature) Whitney L. Beverly
Print Name: Whitney L. Beverly

Witnesses:

PORT PROPERTY, LTD., a Florida limited partnership

By: S/PEB, Inc., a Florida corporation, its general partner

By: [Signature]
(Signature) D.O'Shea
Print Name: D.O'Shea
Title: Vice President
Print Address: c/o Stiles Corporation
300 Southeast 2nd Street
Fort Lauderdale, Florida 33301
18th day of Feb. 2004

[Signature]
(Signature) Patricia Clements
Print Name: Patricia Clements
[Signature]
(Signature) Whitney L. Beverly
Print Name: Whitney L. Beverly

STATE OF Florida)
) SS.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 18 day of February, 2004, by Dennis O'Shea, as V President of Corporate Park V, Inc., a Florida corporation, as general partner of CORPORATE PARK V, LTD., a Florida limited partnership. He or she is:

☒ personally known to me, or

☐ produced identification. Type of identification produced _____

(Seal)



Patricia Clements
Commission #DD215188
Expires: Jun 14, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

My commission expires:

NOTARY PUBLIC:

Patricia Clements

Print name:

Patricia Clements

STATE OF Florida)
) SS.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 18 day of February, 2004, by Dennis O'Shea, as Vice Pres of S/PEB Inc., a Florida corporation, as general partner of PORT PROPERTY, LTD., a Florida limited partnership. He or she is:

☒ personally known to me, or

☐ produced identification. Type of identification produced _____

(Seal)

My commission expires:



Patricia Clements
Commission #DD215188
Expires: Jun 14, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

Patricia Clements

Print name:

Patricia Clements

EXHIBIT "A"

DESCRIPTION:

A PORTION OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, WHICH LIES WEST OF THE RIGHT-OF-WAY OF THE BROWARD COUNTY PORT AUTHORITY RAILROAD, AND A PORTION OF THE NORTH 100 FEET OF THAT PART OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, WHICH LIES EAST OF THE RIGHT-OF-WAY OF THE BROWARD COUNTY PORT AUTHORITY RAILROAD, BEING A PORTION OF THOSE LANDS DESCRIBED IN A DEED FROM ELIZABETH J. SCHULL TO PHILLIPS PIPE LINE COMPANY DATED FEBRUARY 7, 1963, AND RECORDED IN BOOK 2544, PAGE 594 OF THE DEED RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER (N.E. 1/4); THENCE NORTH 88° 01' 48" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 915.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88° 01' 48" EAST, ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 18.38 FEET; THENCE SOUTH 46° 58' 12" EAST, A DISTANCE OF 16.13 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID BROWARD COUNTY PORT AUTHORITY RAILROAD; THENCE SOUTH 01° 37' 32" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 18.28 FEET; THENCE NORTH 46° 58' 12" WEST, A DISTANCE OF 41.97 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT SAID POINT OF BEGINNING; THENCE NORTH 88° 01' 48" EAST ALONG SAID NORTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 23, A DISTANCE OF 129.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88° 01' 48" EAST ON SAID NORTH LINE, A DISTANCE OF 281.92 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 23; THENCE SOUTH 01° 35' 50" EAST ON SAID EAST LINE, A DISTANCE OF 100.00 FEET; THENCE SOUTH 88° 01' 48" WEST, A DISTANCE OF 281.87 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BROWARD COUNTY PORT AUTHORITY RAILROAD; THENCE NORTH 01° 37' 32" WEST ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

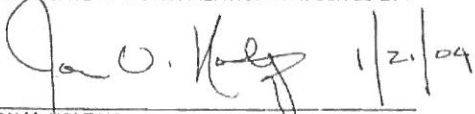
SAID LANDS SITUATE IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAIN 28,550 SQUARE FEET (0.655 ACRES) MORE OR LESS.

THE BEARINGS REFERENCED HEREIN ARE BASE ON AN ASSUMED BEARING OF NORTH 88° 01' 48" EAST ON THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-8 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

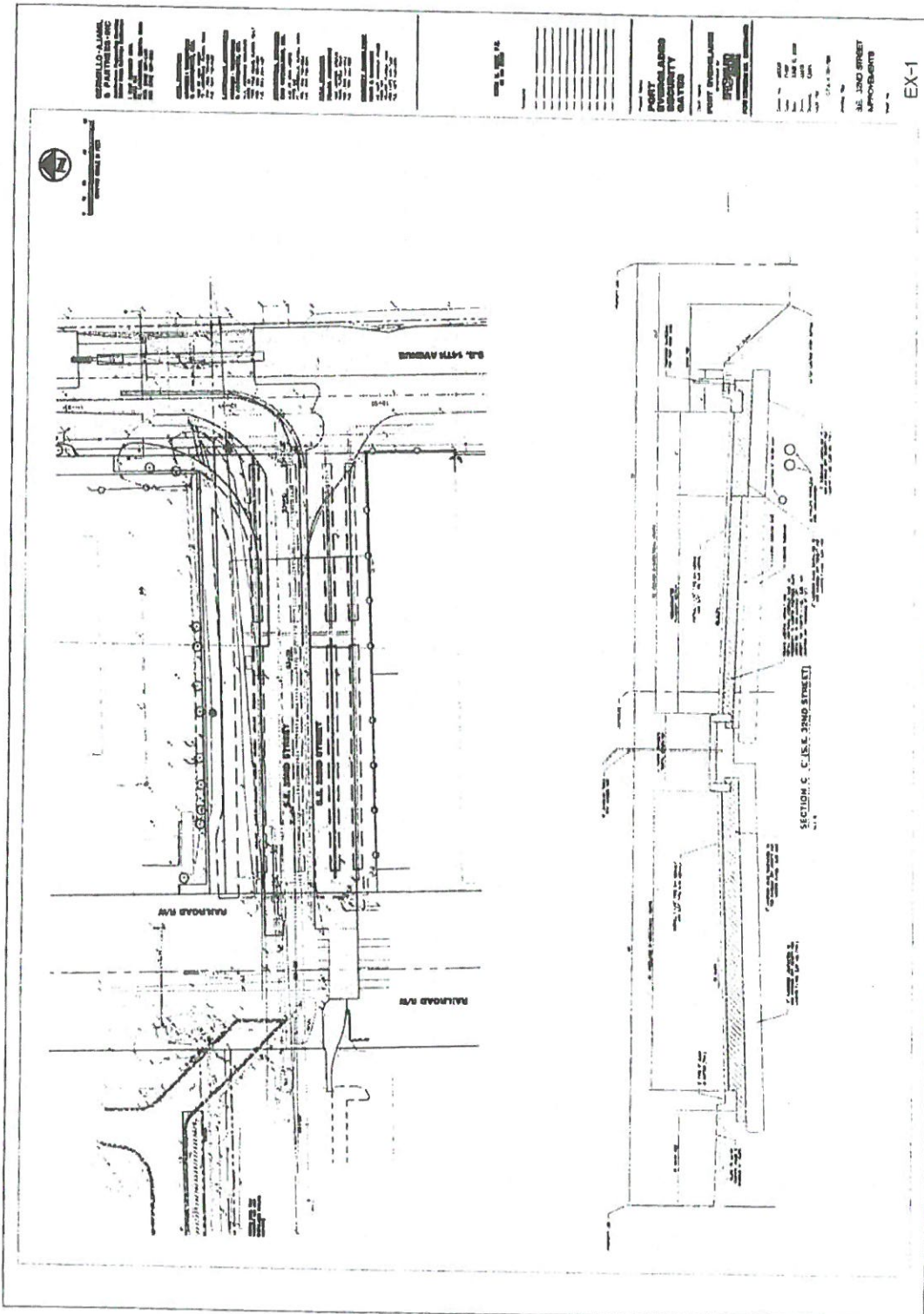
CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 271


JON V. NOLTING
PROFESSIONAL SURVEYOR AND MAPPER NO. 4499
STATE OF FLORIDA

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

SHEET 1 OF 2
CTA JOB NO. 00-0126A
DATE: November 5, 2003
N:\Clerical\OBS\2000\00-0126A\LEGAL\32ND-PHILLIPS.doc

EXHIBIT "B"



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Return recorded document to:

Broward County Attorneys Office
Port Everglades Dept.
1850 Eller Drive, Suite 502
Fort Lauderdale, FL 33301

Prepared by:

Melissa P. Anderson, Asst. County Attorney
Broward County Attorneys Office
Port Everglades Dept.
1850 Eller Drive, Suite 502
Fort Lauderdale, FL 33301

INSTR # 104036685
OR BK 37556 Pages 601 - 611
RECORDED 05/27/04 15:31:34
BROWARD COUNTY COMMISSION
DEPUTY CLERK 1033
#1, 11 Pages

**PERPETUAL EASEMENT TO CONSTRUCT AND MAINTAIN PERIMETER
SECURITY FENCE, ROAD, UTILITY AND DRAINAGE IMPROVEMENTS**

THIS INDENTURE, made this 30th day of APRIL, 2004, between CORPORATE PARK V, LTD., a Florida limited partnership, whose post office address is 300 Southeast 2nd Street, Fort Lauderdale, Florida 33301 and PORT PROPERTY, LTD., a Florida limited partnership, whose post office address is 300 Southeast 2nd Street, Fort Lauderdale, Florida 33301 (collectively, "GRANTOR"), and BROWARD COUNTY, a political subdivision of the state of Florida, whose post office address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("GRANTEE").

WHEREAS, GRANTOR is the fee simple owner of property (the "Property") situate in Broward County, Florida, which is within the jurisdictional boundaries of Port Everglades (the "Port"); and

WHEREAS, the Florida Legislature, in Florida Statutes §311.12, has recognized the necessity for security within seaports; and

WHEREAS, due to the Property's proximity to petroleum storage areas for reasons of public safety, health, and welfare, GRANTEE deems it necessary to construct and maintain a perimeter security fence, a roadway, and drainage and utility improvements consistent with general Port operations and specifically providing ingress/egress to the Exxon Mobil terminal facility from within the Port's controlled access area; and

WHEREAS, in order for GRANTEE to construct and maintain a perimeter security fence and other improvements, a construction and maintenance easement (the "Easement") must be obtained from GRANTOR; and

WHEREAS, GRANTOR is willing to grant such Easement;

NOW, THEREFORE,

1. The above recitals are true and correct and incorporated herein.

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2. The term of the Easement shall be perpetual.
3. The legal description and sketch for the Easement is attached as Exhibit "A."
4. Upon execution, the Easement shall be recorded in the Official Records of Broward County.
5. Within 30 (thirty) days following completion of construction of the perimeter security fence and other improvements GRANTEE shall provide GRANTOR with copies of "as built" drawings of the perimeter security fence and other infrastructure
6. The primary purpose of the Easement is to provide heightened security to the controlled access petroleum storage areas within Port Everglades, Florida.
7. GRANTOR hereby grants to GRANTEE a perpetual Easement to construct and maintain a perimeter security fence, a roadway, drainage and utility improvements and to demolish any existing interfering infrastructure in accordance with the plans and specifications set forth in Exhibit "B." It is understood and agreed that GRANTEE (and not GRANTOR) shall be solely and exclusively responsible for any and all costs and expenses relating to any of the work and improvements contemplated by this Easement and the Centex Rooney Agreement (RLI#092501-LS), regardless of whether such work and improvements are specifically addressed in or vary from the plans and specifications attached as Exhibit "B."
8. The full consideration for this Easement is the heightened security provided by the demolition of existing infrastructure and the construction, existence and maintenance of the new perimeter security fence, roadway and drainage and utility improvements in accordance with all federal, state and local requirements, and solely at GRANTEE's cost and expense.
9. The GRANTEE and GRANTOR agree that the value of GRANTOR's real property that is subject to the Easement is not enhanced thereby nor by the installation of the perimeter security fence and other infrastructure.
10. GRANTEE shall be responsible for obtaining all applicable building permits and permissions for the construction of the perimeter security fence and other infrastructure.
11. Upon completion of construction or any maintenance of the perimeter security fence and other infrastructure, GRANTEE's contractors shall repair any damage, ruts, depressions, erosion caused by constructing, maintaining and removing said improvements and otherwise return the Property to the condition prior to the work being performed.
12. GRANTEE shall have ingress and egress over the Property in order to exercise its rights as holder of the Easement.
13. GRANTEE shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, together with the right of ingress and egress at such points where the Easement crosses existing roads or as otherwise designated by GRANTOR over and across said Property, upon giving adequate prior notice to GRANTOR. GRANTEE shall be required to comply with GRANTOR's safety rules applicable to the operations at the Property when entering and while on said Easement and/or Property and shall

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be required from time to time to maintain, paint, repair, remove graffiti, and other obstructions that may injure said perimeter security fence and their appurtenances or interfere with the construction, operations, maintenance, repair, replacement or removal thereof.

14. All contractors engaged by GRANTEE to construct and maintain the perimeter security fence and other infrastructure shall maintain insurance as follows:

Commercial General Liability in the amount of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability. Such policy will include premises/operations, independent contractors and name GRANTOR as an additional insured.

Business auto liability in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00). Combined single limit bodily injury and property damage liability. Such policy shall insure owned, non-owned and hired vehicles.

Workers' compensation in compliance with Florida Statutes Chapter 440 as well as any applicable federal workers' compensation laws.

All policies of insurance required herein shall be evidenced by certificate(s) of insurance which provide GRANTOR with thirty (30) days' prior written notice of cancellation and/or non-renewal.

15. As the holder of the Easement, GRANTEE shall have the obligation to maintain the perimeter security fence, road, drainage and utility improvements in such a condition that it will fulfill its intended purpose and in such a way which will not impede GRANTOR's use and enjoyment of the Property. GRANTEE shall also have the obligation to alter the perimeter security fence and other infrastructure from time to time in order to stay in compliance with federal, state or local law.

16. To the extent permissible by Florida law, GRANTEE shall indemnify, defend, hold harmless and reimburse GRANTOR, its affiliates and their employees, contractors and agents for any claim relating to or arising from (i) any activity by or on behalf of the GRANTEE on GRANTOR's property or (ii) the existence of the security fence, road, drainage and utility improvements. In this context a claim includes without limit, any liability, loss, damage, cost or expense and includes without limit such for personal injury or death, property damage, environmental damage, remediation, and business loss. GRANTEE shall promptly notify GRANTOR of any damage to any property caused by GRANTEE or its contractors or invitees and shall at GRANTOR's option either promptly repair or replace or pay the cost of repairing or replacing the damaged property.

17. GRANTOR shall not damage the perimeter security fence and other infrastructure. If GRANTOR does damage the perimeter security fence and other infrastructure so that it does not fulfill its intended purpose, GRANTOR shall repair the perimeter security fence and other infrastructure at its sole expense.

18. It is understood and agreed that any right of GRANTEE herein shall be subordinate to the rights of GRANTOR and GRANTOR herein reserves the right to fully use and enjoy the surface of said Property herein above described provided such use and enjoyment shall not unreasonably interfere with the intended use of the Easement and provided further that GRANTOR shall not erect nor construct, nor permit the erection or construction of any

structures, ponds, or other obstructions on, over or across said Easement that would unreasonably interfere with any of the rights herein granted to GRANTEE.

19. GRANTEE takes the Easement subject to any and all prior existing rights-of-way, easements, licenses, permits or leases, and rights of any third parties in possession of the surface or who own or maintain improvements thereupon, and GRANTOR reserves unto itself all of its right, title and interest in its land covered by this Easement, including the right to possess and use the same, and the right to grant additional rights-of-way and easements over, across, along and within this right-of-way and Easement, provided that such future use, possession and grants shall not unreasonably interfere with the intended purpose of the Easement. GRANTOR reserves the right to cross under said perimeter security fence and other infrastructure with any pipelines, utility or communications lines in conducting its business operations.

20. GRANTOR and GRANTEE each recognize that it is vital that both GRANTEE and GRANTOR be able to exercise their respective rights under this Easement in order to protect public health, safety and welfare and that if either refuses the other any of its rights hereunder, the remedy shall be specific performance by injunctive relief.

21. This Easement may only be modified, amended or terminated by a written instrument of equal dignity signed by GRANTOR and GRANTEE and recorded in the public records of Broward County, except as provided otherwise herein.

22. It is agreed that this grant includes all the agreements between the parties hereto regarding the subject matter of same and no representations or statements, verbal or written, have been made which modify, add to, or change the terms of this agreement. The terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

23. The Easement shall run with the land and all successors and assigns of GRANTOR shall be subject to the Easement. GRANTEE may not assign the Easement without the written consent of the GRANTOR.

24. In construing this Easement, GRANTOR and GRANTEE agree that the following principles shall be followed:

- a. no consideration shall be given to the fact or presumption that either party had a greater or lesser hand in drafting this agreement; and
- b. the word "includes" and its syntactical variants mean, "includes, but is not limited to" and corresponding syntactical variant expressions; and
- c. the plural shall be deemed to include the singular and vice versa, as applicable.

25. GRANTOR and GRANTEE each acknowledge that they each have had an adequate opportunity to review each and every provision contained in the Easement and to submit the same to legal counsel for review and comment, including expressly but without limitation the waivers and indemnities contained herein. Based on said review and consultation, the GRANTOR and GRANTEE agree with each and every term contained herein. Based on the

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foregoing, GRANTOR and GRANTEE agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this agreement.

26. Notice to GRANTOR shall be given by registered or certified US Mail to:

Corporate Park V, Ltd.
Port Property, Ltd.
c/o Stiles Corporation
300 Southeast 2nd Street
Fort Lauderdale, Florida 33301
Attn: Denny O'Shea

27. Notice to GRANTEE shall be given by registered or certified US Mail to:

Port Director
Broward County's Port Everglades Department
1850 Eller Drive
Fort Lauderdale, Florida 33316

28. It is understood and agreed that this Easement is being executed and delivered simultaneous with that certain Access Easement Agreement by and between Broward County, as grantor and Port Property, Ltd. and Corporate Park V, Ltd., as grantee (the "Access Easement"). In that regard, the parties hereby agree that the effectiveness of this Easement shall be conditioned upon the full execution, delivery and recording of the Access Easement and, until the Access Easement is fully executed, delivered and recorded, this Easement shall not be binding upon or enforceable against the parties hereto.

29. This Easement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Easement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, GRANTOR and GRANTEE have executed this Easement on the day and year first above written.

Witnesses:

Patricia Clements
(Signature) Patricia Clements
Print Name
Whitney L. Beverly
(Signature) Whitney L. Beverly
Print Name

GRANTOR:

CORPORATE PARK V, LTD., a Florida limited partnership

By: Corporate Park V, Inc., a Florida corporation, its general partner

By: D.O'Shea
(Signature) D.O'Shea
Print Name: Vice President
Title: Vice President
Print Address: c/o Stiles Corporation

300 Southeast 2nd Street
Fort Lauderdale, Florida 33301

18th day of Feb. 2004

Witnesses:

Patricia Clements
(Signature) Patricia Clements
Print Name
Whitney L. Beverly
(Signature) Whitney L. Beverly
Print Name

PORT PROPERTY, LTD., a Florida limited partnership

By: S/PEB, Inc., a Florida corporation, its general partner

By: D.O'Shea
(Signature) D.O'Shea
Print Name: Vice President
Title: Vice President
Print Address: c/o Stiles Corporation

300 Southeast 2nd Street
Fort Lauderdale, Florida 33301

18th day of Feb. 2004

STATE OF Florida)
COUNTY OF Broward) SS.

The foregoing instrument was acknowledged before me this 18 day of February, 2004, by Dennis O'Shea as V President of Corporate Park V, Inc., a Florida corporation, as general partner of CORPORATE PARK V, LTD., a Florida limited partnership. He or she is:

☒ personally known to me, or

☐ produced identification. Type of identification produced _____

(Seal)



Patricia Clements
Commission #DD215188
Expires: Jun 14, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

My commission expires:

NOTARY PUBLIC:

Patricia Clements
Print name: Patricia Clements

STATE OF Florida)
COUNTY OF Broward) SS.

The foregoing instrument was acknowledged before me this 18 day of February, 2004, by Dennis O'Shea as Vice Pres of S/PEB Inc., a Florida corporation, as general partner of PORT PROPERTY, LTD., a Florida limited partnership. He or she is:

☒ personally known to me, or

☐ produced identification. Type of identification produced _____

(Seal)

My commission expires:



Patricia Clements
Commission #DD215188
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Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

Patricia Clements
Print name: Patricia Clements

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DESCRIPTION:

A PORTION OF THE NORTHEAST ONE-QUARTER (N.E. 1/4) OF THE SOUTHWEST ONE-QUARTER (S.W. 1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, WHICH LIES WEST OF THE RIGHT-OF-WAY OF THE BROWARD COUNTY PORT AUTHORITY RAILROAD, AND-A PORTION OF THE NORTH 100 FEET OF THAT PART OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, WHICH LIES EAST OF THE RIGHT-OF-WAY OF THE BROWARD COUNTY PORT AUTHORITY RAILROAD, BEING A PORTION OF THOSE LANDS DESCRIBED IN A DEED FROM ELIZABETH J. SCHULL TO PHILLIPS PIPE LINE COMPANY DATED FEBRUARY 7, 1963, AND RECORDED IN BOOK 2544, PAGE 594 OF THE DEED RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST ONE-QUARTER (N.E. 1/4); THENCE NORTH 88° 01' 48" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (S.W. 1/4), A DISTANCE OF 915.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88° 01' 48" EAST, ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 18.38 FEET; THENCE SOUTH 46° 58' 12" EAST, A DISTANCE OF 16.13 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID BROWARD COUNTY PORT AUTHORITY RAILROAD; THENCE SOUTH 01° 37' 32" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 18.28 FEET; THENCE NORTH 46° 58' 12" WEST, A DISTANCE OF 41.97 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT SAID POINT OF BEGINNING; THENCE NORTH 88° 01' 48" EAST ALONG SAID NORTH LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 23, A DISTANCE OF 129.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88° 01' 48" EAST ON SAID NORTH LINE, A DISTANCE OF 281.92 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 23; THENCE SOUTH 01° 35' 50" EAST ON SAID EAST LINE, A DISTANCE OF 100.00 FEET; THENCE SOUTH 88° 01' 48" WEST, A DISTANCE OF 281.87 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF BROWARD COUNTY PORT AUTHORITY RAILROAD; THENCE NORTH 01° 37' 32" WEST ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

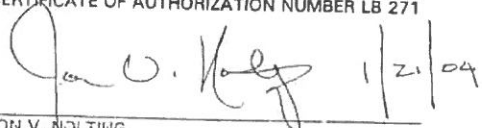
SAID LANDS SITUATE IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA AND CONTAIN 28,550 SQUARE FEET (0.655 ACRES) MORE OR LESS.

THE BEARINGS REFERENCED HEREIN ARE BASE ON AN ASSUMED BEARING OF NORTH 88° 01' 48" EAST ON THE NORTH LINE OF SAID SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

CERTIFICATE:

WE HEREBY CERTIFY THAT THIS DESCRIPTION AND SKETCH CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, AS OUTLINED IN CHAPTER 61G17-6 (FLORIDA ADMINISTRATIVE CODE), AS ADOPTED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN SEPTEMBER, 1981, AS AMENDED, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES, AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

CRAVEN THOMPSON & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 271


JON V. NOLTING
PROFESSIONAL SURVEYOR AND MAPPER NO. 4499
STATE OF FLORIDA

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

SHEET 1 OF 2
CTA JOB NO. 00-0126A
DATE: November 5, 2003
N:\Clerical\JOBS\2000\00-0126A\LEGAL\S32ND+PHILLIPS.doc

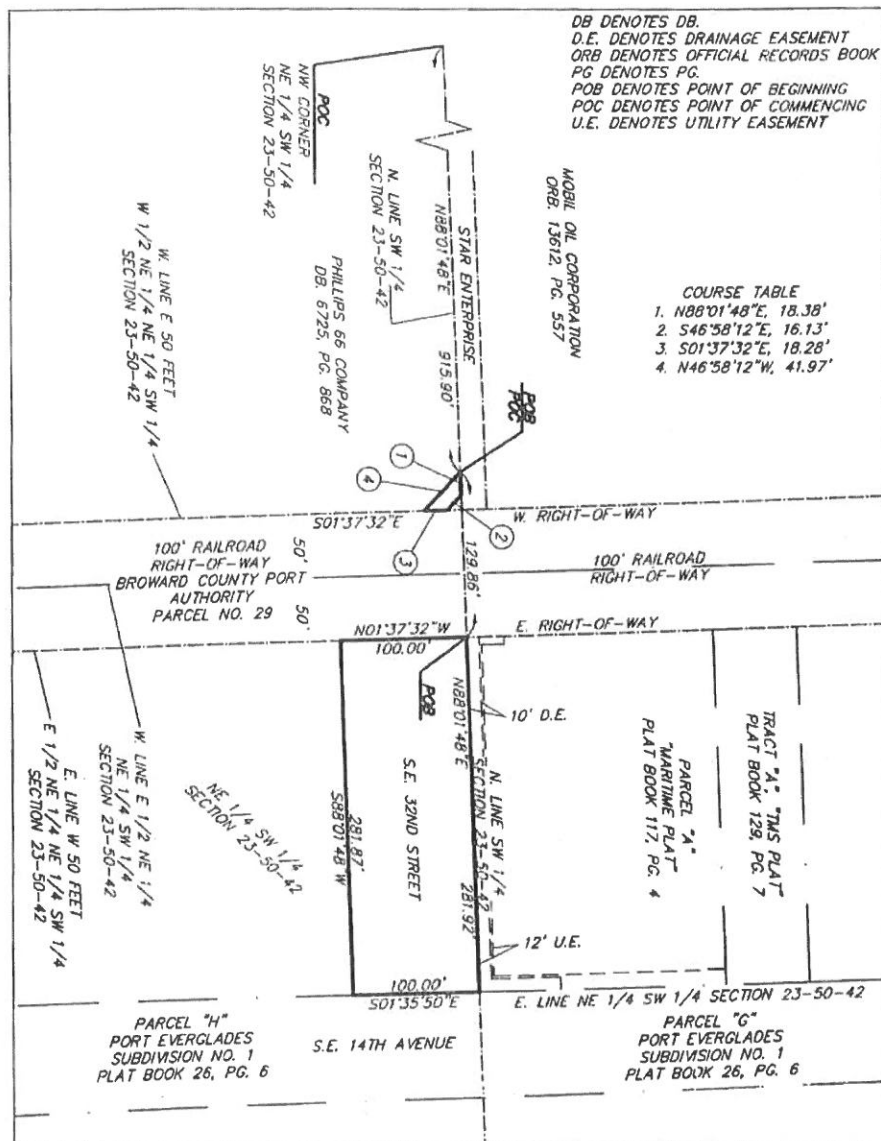


FOR: **BROW. CO. PORT EVERGLADES**

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.



SKETCH TO ACCOMPANY DESCRIPTION

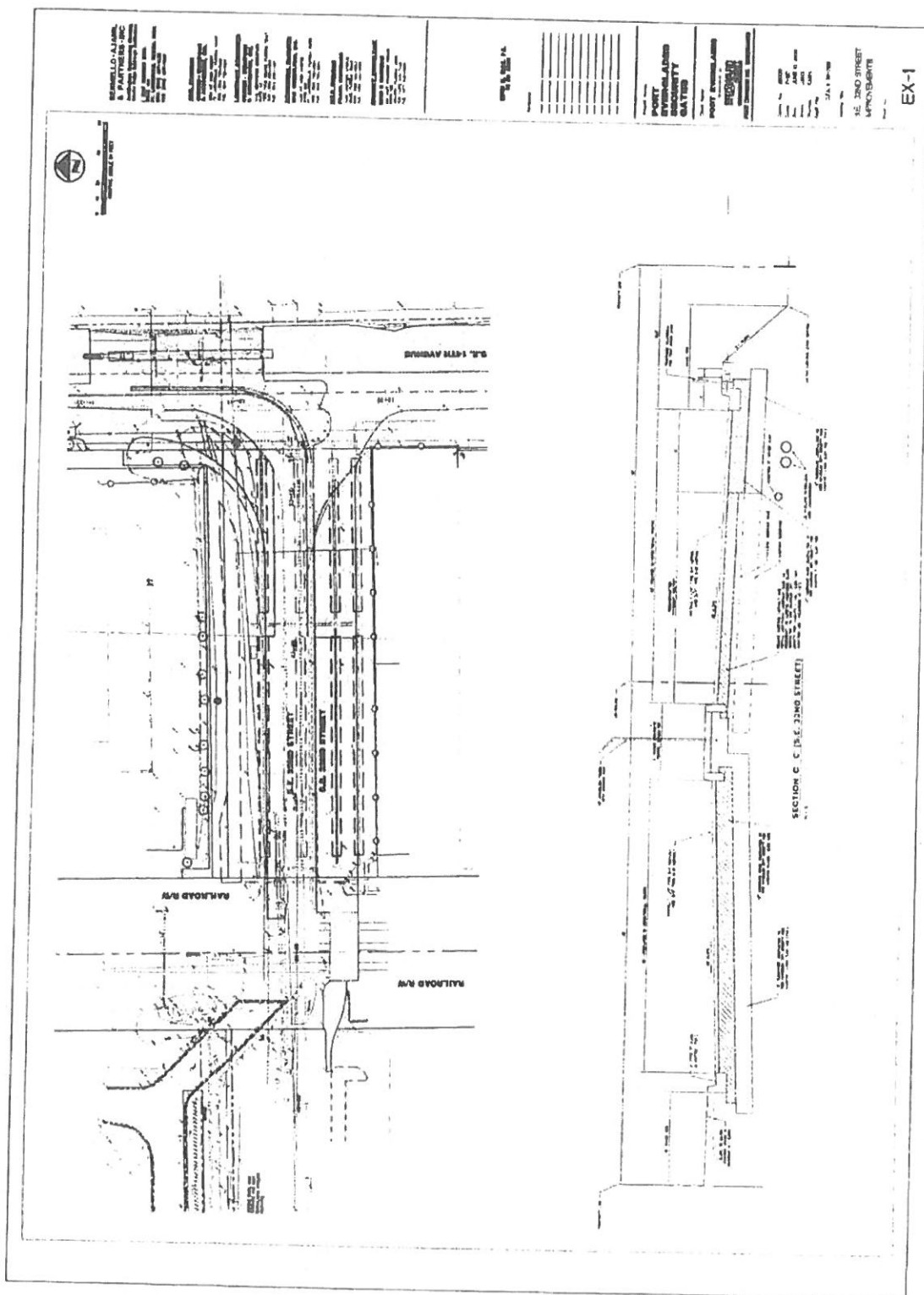


ALL THE RECORDING INFORMATION HEREON CAN BE FOUND
IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

SHEET 2 OF 2 SHEETS

UPDATES and/or REVISIONS	DATE	BY	CK'D	<p><u>NOTE</u> The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth any such matters. Such information should be obtained and confirmed by others through appropriate title verification.</p> <p><u>NOTE</u> Lands shown hereon were not abstracted for right-of-way and/or easements of record.</p> <p>G:\2000\000126A\DWG\32ND ST+PHILLIPS.DWG</p>		
JOB NO.: 00-0126A	DRAWN BY: JVN		CHECKED BY: RY	F.B.	PG.	DATED: 11-05-03

EXHIBIT "B"



CONSENT

In consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City National Bank of Florida, a national banking corporation (the "Mortgagee"), the owner and holder of that certain Mortgage and Security Agreement dated February 23, 2004, and recorded in Official Records Book 36966, Page 715, of the Public Records of Broward County, Florida (the "Corporate Park Mortgage") and that certain Mortgage and Security Agreement dated February 23, 2004, and recorded in Official Records Book 36966, Page 552, of the Public Records of Broward County, Florida (the "Port Mortgage") (the Corporate Park Mortgage and the Port Mortgage are collectively referred to herein as the "Mortgages"), hereby consents to that certain Perpetual Easement To Construct and Maintain Perimeter Security Fence, Road, Utility and Drainage Improvements to which this Consent is attached (the "Easement"). The lien and encumbrance of the Mortgages (and any other documents executed incident thereto) shall be and are hereby made subject and subordinate to the Easement, and nothing contained in the Mortgages shall affect, alter or modify in any manner whatsoever the terms and conditions of the Easement but, in all other respects, the Mortgages shall remain unmodified and in full force and effect. This Consent shall be binding on Mortgagee and its successors and assigns with respect to the Mortgages.

Executed as of this 2nd day of April, 2004.

Signed, Sealed and Delivered in the presence of these witnesses:

Witness:

Print Name: AND P. TORINO

Witness:

Print Name: SUSAN A. MANDELL

MORTGAGEE:

CITY NATIONAL BANK OF FLORIDA, a national banking corporation

By:

Name: LYNDA NAPOLITANO

Title: SR VICE PRESIDENT

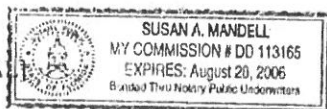
STATE OF FLORIDA

: ss.:

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 2nd day of April, 2004 by LYNDA NAPOLITANO, as SR VICE PRESIDENT of CITY NATIONAL BANK OF FLORIDA, a national banking corporation, who executed the foregoing instrument on behalf of said entity for the purposes therein expressed. He/She personally appeared before me and is either (☒) personally known to me or (☐) has produced _____ as identification.

[NOTARY SEAL]



Notary: Susan A. Mandell
Print Name: SUSAN A. MANDELL
Notary Public, State of Florida
My commission expires:

Document prepared by:
Michael Owens
Broward County Attorneys Office
115 S. Andrews Avenue
Ft. Lauderdale, FL 33301

Return recorded document to:
Department of Planning & Environmental Protection
218 S.W. 1st Avenue
Fort Lauderdale, FL 33301

**DEED OF CONSERVATION
EASEMENT, DECLARATION AND AGREEMENT**
(Wetlands)

THIS DEED OF CONSERVATION EASEMENT, DECLARATION AND AGREEMENT ("Conservation Easement and Declaration") is given and made this _____ day of May, 2004, by PORT PROPERTY, LTD., a Florida limited partnership whose address is c/o Stiles Corporation, 300 S.E. Second Street, Fort Lauderdale, Florida 33309, ("Port Property" or "Owner"), CORPORATE PARK V, LTD., a Florida limited partnership, whose address is c/o Stiles Corporation, 300 S.E. Second Street, 10th Floor, Fort Lauderdale, Florida 33309 ("Corporate Park" or "Grantor") (the foregoing parties hereinafter collectively, "Licensees") to Broward County, a political subdivision of the State of Florida, its successors and assigns ("Grantee"), whose post office is 115 South Andrews Avenue, Suite 423, Fort Lauderdale, Florida 33301.

WITNESSETH

WHEREAS, the Licensees are the owners of certain lands situated in Broward County, Florida, and more specifically described in Exhibit A, attached hereto and incorporated herein by reference and referred to herein as the "Property"; and

WHEREAS, Licensees represent hereby that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and Declaration and all mortgagees have been joined or subordinated for their respective parcels; that Licensees have good right and lawful authority to grant and make this Conservation Easement and Declaration; and that Licensees agree to fully warrant and defend this Declaration against the claims of all persons whomsoever; and

WHEREAS, the Licensees desire to construct (name of project) Phillips Industrial Plat ("Project") on the Property, which Project is subject to the regulatory jurisdiction of the Broward County Department of Planning and Environmental Protection ("DPEP"); and

WHEREAS, DPEP License No. DF03-1201 ("License") as may be modified or reissued, authorizes certain activities that may impact wetlands or may require the preservation of wetlands on the Project site, which wetlands are present on the properties of each Licensee; and

Approved BCC 11/16/04 #24
Submitted by DPEP
RETURN TO DOCUMENT CONTROL

(15)

WHEREAS, the Licensees have developed and proposed as part of the license conditions a conservation tract, and buffers, as described in Exhibit B attached hereto and incorporated by reference, involving creation, restoration, enhancement and/or preservation of the wetland and/or upland systems ("Conservation Area"); and

WHEREAS, Corporate Park as Grantor, in consideration of the consent granted by the License is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (2003), as amended, over the Conservation Area; and

WHEREAS, Port Property as Owner and its successors and assigns, deems it desirable and in the best interests of all present and future owners of the Property that issuance of the License be obtained and that the Property be held subject to certain restrictions and changes which shall run with the land as hereinafter provided and be binding upon Port Property and its successors and assigns, all of which are more particularly hereinafter set forth;

NOW, THEREFORE, as inducement for the issuance of the License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, Port Property is agreeable to making this Declaration placing and accepting the obligations, referenced more specifically below, to construct, restore, maintain, and protect the Conservation Area in the same manner and extent as the Grantor as restrictions which shall run with the land, and in consideration of the issuance of the License to construct and operate the permitted activity, Corporate Park hereby grants, creates, and establishes a perpetual Conservation Easement for the Grantee upon the Conservation Area which shall run with the property owned by Corporate Park and more particularly described in Exhibits A and B, and be binding upon the Licensees, their respective heirs, successors or assigns, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement and Declaration shall be as follows:

1. The recitals set forth above are true and correct and are incorporated into this Conservation Easement and Declaration by reference.
2. It is the purpose of the Conservation Easement and Declaration to retain land and/or water of the Conservation Area in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. It is the purpose and intent of this Conservation Easement and Declaration to assure that the Conservation Area will be retained and maintained forever predominantly in the vegetative and hydrologic condition as specified in the License. The Conservation Area shall be maintained forever by the Licensees, their respective heirs, successors, or assigns, in the enhanced, restored, preserved and/or created conditions required by the License.

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To carry out this purpose, the following rights are conveyed to Grantee by Corporate Park as this easement and by Port Property by this Declaration:

- (a) To enter upon the Conservation Area (Exhibit B) in a reasonable manner and at reasonable times with any necessary equipment or vehicles to ensure compliance and to enforce the rights herein granted, and to cross such portions of the Property (Exhibit A) as reasonably necessary to exercise such right.
 - (b) To enjoin any activity on or use of the Conservation Area that is inconsistent with this Conservation Easement and Declaration and to enforce the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity and/or use. Grantee shall be entitled to recover the cost of restoring the land to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Conservation Easement and Declaration or to the vegetative and hydrologic condition required by the aforementioned License, whichever enhancement is the most environmentally desirable to Grantee. These remedies are in addition to any other remedy, fine or penalty which may be applicable under the most recent versions of Chapter 27, Broward County Code of Ordinances, or otherwise which may be available by law.
3. Except for the restoration, creation, enhancement, maintenance, and monitoring activities and other activities and improvements related to the Conservation Area that are permitted or required by the License, the following activities are prohibited in or on the Conservation Area, to wit:
- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
 - (b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
 - (c) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of nuisance and exotic vegetation as approved by DPEP;
 - (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
 - (e) Surface use except for purposes that permit the land or water area to remain in its vegetative and hydrologic condition as specified in the License;

- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; including but not limited to ditching, diking and fencing;
 - (g) Acts or uses detrimental to said aforementioned retention and maintenance of land or water areas; and
 - (h) Acts or uses detrimental to the preservation of any features or aspects of the Conservation Area having historical, archeological or cultural significance.
- 4. Corporate Park reserves all rights as owner of the Conservation Area, including the right to engage in uses of the Conservation Area that are not prohibited herein and which are not inconsistent with the intent and purpose of this Conservation Easement.
 - 5. No right of access by the general public to any portion of the Conservation Area is conveyed by this Conservation Easement.
 - 6. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep and maintenance of the Conservation Area and Licensees hereby indemnify and hold harmless the Grantee from the same.
 - 7. Licensees shall pay any and all real property taxes and assessments levied by competent authority on the Conservation Area.
 - 8. The terms and conditions of this Conservation Easement and Declaration may be enforced by the Grantee by injunctive relief and other available remedies. In any action in which the Grantee prevails, the Grantee shall be entitled to recover the cost of restoring the Conservation Area to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Conservation Easement and Declaration or to the vegetative and hydrologic condition required by the aforementioned License. Venue for said actions shall be exclusively in the Seventeenth Judicial Circuit, in and for Broward County, Florida. These remedies are in addition to any other remedy, fine or penalty which may be applicable under the most recent versions of Chapter 27 of the Broward County Code of Ordinances, or as otherwise provided by law.
 - 9. Enforcement of the terms and provisions of the Conservation Easement and Declaration shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Licensees, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.
 - 10. Grantee will hold this Conservation Easement and Declaration exclusively for conservation purposes. Grantee will not assign its rights and obligations under

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this Conservation Easement and Declaration except to another organization qualified to hold such interests under the applicable state laws.

11. Licensees agree to restore the Conservation Area to the vegetative and hydrologic condition required by the aforementioned DPEP License, if any third party exercises any easement right or property interest or conducts any other activity on the property that causes damage, degradation or negative impacts to the Conservation Area.
12. Licensees' obligation to retain and maintain the Conservation Area forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the property described in Exhibits A and B, and shall be binding upon the Licensees, their respective heirs, successors or assigns and shall inure to the benefit of the Grantee, and its successors and assigns as more particularly set forth herein. The intent of this Conservation Easement and Declaration is that the responsibilities and liabilities associated with the Conservation Easement shall run with the property described in Exhibits A and B, and be binding upon the fee simple title holder of the property as required hereunder.
13. If any provision of this Conservation Easement and Declaration or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement and Declaration shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.
14. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.
15. The terms, conditions, restrictions and purpose of this Conservation Easement and Declaration shall be inserted by Licensees in any subsequent deed or other legal instrument by which Licensees convey and/or divest themselves of any interest in the property described in Exhibits A or B. Any future holder of the Licensees' interest in the property described in Exhibits A or B shall be notified in writing by Licensees of this Conservation Easement and Declaration.
16. This Conservation Easement and Declaration may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns and successors-in-interest, which shall be filed in the Public Records of Broward County.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. This Conservation Easement and Declaration shall be recorded in the Public Records of Broward County and the covenants, terms, conditions, restrictions and purpose imposed with this Conservation Easement and Declaration shall not only be binding

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upon Licensees, but also their respective agents, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the property described in Exhibits A and B. This Conservation Easement and Declaration shall not be recorded in the Public Records until after its formal acceptance by the Broward County Board of County Commissioners.

Corporate Park hereby covenants with said Grantee that Corporate Park is lawfully seized of said Conservation Area in fee simple; that the Conservation Area is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement and all mortgages have been joined or subordinated; that Corporate Park has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends the title to this Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Port Property, Ltd. has hereunto set its authorized hand this 20th day of May, 2004.

OWNER - CORPORATION/PARTNERSHIP

Witnesses (if partnership)

Paula Newman
(Signature)
Print Name Paula Newman
Print Name _____

Judy Sherman
(Signature)
Print Name Judy Sherman

ATTEST (if corporation)

Patricia Jones
Corporate Secretary Signature
Print Name of Corporate Secretary Patricia Jones

PORT PROPERTY, LTD.
A Florida limited partnership
By S/PEB, Inc., a Florida corporation
as its sole general partner

By [Signature]
(Signature)
Print Name: ROCCO FERRERA
Title Vice President
Address: 300 SE 2nd Street
Fort Lauderdale, Florida 33301
20th day of May, 2004.

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 20th day of May, 2004, by Rocco Ferrera, as Vice President of S/PEB, Inc., a Florida corporation and sole general partner of PORT PROPERTY, LTD., a Florida limited partnership, on behalf of the partnership. He or she appeared before me and is:

☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC-STATE OF FLORIDA:

Judith Louise Sherman
Signature of Notary Public-State of Florida
Commission #DD177173
Expires: Feb 01, 2007

Print, type, or stamp Commissioned Name Judith Louise Sherman
Bonded Thru _____
Atlantic Bonding Co., Inc.

My commission expires:

Affix Seal Below Judith Louise Sherman
Commission #DD177173
Expires: Feb 01, 2007
Bonded Thru _____
Atlantic Bonding Co., Inc.

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Mortgage Subordination

By signing below mortgage holder agrees the lien of any mortgage on the real property described in Exhibit "A" and Exhibit "B" shall be subordinate to the subject conservation easement.

MORTGAGEE

CITY NATIONAL BANK OF FLORIDA,
a national banking association

Witnesses (if partnership)

Susan A. Mandell
(Signature)
Print Name SUSAN A. MANDELL

[Signature]
(Signature)
Print Name SUSAN HUFFMAN

By Lynda Napolitano
(Signature)
Print Name: Lynda Napolitano
Title Senior Vice President
Address 25 W Flaster St
Miami, FL 33130

20th day of May, 2004.

ATTEST (if corporation)

Corporate Secretary Signature
Print Name of Corporate Secretary _____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) ss
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 20th day of May, 2004, by LYNDA NAPOLITANO as SE. VICE PRES. of CITY NATIONAL BANK OF FLORIDA, a national banking association whose representative executed the foregoing instrument on behalf of said entity for the purposes therein expressed. He or she appeared before me and is:
[☒] personally known to me, or
[☐] produced identification. Type of identification produced _____.

NOTARY PUBLIC-STATE OF FLORIDA:

Susan A. Mandell
Signature of Notary Public-State of Florida
SUSAN A. MANDELL
Print, type, or stamp Commissioned Name

My commission expires:
Affix Seal Below



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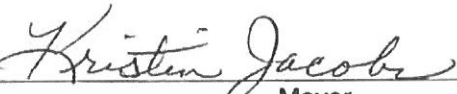
ACCEPTANCE BY BROWARD COUNTY

The Broward County Board of County Commissioners hereby accepts this Conservation Easement for DPEP License No. DF 03-1201.

ATTEST;

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



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

By 
Mayor

16th day of November, 20 04.



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


Michael C. Owens
Assistant County Attorney

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**EXHIBIT A
THE PROPERTY**

LAND DESCRIPTION

All that part on the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of Section 23, Township 50 South, Range 42 East, lying North and West of the Broward County Port Authority Railroad right-of-way, and also all that part of the Northeast one-quarter (NE 1/4) of the Northwest one-quarter (NW 1/4) of the Southeast one-quarter (SE 1/4), of the Southwest one quarter (SW 1/4) of Section 23, Township 50 South, Range 42 East, lying North of the said Port Authority Railroad right-of-way.

LESS AND EXCEPT a 0.605 acre tract of land out the East half (E 1/2) of the Southwest one-quarter (SW 1/4) of Section 23, Township 50 South, Range 42 East, as described in Special Warranty Deed from Phillips Petroleum Company to the State of Florida dated March 25, 1983 and recorded in Official Records Book 10788, Page 384 of the Public Records of Broward County, Florida.

Together with

The North 100 feet of that part of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of Section 23, which lies East of the said right-of-way of the Broward County Port Authority Railroad.

The lands described hereon are lying in the City of Dania Beach, Broward County, Florida. Containing 1,215,500 Square Feet (27,904 Acres) more or less.

EXHIBIT B
CONSERVATION AREA

Page 12 of 12

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**LAND DESCRIPTION
CONSERVATION EASEMENT
STILES DEVELOPMENT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

A portion of the Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23;

THENCE South 01°41'28" East on the West line of said Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, and the West line of C.B.I. PLAT NO. 2, according to the plat thereof as recorded in Plat Book 162, Page 12 of the Public Records of Broward County, Florida, for a distance of 200.00 feet to the **POINT OF BEGINNING**;

THENCE North 88°18'32" East, a distance of 250.00 feet;

THENCE South 01°41'28" East, a distance of 550.00 feet;

THENCE South 46°43'15" East, a distance of 30.00 feet;

THENCE North 88°18'32" East, a distance of 145.00 feet;

THENCE South 01°41'28" East, a distance of 469.76 feet to the intersection with the North right-of-way line of Eller Drive as described in Official Record Book 10788, Page 385 of the Public Records of Broward County, Florida, said point being located on the arc of a non-tangent curve concave to the Southeast and from which the radius point of said curve bears South 14°38'04" East;

THENCE Southwesterly on said North right-of-way line and on the arc of said curve, having a radius of 180.00 feet, through a central angle of 36°21'20", an arc distance of 114.21 feet to a point of tangency;

THENCE South 39°00'38" West on said North right-of-way line, a distance of 64.01 feet to the intersection with the South line of said Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$), of Section 23 and North line of "PORT EVERGLADES WAREHOUSE PLAT No. 3", according to the plat thereof as recorded in Plat Book 97, page 44 of the Public Records of Broward County, Florida;;

Prepared by:
CALVIN, GIORDANO & ASSOCIATES, INC
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida
September 29, 2003

P:\Projects\2003\033077 Stiles ConocoPhillips Plat\SURVEY\Legal Descriptions\Parcel B Stiles Development.doc

SHEET 1 OF 3 SHEETS

THENCE South $88^{\circ}05'37''$ West on said South line of the Northeast one-quarter ($NE \frac{1}{4}$), of the Southwest one-quarter ($SW \frac{1}{4}$) of Section 23 and said North line of PORT EVERGLADES WAREHOUSE PLAT NO. 3, for a distance of 278.34 feet to the Southwest corner of said Northeast one-quarter ($NE \frac{1}{4}$) of the Southwest one-quarter ($SW \frac{1}{4}$) of Section 23;

THENCE North $01^{\circ}41'28''$ West on said West line of the Northeast one-quarter ($NE \frac{1}{4}$), of the Southwest one-quarter ($SW \frac{1}{4}$) of Section 23, the East line of said PORT EVERGLADES PLAT NO. 3, the East line of COON HOLDINGS PLAT, according to the plat thereof as recorded in Plat Book 168, Page 16 of the Public Records of Broward County, Florida and said East line of C.B.I. PLAT NO. 2, for a distance of 1148.59 feet; to the **POINT OF BEGINNING**.

Said lands lying and being in the city of City of Dania Beach, Broward County, Florida, containing 373,912 square feet (8.5838 acres) more or less.

SURVEYOR'S NOTES:

1. Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
2. Lands shown hereon were not abstracted by the Surveyor for rights-of-way, easements, ownership, or other instruments that may appear in the Public Records of Broward County, Florida.
3. Bearings shown hereon are relative to the North line of the Southwest one-quarter ($SW \frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, having a bearing of North $88^{\circ}02'56''$ East.
4. Information shown hereon does not represent a Boundary Survey.

CALVIN, GIORDANO & ASSOCIATES, INC.


Gregory J. Clements

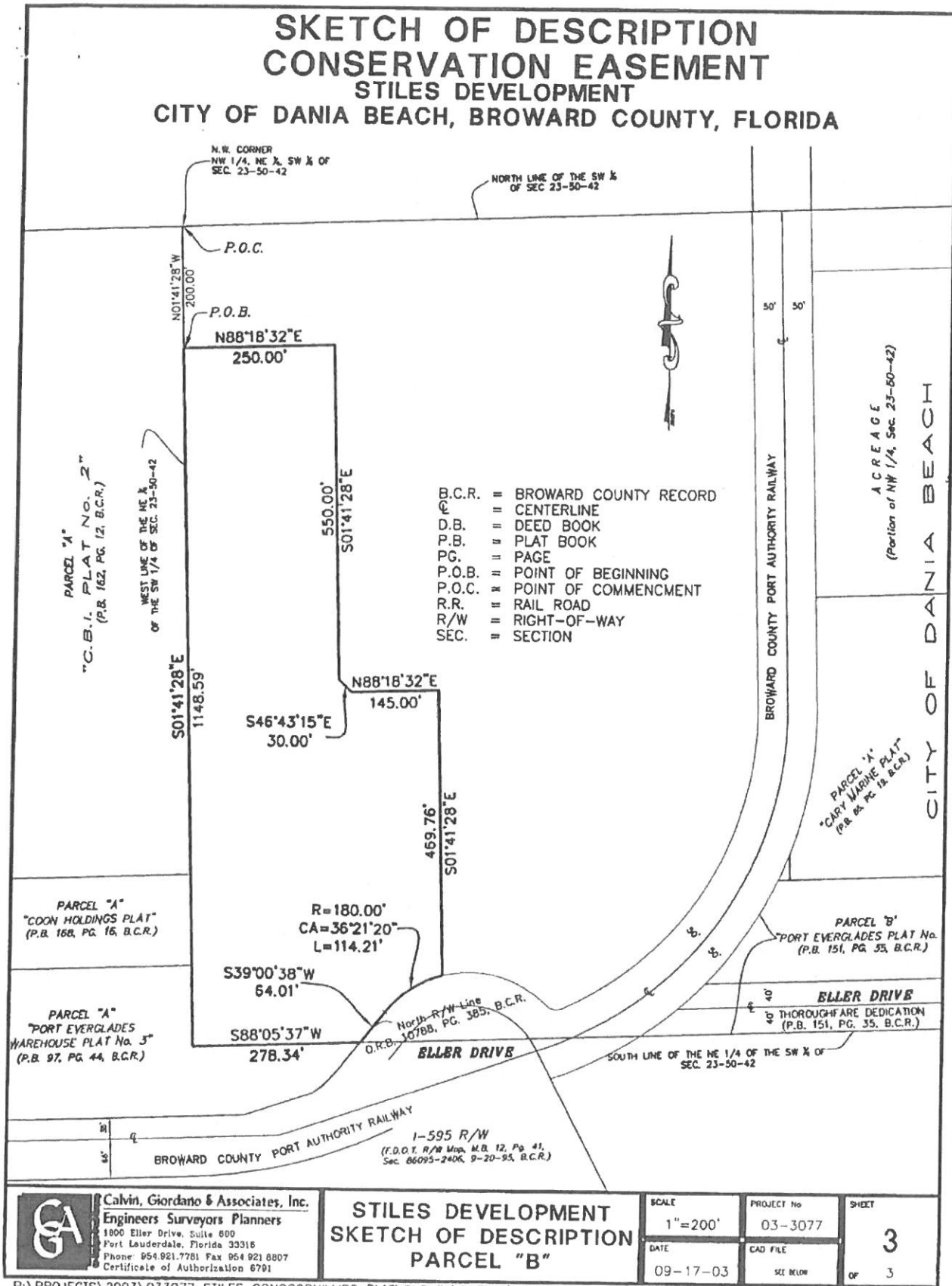
Date: 9-29-03

Professional Surveyor and Mapper
Florida Registration Number LS 4479

Prepared by:
CALVIN, GIORDANO & ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida
September 29, 2003

P:\Projects\2003\033077 Stiles ConocoPhillips Plat\SURVEY\Legal Descriptions\Parcel B Stiles Development.doc

SHEET 2 OF 3 SHEETS



P:\PROJECTS\2003\033077 STILES CONOCOPHILLIPS PLAT\SURVEY\SKETCH\S01-DESC-SKT-091703.DWG LAYOUT1 09-18-2003

Return recorded copy to:

Broward County Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

Document prepared by:

Hoyt Holden
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

INSTALLATION OF REQUIRED IMPROVEMENTS AGREEMENT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

Port Property, Ltd., and Corporate Park V, Ltd., its successors and assigns, hereinafter referred to as "DEVELOPER,"

[AND IF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY]

The City of Dania Beach, a municipal corporation, created and existing under the laws of the State of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, DEVELOPER'S Project, known as Phillips Industrial Park, Development Management Division File No. 036-MP-03, hereinafter referred to as the "Project," a legal description of which is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, the Project was approved by the Board of County Commissioners of Broward County on February 3, 2004, subject to certain conditions to ensure the protection of the public health and safety, and one of the conditions imposed at the time of approval was the construction of certain road improvements; and

WHEREAS, the parties desire to enter into this agreement to provide for the construction, funding and security for the required improvements as described in Exhibit "B" attached hereto and made a part hereof; NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, and payments hereinafter set forth, the parties agree as follows:

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Approved BCC 2/3/04 #17

Submitted By Enguery

RETURN TO DOCUMENT CONTROL

(18)

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1. The above recitals and representations are true and correct and are incorporated herein.
2. INSTALLATION OF REQUIRED IMPROVEMENTS.
 - (a) DEVELOPER agrees to and shall construct the Improvements described in the attached Exhibit "B," hereinafter referred to as the "Improvements." Said Improvements shall be constructed in accordance with the schedule set out in Exhibit "B."
 - (b) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, CITY, or State of Florida, Department of Transportation standards and specifications and in accordance with the Development Review Report for the Project. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review. The construction plans for the Improvements must be approved by the COUNTY prior to the commencement of construction. Construction shall be subject to inspection and approval by COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.
 - (c) If property is located within a municipality, CITY agrees not to issue building permits for construction of a principal building within the Project until such time as DEVELOPER provides CITY with written confirmation from COUNTY that engineering plans for the required Improvement have been approved by the Broward County Engineering Division and that DEVELOPER has complied with paragraph 4. of this Agreement. If the property is located within the unincorporated area, the COUNTY shall not issue building permits for construction of a principal building within the Project until such time as the DEVELOPER has complied with paragraph 4. of this Agreement.
 - (d) If property is located within a municipality, CITY agrees not to issue any certificates of occupancy within the Project prior to completion of the "Improvements" according to the schedule set forth in Exhibit "B." If the property is located within the unincorporated area, the COUNTY shall not issue any certificates of occupancy within the Project prior to completion of the "Improvements" according to the schedule set forth in Exhibit "B."
 - (e) DEVELOPER agrees to notify COUNTY of acceptance of Improvements by permitting authority if such permitting authority is other than the COUNTY.

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3. DEVELOPER understands and agrees that it is DEVELOPER'S responsibility to complete the Improvements described in Exhibit "B" and that all costs relating to the installation of the Improvements will be borne by the DEVELOPER.
4. SECURITY AND DEFAULT.

PLEASE CHECK THE APPROPRIATE SECTION BELOW

☐ (a) Lien.

- (1) A lien is hereby imposed by the COUNTY against the real property identified in Exhibit "A" in the amount of _____ Dollars (\$ _____). Such lien shall secure the construction of the "Improvements" identified in Exhibit "B" attached hereto. Such lien shall exist until fully paid, discharged, released, or barred by law. The lien created by this Agreement shall be superior to and shall have priority over any mortgage on the real property described in Exhibit "A." The DEVELOPER shall cause this Agreement to be executed by the holder of any such mortgage, which execution shall constitute the mortgagee's consent to such subordination.
- (2) Prior to the DEVELOPER obtaining a building permit for construction of any portion of the Project which, according to the schedule set forth in Exhibit "B," requires the installation of the "Improvements", or a portion thereof, DEVELOPER shall provide a form of security acceptable to the COUNTY in the form of a letter of credit, surety bond, or other acceptable security in the amount of _____ Dollars (\$ _____), in substitution of the lien imposed hereby, and the COUNTY shall cause to be executed and recorded in the Official Records of Broward County a release or satisfaction of the lien upon the property described in Exhibit "A."
- (3) DEVELOPER may elect to provide security for any individual phase as listed in Exhibit "B," in order to release a portion of the lien imposed on the Project for the individual phase. In that event, DEVELOPER shall submit a cost estimate prepared by a Registered Engineer for the "Improvements" required in such phase. Upon acceptance by the COUNTY of the cost estimate, and payment by DEVELOPER of any applicable fee, that portion of the Project shall be released from the lien imposed and the total amount of the lien shall be reduced by the approved amount.

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- (4) In the event DEVELOPER fails to construct the "Improvements" according to the terms and conditions of this Agreement, COUNTY may recover such sums from DEVELOPER as are necessary in order to cause the construction of the "Improvements" that are outstanding. Such sums, plus costs and attorney's fees, may be recovered by COUNTY against the DEVELOPER through a civil action, or may be recovered by action as provided by the applicable security. In the event that DEVELOPER fails to construct an improvement secured by lien created hereunder, such lien may be foreclosed or otherwise enforced by the COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property.
- (6) DEVELOPER shall ensure that the substitute security remains valid and in full force and effect until DEVELOPER'S improvement obligations are fully performed. Expiration of the security prior to DEVELOPER'S performance of such obligation, or notice to COUNTY that the security will expire or has been canceled or disaffirmed prior to DEVELOPER'S satisfaction of all obligations hereunder, shall constitute a default of this Agreement.
- (7) In the event the letter of credit, surety bond or other form of security provided to COUNTY, as described above, expires, is canceled, or is disaffirmed, COUNTY shall send notice to DEVELOPER, according to the notice provisions of this Agreement, and DEVELOPER shall have one (1) month from the date of such notice to provide substitute security in a form acceptable to COUNTY. If DEVELOPER fails to provide acceptable substitute security, COUNTY may record a document entitled "Notice of Lien for Installation of Required Improvements" which shall constitute a lien on the property described in Exhibit "A" for the amount due hereunder, until fully paid, discharged, released or barred by law. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien for Required Improvements may be recorded against and apply only to such parcel or portion of the Project.

[X] (b) Surety Bond or Letter of Credit.

- (1) Prior to the DEVELOPER recording the plat or any agreements which were conditions of approval for the Project, the DEVELOPER shall provide the COUNTY with security such as a surety bond or irrevocable letter of credit, which is acceptable to the COUNTY and which guarantees the DEVELOPER'S performance of the

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construction obligations set forth in this Agreement in the total amount of \$25,317.00.

- (2) If the DEVELOPER obtains certificates of occupancy prior to completion of the applicable Improvements, contrary to the schedule set forth in Exhibit "B," the DEVELOPER shall be in default of this Agreement. In the event the DEVELOPER defaults under the terms of this Agreement, COUNTY shall be entitled to draw against the security for the amount set out in paragraph 4.(b)(1), plus costs as set forth herein. If COUNTY draws against the security and the amount recovered is less than the amount necessary to construct the Improvements, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of 12 percent per annum.
 - (4) DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER'S road improvement obligation is fully performed. Expiration of the security prior to DEVELOPER'S performance of such obligation, or notice to COUNTY that the security will expire or has been canceled or disaffirmed prior to DEVELOPER'S satisfaction of all obligations hereunder, shall constitute a default of this Agreement.
 - (5) In the event the security expires, is canceled or is disaffirmed, COUNTY shall send notice to DEVELOPER according to the notice provisions of this Agreement and DEVELOPER shall have one (1) month from the date of such notice to provide substitute security in a form acceptable to COUNTY. If DEVELOPER fails to provide acceptable substitute security, COUNTY may record a document entitled "Notice of Lien for Required Offsite Improvements" which shall constitute a lien on the property described in Exhibit "A" for the amount set forth in paragraph 4.(b)(1), or stated portion thereof. To the extent that the failed security is attributable to an identified parcel or portion of the Project, the Notice of Lien for Required Offsite Improvements may be recorded against and apply only to such parcel or portion of the Project.
- [] (c) Cash Bond.
- (1) The Improvements identified in Exhibit "B" shall be secured by cash, or check (cashier's, certified, or registered), or money order issued by

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_____, (financial institution), in the amount of _____ Dollars (\$_____), payable to the Broward County Board of County Commissioners. The DEVELOPER may at its option, later provide to the COUNTY a surety bond or letter of credit acceptable to COUNTY, in like amount, that shall be substituted for the cash, check, or money order. If the DEVELOPER provides a surety bond or letter of credit the provisions of subsection 4(b) above shall apply.

- (2) The estimated costs of the Improvements are _____ Dollars (\$_____).
- (3) Upon completion of the Improvements, and acceptance by the applicable unit of local government, the DEVELOPER shall notify the Broward County Engineering Division of such completion and acceptance. Upon a determination by the Engineering Division that the Improvements have been installed, constructed, completed, and accepted, and following the completion of DEVELOPER'S one (1) year maintenance obligations if the Improvements are made to a County road, the COUNTY shall have ninety (90) days to remit _____ Dollars (\$_____) to the DEVELOPER, provided that the COUNTY has not already effected a remittance to the DEVELOPER because of the earlier substitution of a surety bond or letter of credit.
5. Upon the completion of one or more of the road Improvements specified in Exhibit "B," the DEVELOPER may request a partial release of security from the COUNTY. The DEVELOPER shall submit a sealed certification by a Registered Engineer of the work completed, and a cost estimate of the remaining roadway Improvements to be completed based upon the current approved County unit prices. Upon acceptance by the COUNTY of said certification and cost estimate, and payment by the DEVELOPER of any applicable fee, the COUNTY shall release that portion of the security, if any, which is in excess of the cost of the remaining road Improvements. Final release of the full security is subject to the standard COUNTY maintenance period of one (1) year from the date of completion of all of the Improvements specified on Exhibit "B," for roadways subject to COUNTY permit jurisdiction. Prior to release of any security held by the COUNTY for Improvements which are under the permit jurisdiction of other governmental agencies, the DEVELOPER shall submit documentation from the permit agency officially accepting the Improvements and consenting to the release of security.
6. DEVELOPER agrees that the construction contract(s) for the Improvements shall:

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BROWARD COUNTY
COUNTY ENGINEERING DIVISION

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- (a) Indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of contractor or subcontractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Director of the Broward County Engineering Division and County Attorney, any sums due DEVELOPER under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.
- (b) In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section.
- (c) Such policy or policies shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds.
- (d) Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or operations.

Independent contractors.

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Products and/or completed operations for contracts.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Underground coverages.

- (e) Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned vehicles.

Hired and non-owned vehicles.

Employers' non-ownership.

- (f) Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

- (g) CONTRACTOR shall furnish to the Broward County Engineering Division Certificates of Insurance or endorsements evidencing the Insurance coverages specified by this Article prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such Insurance is as required by this Agreement.
- (h) Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of DEVELOPER is completed. All

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policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.

7. COUNTY agrees that this Agreement satisfies the requirements of the Broward County Land Development Code, that developers install all required Improvements prior to issuance of a development order or enter into an agreement to provide for installation of the required Improvements within a reasonable period of time or before issuance of building permits or certificates of occupancy, as required by the County Commission. Upon official acceptance of the Improvements by the applicable road construction permitting agency, the local government may issue certificates of occupancy for parcels or portions of the Project according to the schedule set forth in Exhibit "B."
8. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324-2038

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For the DEVELOPER:

Jason Howe,

Stiles Development Company

300 SE 2nd Street, Fort Lauderdale, FL 33301

9. RELEASE. When all of the obligations attributable to a specific Phase of the Project, as set forth in Exhibit "B," or all of the obligations under this Agreement are fully paid and performed, at the request of the Developer or its successor and upon payment of any applicable fees, COUNTY shall cause a Partial Release to be recorded in the Official Records of Broward County, Florida evidencing such performance. To the extent that the obligations set forth herein are divisible and attributable to a specific parcel or portion of the Project, COUNTY may grant a partial release of this agreement for a specific parcel or portion of the Project for which this road impact obligation has been satisfied.
10. RECORDATION. DEVELOPER agrees that this Agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully performed. However, the amount set forth in paragraph 4.(b)(1) above shall not constitute a lien on the property unless and until the provisions of paragraph 4.(b)(5) are activated by the recording of a "Notice of Lien for Required Offsite Improvements."
10. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.
11. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
12. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

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13. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
14. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
15. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
16. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement.
17. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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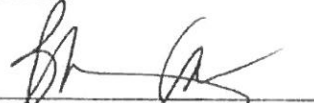


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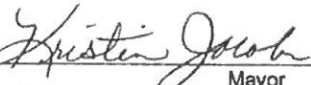
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor and Vice Mayor, authorized to execute same by Board action on the 3rd day of February, 2004, and Port Property, Ltd., and Corporate Park V, Ltd., through its duly authorized representative to execute same and the CITY, signing by and through its Vice President, duly authorized to execute same.

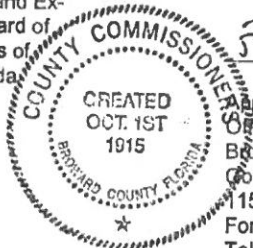
COUNTY

ATTEST:


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

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

By  Mayor
5th day of August, 2005



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

By  Assistant County Attorney

29th day of July, 2005

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DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

(Signature) [Signature]
Print name: Jason Howe
(Signature) Patricia Clements
Print name: Patricia Clements

Port Property, Ltd., a Florida Limited Partnership
Name of Developer (corporation/partnership)

By [Signature]
(Signature)
Print name: Dennis F. O' Shea
Title: Vice President
Address: 300 SE 2nd Street
Fort Lauderdale, FL 33301

8 day of April, 2004

ATTEST (If corporation):

(CORPORATE SEAL)
(Secretary Signature)
Print Name of Secretary: _____

ACKNOWLEDGMENT: CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 8 day of April, 2004, by Dennis F. O' Shea, as Vice President of Port Property, Ltd., a Florida corporation/partnership, on behalf of the corporation/partnership. He or she is:
☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

(Seal)

My commission expires:
Patricia Clements
Commission #DD215188
Expires: Jun 14, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

Patricia Clements
Print name: Patricia Clements

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DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

(Signature)

Print name: Jason Howe

(Signature)

Print name: Patricia Clements

Corporate Park X Ltd., a Florida Limited Partnership

Name of Developer (corporation/partnership)

By _____

(Signature)

Print name: Dennis F. O' Shea

Title: Vice President

Address: 300 SE 2nd Street

Fort Lauderdale, FL 33301

7 day of April, 2004

ATTEST (if corporation):

(Secretary Signature)

Print Name of Secretary: _____

(CORPORATE SEAL)

ACKNOWLEDGMENT: CORPORATION/PARTNERSHIP

[illegible]

The foregoing instrument was acknowledged before me this 8 day of April, 2004 by Dennis F. O'Shea, as Vice President of Corporate Park V, Ltd., a Florida corporation/partnership, on behalf of the corporation/partnership. He or she is: ☒ personally known to me, or ☐ produced Identification. Type of Identification produced _____

(Seal)

My commission expires:



Patricia Clements
Commission #DD215188
Expires: Jun 14, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

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MORTGAGEE-CORPORATION/PARTNERSHIP

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (If partnership):

Ann P. Torino
(Signature)
Print name: ANN P. TORINO
Susan A Mandell
(Signature)
Print name: SUSAN A MANDELL

City National Bank of Florida
Name of Mortgagee (corporation/partnership)
By Lynda Napolitano
(Signature)
Print name: Lynda Napolitano, Senior Vice President
Title: _____
Address: _____
7 day of April, 2004

ATTEST (If corporation):

(Secretary Signature)
Print Name of Secretary: _____

(CORPORATE SEAL)

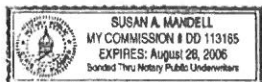


ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 7th day of April, 2004, by LYNDA NAPOLITANO, as Senior Vice Pres. of CITY NATIONAL BANK OF FLORIDA, a _____ corporation/partnership, on behalf of the corporation/ partnership. He or she is:
☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

(Seal)



My commission expires:

NOTARY PUBLIC:

Susan A. Mandell
Print name: SUSAN A MANDELL

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CITY
(If Property is located within a City)

WITNESSES:

Kathy Van Pelt
Pittman

ATTEST:

Miriam Rouse
Acting City Clerk

CITY of Dania Beach

By [Signature]
Mayor-Commissioner

13th day of February, 2024

By [Signature]
City Manager

13th day of February, 2024

APPROVED AS TO FORM:

By [Signature]
City Attorney

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EXHIBIT "A"

LAND DESCRIPTION

LAND DESCRIPTION
PHILLIPS INDUSTRIAL PARK
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

All that part on the Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, lying North and West of the Broward County Port Authority Railroad right-of-way, and also all that part of the Northeast one-quarter (NE $\frac{1}{4}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$), of the Southwest one quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, lying North of the said Port Authority Railroad right-of-way;

LESS AND EXCEPT a 0.605 acre tract of land out the East half (E $\frac{1}{2}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, as described in Special Warranty Deed from Phillips Petroleum Company to the State of Florida dated March 25, 1983 and recorded in Official Records Book 10788, Page 384 of the Public Records of Broward County, Florida.

TOGETHER WITH

The North 100 feet of that part of the Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, which lies East of the said right-of-way of the Broward County Port Authority Railroad.

Said lands lying in the City of Dania Beach, Broward County, Florida and containing a total net area of 27.9040 acres, more or less.

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EXHIBIT "B"

LIST OF IMPROVEMENTS AND SCHEDULE

Road Improvement

Completion Date

Staff Recommendation #6 - The physical channelization of the driveway in the 80-foot opening on Eller Drive as specified under the non-vehicular access line requirements.

Prior to first Certificate of Occupancy (C/O) for a principal building

Staff Recommendation #7 - The construction of a concrete separator on Eller Drive at the signalized intersection and extending west for a minimum of 300 feet.

Prior to first C/O for a principal building

Staff Recommendation #8 - Sidewalk along Eller Drive adjacent to plat.

Prior to first C/O for a principal building

Staff Recommendation #10 - Any necessary modifications to the existing traffic signal at the intersection of Eller Drive and the roadway adjacent to the south plat limits to provide for the require improvements.

If and When Warranted by Broward County Traffic Engineering Division.

Staff Recommendation #11 - Pavement Parkings & Signs

In conjunction with the construction of the above Improvments

CAF#450
01/01/02

18 18



P:\Projects\2003\03-3077\Planning\Agreements

AGENT OF RECORD FOR NOTICE OF EXPIRATION OF FINDINGS OF ADEQUACY

Pursuant to the provisions of the Broward County Land Development Code, each applicant shall provide Broward County with the name and address of the applicant's agent of record for the purpose of notifying said agent of record of the pending expiration of the County's findings of adequacy relating to the approval of a development permit. It is the obligation of the applicant and/or future owners of the property to ensure that the agent of record information is current at all times.

Name of Plat: Phillips Industrial Park

Legal Description of Platted Property: See Attached Exhibit "A"

Name of Owner: Port Property, Ltd. and Corporate Park V, Ltd.

Name of Agent of Record: Jason Howe

Address of Agent of Record:
Stiles Development Company
300 SE 2nd Street
Fort Lauderdale, FL 33301

Dennis F. O' Shea, Vice-President

Print Name of Owner

Signature of Owner

8 day of November, 2004

CAF#475
01/01/02



Approved BCC 2/3/04 A M
Submitted By G...
RETURN TO DOCUMENT CONTROL

(A)

STATE OF Florida)
) SS.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 8 day of
November, 2004, by Dennis F. O' Shea who is
[x] personally known to me, or
[] produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

Patricia Clements
Print name:

My commission expires:



Patricia Clements
Commission #DD215188
Expires: Jun 14, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

CAF#475
01/01/02



EXHIBIT "A"

**LAND DESCRIPTION
PHILLIPS INDUSTRIAL PARK
STILES DEVELOPMENT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

PARCEL 1

All that part on the Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, lying North and West of the Broward County Port Authority Railroad right-of-way, and also all that part of the Northeast one-quarter (NE $\frac{1}{4}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$), of the Southwest one quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, lying North of the said Port Authority Railroad right-of-way;

LESS AND EXCEPT a 0.605 acre tract of land out the East half (E $\frac{1}{2}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, as described in Special Warranty Deed from Phillips Petroleum Company to the State of Florida dated March 25, 1983 and recorded in Official Records Book 10788, Page 384 of the Public Records of Broward County, Florida.

PARCEL 2

The North 100 feet of that part of the Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, which lies East of the said right-of-way of the Broward County Port Authority Railroad.

The lands described hereon are lying in the City of Dania Beach, Broward County, Florida. Containing 1,215,500 Square Feet (27.904 Acres) more or less.

Prepared by:
CALVIN, GIORDANO & ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida
September 29, 2003
P:\Projects\2003\033077 Stiles ConocoPhillips Phil\SURVEY\Legal Descriptions\Stiles Development - 8 5x11 description.doc

SHEET 1 OF 1 SHEETS

EXHIBIT "A"

**LAND DESCRIPTION
PHILLIPS INDUSTRIAL PARK
STILES DEVELOPMENT
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA**

All that part on the Northeast one-quarter (NE $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, lying North and West of the Broward County Port Authority Railroad right-of-way, and also all that part of the Northeast one-quarter (NE $\frac{1}{4}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$), of the Southwest one quarter (SW $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East, lying North of the said Port Authority Railroad right-of-way;

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The lands described hereon are lying in the City of Dania Beach, Broward County, Florida. Containing 1,215,500 Square Feet (27.904 Acres) more or less.

Prepared by:
CALVIN, ORDIANO & ASSOCIATES, INC.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida
September 29, 2003
P:\Projects\003\030717 Stiles ConocoPhillips Plant\SURVEY\Legal Descriptions\Stiles Development - 8 Sheet description 11-9-04.doc

SHEET 1 OF 1 SHEETS

17

ORDINANCE NO. 2005-53

AN ORDINANCE OF BROWARD COUNTY, FLORIDA, ADOPTING AN AMENDMENT AS PART OF THE SECOND ANNUAL 2005 AMENDMENTS TO THE BROWARD COUNTY COMPREHENSIVE PLAN; AMENDING THE 1989 BROWARD COUNTY LAND USE PLAN MAP SERIES TO ADDRESS THE ANNUAL UPDATE OF THE WETLANDS MAP; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

(Sponsored by the Board of County Commissioners)

WHEREAS, Broward County adopted the 1989 Broward County Comprehensive Plan on March 1, 1989; and



WHEREAS, the Department of Community Affairs has found the Broward County Comprehensive Plan in compliance with the Local Government Comprehensive Planning and Land Development Regulations Act; and

WHEREAS, Broward County now wishes to propose amendments to the Plan; and

WHEREAS, the Planning Council as the local planning agency for the Broward County Land Use Plan has held its hearings on May 26, 2005, and December 1, 2005, with due public notice; and

WHEREAS, the Board of County Commissioners held its transmittal public hearing on August 23, 2005, having complied with the notice requirements specified in Section 163.3184(15), Florida Statutes; and

WHEREAS, the Board of County Commissioners held an adoption public hearing on December 13, 2005, at 2:00 p.m. [also complying with the notice requirements specified in Section 163.3184(15)] at which public comment was accepted, and the objections, recommendations and comments of the Department of Community Affairs were considered; and

Approved BCC 12/13/05 #33 
Submitted By Plan Council
RETURN TO DOCUMENT CONTROL 

1 WHEREAS, the Board of County Commissioners after due consideration of all
2 matters hereby finds that the following amendment to the 1989 Broward County
3 Comprehensive Plan is consistent with the State Plan, Regional Plan and the Broward
4 County Comprehensive Plan; complies with the requirements of the Local Government
5 Comprehensive Planning and Land Development Regulation Act; and is in the best
6 interests of the health, safety and welfare of the residents of Broward County; and

7 WHEREAS, the proposed amendment constitutes an amendment as part of
8 Broward County's permitted second annual amendments to the Plan for 2005;

9 NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY
10 COMMISSIONERS OF BROWARD COUNTY, FLORIDA:

11 Section 1. The 1989 Broward County Land Use Plan is hereby amended by
12 Amendment PCNRM 05-1, which is an amendment to the 1989 Broward County Land
13 Use Plan Map Series, to address the annual update of the wetlands map, as set forth in
14 Exhibit A, attached hereto and incorporated herein.

15 Section 2. SEVERABILITY.

16 If any section, sentence, clause or phrase of this Ordinance is held to be invalid
17 or unconstitutional by any court of competent jurisdiction, then said holding shall in no
18 way affect the validity of the remaining portions of this ordinance.

19 Section 3. EFFECTIVE DATE.

20 1. The effective date of the plan amendment set forth in this ordinance shall
21 be:

22 (a) The date a final order is issued by the Department of Community Affairs
23 finding the amendment to be in compliance in accordance with Section 163.3184.
24

1 (b) The date a final order is issued by the Administration Commission finding
2 the amendment to be in compliance in accordance with Section 163.3184. The
3 Department's notice of intent to find a plan amendment in compliance shall be deemed
4 to be a final order if no timely petition is filed challenging the amendment.

5 (c) The date the Declaration of Restrictive Covenants, attached hereto as
6 Exhibit B, is recorded in the Public Records of Broward County, whichever date is later.

7 2. This Ordinance shall become effective as provided by law.

8 ENACTED December 13, 2005

9 FILED WITH THE DEPARTMENT OF STATE December 20, 2005

10 EFFECTIVE December 20, 2005

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SLC/t
11/2/05
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Environmental Protection Department
Biological Resources Division
Wetland Map Update 2004

Project Name	Applicant/Licensee	Section/Township/ Range	Change
Heron Bay North, Plat II	Craven Thompson & Associates	31/32/47/41	Jurisdictional determination, wetland polygon added
Heron Bay North, Phase II	MJ Nichols & Associates	31/47/41	Jurisdictional determination, wetland polygon added
Heron Bay North, 20 acre	MJ Nichols & Associates	31/47/41	Jurisdictional determination, wetland polygon added
Quigley Plat	Joe Zappoli	34/47/41	Jurisdictional determination, wetland polygon added
Pine Tree Estates Lot 211	Leslie Adams	01/48/41	Jurisdictional determination, wetland polygon added
Pine Tree Estates Lot 23C	Robbie Currie	01/48/41	Jurisdictional determination, wetland polygon added
Pine Tree Estates Lot 106	Classic Homes of South Florida, Inc.	02/48/41	Jurisdictional determination, wetland polygon added
Coconut Creek 15 acre	PR Jimmurt & Associates	06/48/42	Jurisdictional determination, wetland polygon added
21 acre	Kimley-Horn, Inc.	13/48/41	Jurisdictional determination, wetland polygon added
Deerfield Beach 13 acre	FPL	16/48/42	Jurisdictional determination, wetland polygon added
12.5 acre site	PR Jimmurt & Associates	17/48/42	Jurisdictional determination, wetland polygon added
Fordford Trails	Richard DelWitt	17/48/42	Jurisdictional determination, wetland polygon added
Haser Property	Envirocare Inc.	21/48/42	Jurisdictional determination, wetland polygon added
Heron Bay North, Phase I	WCI Communities	31/48/41	Jurisdictional determination, wetland polygon added
Sun Harbor Townhomes	Sun Harbor Townhomes	30/48/43	Environmental Resource License DFO4-1022
6.7 acre parcel	Morandi Engineering & Construction Inc.	02/50/40	Jurisdictional determination, wetland polygon added
0.79 acre parcel	Polican Coast Holdings	21/50/40	Jurisdictional determination, wetland polygon added
10 acre parcel	Arthur Hurley	13/50/40	Jurisdictional determination, wetland polygon added
28.98 acre nursery	PR Jimmurt & Associates	14/50/40	Jurisdictional determination, wetland polygon added
Dockside Lofts	Edelman Development Corporation	14/50/42	Environmental Resource License DFO3-1256
Holwadel Property	PR Jimmurt & Associates	16/50/42	Jurisdictional determination, wetland polygon added
42 acre parcel	95 WISE Inc.	18/50/41	Jurisdictional determination, wetland polygon added
Woodside Dr. Lot	Heather Treas	20/50/42	Jurisdictional determination, wetland polygon added
Rick Case Hyundai	R&R Davis, LLC	21/50/40	Environmental Resource License DFO3-1120

Project Name	Applicant/Licensee	Section/Township/ Range	Change
Drainage Maintenance Project	Port Everglades Department	23/50/42	Environmental Resource License DFO3-1074
FDOT right-of-way	Parsons Brinckerhoff	23/50/42	Jurisdictional determination, wetland polygon added
27.19 acre parcel	MJ Nichols & Associates	25/50/40	Jurisdictional determination, wetland polygon added
1.5 acre parcel	A. Licata Inc.	25/50/41	Jurisdictional determination, wetland polygon added
Flamingo Plat	Southern Homes of Broward	25/50/40	Environmental Resource License DFO3-1110
Port Everglades Outparcel	PR Jimrui & Associates	26/50/42	Jurisdictional determination, wetland polygon added
27 acre parcel	PR Jimrui & Associates	26/50/40	Jurisdictional determination, wetland polygon added
Griffin properties	AEF Fayed	27/50/39	Jurisdictional determination, wetland polygon added
Lot 1 198 Terrace Plat	Richard Rodriguez	26/50/39	Jurisdictional determination, wetland polygon added
Glenwood Properties	Dale White	30/50/40	Jurisdictional determination, wetland polygon added
Porton of Tract 23	Robert Martinez	31/50/40	Jurisdictional determination, wetland polygon added
Hidden Hollow	Jeffrey Evans	34/50/41	Environmental Resource License DFO3-1252
Strling Suites Hotel	B & JCM Properties	33/50/41	Environmental Resource License DFO3-1171
Wolf Family Plat	Stiles Development Co.	33/50/41	Jurisdictional determination, wetland polygon added
Matrix Property	Miller Legg & Associates	33/50/41	Jurisdictional determination, wetland polygon added
Meadowview Estates Lot	George Morris	34/50/40	Jurisdictional determination, wetland polygon added
Bergeron 17.38 acres	JJ Goldsach & Associates	34/50/39	Jurisdictional determination, wetland polygon added
Bergeron 32.05 acres	JJ Goldsach & Associates	34/50/39	Jurisdictional determination, wetland polygon added
Meadowview Estates Lot 14	Barbara Castro	34/50/40	Jurisdictional determination, wetland polygon added
1.68 acre parcel	Angelo Mele	35/50/41	Jurisdictional determination, wetland polygon added
Hacienda Los Angeles	JJ Goldsach & Associates	35/50/41	Jurisdictional determination, wetland polygon added
6100 SW 58th Place	Marielena Hernandez	35/50/41	Jurisdictional determination, wetland polygon added
2.21 acre parcel	Brent Adrian	35/50/41	Jurisdictional determination, wetland polygon added
5200 SW 198th Terrace	Miltiadis Chatzopoulos	35/50/39	Jurisdictional determination, wetland polygon added
Westlake Park Restoration Project	Broward County Parks & Recreation Division	35/50/42	Jurisdictional determination, wetland polygon added
G&G Marine, Inc.	Sieve Gance	35/50/42	Environmental Resource License DFO3-1117
Sheridan St Property	Town of Southwest Ranches	01/51/39	Jurisdictional determination, wetland polygon added
6915 SW 18th Way	Fred Terrible	01/51/39	Jurisdictional determination, wetland polygon added
David Wilson property	Jeffrey Campion	01/51/39	Jurisdictional determination, wetland polygon added
2.35 acre lot	PHI Construction	02/51/40	Jurisdictional determination, wetland polygon added
Sheridan Beach Club II	Tatalgar Associates, Inc.	02/51/42	Environmental Resource License DFO4-1038
Bailey single family lot	Garth Bailey	02/51/40	Environmental Resource License DFO3-1213

Project Name	Applicant/License	Section/Township/ Range	Change
19.32 acre parcel	Environmental Resource Solutions, Inc.	05/51/40	Jurisdictional determination, wetland polygon added
Lopez Residence	Bill Butland	05/51/40	Jurisdictional determination, wetland polygon added
Rolling Oaks Lot 10	Jean Williams	06/51/40	Jurisdictional determination, wetland polygon added
Mangrove removal	City of Hollywood	08/51/42	Jurisdictional determination, wetland polygon added
GLV Trust property	Gill Realty	10/51/39	Jurisdictional determination, wetland polygon added
Chapel Estates	MI Nichols & Associates	11/51/39	Jurisdictional determination, wetland polygon added
6.5 acre parcel	JJ Goldsich & Associates	13/51/39	Jurisdictional determination, wetland polygon added
Alhambra	Alhambra HOA	14/51/39	Jurisdictional determination, wetland polygon added
Harbor Lakes Estates	Lennar Homes, Inc.	23/24/51/29	Environmental Resource License DFO4-1069
Reserve at Huntington	Touss Homes	23/51/39	Environmental Resource License DFO4-1081
Windsor Palms	Community Association	24/51/41	Environmental Resource License DFO4-1053
Drainage Improvement Project	City of Hallandale Beach	27/51/42	Environmental Resource License DFO4-1117

STATE OF FLORIDA)

)SS

COUNTY OF BROWARD)

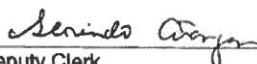
I, BERTHA HENRY, Interim County Administrator, in and for Broward County, Florida, and ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Ordinance 2005-53 as the same appears of record in minutes of said Board of County Commissioners meeting held on the 13th day of December 2005; item 33 of the 2:00 p.m. Public Hearing.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 29th day of December 2005.



(SEAL)

BERTHA HENRY
INTERIM COUNTY ADMINISTRATOR


Deputy Clerk

This Instrument Prepared by
and Should Be Returned to:
James L. Berger, Esquire
Berger Singerman, P.A.
350 East Las Olas Boulevard
Suite 1000
Ft. Lauderdale, Florida 33301

UTILITY AND DRAINAGE EASEMENT AGREEMENT

This UTILITY AND DRAINAGE EASEMENT AGREEMENT ("Easement Agreement") is made this 30th day of June, 2006, by Port Property, Ltd., a Florida limited partnership ("Port"), and Port Everglades Terminal Land, LLC, a Florida limited liability company ("Terminal").

WITNESSETH:

WHEREAS, Port is the owner of a certain parcel of real property more particularly described in Exhibit A annexed hereto and made a part hereof (hereinafter "Port Parcel") and Terminal is the owner of a certain parcel of real property more particularly described in Exhibit B attached hereto and made part hereof (hereinafter "Terminal Parcel"), both located in Broward County, Florida (the Port Parcel and the Terminal Parcel are collectively referred to as the "Property");

WHEREAS, Port is desirous of obtaining an easement over a portion of the Terminal Parcel for the purposes of (i) installation of utility services, and (ii) drainage and flowage of storm water, and (iii) installation of drainage and maintenance improvements; and

WHEREAS, Terminal is willing to grant to Port non-exclusive, perpetual easements for utilities and drainage subject to the terms set forth herein.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Terminal hereby grants to Port perpetual, non-exclusive easements over, upon, across and under the Terminal Parcel, subject to the following:

1. Utility Easement. Terminal does hereby grant unto Port, a perpetual, non-exclusive easement ("Utility Easement") for the benefit of the Port Parcel and applicable governmental authorities only for the purpose of utility services, including, without limitation, potable water, sewer, irrigation, water, electric power, gas, telephone, cable, and telecommunications services for the purposes of installing (underground other than reasonably necessary above ground support structures such as lift station junction boxes, control devises, circuit breakers, etc.), operating, maintaining,

359703-2
WPB 891023.4

(M)

repairing and replacing utility equipment reasonably necessary and required to provide utility services to the Port Parcel and the Terminal Parcel, in, over, under, across, through the portion of the Terminal Parcel as more particularly depicted in the sketch on Exhibit C attached hereto (all such improvements being "Shared Utilities"). Port shall be responsible for constructing, maintaining, repairing, and replacing any of the forgoing Shared Utilities located within the Terminal Parcel, including all costs associated therewith; subject, however, to certain reimbursement obligations of Terminal with respect to construction, installation, maintenance, repair and replacement of any of the Shared Utilities. Any and all above-ground structures or equipment required by Port to be located within the Terminal Parcel shall be placed in a location approved by Terminal (which approval shall not be unreasonably withheld or delayed) and located such that any such structures or equipment will not be a safety hazard, unsightly, or be in violation of any governmental regulations.

2. Drainage Easement. Terminal does hereby grant unto Port, a perpetual, non-exclusive easement ("Drainage Easement") for the benefit of the Port Parcel only for the purposes of (i) drainage and flowage of storm water run-off, and (ii) installing, operating, maintaining and replacing drainage improvements, including without limitation, culverts, ditches, manholes and pipes substantially consistent with a drainage plan (to be submitted by Port to Terminal for Terminal's approval, which approval shall not be unreasonably withheld or delayed) to provide drainage and flowage of storm water from the Port Parcel in, over, under, across, through and/or upon the portion of the Terminal Parcel as more particularly depicted in the sketch on Exhibit D attached hereto. Port specifically covenants and agrees that Port shall not use or permit the Terminal Parcel to be used for the flowage, drainage or discharge of any effluent other than storm water runoff. The Drainage Easement and facilities installed by Port shall be maintained by Port, at Port's sole expense.

The Utility Easement and the Drainage Easement are collectively referred to as the "Easements".

3. Rights reserved to Terminal. Terminal hereby reserves the right to the full use and enjoyment of the Terminal Parcel to the extent the same does not materially interfere with Port's use of the Easements hereunder. Terminal further reserves the right, from time to time, to relocate the Utility Easement and the Drainage Easement, at Terminal's sole cost and expense. Port, by acceptance hereof, agrees to execute any documents reasonably required by Terminal to reflect the relocation of the Utility Easement or the Drainage Easement of record.

4. Compliance with Applicable Laws. Port shall employ whatever means or methods are necessary in order that all water which is discharged by Port onto Terminal's property only consists of storm water runoff which meets all applicable water quality standards and hold harmless Terminal from and against all losses, costs, claims, demands or expenses suffered by Terminal as a direct result of any discharge onto the Terminal Parcel which does not meet all applicable water quality standards.

5. Indemnity. Port hereby agrees, jointly and severally, to unconditionally and absolutely indemnify, defend and hold Terminal and/or its officers, shareholders, directors, agents and employees from and against any and all demands, claims, actions or causes of action,

assessments, losses, costs, damages, liabilities, interest, penalties and reasonable attorney's fees and paralegal fees (at the trial and all appellate levels) asserted against, resulting to, imposed on, suffered or incurred by Terminal in connection with, arising out of, or as a result of, Port's use of any portion of the Terminal Parcel, including, but not limited to, any property damage, personal injury, regulatory compliance, and environmental violations. The indemnification obligations of Port with respect to these matters shall survive the termination of this Easement Agreement.

6. Binding Effect. The parties hereby acknowledge and agree that this Easement Agreement shall be appurtenant to, and for the benefit of, Post, shall run with the described herein Property, and shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

7. Amendments or Termination. This Easement Agreement may only be amended or terminated only by an instrument executed by Port and Terminal, together with all of the mortgagees holding instruments encumbering any portion of the Property.

8. Notices. Any notice required or desired to be sent to any party hereunder shall be in writing and shall be deemed to have been given (i) upon receipt if sent by facsimile with electronic confirmation of transmittal; provided a confirming copy of such notice is sent within 24 hours of facsimile transmittal by one of the other approved means of giving notice, and (ii) upon receipt, or on the date noted on the delivery receipt as the date delivery thereof was refused or could not be accomplished due to a change of address, if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified mail or registered mail, return receipt requested, with all postage and /or charges prepaid and addressed as follows:

If to Port:	Port Property, Ltd. Attention: Asset Management 300 S.E. 2 nd Street Fort Lauderdale, Florida 33301
With a copy to:	Berger Singerman, P.A. Attention: James L. Berger, Esquire 350 East Las Olas Boulevard Suite 1000 Fort Lauderdale, Florida 33301
If to Terminal:	Port Everglades Terminal Land, LLC Attention: Christopher Vecellio 101 Sansbury's Way West Palm Beach, FL 33411
With a copy to:	Gunster, Yoakley & Stewart P.A. Attention: Hugh William Perry, Esquire 777 South Flagler Drive, Suite 500 East

West Palm Beach, Florida 33401

Any party may change the address to which notice to it is to be given or the party to whose attention the notice or a copy thereof is to be directed by giving notice thereof in the manner provided above, said notice to be effective five (5) days following the receipt of same.

9. Enforcement. Any party hereto, its successors or assigns, may seek to enforce the easements, covenants, conditions and restrictions provided for herein by any proceeding at law or in equity. Failure to enforce any covenant, condition, or restriction herein contained for any period of time shall in no event be deemed a waiver of estoppel of the right to enforce same thereafter. In any proceeding for the enforcement or to determine the construction of any of the provisions hereof, the prevailing party shall be entitled to an award of costs and reasonable attorneys' fees.

10. Severability. Should any covenant, condition or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Easement Agreement be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

11. Interpretation. In the event of any dispute regarding the provisions of this Easement Agreement each party in the dispute shall choose one arbitrator, those arbitrators shall choose one additional arbitrator, and the decision of a majority of the three arbitrators thus chosen shall be final. If a dispute cannot be resolved in this way, the dispute shall be submitted to arbitration before the American Arbitration Association. Any arbitration shall take place within the County.

12. Construction of Terms. Whenever, the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

[SIGNATURES CONTINUE ON NEXT PAGE]

IN WITNESS WHEREOF, Port and Terminal have caused this Easement Agreement to be executed in their name as of the 30th day of June, 2006.

Signed, sealed and delivered
in the presence of:

PORT PROPERTY LTD., a Florida
limited partnership

By: **S/PEB, INC.**, a Florida corporation,
its general partner

Judy Sherman
Print Name: Judy Sherman

J. Sherman
Print Name: J. Sherman

By: [Signature]
Print Name: Rocky Frazier
Its: Vice

STATE OF FLORIDA)
COUNTY BROWARD) SS:

I HEREBY CERTIFY that on June 30, 2006, before me, an officer
duly qualified to take acknowledgements, personally appeared Rocky Frazier, as Vice Pres. of
S/PEB, Inc., a Florida corporation, the general partner of Port Property, LTD, a Florida limited
partnership, who subscribed to the foregoing instrument and acknowledged before me that he
executed the same on behalf of said corporation and limited liability company, who is personally
known to me or provided _____ as identification.

Notary Public:

Sign: Judith Louise Sherman
Print: Judith Louise Sherman
Commission #DD177173
State of Florida at Large Expires Feb 01, 2007
My Commission Expires Feb 01, 2007
Bokko Thru
Public Bonding Co., Inc

359703-2
WPB 891023.4

Signed, sealed and delivered
in the presence of:

**PORT EVERGLADES TERMINAL,
LLC**, a Florida limited liability company

By: **SOUTH FLORIDA MATERIALS
CORP.**, a Florida corporation, Manager

Print Name: HUGH W. REAY

By: Christopher Vecellio
Name: Christopher Vecellio
Title: Vice President

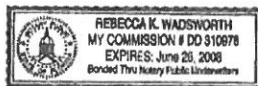
Print Name: Amelia R. Johnston

STATE OF FLORIDA)
) SS:
COUNTY Palm Beach)

I HEREBY CERTIFY that on June 30th, 2006, before me, an officer
duly qualified to take acknowledgements, personally appeared Christopher S. Vecellio, as
Vice President of South Florida Materials Corp., a Florida corporation, Manager of Port Everglades
Terminal, LLC, a Florida limited liability company, who subscribed to the foregoing instrument
and acknowledged before me that he executed the same on behalf of the corporation and the
company and who is personally known to me or provided _____ as identification.

Notary Public:

Sign: Rebecca K. Wadsworth
Print: Rebecca K. Wadsworth
State of Florida at Large (Sea)
My Commission Expires: 6/14/08



359703-2
WPB 891023.4

6

JOINDER

Joinder of mortgagees to be added as appropriate.

359703-2
WPB 891023 4

7

EXHIBIT A
LEGAL DESCRIPTION OF PORT PARCEL

359703-2
WPB 891023 4

8

LEGAL DESCRIPTION:

A portion of Parcel A, "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel A;

THENCE South 01°36'24" East on the East line of said Parcel A, a distance of 551.19 feet to the POINT OF BEGINNING;

THENCE continue South 01°36'24" East on said East line of said Parcel A, a distance of 259.85 feet to the beginning of tangent curve concave to the Northwest;

THENCE Southwesterly on said East line of Parcel A and the arc of said curve having a radius of 533.68 feet, through a central angle of 67°23'20" and an arc distance of 627.69 feet to a point of compound curvature with a curve concave to the Northeast;

THENCE Northwesterly on the South line of said Parcel A and the arc of said curve having a radius of 25.00 feet, through a central angle of 69°14'16" and an arc distance of 30.21 feet to a point of reverse curvature with a curve concave to the Southwest;

THENCE Northwesterly on said South line of Parcel A and on the arc of said curve having a radius of 180.00 feet, through a central angle of 59°39'16" and an arc distance of 187.41 feet to the Southwest corner of said Parcel A and the Southeast corner of Parcel B of said "PHILLIPS INDUSTRIAL PARK";

THENCE on the line common to said Parcels A and B, the following four (4) courses and distances;

1. North 01°41'28" West, a distance of 469.76 feet;
2. South 88°18'32" West, a distance of 145.00 feet;
3. North 46°43'15" West, a distance of 30.00 feet;
4. North 01°41'28" West, a distance of 199.95 feet;

THENCE North 88°02'56" East, a distance of 694.95 feet to the POINT OF BEGINNING.

Said lands lying in the City of Dania Beach, Broward County, Florida,

EXHIBIT B
LEGAL DESCRIPTION OF TERMINAL PARCEL

359703-2
WPB 891023.4

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EXHIBIT B

LEGAL DESCRIPTION AND DEPICTION OF CORPORATE V PROPERTY

LEGAL DESCRIPTION

A portion of Parcel A, together with all of Parcel B of "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel A;

THENCE South 01°36'24" East on the East line of said Parcel A, a distance of 551.19 feet;

THENCE South 88°02'56" West, a distance of 694.95 feet to the intersection with the Easterly line of said Parcel B;

THENCE Southerly on the line common to Parcels A and B, the following four (4) courses and distances:

1. South 01°41'28" East, a distance of 199.95 feet;
2. South 46°43'15" East, a distance of 30.00 feet;
3. North 88°18'32" East, a distance of 145.00 feet;
4. South 01°41'28" East, a distance of 469.76 feet to a point on the arc of a non-tangent curve, concave to the Southeast, whose radius point bears South 14°38'04" East, said point also being the Southwest corner of said Parcel A and the Southeast corner of said Parcel B;

THENCE on the South line of said Parcel B, the following three (3) courses and distances:

1. Southwesterly on the arc of said curve having a radius of 180.00 feet, through a central angle of 36°21'18" and an arc distance of 114.21 feet to a point of tangency;
2. South 39°00'38" West, a distance of 64.02 feet;
3. South 88°05'37" West, a distance of 278.34 feet to the Southwest corner of said Parcel B;

THENCE North 01°41'28" West on the West line of said Parcels A and B, a distance of 1348.59 feet to the Northwest corner of said Parcel A;

THENCE North 88°02'56" East on the North line of said Parcel A, a distance of 945.76 feet to the POINT OF BEGINNING.

TOGETHER WITH:

All of Parcel C, of "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida.

Said lands lying in Broward County, Florida.

WPB 890629 4

Exhibit "C"
LAND DESCRIPTION
30 FOOT STRIP IN CORPORATE PARK V, LTD
PHILLIPS INDUSTRIAL PARK
CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA

The East thirty (30) feet of the following described parcel of land, said thirty (30) foot strip lying West of and coincident with the East line of Parcel A, PHILLIPS INDUSTRIAL PARK, according to the plat thereof as recorded in Plat Book 175, Pages 23, 24 and 25 of the Public Records of Broward County, Florida:

A portion of Parcel A, together with all of Parcel B of "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel A;

THENCE South $01^{\circ}36'24''$ East on the East line of said Parcel A, a distance of 551.19 feet;

THENCE South $88^{\circ}02'56''$ West, a distance of 694.95 feet to the intersection with the Easterly line of said Parcel B;

THENCE Southerly on the line common to Parcels A and B, the following four (4) courses and distances:

1. South $01^{\circ}41'28''$ East, a distance of 199.95 feet;
2. South $46^{\circ}43'15''$ ^{East} ~~West~~, a distance of 30.00 feet;
3. North $88^{\circ}18'32''$ East, a distance of 145.00 feet;
4. South $01^{\circ}41'28''$ East, a distance of 469.76 feet to a point on the arc of a non-tangent curve, concave to the Southeast, whose radius point bears South $14^{\circ}38'04''$ East, said point also being the Southwest corner of said Parcel A and the Southeast corner of said Parcel B;

THENCE on the South line of said Parcel B, the following three (3) courses and distances:

1. Southwesterly on the arc of said curve having a radius of 180.00 feet, through a central angle of $36^{\circ}21'18''$ and an arc distance of 114.21 feet to a point of tangency;
2. South $39^{\circ}00'38''$ West, a distance of 64.02 feet;
3. South $88^{\circ}05'37''$ West, a distance of 278.34 feet to the Southwest corner of said Parcel B;

THENCE North $01^{\circ}41'28''$ West on the West line of said Parcels A and B, a distance of 1348.59 feet to the Northwest corner of said Parcel A;

THENCE North $88^{\circ}02'56''$ East on the North line of said Parcel A, a distance of 945.76 feet to the POINT OF BEGINNING.

Said lands lying in the City of Dania Beach, Broward County, Florida, containing a total net area of 16536 square feet (0.3796 acres), more or less.

C:\Documents and Settings\UBerger\Local Settings\Temporary Internet Files\OLKF30' strip in Corporate Park V.doc

EXHIBIT D
Legal Description of Drainage Easement

Parcel B, PHILLIPS INDUSTRIAL PARK, according to the Plat thereof as recorded in Plat Book 175, Pages 23, 24 and 25 of the Public Records of Broward County, Florida.

Said lands lying in the City of Dania Beach, Broward County, Florida and containing 373,912 square feet (8.584 acres) more or less.

360309-1

Plat Book 175, Pg 23

AMPLA

Return recorded copy to:

Development Management Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:

Daniel Habibe
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316

**NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND
ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON
EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET
FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE
PROPERTY.**

**AGREEMENT FOR AMENDMENT
OF NOTATION ON PLAT**

This is an Agreement, made and entered into by and between: BROWARD
COUNTY, a political subdivision of the state of Florida, hereinafter referred to as
"COUNTY,"

AND

Port Property, LTD; Port Everglades Terminal Land, LLC, its successors
and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the
Phillips Industrial Park Plat, Plat No./Clerk's File
No. 036-MP-03, hereinafter referred to as "PLAT," which PLAT or delegation request was
approved by the Board of County Commissioners of Broward County on
February 3, 2004; and

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and
made a part hereof, and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to
the Notation on the face of said PLAT; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board
of County Commissioners approved such an amendment at its meeting of
December 12, 2006;

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03/30/06 Revised

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Approved DEC 12/12/06 #58
S. J. [Signature] BY [Signature]
RETURN TO DOCUMENT CONTROL

NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."
3. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Development Management Division of Broward County
115 South Andrews Avenue, Room A240
Fort Lauderdale, FL 33301

For the DEVELOPER:

<u>J. Scott MacLaren, Port Properties, LTD</u>	<u>John Defrehn, Port Everglades Terminal Land, LLC</u>
<u>300 SE 2nd Street</u>	<u>101 Sansbury's Way</u>
<u>Fort Lauderdale, FL 33301</u>	<u>West Palm Beach, FL 33416</u>

4. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER's expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
5. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.
6. NOTATIONS. All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.

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10/2/2015
10:45:19 AM EST

7. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
8. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
9. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
10. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
11. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
12. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
13. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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BROWARD
COUNTY

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 12 day of December, 2006 and DEVELOPER, signing by and through its representative duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

By

Mayor

2 day of May, 2007

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

By

Assistant County Attorney

16th day of April, 2007

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03/30/06 Revised

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BROWARD
COUNTY
FLORIDA

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

(Signature) [Signature]
Print name: J. Scott MacLaren

(Signature) Patricia Clements
Print name: Patricia Clements

Port Property, Ltd., a Florida Limited Partnership
By: S/PEB, Inc., a Florida Corporation, its General Partner
Name of Developer (corporation/partnership)

By [Signature]
(Signature) Dennis F. O'Shea
Print name: _____
Title: Vice President
Address: 300 SE 2nd Street
Fort Lauderdale, FL 33301

22nd day of December, 2006

ATTEST (if corporation):

(Secretary Signature) [Signature]
Print Name of Secretary: Patricia A. Jones

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
COUNTY OF Broward) SS.

The foregoing instrument was acknowledged before me this 22nd day of December, 2006, by Dennis F. O'Shea, as Vice President of S/PEB, Inc., a Florida corporation/partnership, on behalf of the corporation/partnership. He or she is:
☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

(Seal)

My commission expires:
6/14/07

NOTARY PUBLIC:

Patricia Clements
Print name: Patricia Clements

Patricia Clements
Commission #DD215188
Expires: Jun 14, 2007
Bonded Thru
Bonding Co., Inc.
CAF#358
01/01/04 Revised



MORTGAGEE-CORPORATION/PARTNERSHIP

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

Francis E. Hines
(Signature)
Print name: Francis E. Hines
Alex Hatch
(Signature)
Print name: Alex Hatch

PORT EVERGLADES TERMINAL LAND LLC
Name of Mortgagee (corporation/partnership)
By Christopher Vecellio
(Signature)
Print name: Christopher Vecellio
Title: Vice President of Managing Member: South Florida
Address: 101 Sansbury's Way MATBEING CORP
West Palm Beach, FL 33411
// day of APRIL, 2007

ATTEST (If corporation):

L.Z. J. [Signature]
(Secretary Signature)

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
COUNTY OF Palm Beach) SS.

The foregoing instrument was acknowledged before me this 11 day of April, 2007, by Christopher Vecellio, as Vice President of Port Everglades Terminal Land LLC, a LLC corporation/partnership, on behalf of the corporation/partnership. He or she is:

☒ personally known to me, or
☐ produced identification of identification produced _____

(Seal)

My commission expires

7/13/2011

NOTARY PUBLIC: OlBradley

Dianne Bradley
Print name:

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03/30/06 Revised

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MORTGAGEE-CORPORATION/PARTNERSHIP

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

City National Bank of Florida

Name of Mortgagee (corporation/partnership)

Tamara C. Aguiar
(Signature)
Print name: Tamara C. Aguiar

By Jeffrey S. Wolfe
(Signature)

Print name: Jeffrey S. Wolfe

Title: Senior Vice President

Address: 25 W. Flagler Street

Miami, FL 33130

Cindy M. Hartness
(Signature)
Print name: Cindy M. Hartness

27 day of DECEMBER, 2006

ATTEST (if corporation):

(Secretary Signature)

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
COUNTY OF Broward) SS.

The foregoing instrument was acknowledged before me this 27 day of December, 2006 by Jeffrey Wolfe, as SVP of City National Bank, a National corporation/partnership, on behalf of the corporation/partnership. He or she is:
☒ personally known to me, or
☐ produced identification. Type of identification produced _____

(Seal)

My commission expires _____



NOTARY PUBLIC:

Cindy M. Hartness
Print name: Cindy M. Hartness

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03/30/06 Revised

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BROWARD
COUNTY

EXHIBIT "A"

LEGAL DESCRIPTION

All of PHILLIPS INDUSTRIAL PARK, according to the plat thereof as recorded in Plat Book 175, Pages 23, 24 and 25 of the Public Records of Broward County, Florida.

Said lands lying in the City of Dania Beach, Broward County, Florida.

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03/30/06 Revised

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B

BROWARD
COUNTY
FLORIDA

EXHIBIT "B"

AMENDMENT TO NOTATION ON PLAT

The existing notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended from:

Parcel A is restricted to 330,000 square feet of warehouse and 50,000 square feet of office. Bank and other commercial/retail uses are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

Parcel B is restricted to Wetland Preserve as recorded in O.R.B. 36622, Pg. 877, B.C.R.

Parcel C is restricted to access use only.

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

Parcel A is restricted to 18.88 acres of industrial use and 110,883 square feet of office. Bank and other commercial/retail uses are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

Parcel B is restricted to Wetland Preserve as recorded in O.R.B. 36622, Pg. 877, B.C.R.

Parcel C is restricted to access use only.

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EXHIBIT "B" - CONTINUED

PLEASE CHECK THE APPROPRIATE BOX OR BOXES.

[X] Expiration of Finding of Adequacy for Plat without an Expiration of a Finding of Adequacy notation or the Finding of Adequacy has expired.

If a building permit for a principal building (excluding dry models, sales and construction offices) is not issued by February 3, 2009, then the County=s finding of adequacy shall expire and no additional building permits shall be issued for the amended uses until such time as Broward County makes a subsequent finding that the applicant satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; and/or

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads have not been substantially completed by February 3, 2009, then the County=s finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the applicant satisfies the adequacy requirements set forth within Broward County Land Development Code. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

[X] Air Navigation Hazards.

Any structure within this Plat shall comply with Section IV D 1. f., Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.

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03/30/06 Revised

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BROWARD
COUNTY
PLAT

AGENT OF RECORD FOR NOTICE OF EXPIRATION OF FINDINGS OF ADEQUACY

Pursuant to the provisions of the Broward County Land Development Code, each applicant shall provide Broward County with the name and address of the applicant's agent of record for the purpose of notifying said agent of record of the pending expiration of the County's findings of adequacy relating to the approval of a development permit. It is the obligation of the applicant and/or future owners of the property to ensure that the agent of record information is current at all times.

Name of Plat: Phillips Industrial Park Plat (036-MP-03)

Legal Description of Platted Property: _____

See attached Exhibit A

Name of Owner: Port Everglades Terminal Land LLC

Name of Agent of Record: John Defrehn

Address of Agent of Record: 101 Sansbury's Way

West Palm Beach, FL 33416

John Defrehn

Print Name of Owner

[Signature]

Signature of Owner

27th day of Dec, 2006

CAF#475
01/01/02

Approved SCD 12/12/06 #53
Submitted By Dev. Mgmt.
UP TO DOCUMENT OFFICE

STATE OF Florida)
) SS.
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 28th day of DECEMBER, 2009, by JOHN A. DETRENN who is
[☒] personally known to me, or
[☐] produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal) ANGELA L. EMOND
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXP. NOV. 18, 2009
NO. DD 476870

Angela L. Emond
Print name:

My commission expires: 11/18/2009

CAF#475
01/01/02



Exhibit A
Legal Description

All of PHILLIPS INDUSTRIAL PARK, according to the plat thereof as recorded in Plat Book 175, Pages 23, 24 and 25 of the Public Records of Broward County, Florida.

Said lands lying in the City of Dania Beach, Broward County, Florida

AGENT OF RECORD FOR NOTICE OF EXPIRATION OF FINDINGS OF ADEQUACY

Pursuant to the provisions of the Broward County Land Development Code, each applicant shall provide Broward County with the name and address of the applicant's agent of record for the purpose of notifying said agent of record of the pending expiration of the County's findings of adequacy relating to the approval of a development permit. It is the obligation of the applicant and/or future owners of the property to ensure that the agent of record information is current at all times.

Name of Plat: Phillips Industrial Park Plat (036-MP-03)

Legal Description of Platted Property: _____

See attached Exhibit A

Name of Owner: Port Property LTD

Name of Agent of Record: J. Scott MacLaren

Address of Agent of Record: 300 SE 2nd Street

Fort Lauderdale, FL 33301

J. Scott MacLaren

Print Name of Owner

[Signature]

Signature of Owner

21st day of December, 2006

CAF#475
01/01/02



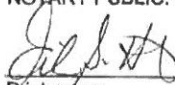
Approved By: 12/12/06 #58
Submitted By: Dev. Agent
DATE TO DOCUMENT: 01/01/07

STATE OF Florida)
COUNTY OF Broward) SS.

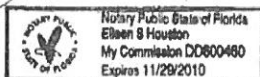
The foregoing instrument was acknowledged before me this 21st day of December, 2006, by J. Scott McLanahan who is
☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)


Print name:

My commission expires:



CAF#475
01/01/02



Exhibit A
Legal Description

All of PHILLIPS INDUSTRIAL PARK, according to the plat thereof as recorded in Plat Book 175, Pages 23, 24 and 25 of the Public Records of Broward County, Florida.

Said lands lying in the City of Dania Beach, Broward County, Florida

Prepared by and return to:
Neil W. Pinlock, Esq.
Ruden, McClosky, Smith, Schuster & Russell, P.A.
222 Lakeview Avenue, Suite 600
West Palm Beach, FL 33401

AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY

THIS AGREEMENT (this "Agreement") is made as of the 27 day of August, 2007 by between **PORT EVERGLADES TERMINAL LAND LLC**, a Florida limited liability company, having an address at 101 Sansbury's Way, West Palm Beach, Florida 33411 ("Promisor"), to and for the benefit of **SUNTRUST BANK**, having an address at 515 East Las Olas Boulevard, 7th Floor, Ft. Lauderdale, Florida 33301 ("Bank").

KNOW ALL MEN BY THESE PRESENTS: that the Promisor, for and in consideration of Ten and No/100 Dollars (\$10.00) paid to it, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of inducing Bank to extend credit to South Florida Materials Corp., a Florida corporation ("Borrower"), Promisor hereby covenants, promises and agrees as follows, for so long as any extension of credit to Borrower or any indebtedness or obligation of Borrower to Bank shall remain unpaid:

1. Promisor will not, without first procuring the consent in writing of the Bank, create or permit to exist any lien or other encumbrance on any of its property, real or personal, whether now owned or hereafter acquired, or any interest therein, including, but not limited to, the real property hereinafter described; and will not, directly or indirectly, agree or enter into or become liable under any agreement that at any time restricts or prohibits the creation, incurrence or existence of any lien on any of its property, real or personal, whether now owned or hereafter acquired, or any interest therein, including, but not limited to, the real property hereinafter described.
2. Promisor shall not have the power, right or privilege to, nor will it, sell, transfer, assign, hypothecate, or in any manner whatever, dispose of any property, real or personal, whether now owned or hereafter acquired, or any interest therein, including specifically, but not limited to, the real estate situate in Broward County, Florida, described in Exhibit "A" attached hereto and incorporated herein.
3. Any violation of this Agreement shall be void ab initio and of no force or effect, and shall constitute an event of default under and with respect to all extensions of credit by the Bank to the Borrower (and any indebtedness or obligation of Borrower to Bank) entitling Bank to exercise the default remedies provided for therein, and at law and in equity.
4. Promisor shall indemnify and hold harmless the Bank against all damages, direct or indirect, actual, consequential, or otherwise, which may be sustained as a result of any breach of this Agreement (including, without limitation, reasonable attorneys' fees incurred at any pre-trial, trial, appellate, post-judgment or bankruptcy proceedings).
5. This Agreement shall run with the assets of Promisor (including, without limitation, the real estate described in the attached Exhibit "A") and bind and inure to the benefit of the Promisor and Bank and their respective successors and assigns, including without limitation, any and all ostensible future owners of any such property and any and all persons ostensibly granted or holding any lien thereon or security interest therein.

WPB:321700:1

(3)

6. This Agreement may not be changed or terminated except in a writing signed by Bank.

7. If any portion of this Agreement shall violate any applicable law or otherwise be invalid or unenforceable, the remainder of this Agreement shall be effective as if the violating, invalid or unenforceable provision(s) were never contained herein.

IN WITNESS WHEREOF, the Promisor has executed this Agreement as of the date first set forth above.

Signed, sealed and delivered
in the presence of:

PROMISOR:

PORT EVERGLADES TERMINAL LAND LLC, a
Florida limited liability company

By: South Florida Materials Corp. a Florida
corporation, sole member

By: L. L. Goodwin
Name: L. L. Goodwin
Title: SECRETARY & TREASURER (SEAL)

Rose A. Goodwin
Witness
Name: Rose A. Goodwin

Christina Farley
Witness
Name: Christina Farley

STATE OF West Virginia
COUNTY OF Raleigh

The foregoing instrument was acknowledged before me this 27 day of August
2007, by L. L. Goodwin, as _____ of South Florida Materials Corp., a
Florida corporation, sole member of PORT EVERGLADES TERMINAL LAND LLC, a Florida limited liability
company, on behalf of the company.

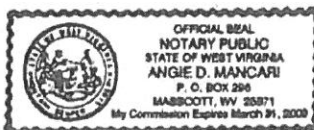
Personally known ☒ or produced identification _____

Type of identification produced _____

Angie D. Mancari
NOTARY PUBLIC

State of West Virginia
Name: Angie D. Mancari

Commission No.: _____



WPB:321700:1

EXHIBIT "A"

Legal Description

A portion of Parcel A, together with all of Parcel B of "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of said Parcel A;

THENCE South 01°36'24" East on the East line of said Parcel A, a distance of 551.19 feet;

THENCE South 88°02'56" West, a distance of 694.95 feet to the intersection with the Easterly line of said Parcel B;

THENCE Southerly on the line common to Parcels A and B, the following four (4) courses and distances:

1. South 01°41'28" East, a distance of 199.95 feet;
2. South 46°43'15" East, a distance of 30.00 feet;
3. North 88°18'32" East, a distance of 145.00 feet;
4. South 01°41'28" East, a distance of 469.76 feet to a point on the arc of a non-tangent curve, concave to the Southeast, whose radius point bears South 14°38'04" East, said point also being the Southwest corner of said Parcel A and the Southeast corner of said Parcel B;

THENCE on the South line of said Parcel B, the following three (3) courses and distances:

1. Southwesterly on the arc of said curve having a radius of 180.00 feet, through a central angle of 36°21'18" and an arc distance of 114.21 feet to a point of tangency;
2. South 39°00'38" West, a distance of 64.02 feet;
3. South 88°05'37" West, a distance of 278.34 feet to the Southwest corner of said Parcel B;

THENCE North 01°41'28" West on the West line of said Parcels A and B, a distance of 1348.59 feet to the Northwest corner of said Parcel A;

THENCE North 88°02'56" East on the North line of said Parcel A, a distance of 945.76 feet to the POINT OF BEGINNING.

TOGETHER WITH:

All of Parcel C, of "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida.

Said lands lying in Broward County, Florida.

WPB:321700:1

Work Request No. 2809341

EASEMENT

Sec. ___ Twp. ___ S, Rge. ___ E

This Instrument Prepared By

Parcel I.D. 504223290011
(Maintained by County Appraiser)

Name: TIMOTHY DOE
Co. Name: Florida Power & Light Company
Address: 3020 NW 18TH STREET
FT. LAUDERDALE, FL 33311
pg. ___ of ___

Form 3722 (Stocked) Rev. 7/94

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Reserved for Circuit Court

DANIA PARK N' GO

SEE ATTACH EXHIBIT "A"

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20____.

Signed, sealed and delivered in the presence of:

Judy Sherman
(Witness Signature)

Print Name: Judy Sherman

Bill Rouleau
(Witness Signature)

Print Name: Bill Rouleau
(Witness)

PORT PROPERTY LTD., by S/PEB, Inc., its
general partner

By: [Signature]
Vice (President's signature)

Print Name: ROCCO FERRERA

Print Address: 300 SE 2nd Street

Fort Lauderdale, FL 33301

Attest: [Signature]
(Secretary's signature)

Print Name: ROBERT ESPOSITO

Print Address: 300 SE 2nd Street

Fort Lauderdale, FL 33301

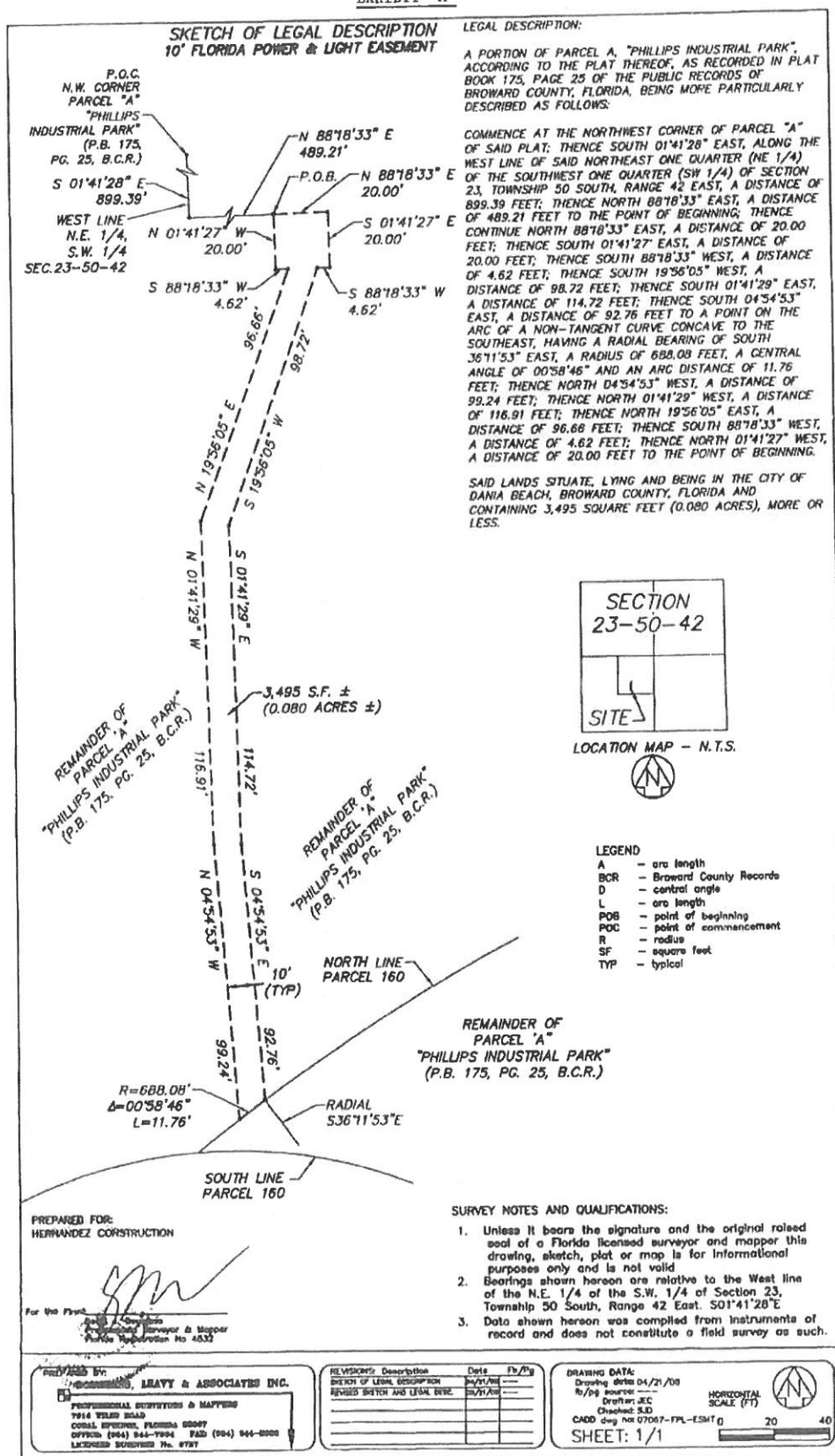
(Corporate Seal)

STATE OF FLORIDA AND COUNTY OF BROWARD. The foregoing instrument was acknowledged before me this 11th day of June, 2008, by Rocco Ferrera, and Robert Esposito, respectively the Vice President and Secretary of S/PEB, Inc., a Florida corporation, on behalf of said corporation, who are personally known to me or have produced identification, and who did (did not) take an oath.

My Commission Expires: 2/1/2011

Judith Louise Sherman
Notary Public, State of Florida
Print Name: Judith Louise Sherman
Commission # DD624060
Expires: FEB. 01, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT "A"



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ORIGINAL

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

CIVIL ACTION NO.:

0801779

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION,

Petitioner,

-vs-

Parcel No(s): 160

PORT PROPERTY, LTD., et al.

Defendants.

NOTICE OF LIS PENDENS

TO: ALL DEFENDANTS NAMED IN AN ATTACHMENT HERETO AND ALL OTHERS WHOM
IT MAY CONCERN:

You are hereby notified of the filing of a lawsuit by the Petitioner against you seeking to condemn and acquire by eminent domain proceedings in accordance with Chapters 3, 74 and 334 through 339, inclusive, Florida Statutes, as amended, the property described by attachment herein. This property is located in the State of Florida, County of Broward.

Please be governed accordingly.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421
(954) 777-4529

By:

Philip E. Greenwald, Esq.
Florida Bar No. 633798

Dated:

01/15/08

1.

(6)

Broward County, Board of Commissioners
Serve: Josephus Eggelletion, Jr., as Mayor
115 South Andrews Avenue, Suite 413
Ft. Lauderdale, FL 33301
As to interest in and to any parcel herein

Broward County Revenue Collection Division
Serve: Judith M. Fink, Director
115 South Andrews Avenue, Room 218
Ft. Lauderdale, FL 33301
As to interest in and to any parcel herein

City National Bank of Florida, a National Banking Corporation
Serve: Leonard L. Abess, Jr., as Chair/President/CEO
25 West Flagler Street
Miami, FL 33130
Parcel 160

Everglades Pipe Line Company, L.P., a Delaware Limited Partnership
Serve: Corporation Service Company, as registered agent
1201 Hays Street
Tallahassee, FL 32301
Parcel 160

Port Property, LTD., a Florida Limited Partnership
Serve: Andrew H. Schuster, Esq. of Brigham Moore, LLP
2525 Ponce de Leon Boulevard, Suite 625
Coral Gables, FL 33134-6051
Parcel 160

Phillips Pipe Line Company, a dissolved Delaware Corporation
Serve: D. Ysebaert, as President
600 N. Dairy Ashford
Houston, TX 77079
Parcel 160

3.

Item/Segment No. 4039841
 (Section No. 86095-2406)
 (10-16-07)

Fee Simple Right of Way

Parcel No. 160 State Road 862 Broward County Description

A portion of parcel "A" of "PHILLIPS INDUSTRIAL PARK" according to the plat thereof as recorded in Plat Book 175 at Page 23 of the Public Records of Broward County, Florida; lying in the Northeast One-Quarter (N.E. $\frac{1}{4}$), of the Southwest One-Quarter (S.W. $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East in the City of Dania Beach, Broward County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of said Northeast One-Quarter (N.E. $\frac{1}{4}$) of the Southwest One-Quarter (S.W. $\frac{1}{4}$) of said Section 23 also being the Southwest Corner of Parcel "B" (Wetland Preserve) of mentioned Plat (Plat Book 175, Page 23); thence North $88^{\circ}04'53''$ East, along the South Line of said Northeast One-Quarter (N.E. $\frac{1}{4}$) of the Southwest One-Quarter (S.W. $\frac{1}{4}$) of said Section 23 and along the South Line of said Parcel "B" (Wetland Preserve), also being the South Plat Limit Line of said Plat a distance of 278.17 feet to a point of intersection with the Westerly Right of Way Line of a Parcel recorded on Official Record Book 10788 at Page 384 of the Public Records of Broward County, Florida and shown on the Florida Department of Transportation Right of Way Map Section 86095-2406, Sheet 5 of 13; thence North $38^{\circ}59'30''$ East along last described Westerly Right of Way also being the Southeasterly Line of said Parcel "B" (Wetland Preserve) for a distance of 64.01 feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 180.00 feet, a central angle of $46^{\circ}41'09''$; thence run Northeasterly along the arc of said circular curve to the right, also being the Right of Way Line of said Parcel and the Plat Limit Line of said Plat (Plat Book 175, Page 23) a distance of 146.67 feet to the point of intersection with a circular curve concave to the Southeast and the POINT OF BEGINNING of the Parcel hereinafter to be described, this curve has a radius of 688.08 feet, a central angle of $36^{\circ}38'25''$; thence from a tangent bearing of North $51^{\circ}12'32''$ East, run Northeasterly along the arc of said circular curve to the right, a distance of 440.02 feet, to the point of intersection and a point of cusp, with a circular curve concave to the Northwest, having a radius of 533.68 feet; a central angle of $34^{\circ}21'58''$, thence from a tangent bearing of South $31^{\circ}23'50''$ West, run Southwesterly along the arc of said

(Continue on the next page)

Item/Segment No. 4039841
 (Section No. 86095-2406)
 (10-16-07)

Fee Simple Right of Way

Parcel No. 160 State Road 862 Broward County Description

circular curve to the right also being the Westerly Right of Way Line of Broward County Port Authority Railway and a Plat Limit Line as shown on said Plat (Plat Book 175, Page 23) a distance of 320.10 feet to a point of compound curvature with a circular curve concave to the North, having a radius of 25.00 feet, a central angle of 69°14'15"; thence from a tangent bearing of South 65°45'48" West, run Southwesterly, Westerly and Northwesterly, along the arc of said circular curve to the right also being said Right of Way Line of said Parcel and said Plat Limit Line, and Non-Vehicular Access Line as shown on said Plat (Plat Book 175 at Page 23), a distance of 30.21 feet, to a point of reverse curvature with a circular curve concave to the Southwest, having a radius of 180.00 feet, a central angle of 49°19'24"; thence from a tangent bearing of North 44°59'57" West, run Northwesterly and Westerly, along the arc of said circular curve to the left also being said Right of Way Line of said Parcel and said Plat Limit Line, a distance of 154.95 feet (106.56 feet along the Non-Vehicular Access Line as shown on said Plat) to a point of cusp of this herein described Parcel and the POINT OF BEGINNING.

Containing 38,318 square feet (0.880 acres) more or less.

OWNED BY: Port Property, LTD., a Florida Limited Partnership

ENCUMBERED BY: Second Mortgage Modification and Future Advance Agreement recorded in O.R. Book 43607 at Page 81 in favor of: City National Bank of Florida, a National Banking Corporation.

State of Florida Financing Statement Amendment Form (UCC) recorded in O.R. Book 43607 at Page 90 in favor of: City National Bank of Florida, a National Banking Corporation.

Mortgage Modification and Spreader Agreement and Partial Release of Lien recorded in O.R. Book 42358 at Page 383 in favor of: City National Bank of Florida, a National Banking Corporation.

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State of Florida Financing Statement Form (UCC) recorded in O.R. Book 36966 at Page 582 in favor of: City National Bank of Florida, a National Banking Corporation.

Collateral Assignment of Leases, Rents, and Licenses recorded in O.R. Book 36966 at Page 575 in favor of: City National Bank of Florida, a National Banking Corporation.

Lease recorded in O.R. Book 320 at Page 108 in favor of: Phillips Pipe Line Company, a dissolved Delaware Corporation.

Assignment and Assumption of Rights of Way recorded in O.R. Book 14340 at Page 52 in favor of: Everglades Pipe Line Company, L.P., a Delaware Limited Partnership.

3
Last Gore

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION,

Petitioner,

vs.

PORT PROPERTY, LTD., et al.,

Defendants.

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

CIVIL ACTION NO.:0801779 (13)

PARCELS NO.: 160

ORDER OF TAKING

THIS CAUSE coming on to be heard by the Court, and it appearing that proper notice was first given to all the Defendants and to all persons having or claiming any equity, lien, title, or other interest in or to the real property described in the Petition that the Petitioner would apply to this Court on the 25th day of March 2008, for an Order of Taking and the Court being fully advised in the premises, upon consideration, it is, therefore,

ADJUDGED:

1. That the Court has jurisdiction of the subject matter of and the parties to this cause;
2. That the pleadings in this cause are sufficient, and the Petitioner is properly exercising its delegated authority;
3. That the Estimate of Value filed in this cause by the Petitioner was made in good faith and based upon a valid appraisal;
4. That upon the payment of the deposit hereinafter specified into the Registry of this Court, all rights, title or interest specified in the Petition to Parcel 160, as described herein shall vest in the Petitioner;

(8)

Case No. 0801779(13)
Parcel No. 180

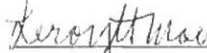
5. That the deposit of money will secure the persons lawfully entitled to the compensation
which will ultimately be determined by final judgment of this Court;
6. That the sum of money to be deposited in the Registry
of the Court within twenty (20) days of the entry of this Order shall be in the
amount of SEVEN HUNDRED SEVEN THOUSAND NINE HUNDRED AND
00/100 (\$707,900.00) DOLLARS.
7. That on deposit as set forth above and without further
notice or Order of this Court the Petitioner shall be entitled to possession of the
property described in the Petition.
8. Petitioner shall construct:
 - A. An access roadway to Defendant's property and connect the access roadway
to Petitioner's project. Petitioner shall construct the access roadway at the
location depicted in the sketch attached hereto and incorporated by reference
herein as Exhibit "A", with Petitioner's work, absent agreement between the
parties, being limited to that which can be performed within the right-of-way;
 - B. A signalized intersection at Defendant's access roadway; and
 - C. An eastbound left turn lane on Eller Drive into Defendants's access roadway.
9. Petitioner shall maintain access to the Park-N- Go Facility throughout Petitioner's
construction project.
10. To avoid any prejudice, in the event compensation is submitted for jury
determination, the fact that Defendant did not object to this Order of Taking shall

Case No. 0801779(13)
Parcel No. 160

not be made known or disclosed in any manner to the jury in this cause, and the jury will be advised that the Court determined the Petitioner may condemn the properties involved in this action.

DONE and ORDERED in Fort Lauderdale, Broward County, Florida, this 28th day of

April, 2008.



CIRCUIT JUDGE

Copies furnished to
All Parties on the Attached Mailing List

FDOT VS. PORT PROPERTY, LTD
PARCEL 160
SERVICE LIST

Broward County, Board of Commissioners
Serve: Josephus Eggelletion, Jr., as Mayor
115 South Andrews Avenue, Suite 413
Ft. Lauderdale, FL 33301
As to interest in and to any parcel herein

Broward County Revenue Collection Division
Serve: Judith M. Fink, Director
115 South Andrews Avenue, Room 218
Ft. Lauderdale, FL 33301
As to interest in and to any parcel herein

City National Bank of Florida, a National Banking Corporation
Serve: Leonard L. Abess, Jr., as Chair/President/CEO
25 West Flagler Street
Miami, FL 33130
Parcel 160

Everglades Pipe Line Company, L.P., a Delaware Limited Partnership
Serve: Corporation Service Company, as registered agent
1201 Hays Street
Tallahassee, FL 32301
Parcel 160

Port Property, LTD., a Florida Limited Partnership
Serve: Andrew H. Schuster, Esq. of Brigham Moore, LLP
2525 Ponce de Leon Boulevard, Suite 625
Coral Gables, FL 33134-6051
Parcel 160

Phillips Pipe Line Company, a dissolved Delaware Corporation
Serve: D. Ysebaert, as President
600 N. Dairy Ashford
Houston, TX 77079
Parcel 160

Item/Segment No. 4039841
 (Section No. 86095-2406)
 (10-16-07)

Fee Simple Right of Way

Parcel No. 160 State Road 862 Broward County Description

A portion of parcel "A" of "PHILLIPS INDUSTRIAL PARK" according to the plat thereof as recorded in Plat Book 175 at Page 23 of the Public Records of Broward County, Florida; lying in the Northeast One-Quarter (N.E. $\frac{1}{4}$), of the Southwest One-Quarter (S.W. $\frac{1}{4}$) of Section 23, Township 50 South, Range 42 East in the City of Dania Beach, Broward County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of said Northeast One-Quarter (N.E. $\frac{1}{4}$) of the Southwest One-Quarter (S.W. $\frac{1}{4}$) of said Section 23 also being the Southwest Corner of Parcel "B" (Wetland Preserve) of mentioned Plat (Plat Book 175, Page 23); thence North $88^{\circ}04'53''$ East, along the South Line of said Northeast One-Quarter (N.E. $\frac{1}{4}$) of the Southwest One-Quarter (S.W. $\frac{1}{4}$) of said Section 23 and along the South Line of said Parcel "B" (Wetland Preserve), also being the South Plat Limit Line of said Plat a distance of 278.17 feet to a point of intersection with the Westerly Right of Way Line of a Parcel recorded on Official Record Book 10788 at Page 384 of the Public Records of Broward County, Florida and shown on the Florida Department of Transportation Right of Way Map Section 86095-2406, Sheet 5 of 13; thence North $38^{\circ}59'30''$ East along last described Westerly Right of Way also being the Southeasterly Line of said Parcel "B" (Wetland Preserve) for a distance of 64.01 feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 180.00 feet, a central angle of $46^{\circ}41'09''$; thence run Northeasterly along the arc of said circular curve to the right, also being the Right of Way Line of said Parcel and the Plat Limit Line of said Plat (Plat Book 175, Page 23) a distance of 146.67 feet to the point of intersection with a circular curve concave to the Southeast and the POINT OF BEGINNING of the Parcel hereinafter to be described, this curve has a radius of 688.08 feet, a central angle of $36^{\circ}38'25''$; thence from a tangent bearing of North $51^{\circ}12'32''$ East, run Northeasterly along the arc of said circular curve to the right, a distance of 440.02 feet, to the point of intersection and a point of cusp, with a circular curve concave to the Northwest, having a radius of 533.68 feet; a central angle of $34^{\circ}21'58''$, thence from a tangent bearing of South $31^{\circ}23'50''$ West, run Southwesterly along the arc of said

(Continue on the next page)

Item/Segment No. 4039841
(Section No. 86095-2406)
(10-16-07)

Fee Simple Right of Way

Parcel No. 160 State Road 862 Broward County Description

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Containing 38,318 square feet (0.880 acres) more or less.

PARCEL 160

OWNED BY: Port Property, LTD., a Florida Limited Partnership

ENCUMBERED BY: Second Mortgage Modification and Future Advance Agreement recorded in O.R. Book 43607 at Page 81 in favor of: City National Bank of Florida, a National Banking Corporation.

State of Florida Financing Statement Amendment Form (UCC) recorded in O.R. Book 43607 at Page 90 in favor of: City National Bank of Florida, a National Banking Corporation.

Mortgage Modification and Spreader Agreement and Partial Release of Lien recorded in O.R. Book 42358 at Page 383 in favor of: City National Bank of Florida, a National Banking Corporation.

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State of Florida Financing Statement Form (UCC) recorded in O.R. Book 36966 at Page 582 in favor of: City National Bank of Florida, a National Banking Corporation.

Collateral Assignment of Leases, Rents, and Licenses recorded in O.R. Book 36966 at Page 575 in favor of: City National Bank of Florida, a National Banking Corporation.

Lease recorded in O.R. Book 320 at Page 108 in favor of: Phillips Pipe Line Company, a dissolved Delaware Corporation.

Assignment and Assumption of Rights of Way recorded in O.R. Book 14340 at Page 52 in favor of: Everglades Pipe Line Company, L.P., a Delaware Limited Partnership.

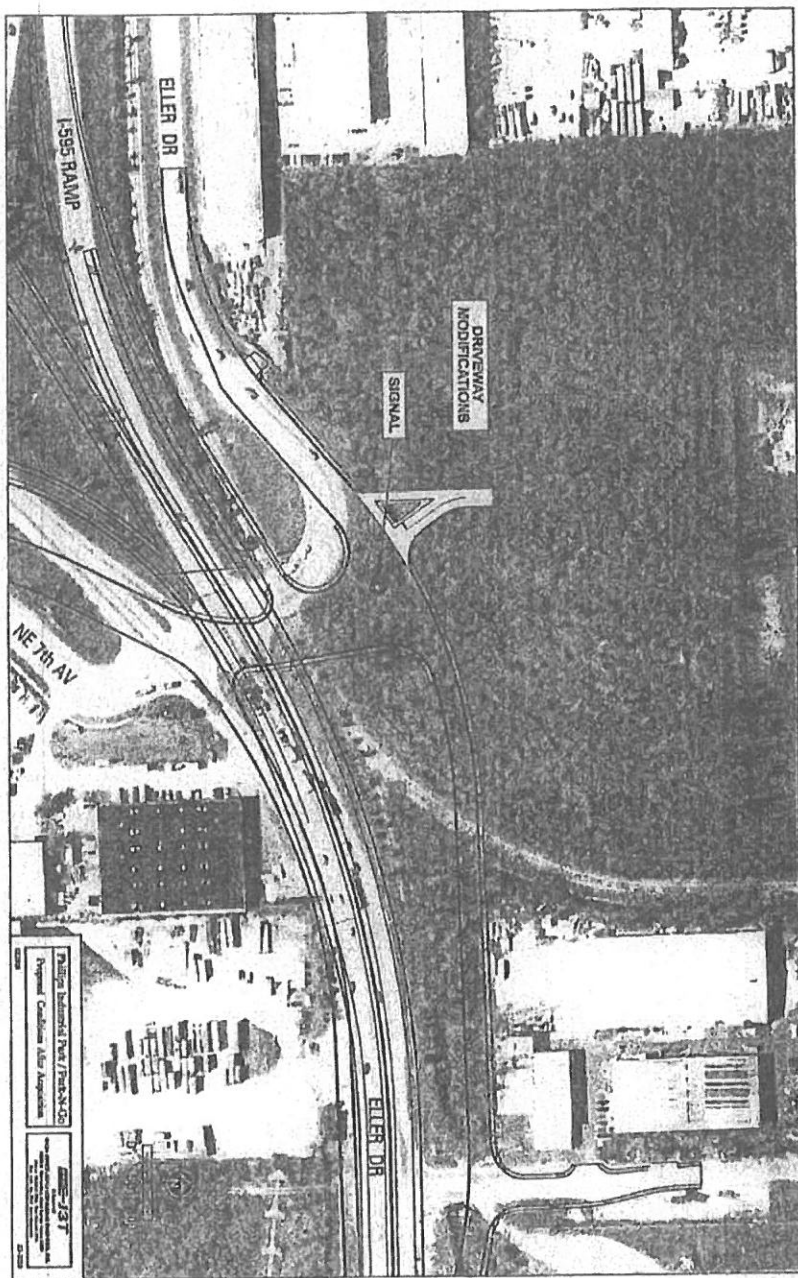


EXHIBIT "A"

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

CIVIL ACTION NO.: 0801779(13)

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION,

Petitioner,

vs.

Parcel No.: 160

PORT PROPERTY, LTD., et al.,

Defendants.

ORDER DISBURSING FUNDS

THIS CAUSE came before the Court on May 20, 2008, on Defendant PORT PROPERTY's Motion for Disbursement of Funds, and the Court being fully advised in the premises, it is hereby,

ORDERED and ADJUDGED as follows:

That the Clerk of the Court shall forthwith disburse Petitioner's deposit for Parcel 160, pursuant to the April 28, 2008 Order of Taking as follows:

1. To Broward County Revenue Collector, the sum of \$2,431.62 representing pro-rated 2008 real estate taxes for the property condemned.
2. To Brigham Moore, LLP, Trust Account, as attorneys for Defendant, PORT PROPERTY, LTD., c/o Andrew H. Schuster, Esq., 2525 Ponce de Leon Boulevard, Suite 625, Coral Gables, Florida 33134, the sum of \$705,468.38, for appropriate distribution.

(2)

CIVIL ACTION NO.: 0801779(13)

3. That Defendant, PORT PROPERTY, LTD., shall provide Petitioner with a Public Disclosure Affidavit within ten (10) days from entry of this order.

DONE and ORDERED in Chambers, at Fort Lauderdale, Broward County, Florida, on this 20th day of May, 2008.


CIRCUIT JUDGE

Copies furnished to:

All Parties on the attached Mailing List

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

vs.

PORT PROPERTY, LTD, et al.,

CASE NO.: 0801779(13)

Parcel No. 160

MAILING LIST

Philip E. Greenwald, Esq.
State of Florida Department
of Transportation
District IV General Counsel
3400 W. Commercial Boulevard
Fort Lauderdale, FL 33309

Broward County Board of
Commissioners
c/o Josephus Eggelletion, Jr.
as Mayor
115 South Andrews Avenue
Suite 413
Fort Lauderdale, FL 33301

Broward County Revenue
Collection Division
c/o Judith M. Fink, Director
115 South Andrews Avenue
Room 218
Fort Lauderdale, FL 33301

City National Bank of Florida
c/o Leonard L. Abess, Jr.,
As Chair/President CEO
25 West Flagler Street
Miami, FL 33130

Everglades Pipe Line Company
c/o Corporation Service Co.
1201 Hays Street
Tallahassee, FL 32301

Andrew H. Schuster, Esq.
Brigham Moore, LLP
2525 Ponce de Leon Boulevard
Suite 625
Coral Gables, FL 33134

Scott W. Foltz, Esq.
Oertel, Fernandez, Cole
& Bryant, P.A.
Attorneys for ConocoPhillips
Company
301 South Bronough Street
Suite 500
Tallahassee, FL 32301

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

STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION,

CASE NO.: CACE-0801779-13

Petitioner,

vs.

PORT PROPERTY LTD, et al.,

PARCEL NO.: 160

Defendants.

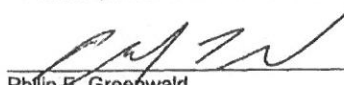
CIRCUIT CIVIL-3
10 FEB 11 AM 11:23
CLERK OF CIRCUIT COURT
BROWARD COUNTY, FLORIDA

NOTICE OF DROPPING PARTY

YOU WILL PLEASE TAKE NOTICE that, Petitioner, STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereby drops Defendant Conocophillips, c/o Scott W. Foltz, Oertel, Fernandez, Cole & Bryant, P.A., 301 South Bronough Street, Suite 500, Tallahassee, Florida 32301, as party to this cause relative to the above stated Parcel based on the Disclaimer of Interest they filed on January 27, 2010.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy hereof has been furnished by U.S. Mail to all parties listed as interested in the above-referenced parcel on the attached service list this 8TH day of February 2010.


Philip E. Greenwald
Florida Bar No. 633798
Attorney for Petitioner
Office of General Counsel
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421
Telephone: 954-777-4529
Telefax: 954-777-4528

FDOT VS. PORT PROPERTY, LTD
PARCEL 160
SERVICE LIST

Broward County, Board of Commissioners
Serve: Josephus Eggelation, Jr., as Mayor
115 South Andrews Avenue, Suite 413
Ft. Lauderdale, FL 33301
As to Interest in and to any parcel herein

Broward County Revenue Collection Division
Serve: Hollie H. Hawn, Assistant Attorney
Governmental Center Annex
115 South Andrews Avenue Room 423
Ft. Lauderdale, FL 33301
As to Interest in and to any parcel herein

City National Bank of Florida, a National Banking Corporation
Serve: Leonard L. Abess, Jr., as Chair/President/CEO
25 West Flagler Street
Miami, FL 33130
Parcel 160

Everglades Pipe Line Company, L.P., a Delaware Limited Partnership
Serve: Corporation Service Company, as registered agent
1201 Hays Street
Tallahassee, FL 32301
Parcel 160

Port Property, LTD., a Florida Limited Partnership
Serve: Andrew H. Schuster, Esq. of Brigham Moore, LLP
2525 Ponce de Leon Boulevard, Suite 625
Coral Gables, FL 33134-6051
Parcel 160

ConocoPhillips Company
Serve: Scott W. Foltz, Esquire
301 South Bronough Street
Suite 500
Tallahassee, FL 32301
Parcel 160

This instrument was prepared by
And should be returned to:
Dawn Raduano, Esquire
State of Florida, Department of Transportation
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANT

This Amendment to Declaration of Restrictive Covenant (this "Amendment") is made as of the 12th day of September, 2008, by STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("DOT"), whose address is 3400 West Commercial Blvd. Fort Lauderdale, FL 33309, and the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("DEP"), whose address is 2600 Blair Stone Road, Tallahassee, FL 32399-2400

RECITALS

WHEREAS, Conocco Philips Corporation and DEP executed that certain Declaration of Restrictive Covenant dated September 15, 2003, (the "Declaration");

WHEREAS, The DOT has acquired in an Eminent Domain proceeding, by Order of Taking dated April 25th 2008 and the Court deposit made subsequent thereto on May 8th, 2008, a portion of land covered by the above referenced Declaration described in Exhibit A; and

WHEREAS, There is no need for the restrictive covenant on the portion taken by the Florida Department of Transportation: and,

WHEREAS, The DOT desires to release the Declaration on the portion of property described in Exhibit A.

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

1. **Recitals.** All of the above recitals are true and correct, and are incorporated herein by reference.
2. **Release of Portion of Property covered by the Declaration.** DEP hereby releases the Declaration on the portion of property as described in the legal description attached as Exhibit A to this amendment.

Florida Department of Transportation
District Four Right of Way
3400 W. Commercial Boulevard
Ft. Lauderdale, FL 33309-3421

3. Counterparts. This amendment may be executed by the parties hereto individually or in combination or in one or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, State of Florida Department of Transportation has caused this Amendment to be signed, sealed and delivered as of the day and year first above written.

FLORIDA DEPARTMENT
OF TRANSPORTATION

Maria Gutierrez
(Print Name) Maria Gutierrez

Nancy Wargo
(Print Name) Nancy Wargo

By: [Signature]
Print Name: James A. Wolfe
District Secretary District 4



(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 12th day of September, 2008 by James Wolfe, District Secretary of District 4 of the State of Florida Department of Transportation. He is personally known to me and did not take an oath.

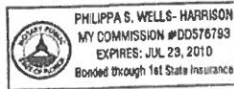
APPROVED AS TO FORM:

BY: [Signature]
FDOT ATTORNEY

[Signature]
Notary Public signature
Print Name: Phillipa Wells-Harrison

My Commission expires: 7/23/2010

(NOTARY SEAL)



Approved as to form by the Florida Department of Environmental Protection, Office of the General Counsel:

Rebecca Robnett
Signature

Date: Aug. 25, 2008

Rebecca Robnett
Print Name

Florida Department of Transportation
District Four Right of Way
3400 W. Commercial Boulevard
Ft. Lauderdale, FL 33309-3421

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has caused this Amendment to be executed this 26 day of AUGUST 2008.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

[Signature]
(Print Name) Fenda Yilmaz

By: [Signature]
(Print Name) Michael B. Ashby
Its: _____

[Signature]
(Print Name) Rebecca Marx

STATE OF FLORIDA)
) ss:
COUNTY OF Leon)

The foregoing instrument was acknowledged before me this 26 day of August 2008 by Mike Ashby, as Bureau Chief of the Florida Department of Environmental Protection. He/She is personally known to me and did not take an oath.

[Signature]
Notary Public signature
Print Name: Carol Walters

My Commission expires: 9-15-2009



(NOTARY SEAL)

Florida Department of Transportation
District Four Right of Way
3400 W. Commercial Boulevard
Ft. Lauderdale, FL 33309-3421

Item/Segment No. 4039841
(Section No. 86095-2406)
(10-16-07)

Fee Simple Right of Way

Parcel No. 160 State Road 862 Broward County Description

A portion of parcel "A" of "PHILLIPS INDUSTRIAL PARK" according to the plat thereof as recorded in Plat Book 175 at Page 23 of the Public Records of Broward County, Florida; lying in the Northeast One-Quarter (N.E. ¼), of the Southwest One-Quarter (S.W. ¼) of Section 23, Township 50 South, Range 42 East in the City of Dania Beach, Broward County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of said Northeast One-Quarter (N.E. ¼) of the Southwest One-Quarter (S.W. ¼) of said Section 23 also being the Southwest Corner of Parcel "B" (Wetland Preserve) of mentioned Plat (Plat Book 175, Page 23); thence North 88°04'53" East, along the South Line of said Northeast One-Quarter (N.E. ¼) of the Southwest One-Quarter (S.W. ¼) of said Section 23 and along the South Line of said Parcel "B" (Wetland Preserve), also being the South Plat Limit Line of said Plat a distance of 278.17 feet to a point of intersection with the Westerly Right of Way Line of a Parcel recorded on Official Record Book 10788 at Page 384 of the Public Records of Broward County, Florida and shown on the Florida Department of Transportation Right of Way Map Section 86095-2406, Sheet 5 of 13; thence North 38°59'30" East along last described Westerly Right of Way also being the Southeasterly Line of said Parcel "B" (Wetland Preserve) for a distance of 64.01 feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 180.00 feet, a central angle of 46°41'09"; thence run Northeasterly along the arc of said circular curve to the right, also being the Right of Way Line of said Parcel and the Plat Limit Line of said Plat (Plat Book 175, Page 23) a distance of 146.67 feet to the point of intersection with a circular curve concave to the Southeast and the POINT OF BEGINNING of the Parcel hereinafter to be described, this curve has a radius of 688.08 feet, a central angle of 36°38'25"; thence from a tangent bearing of North 51°12'32" East, run Northeasterly along the arc of said circular curve to the right, a distance of 440.02 feet, to the point of intersection and a point of cusp, with a circular curve concave to the Northwest, having a radius of 533.68 feet; a central angle of 34°21'58", thence from a tangent bearing of South 31°23'50" West, run Southwesterly along the arc of said

(Continue on the next page)

Exhibit A
1 of 2

Florida Department of Transportation
District Four Right of Way
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421

Item/Segment No. 4039841
(Section No. 86095-2406)
(10-16-07)

Fee Simple Right of Way

Parcel No. 160 State Road 862 Broward County Description

circular curve to the right also being the Westerly Right of Way Line of Broward County Port Authority Railway and a Plat Limit Line as shown on said Plat (Plat Book 175, Page 23) a distance of 320.10 feet to a point of compound curvature with a circular curve concave to the North, having a radius of 25.00 feet, a central angle of 69°14'15"; thence from a tangent bearing of South 65°45'48" West, run Southwesterly, Westerly and Northwesterly, along the arc of said circular curve to the right also being said Right of Way Line of said Parcel and said Plat Limit Line, and Non-Vehicular Access Line as shown on said Plat (Plat Book 175 at Page 23), a distance of 30.21 feet, to a point of reverse curvature with a circular curve concave to the Southwest, having a radius of 180.00 feet, a central angle of 49°19'24"; thence from a tangent bearing of North 44°59'57" West, run Northwesterly and Westerly, along the arc of said circular curve to the left also being said Right of Way Line of said Parcel and said Plat Limit Line, a distance of 154.95 feet (106.56 feet along the Non-Vehicular Access Line as shown on said Plat) to a point of cusp of this herein described Parcel and the POINT OF BEGINNING.

Containing 38,318 square feet (0.880 acres) more or less.

Exhibit A
2 of 2

Florida Department of Transportation
District Four Right of Way
3400 W. Commercial Boulevard
Ft. Lauderdale, FL 33308-3421

Work Request No. _____
Sec. 23 Twp. 50 S, Rge. 42 E

Parcel I.D. 504223290010
(Maintained by County Appraiser)
Form 3722 (Stocked) Rev. 7/94

EASEMENT
This Instrument Prepared By

Name: _____
Co. Name: Florida Power & Light Company
Address: 3020 NW 19th ST
FT. LAUDERDALE, FLA 33311
pg _____ of _____

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement _____ feet in width described as follows:

Reserved for Capital Cost

VECENERGY EXHIBIT "A"

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on June 24, 2008

Signed, sealed and delivered in the presence of:

Alex Hatch
(Witness Signature)

Print Name: Alex Hatch
(Witness)

Francine E. Hines
(Witness Signature)

Print Name: FRANCINE E. HINES
(Witness)

South Florida Materials Corp.
(Corporate Name)

By: Christopher Vecellio
(President's Signature)

Print Name: Christopher Vecellio

Print Address: 101 Sansbury's Way
West Palm Beach, FL 33411

Attest: [Signature]
(Secretary's Signature)

Print Name: L. L. Gwynne

Print Address: 2251 Robert C. Byrd Drive
Beckley, WV 26001
(Corporate Seal)

STATE OF Florida AND COUNTY OF Palm Beach The foregoing instrument was acknowledged before me this 24 day of June, 2008 by Christopher Vecellio, and L. L. Gwynne respectively the _____ President and _____ Secretary of South Florida Materials Corp. a Florida corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath. _____
(Type of Identification)

My Commission Expires:



[Signature]
Notary Public, Signature

Print Name: Dianne C. Bradley

(3)

EXHIBIT "A"

LAND DESCRIPTION

PROPOSED FLORIDA POWER & LIGHT COMPANY EASEMENT

PHILLIPS INDUSTRIAL PARK

A PORTION OF PARCEL A, "PHILLIPS INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175, PAGES 23, 24 AND 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL A;

THENCE SOUTH 88°02'56" WEST, ALONG THE NORTH LINE OF SAID PARCEL A, 299.80 FEET;

THENCE SOUTH 01°57'04" EAST, 12.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 01°57'04" EAST, 41.55 FEET;

THENCE SOUTH 88°02'56" WEST, 85.12 FEET;

THENCE SOUTH 01°57'04" EAST, 17.16 FEET;

THENCE SOUTH 88°02'56" WEST, 28.25 FEET;

THENCE NORTH 01°57'04" WEST, 27.74 FEET;

THENCE NORTH 88°02'56" EAST, 102.87 FEET;

THENCE NORTH 01°57'04" WEST, 30.97 FEET;

THENCE NORTH 88°03'06" EAST, 12.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA, CONTAINING 2072 SQUARE FEET (0.048 ACRE), MORE OR LESS.

LAND DESCRIPTION PREPARED BY:

SHAH, DROTOS & ASSOCIATES

3410 N. ANDREWS AVENUE EXTENSION

POMPANO BEACH, FLORIDA 33064

PREPARED BY: MDR

CHECKED BY: MDR

PROJECT NO.: 06-0798

FILE NAME: X:\ACAD\SURVEY\00798A01 PORT EVERGLADES\LEGAL\PROPOSED FPL EASEMENT

May 22, 2008

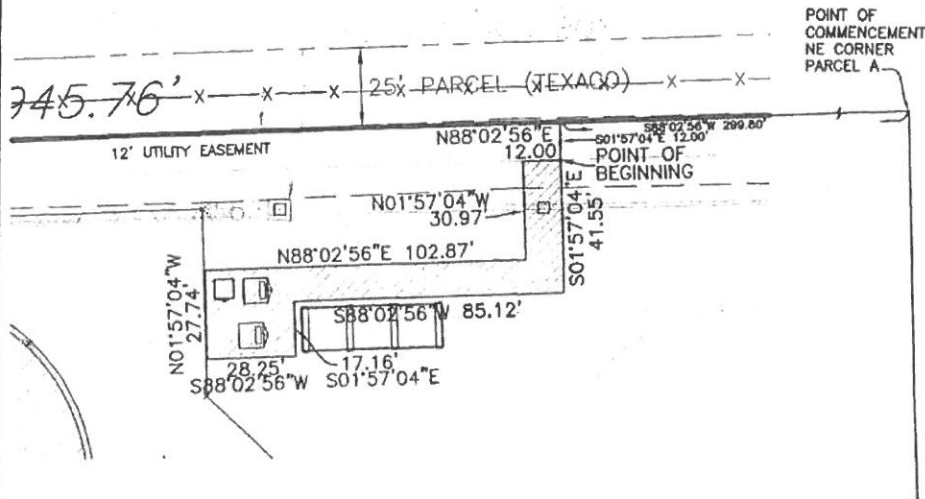
Revised June 24, 2008

SHEET 1 OF 2 SHEETS

EXHIBIT "A"
SKETCH OF DESCRIPTION
 FLORIDA POWER & LIGHT CO. EASEMENT
 PHILLIPS INDUSTRIAL PARK
 (PB 175, PGS 23-25, BCR)



SCALE: 1"=40'



SURVEY NOTES:

1. LANDS SHOWN HEREON WERE NOT ABSTRACTED BY SHAH, DROTOS & ASSOCIATES FOR EASEMENTS, RIGHTS-OF-WAY, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA. SAID LINE BEARS NORTH 01°34'43\"
3. THIS IS NOT A BOUNDARY SURVEY

FOR THE FIRM OF

 MICHAEL D. DROTOS
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA REGISTRATION NO. 7998

PROJECT NO: 06-0798
 FILE NAME: X:\CAD\SURVEY\0798A01 PT EVERGLADES\TANK FARM FPL ESMT\0798TANK FARM FPL.DWG... SHEET 2 OF 2 SHEETS

REVISE SKETCH	MDR	06/24/06		MDR
REVISE SKETCH	MDR	06/23/06		MDR
SKETCH OF DESCRIPTION	MDR	05/22/06		MDR
REVISIONS	DWN	DATE	FB/PG	CHKD

SDA SHAH DROTOS & ASSOCIATES
 ENGINEERING
 SURVEYING
 PLANNING
 CERTIFICATE OF AUTHORIZATION NO. LB 8458
 3410 N. Andrews Avenue Ext • Pompano Beach, FL 33064
 PH: 954-943-9433 • FAX: 954-783-4734

Prepared by and return to:

Name: Richard G. Coker, Jr., Esquire
Address: 1404 South Andrews Avenue
Fort Lauderdale, FL 33316-1840
Telephone: (954) 761-3636

COVENANT OF UNITY OF TITLE

THIS COVENANT OF UNITY OF TITLE, made this 11th day of JUNE, 2010,
by PORT PROPERTY, LTD., a Florida limited partnership("Owner").

WITNESSETH:

WHEREAS, the Owner is the owner of a parcel of real property lying within the City of Dania Beach, Broward County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Property"); and

WHEREAS, the Property is divided into two Property Identification Numbers as follows: 5042 23 29 0011 and 5042 23 29 0012; and,

WHEREAS, the Owner has developed a portion of the Property as a parking lot (Phase 1) and has requested development approval from the City of Dania Beach ("City") for development of the remainder of the Property (Phase 2) as a parking lot; and

WHEREAS, Phase 1 and Phase 2 comprise one single development notwithstanding the assignment of two Property Identification Numbers; and,

WHEREAS, as a condition of development approval for the Phase 2 parking lot, the City is requiring the recordation of a Covenant of Unity of Title with respect to the Property so that the City may treat the Phase 1 and the Phase 2 together as a single parcel for development purposes; and

WHEREAS, the Owner is willing to execute and record such Covenant of Unity of Title in favor of the City.

NOW, THEREFORE, in consideration of the development approval for the Property, which encompasses all of the Property, the Owner covenants and agrees that no part of the Property shall be sold, conveyed or transferred unless all of the Property is sold, conveyed or transferred together, to the same grantee, as successor in title to the Owner.

This Covenant shall not be terminated, amended or revoked without the express consent of the City, which consent shall be evidenced by the recordation in the Public Records of a document

signed by the appropriate City official evidencing the City's agreement to said termination, amendment or revocation.

IN WITNESS HEREOF, the Owner has executed this Covenant on the date and year set forth above.

Witnesses:


Signature KAREN G. JAMES
Print Name

Signature Catey Vaughn
Print Name

PORT PROPERTY, LTD,
a Florida limited Partnership

By: S/PE, INC., a Florida corporation,
as General Partner

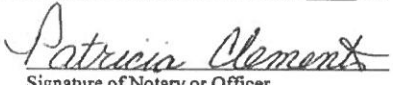
By:  V.P.
Dennis O'Shea, Vice President

STATE OF FLORIDA :
: SS.
COUNTY OF BROWARD :

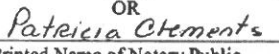
I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared Dennis O'Shea, as Vice President of S/PE Inc., General Partners of PORT PROPERTY, LTD., to me known or who produced _____ as identification and who executed the foregoing instrument and acknowledged that he executed the same

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of June, 2010.

NOTARY PUBLIC-STATE OF FLORIDA
 Patricia Clements
Commission # DD667554
Expires: JUNE 14, 2011
BONDED THRU ATLANTIC BONDING CO., INC.


Signature of Notary or Officer

Notarial Seal (stamped in black ink)

OR

Printed Name of Notary Public
State of Florida Commission Number:

LEGAL DESCRIPTION:

A portion of Parcel A, "PHILLIPS INDUSTRIAL PARK", according to the plat thereof, as recorded in Plat Book 175, Pages 23, 24 and 25, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of said Parcel A;

THENCE South 01°36'24" East on the East line of said Parcel A, a distance of 551.19 feet to the POINT OF BEGINNING;

THENCE continue South 01°36'24" East on said East line of said Parcel A, a distance of 259.85 feet to the beginning of tangent curve concave to the Northwest;

THENCE Southwesterly on said East line of Parcel A and the arc of said curve having a radius of 533.68 feet, through a central angle of 33°01'21", an arc distance of 307.59 feet to a point on the arc of a non-tangent curve concave to the South, said point being on the Northerly line of Parcel 160, as shown on Florida Department of Transportation Right of Way Map and labeled "Boundary Survey, Eller Drive, Parcel 160", prepared by F. R. Aleman & Associates, Inc., dated 09-27-2007, the radius point of said non-tangent curve bears South 02°07'55" East;

THENCE Westerly on said Northerly line of Parcel 160 and the arc of said curve having a radius of 688.08 feet, through a central angle of 36°38'24", an arc distance of 440.02 feet to a point on the South line of said Parcel A, said point being on the arc of a non-tangent curve concave to the South, whose radius point bears South 04°18'12" East;

THENCE Westerly on said South line of said Parcel A and on said arc of said curve having a radius of 180.00 feet, through a central angle of 10°19'52", an arc distance of 32.46 feet to the Southwest corner of said Parcel A and the Southeast corner of Parcel B of said "PHILLIPS INDUSTRIAL PARK";

THENCE on the line common to said Parcels A and B. the following four (4) courses and distances;

1. North 01°41'28" West, a distance of 469.76 feet;
2. South 88°18'32" West, a distance of 145.00 feet;
3. North 46°43'15" West, a distance of 30.00 feet;
4. North 01°41'28" West, a distance of 199.95 feet;

THENCE North 88°02'56" East, a distance of 694.95 feet to the POINT OF BEGINNING.

Said lands lying in the City of (CITY), Broward County, Florida, and containing 341,673 square feet (7.844 acres), more or less.

Prepared by/Return to:

Thomas E. Streit, Esquire
Akerman, Senterfitt & Eldson, P.A.
222 Lakeview Avenue
Suite 400
West Palm Beach, FL 33401

AMENDMENT TO
AGREEMENT NOT TO ENCUMBER OR
TRANSFER PROPERTY

This Amendment is made as of this 30th day of November, 2011 by PORT EVERGLADES TERMINAL LAND LLC, a Florida limited liability company having an address at 101 Sansbury's Way, West Palm Beach, Florida 33411 ("Promisor") to and for the benefit of SunTrust Bank, a Georgia corporation, having an address at 777 Brickell Avenue, Miami, Florida 33131 ("Bank").

WITNESSETH:

WHEREAS, Promisor has executed and caused to be recorded an Agreement Not to Encumber or Transfer Property from Promisor to Bank dated August 27, 2007 and recorded in Official Records Book 44549, Page 818, Public Records of Broward County, Florida (the "Agreement Not to Encumber"); and

WHEREAS, the Agreement Not to Encumber affects the land in Broward County, Florida more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Agreement Not to Encumber was provided as an inducement to the Bank to extend credit to South Florida Materials Corp., a Florida corporation, described in the Agreement Not to Encumber as "Borrower"; and

WHEREAS, Bank has made, is modifying or is making certain loans to other entities related to or affiliated with Promisor and, as a condition to Bank's engaging in those transactions, Bank has required that the terms of the Agreement Not to Encumber apply to each of the entities more particularly described below and their respective loans from Bank.

NOW, THEREFORE, for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of inducing Bank to continue to extend credit to those entities more particularly described below, Promisor hereby covenants, promises and agrees as follows, for so long as any extension of credit to Borrower, as defined below, for any indebtedness or obligation of Borrower to Bank shall remain unpaid:

(22639817.3)

2

1. Any and all references in the Agreement Not to Encumber to "Borrower" shall refer, in addition to South Florida Materials Corp., to Vecellio Group, Inc., Vecellio & Grogan, Inc. and Ranger Construction Industries, Inc.

2. Promisor hereby ratifies and reaffirms the terms and conditions of the Agreement Not to Encumber and acknowledges that it is in full force and effect as of the date hereof.

IN WITNESS WHEREOF, Promisor has executed this Amendment as of the date first set forth above.

WITNESSES:

PROMISOR:

PORT EVERGLADES TERMINAL LAND LLC, a
Florida limited liability company

By: South Florida Materials Corp., a Florida
corporation, sole member

(1) Stephanie Stewart
Print name: Stephanie Stewart

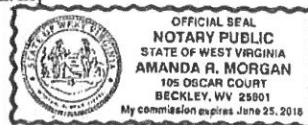
By: L. L. Gwinn
Name: L. L. Gwinn
Title: Secretary and Treasurer

(2) Lidia Garcia
Print name: Lidia Garcia

STATE OF WEST VIRGINIA
COUNTY OF RALEIGH

The foregoing instrument was acknowledged before me this 30th day of November, 2011, by L. L. Gwinn, as Secretary and Treasurer of South Florida Materials Corp., a Florida corporation, as sole member of Port Everglades Terminal Land LLC, a Florida limited liability company, on behalf of said corporations. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

Amanda R. Morgan
Notary Public, State of West Virginia
My Commission Expires: June 25, 2018
[SEAL]



(22639817:3)

**RECORDED NOTICE OF
ENVIRONMENTAL RESOURCE PERMIT**

Document Prepared by:

Broward County Environmental Licensing and Building Permitting Division (ELBPD)

Return to:

Name: Environmental Engineering and Licensing
Agency Name: Broward County Environmental Licensing and Building Permitting Division (ELBPD)
Street Address: 1 North University Drive
City, State, Zip: Plantation, FL 33406

RE: Permit No: 06-0220487-13
Grantee: Port Everglades Terminal Land, LLC
Parcel ID: 504223290010
County: BROWARD

Notice

The Broward County ELBPD (Agency) hereby gives notice that Environmental Resource Permit Number 06-0220487-13 has been issued to authorize the construction or modification of a stormwater management system, works or other activities to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof), without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule 62-330.090(5), Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, and wetland mitigation areas, buffers and upland compensation areas, and docking facilities.



Form 62-330.090(1) - Recorded Notice of Environmental Resource Permit
Incorporated by reference in subsection 62-330.090(7), F.A.C. (October 1, 2013)

Page 1 of 3

Conditions

The Permit is subject to the General Conditions set forth in Rule 62-330.350, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

Conflict Between Notice And Permit

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice Is Not An Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release

This Notice may not be released or removed from the public records without the prior written consent of the Agency.

This Notice of Permit is executed on this 12th day of Feb 20 15

Ashley Rosta
for Agency

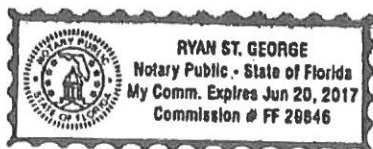
Agency Contact: Environmental Engineering and Licensing Section Manager

STATE OF FLORIDA

COUNTY OF: Broward

The foregoing instrument was acknowledged before me this 12th day of February, 20 15
by Ashley Rosta. He/She is personally known to me or has produced _____
as identification.

[Notary Seal]



Ryan St. George
Notary Public Signature

Ryan St. George
Printed/Typed Name

Commission Number: FF 25846

My Commission Expires: 6/20/2017

Exhibit A

LAND DESCRIPTION:



A PORTION OF PARCEL A, TOGETHER WITH ALL OF PARCEL B OF "PHILLIPS INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175, PAGES 23, 24 AND 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A;

THENCE SOUTH 01°36'24" EAST ON THE EAST LINE OF SAID PARCEL A, A DISTANCE OF 551.19 FEET;

THENCE SOUTH 88°02'56" WEST, A DISTANCE OF 694.95 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID PARCEL B;

THENCE SOUTHERLY ON THE LINE COMMON TO PARCELS A AND B, THE FOLLOWING FOUR (4) COURSES AND DISTANCES;

1. SOUTH 01°41'28" EAST, A DISTANCE OF 199.95 FEET;
2. SOUTH 46°43'15" WEST, A DISTANCE OF 30.00 FEET;
3. NORTH 88°18'32" EAST, A DISTANCE OF 145.00 FEET;
4. SOUTH 01°41'28" EAST, A DISTANCE OF 469.76 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, WHOSE RADIUS POINT BEARS SOUTH 14°38'04" EAST, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID PARCEL A AND THE SOUTHEAST CORNER OF SAID PARCEL B;

THENCE ON THE SOUTH LINE OF SAID PARCEL B, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. SOUTHWESTERLY ON THE ARC OF SAID CURVE HAVING A RADIUS OF 180.00 FEET, THROUGH A CENTRAL ANGLE OF 36°21'18", AND AN ARC DISTANCE OF 114.21 FEET TO A POINT OF TANGENCY;
2. SOUTH 39°00'38" WEST, A DISTANCE OF 64.02 FEET;
3. SOUTH 88°05'37" WEST, A DISTANCE OF 278.34 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL B;

THENCE NORTH 01°41'28" WEST ON THE WEST LINE OF SAID PARCELS A AND B, A DISTANCE OF 1348.59 FEET TO THE NORTHWEST CORNER OF SAID PARCEL A;

THENCE NORTH 88°02'56" EAST ON THE NORTH LINE OF SAID PARCEL A, A DISTANCE OF 945.76 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

ALL OF PARCEL C, OF "PHILLIPS INDUSTRIAL PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175, PAGES 23, 24 AND 25 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF DANIA BEACH, BROWARD COUNTY, FLORIDA, CONTAINING A TOTAL NET AREA OF 835,510 SQUARE FEET (19.1807 ACRES), MORE OR LESS.

LORI PARRISH
BRYAN
COUNTY
PROPERTY
APPRAISER



Site Address	1200 SE 32 STREET, DANIA BEACH	ID #	5042 23 29 0010
Property Owner	PORT EVERGLADES TERMINAL LAND LLC	Millage	0412
Mailing Address	101 SANSBURY'S WAY WEST PALM BEACH FL 33411	Use	48
Abbreviated Legal Description	PHILLIPS INDUSTRIAL PARK 175-23 B PORTION PARCEL A DESC AS BEG NE COR PAR A, S 551.19 ALG E/L, WLY 694.95, N 350.24 ALG W/L, WLY 250 N 200, E 945.76 TO POB		

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

Property Assessment Values					
Click here to see 2014 Exemptions and Taxable Values as reflected on the Nov. 1, 2014 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2015	\$3,464,320	\$757,710	\$4,222,030	\$4,222,030	
2014	\$3,464,320	\$701,580	\$4,165,900	\$4,165,900	\$92,894.47
2013	\$3,464,320	\$643,650	\$4,107,970	\$4,107,970	\$92,609.67

2015 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$4,222,030	\$4,222,030	\$4,222,030	\$4,222,030
Portability	0	0	0	0
Assessed/SOH	\$4,222,030	\$4,222,030	\$4,222,030	\$4,222,030
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$4,222,030	\$4,222,030	\$4,222,030	\$4,222,030

Sales History			
Date	Type	Price	Book/Page or CIN
6/30/2006	SW*	\$6,453,400	42375 / 857
6/30/2006	QCD	\$100	42375 / 852
2/23/2004	SW*	\$3,000,000	36966 / 545

Land Calculations		
Price	Factor	Type
\$8.00	433,040	SF
Adj. Bldg. S.F. (Card, Sketch)		4904

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04								
W								
4904								



RECORDS, TAXES AND TREASURY DIV

Records, Taxes & Treasury Div. Home Search Reports Shopping Cart

ATTENTION TAXPAYERS: Please be advised of the NON-REFUNDABLE processing fees for credit and debit card transactions. Credit cards are charged 2.55% of the amount charged (\$2.00 minimum fee). Domestic Visa Consumer Check cards will be assessed a fee of \$3.95 per transaction **if you select 'Debit Card'**. Thank you.

The outstanding balance of all delinquent accounts for which Tax Certificates were issued in the 2015 Tax Certificate Auction are now updated with the additional statutory costs associated with the auction. **These accounts can now be paid online** (only the full balance due), by qualifying credit card (please be aware of non-refundable processing fees); **by mail** with a Cashier's Check or Money Order; or, **at the Tax Collector's Office** by Cashier's Check, Money Order, qualifying credit card (with fees), or cash. Thank you.

2014 Roll Details — Real Estate Account At 1200 SE 32 ST

Real Estate Account #504223-29-0010

Parcel details

Latest bill

Full bill history

2014

2013

2012

2011

...

2006

PAID

PAID

PAID

PAID

PAID

Owner: PORT EVERGLADES TERMINAL

LAND LLC

101 SANSBURY'S WAY

WEST PALM BEACH, FL 33411

Situs: 1200 SE 32 ST

PAID 2014-12-11 \$89,178.69

Effective 2014-11-30

Receipt #034-14-00000631

Account number: **504223-29-0010**

Alternate Key: 526539

Millage code: 0412

Millage rate: 21.92110

Assessed value: 4,165,900

School assessed value: 4,165,900

Flags

VAB Pending

Location is not guaranteed to be accurate

Property Appraiser - GIS

2014 annual bill	View	Legal description	Location	Book, page, item: --
Ad valorem:	\$91,321.11	PHILLIPS INDUSTRIAL PARK 175-23		Property class: 1
Non-ad valorem:	\$1,573.36	B PORTION PARCEL A DESC AS BEG	^	Range: 42
Total Discountable:	92894.47	NE COR PAR A, S 551.19 ALG	^	Township: 50
No Discount NAVA:	0.00	E/L, WLY 694.95, N 350.24 ALG	^	Section: 23
Total tax:		W/L, WLY 250 N 200, E 945.76 TO	^	Use code: 48
		POB		



RECORDS, TAXES AND TREASURY

Records, Taxes & Treasury Div. Home Search Reports Shopping Cart

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Real Estate Account At 1200 SE 32 ST

Real Estate Account #504223-29-0010

Parcel details

Latest bill

Full bill history

2014

2013

2012

2011

...

2006

PAID

PAID

PAID

PAID

PAID

Real Estate 2014 Annual Bill

[Print This Bill \(PDF\)](#)

Broward County Records, Taxes & Treasury Div.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number

Alternate key

Escrow code

Millage code

504223-29-0010

526539

—

0412

PAID 2014-12-11 \$89,178.69

Effective 2014-11-30

Receipt #034-14-00000631

PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.

VAB Pending

Owner
PORT EVERGLADES TERMINAL
LAND LLC
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

Site address
1200 SE 32 ST

Legal description
PHILLIPS INDUSTRIAL PARK 175-23 B PORTION
PARCEL A DESC AS BEG NE COR PAR A, S 551.19
ALG E/L, WLY 694.95, N 350.24 ALG W/L, WLY
250 N 200, E 945.76 TO POB

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY COMMISSION					
COUNTYWIDE SERVICES	5.45840	4,165,900	0	4,165,900	\$22,739.15
VOTED DEBT	0.26460	4,165,900	0	4,165,900	\$1,102.30
Total	21.92110				\$91,321.11

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD CO SCHOOL BOARD					
GENERAL FUND	5.93800	4,165,900	0	4,165,900	\$24,737.11
CAPITAL OUTLAY	1.50000	4,165,900	0	4,165,900	\$6,248.85
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.05480	4,165,900	0	4,165,900	\$228.29
OKEECHOBEE BASIN	0.17170	4,165,900	0	4,165,900	\$715.29
SFWMD DISTRICT	0.15770	4,165,900	0	4,165,900	\$656.96
NORTH BROWARD HOSPITAL	1.59390	4,165,900	0	4,165,900	\$6,640.03
CHILDREN'S SVCS COUNCIL OF BC	0.48820	4,165,900	0	4,165,900	\$2,033.79
CITY OF DANIA BEACH					
DANIA BEACH OPER	5.99980	4,165,900	0	4,165,900	\$24,994.57
DEBT SERVICE	0.25950	4,165,900	0	4,165,900	\$1,081.05
FL INLAND NAVIGATION	0.03450	4,165,900	0	4,165,900	\$143.72
Total	21.92110				\$91,321.11

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
DANIA FIRE		\$1,573.36
Total		\$1,573.36

Combined taxes and assessments: \$92,894.47

If paid by: Nov 30, 2014
Please pay: \$0.00

PAID 2014-12-11 \$89,178.69
Effective 2014-11-30
Receipt #034-14-00000631



RECORDS, TAXES AND TREASURY

Records, Taxes & Treasury Div. Home Search Reports Shopping Cart

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Bill History — Real Estate Account At 1200 SE 32 ST

Real Estate Account #504223-29-0010

[Parcel details](#)

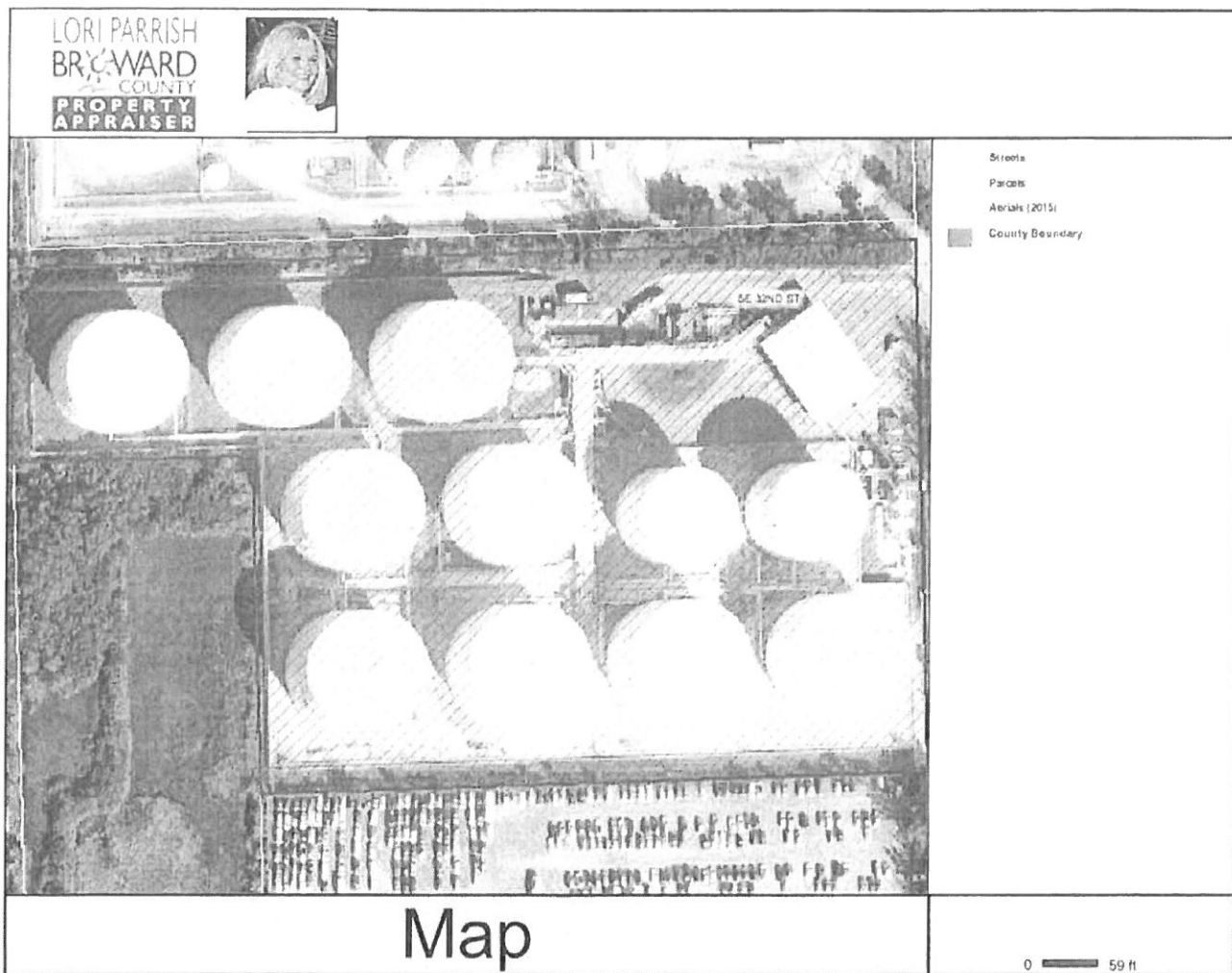
[Latest bill](#)

[Full bill history](#)

Amounts as of 08/04/2015

Bill	Balance		
2014 Annual Bill	\$0.00	12/11/2014	Paid \$89,178.69 Receipt #034-14-00000631
		Effective 11/30/2014	
2013 Annual Bill	\$0.00	12/09/2013	Paid \$88,905.28 Receipt #03A-13-00002708
		Effective 11/29/2013	
2012 Annual Bill	\$0.00	12/10/2012	Paid \$87,665.07 Receipt #032-12-00002262
		Effective 11/30/2012	
2011 Annual Bill	\$0.00	12/08/2011	Paid \$90,498.11 Receipt #20C-11-00000554
		Effective 11/30/2011	
2010 Annual Bill	\$0.00	12/09/2010	Paid \$111,867.22 Receipt #LBX-10-00163445
		Effective 11/30/2010	
2009 Annual Bill	\$0.00	12/04/2009	Paid \$107,536.13 Receipt #LBX-09-00276425
		Effective 11/30/2009	
2008 Annual Bill	\$0.00	12/08/2008	Paid \$104,504.84 Receipt #2008-7159009
		Effective 11/01/2008	
2007 Annual Bill	\$0.00	12/07/2007	Paid \$104,922.36 Receipt #2007-7467644
		Effective 11/01/2007	
2006 Annual Bill	\$0.00	12/08/2006	Paid \$60,849.88 Receipt #2006-7182340
		Effective 11/30/2006	
Total Balance	\$0.00		

Amounts as of 08/04/2015



Created on 8/4/2015 1:19:25 PM using ArcIMS 4.0.1 Source: Broward County Property Appraiser

LORI PARRISH
BROWARD
COUNTY
PROPERTY
APPRAISER



Site Address	ELLER DRIVE, DANIA BEACH	ID #	5042 23 29 0020
Property Owner	PORT EVERGLADES TERMINAL LAND LLC	Millage	0412
Mailing Address	101 SANSBURY'S WAY WEST PALM BEACH FL 33411-3670	Use	40
Abbreviated Legal Description	PHILLIPS INDUSTRIAL PARK 175-23B PARCEL B (WETLAND PRESERVE)		

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

Property Assessment Values					
Click here to see 2014 Exemptions and Taxable Values as reflected on the Nov. 1, 2014 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2015	\$130,210		\$130,210	\$130,210	
2014	\$130,210		\$130,210	\$130,210	\$2,857.07
2013	\$130,870		\$130,870	\$130,870	\$2,902.92

2015 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$130,210	\$130,210	\$130,210	\$130,210
Portability	0	0	0	0
Assessed/SOH	\$130,210	\$130,210	\$130,210	\$130,210
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$130,210	\$130,210	\$130,210	\$130,210

Sales History			
Date	Type	Price	Book/Page or CIN
6/30/2006	SW*	\$6,453,400	42375 / 857
2/23/2004	SW*	\$3,000,000	36966 / 545

Land Calculations		
Price	Factor	Type
\$0.35	372,027	SF
Adj. Bldg. S.F.		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04								
A								
1								



RECORDS, TAXES AND TREASURY DIV

Records, Taxes & Treasury Div. Home Search Reports Shopping Cart

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2014 Roll Details — Real Estate Account At ELLER DR

Real Estate Account #504223-29-0020

[Parcel details](#) [Latest bill](#) [Full bill history](#)

2014	2013	2012	2011	...	2006
PAID	PAID	PAID	PAID		PAID

Owner: PORT EVERGLADES TERMINAL
LAND LLC
101 SANBURY'S WAY
WEST PALM BEACH, FL 33411-3670
Situs: ELLER DR

PAID 2014-12-11 \$2,742.79
Effective 2014-11-30
Receipt #034-14-00000632

Account number: **504223-29-0020**

Alternate Key: 526542

Millage code: 0412

Millage rate: 21.92110

Assessed value: 130,210

School assessed value: 130,210

Location is not guaranteed to be accurate

Property Appraiser - GIS

2014 annual bill	View	Legal description	Location	
Ad valorem:	\$2,854.34	PHILLIPS INDUSTRIAL PARK 175-23B	^	Book, page, item: --
Non-ad valorem:	\$2.73	PARCEL B (WETLAND PRESERVE)	v	Property class: 1
Total Discountable:	2857.07			Range: 42
No Discount NAVA:	0.00			Township: 50
Total tax:				Section: 23
				Use code: 40



RECORDS, TAXES AND TREASURY

Records, Taxes & Treasury Div. Home Search Reports Shopping Cart

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Real Estate Account At ELLER DR

Real Estate Account #504223-29-0020

Parcel details

Latest bill

Full bill history

2014

2013

2012

2011

...

2006

PAID

PAID

PAID

PAID

PAID

Real Estate 2014 Annual Bill

[Print This Bill \(PDF\)](#)

Broward County Records, Taxes & Treasury Div.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number

Alternate key

Escrow code

Millage code

504223-29-0020

526542

—

0412

PAID 2014-12-11 \$2,742.79

Effective 2014-11-30

Receipt #034-14-00000632

PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT

Owner

PORT EVERGLADES TERMINAL
LAND LLC
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411-3670

Situs address

ELLER DR

Legal description

PHILLIPS INDUSTRIAL PARK 175-23B PARCEL B
(WETLAND PRESERVE)

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY COMMISSION					
COUNTYWIDE SERVICES	5.45840	130,210	0	130,210	\$710.74
VOTED DEBT	0.26460	130,210	0	130,210	\$34.45
BROWARD CO SCHOOL BOARD					
Total	21.92110				\$2,854.34

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
GENERAL FUND	5.93800	130,210	0	130,210	\$773.19
CAPITAL OUTLAY	1.50000	130,210	0	130,210	\$195.31
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.05480	130,210	0	130,210	\$7.14
OKEECHOBEE BASIN	0.17170	130,210	0	130,210	\$22.36
SFWMD DISTRICT	0.15770	130,210	0	130,210	\$20.53
NORTH BROWARD HOSPITAL	1.59390	130,210	0	130,210	\$207.54
CHILDREN'S SVCS COUNCIL OF BC	0.48820	130,210	0	130,210	\$63.57
CITY OF DANIA BEACH					
DANIA BEACH OPER	5.99980	130,210	0	130,210	\$781.23
DEBT SERVICE	0.25950	130,210	0	130,210	\$33.79
FL INLAND NAVIGATION	0.03450	130,210	0	130,210	\$4.49
Total	21.92110				\$2,854.34

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
DANIA FIRE		\$2.73
Total		\$2.73

Combined taxes and assessments: \$2,857.07

If paid by: Nov 30, 2014
Please pay: \$0.00

PAID 2014-12-11 \$2,742.79
Effective 2014-11-30
Receipt #034-14-00000632



RECORDS, TAXES AND TREASURY

Records, Taxes & Treasury Div. Home Search Reports Shopping Cart

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Bill History — Real Estate Account At ELLER DR

Real Estate Account #504223-29-0020

Parcel details

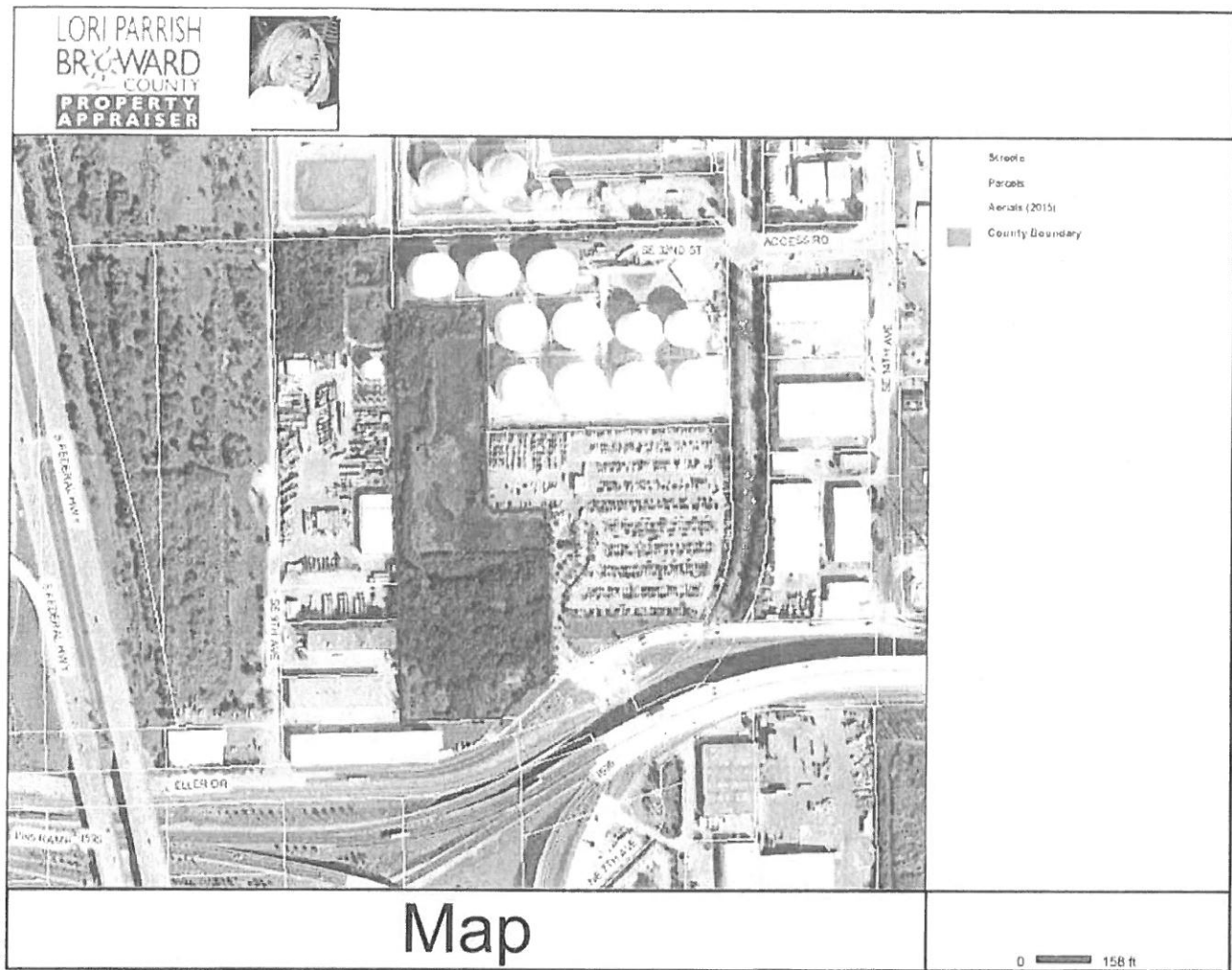
Latest bill

Full bill history

Amounts as of 08/04/2015

Bill	Balance		
2014 Annual Bill	\$0.00	12/11/2014	Paid \$2,742.79 Receipt #034-14-00000632
		Effective 11/30/2014	
2013 Annual Bill	\$0.00	12/09/2013	Paid \$2,786.80 Receipt #03A-13-00002714
		Effective 11/29/2013	
2012 Annual Bill	\$0.00	12/10/2012	Paid \$2,776.97 Receipt #30A-12-00003654
		Effective 11/30/2012	
2011 Annual Bill	\$0.00	12/08/2011	Paid \$2,771.91 Receipt #20C-11-00000556
		Effective 11/30/2011	
2010 Annual Bill	\$0.00	12/08/2010	Paid \$2,820.36 Receipt #LBX-10-00161582
		Effective 11/30/2010	
2009 Annual Bill	\$0.00	12/04/2009	Paid \$2,716.74 Receipt #LBX-09-00276425
		Effective 11/30/2009	
2008 Annual Bill	\$0.00	12/08/2008	Paid \$2,640.84 Receipt #2008-7159010
		Effective 11/01/2008	
2007 Annual Bill	\$0.00	12/07/2007	Paid \$2,652.91 Receipt #2007-7467645
		Effective 11/01/2007	
2006 Annual Bill	\$0.00	12/08/2006	Paid \$2,905.77 Receipt #2006-7182341
		Effective 11/30/2006	
Total Balance	\$0.00		

Amounts as of 08/04/2015



LORI PARRISH
BROWARD
COUNTY
PROPERTY
APPRAISER



Site Address	SE 32 STREET, DANIA BEACH	ID #	5042 23 29 0030
Property Owner	PORT EVERGLADES TERMINAL LAND LLC	Millage	0412
Mailing Address	101 SANSBURY'S WAY WEST PALM BEACH FL 33411	Use	28
Abbreviated Legal Description	PHILLIPS INDUSTRIAL PARK 175-23B PARCEL C (ACCESS)		

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

Property Assessment Values					
Click here to see 2014 Exemptions and Taxable Values as reflected on the Nov. 1, 2014 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2015	\$2,820	\$41,980	\$44,800	\$44,800	
2014	\$2,820	\$41,980	\$44,800	\$44,800	\$1,159.39
2013	\$2,820	\$41,980	\$44,800	\$44,800	\$1,170.12

2015 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$44,800	\$44,800	\$44,800	\$44,800
Portability	0	0	0	0
Assessed/SOH	\$44,800	\$44,800	\$44,800	\$44,800
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$44,800	\$44,800	\$44,800	\$44,800

Sales History			
Date	Type	Price	Book/Page or CIN
6/30/2006	SW*	\$6,453,400	42375 / 857
2/23/2004	SW*	\$3,000,000	36966 / 545

Land Calculations		
Price	Factor	Type
\$0.10	28,186	SF
Adj. Bldg. S.F. (Card, Sketch)		

* Denotes Multi-Parcel Sale (See Deed)

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
04								
A								
65								



RECORDS, TAXES AND TREASURY DIV

Records, Taxes & Treasury Div. Home Search Reports Shopping Cart

ATTENTION TAXPAYERS: Please be advised of the NON-REFUNDABLE processing fees for credit and debit card transactions. Credit cards are charged 2.55% of the amount charged (\$2.00 minimum fee). Domestic Visa Consumer Check cards will be assessed a fee of \$3.95 per transaction **if you select 'Debit Card'**. Thank you.

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2014 Roll Details — Real Estate Account At SE 32 ST

Real Estate Account #504223-29-0030

Parcel details

Latest bill

Full bill history

2014

2013

2012

2011

...

2006

PAID

PAID

PAID

PAID

PAID

Owner: PORT EVERGLADES TERMINAL

LAND

LLC

101 SANBURY'S WAY

WEST PALM BEACH, FL 33411

Situs: SE 32 ST

PAID 2014-12-11 \$1,113.01

Effective 2014-11-30

Receipt #034-14-00000633

Account number: **504223-29-0030**

Alternate Key: 526543

Millage code: 0412

Millage rate: 21.92110

Assessed value: 44,800

School assessed value: 44,800

Location is not guaranteed to be accurate

Property Appraiser - GIS

2014 annual bill	View	Legal description	Location	
Ad valorem:	\$982.07	PHILLIPS INDUSTRIAL PARK 175-23B	^	Book, page, item: --
Non-ad valorem:	\$177.32	PARCEL C (ACCESS)	v	Property class: 1
Total Discountable:	1159.39			Range: 42
No Discount NAVA:	0.00			Township: 50
Total tax:				Section: 23
				Use code: 28



RECORDS, TAXES AND TREASURY

Records, Taxes & Treasury Div. Home Search Reports Shopping Cart

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Real Estate Account At SE 32 ST

Real Estate Account #504223-29-0030

Parcel details

Latest bill

Full bill history

2014

PAID

2013

PAID

2012

PAID

2011

PAID

...

2006

PAID

Real Estate 2014 Annual Bill

[Print This Bill \(PDF\)](#)

Broward County Records, Taxes & Treasury Div.

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number

504223-29-0030

Alternate key

526543

Escrow code

—

Millage code

0412

PAID 2014-12-11 \$1,113.01

Effective 2014-11-30

Receipt #034-14-00000633

PAYMENTS MUST BE MADE IN US FUNDS AND
DRAWN ON US BANK ACCOUNT.

Owner
PORT EVERGLADES TERMINAL LAND
LLC
101 SANSBURYS WAY
WEST PALM BEACH, FL 33411

Site address
SE 32 ST

Legal description
PHILLIPS INDUSTRIAL PARK 175-23B PARCEL C
(ACCESS)

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
BROWARD COUNTY COMMISSION					
COUNTYWIDE SERVICES	5.45840	44,800	0	44,800	\$244.54
VOTED DEBT	0.26460	44,800	0	44,800	\$11.85
BROWARD CO SCHOOL BOARD					
Total	21.92110				\$982.07

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
GENERAL FUND	5.93800	44,800	0	44,800	\$266.02
CAPITAL OUTLAY	1.50000	44,800	0	44,800	\$67.20
SO FLORIDA WATER MANAGEMENT					
EVERGLADES C.P.	0.05480	44,800	0	44,800	\$2.46
OKEECHOBEE BASIN	0.17170	44,800	0	44,800	\$7.69
SFWMD DISTRICT	0.15770	44,800	0	44,800	\$7.06
NORTH BROWARD HOSPITAL	1.59390	44,800	0	44,800	\$71.41
CHILDREN'S SVCS COUNCIL OF BC	0.48820	44,800	0	44,800	\$21.87
CITY OF DANIA BEACH					
DANIA BEACH OPER	5.99980	44,800	0	44,800	\$268.79
DEBT SERVICE	0.25950	44,800	0	44,800	\$11.63
FL INLAND NAVIGATION	0.03450	44,800	0	44,800	\$1.55
Total	21.92110				\$982.07

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
DANIA FIRE		\$177.32
Total		\$177.32

Combined taxes and assessments: \$1,159.39

If paid by:

Nov 30, 2014

Please pay:

\$0.00

PAID 2014-12-11 \$1,113.01

Effective 2014-11-30

Receipt #034-14-00000633



RECORDS, TAXES AND TREASURY

Records, Taxes & Treasury Div. Home Search Reports Shopping Cart

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Bill History — Real Estate Account At SE 32 ST

Real Estate Account #504223-29-0030

Parcel details

Latest bill

Full bill history

Amounts as of 08/04/2015

Bill	Balance		
2014 Annual Bill	\$0.00	12/11/2014	Paid \$1,113.01 Receipt #034-14-00000633
		Effective 11/30/2014	
2013 Annual Bill	\$0.00	12/09/2013	Paid \$1,123.32 Receipt #03A-13-00002712
		Effective 11/29/2013	
2012 Annual Bill	\$0.00	12/10/2012	Paid \$1,086.55 Receipt #30A-12-00003653
		Effective 11/30/2012	
2011 Annual Bill	\$0.00	12/08/2011	Paid \$1,262.59 Receipt #20C-11-00000552
		Effective 11/30/2011	
2010 Annual Bill	\$0.00	12/08/2010	Paid \$1,282.28 Receipt #LBX-10-00161816
		Effective 11/30/2010	
2009 Annual Bill	\$0.00	12/04/2009	Paid \$1,153.99 Receipt #LBX-09-00276425
		Effective 11/30/2009	
2008 Annual Bill	\$0.00	12/08/2008	Paid \$1,073.31 Receipt #2008-7159011
		Effective 11/01/2008	
2007 Annual Bill	\$0.00	02/07/2008	Paid \$4,057.78 Receipt #2007-9502689
		Effective 11/30/2007	
		Processed Refund:	Amount \$2,732.10 Refunding To SOUTH FLORIDA MATERIALS CORP
			Overpayment 02/07/2008
			Refund Processed 03/17/2008
2006 Annual Bill	\$0.00	05/16/2008	Paid \$4,267.09 Receipt #2007-1606543
		Effective 05/15/2008	
		Processed Refund:	Amount \$2,828.41 Refunding To PORT EVERGLADES TERMINAL LAND
			Overpayment 05/16/2008
			Refund Processed 07/01/2008
Total Balance	\$0.00		

Amounts as of 08/04/2015

