

IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN
AND FOR BROWARD COUNTY,
FLORIDA

MARGERY & STUART GOLANT, AMANDA &
ANDREW VELARDI, CHARLES & BARBARA CIVIL ACTION NO.:
BUTLER, TODD & FRANCESCA LINK,
BARBARA POLEN, ALFONSO TELLEZ,
ALLEN ADILI, ANDREAS SCHNEUERER,
ANGEL & LAURIE TORRES, ANGEL &
MILVIA CABRERA, ANTHONY SUPPELSA,
ARUN RAJ, ASHLEY HARROWER,
AUGUSTINE LANZELLOTTA, AUGUSTINE
NADAYIL, BARRY LEVINE, BRIAN &
JESSICA STEWART, BRIAN KEVELS &
MARIA GARNICA, BRUCE DUMAS,
CHARLES & ANNA DAVIS JR., CHARLES &
SANDRA WATTS, CHARLES VELLA,
CHERYL & GEORGE SIMMONS, CHRISTIAN
PARKS, DALE UPDIKE, DANA DOKLEAN,
DANIEL & LALETA JOSEPH, DANIEL
MLADIN, DARLENE & DENIS JORDAN,
DAVID & KATHY COWEN, DENNIS & KARI
BRILL, DONNA TINGLEY, STEVEN & DR.
HELENA A. DELUCA, DOUGLAS & NAN
GARVER KENT, DR. CHARLES & MARY
CARRAHER, DR. DAVID & KAREN
MIZRACHI, DR. DORSEY & BETTY MILLER,
EDWARD & LINDA GONZALEZ, ELAINE
KAPLAN, ELLEN & NICOLAI VAN OLDEN,
EVA ALPERT - EVA ALPERT REV TRUST,
GENE ULISHNEY, GISELA PARRA, GLORIA
& BILL HECK, HENRIK & GOLDEN
JOHANSSON, HOPE RUSLIN, HORST &
MARGARET BRINKMANN, HOWARD YORK,
IRWIN & JOAN MANDEL, JAMES & LOUISE
BRUNNER, JAMES & MEREDITHI WYMAN,
JAMES & SUSAN MAY, JAMES & SUSAN
MILES, JAMIE & MALA MEEHAN, JAYSON &
LINDA MALIA BEALE, JEFF CHAMBERS,
JEFFREY FRIEDMAN, JENNIFER & THOMAS
SCHREIBER, JESVIN & TINA THOMAS,
JOANNE CORREIA-KENT & DAVID KENT,
JOSE & THRESIAMMA THEKKUMKATTIL,
JULIA & WAYNE LEONARD, KARL & SUSAN
MORRIS SCHIBINGER, KENN & MILENA
MCCOMAS, KERI-KAYE MACK, KEVIN
HALVORSEN & BRYAN ALVAREZ,

COMPLAINT

KIMBERLY & DAVID OZAN, KYLE STOUT & MICHELLE CAMPANELLA, LAURIE JO & PAUL BRANGAN, LAWRENCE & SHERRY LINDSAY, LEE & BECKY LAZENSON, LEO & MARIE GOSSER, LESLEE SCHIFF, MAHSA & AMIR SHARIATI, MARGUERITE & GENE VAN PRAAG, MARIA WESH, MARK & LORRAINE KURZ, MARY BARBARITE, MELINDA & STEVEN MAYERS, MELVIN MADAN & ANEESA ALI, MICHAEL & LISA HELLER, MICHAEL & MARIA HOPE, MICHAEL & SHARI CONVISSAR, MICHAEL SHEA, MIKHAIL & JULIA KRUGLYAKOV, MITCH & MICHELLE LOSEY, MONICA FELDER, MUHAMMAD FAROOQ HAMEED & TABASSUM HUSSAIN, NEIL J. & CAROLYN PAIGE ROSS, OLGA REYES, PAMELA & LAUREN GROSSO, PANKAJ PARIKH, PATRICK KELLY, PAUL & KAREN STUART, PETER & MARY MCALOON, PIERRE & JUDY SADA, RANDY & CATHERINE EUBANKS, RICHARD GRUPENHOFF & LISA BALBONE, RICHARD POLLOCK, ROBERT & DEBRA ONGSARD, ROBERT & PATRICIA POLLARI, ROBIN & KENNETH QUINTERO, RON & KAREN CHIN, SASHA WESTERMAN-KEUNIG, SCOTT MEIER, SCOTT THOMAS, SEBASTIAN LONDONO-CORTES, SHANNON LEW, SHERI SAUER, SIMONE & DAVID CUSHNIE, STEIN CHRISTENSEN, SUMMER & JAMES ROBERTSON, THOMAS & LYNN PALEN, TOM NARDONE, TRINA THIEL, VALERIE & DEAN FULTON, VICTOR MCKEIGHAN, WALTER HUSARENKO, WESTON & HANNAH MCBEAN, WILLIAM & ELIZABETH GALAGA, YEHEZKEL & SHIMRIT ESHED, JORDAN & EUGENIA FLEISHER, RICHARD & CHERYL CLEARY, E.H. SINCLAIR, M.D. & L.M. SINCLAIR, M.D., VINCE & MARY PANKOKE, NOREEN LAYNE, TIM & OLHA KELLER, FRANK & RUTH CANDREVA, ADAN RIVERA HERNANDEZ, CHRISTIAN MARLENE VELASCO ARTEAGA,

Plaintiffs,

vs.

CITY OF PARKLAND, a Florida municipal corporation,

Defendant. /

Plaintiffs, MARGERY & STUART GOLANT, AMANDA & ANDREW VELARDI, CHARLES & BARBARA BUTLER, TODD & FRANCESCA LINK, BARBARA POLEN, ALFONSO TELLEZ, ALLEN ADILI, ANDREAS SCHNEUERER, ANGEL & LAURIE TORRES, ANGEL & MILVIA CABRERA, ANTHONY SUPPELSA, ARUN RAJ, ASHLEY HARROWER, AUGUSTINE LANZELLOTTA, AUGUSTINE NADAYIL, BARRY LEVINE, BRIAN & JESSICA STEWART, BRIAN KEVELS & MARIA GARNICA, BRUCE DUMAS, CHARLES & ANNA DAVIS JR., CHARLES & SANDRA WATTS, CHARLES VELLA, CHERYL & GEORGE SIMMONS, CHRISTIAN PARKS, DALE UPDIKE, DANA DOKLEAN, DANIEL & LALETA JOSEPH, DANIEL MLADIN, DARLENE & DENIS JORDAN, DAVID & KATHY COWEN, DENNIS & KARI BRILL, DONNA TINGLEY, STEVEN & DR. HELENA A. DELUCA, DOUGLAS & NAN GARVER KENT, DR. CHARLES & MARY CARRAHER, DR. DAVID & KAREN MIZRACHI, DR. DORSEY & BETTY MILLER, EDWARD & LINDA GONZALEZ, ELAINE KAPLAN, ELLEN & NICOLAI VAN OLDEN, EVA ALPERT - EVA ALPERT REV TRUST, GENE ULISHNEY, GISELA PARRA, GLORIA & BILL HECK, HENRIK & GOLDEN JOHANSSON, HOPE RUSLIN, HORST & MARGARET BRINKMANN, HOWARD YORK, IRWIN & JOAN MANDEL, JAMES & LOUISE BRUNNER, JAMES & MEREDITHI WYMAN, JAMES & SUSAN MAY, JAMES & SUSAN MILES, JAMIE & MALA MEEHAN, JAYSON & LINDA MALIA BEALE, JEFF CHAMBERS, JEFFREY FRIEDMAN, JENNIFER & THOMAS SCHREIBER, JESVIN & TINA THOMAS, JOANNE CORREIA-KENT & DAVID KENT, JOSE & THRESIAMMA THEKKUMKATTIL, JULIA & WAYNE LEONARD, KARL & SUSAN MORRIS SCHIBINGER, KENN & MILENA

MCCOMAS, KERI-KAYE MACK, KEVIN HALVORSEN & BRYAN ALVAREZ,
KIMBERLY & DAVID OZAN, KYLE STOUT & MICHELLE CAMPANELLA, LAURIE JO &
PAUL BRANGAN, LAWRENCE & SHERRY LINDSAY, LEE & BECKY LAZENSON, LEO
& MARIE GOSSER, LESLEE SCHIFF, MAHSA & AMIR SHARIATI, MARGUERITE &
GENE VAN PRAAG, MARIA WESH, MARK & LORRAINE KURZ, MARY BARBARITE,
MELINDA & STEVEN MAYERS , MELVIN MADAN & ANEESA ALI, MICHAEL & LISA
HELLER, MICHAEL & MARIA HOPE, MICHAEL & SHARI CONVISSAR, MICHAEL
SHEA, MIKHAIL & JULIA KRUGLYAKOV, MITCH & MICHELLE LOSEY, MONICA
FELDER, MUHAMMAD FAROOQ HAMEED & TABASSUM HUSSAIN, NEIL J. &
CAROLYN PAIGE ROSS, OLGA REYES, PAMELA & LAUREN GROSSO, PANKAJ
PARIKH, PATRICK KELLY, PAUL & KAREN STUART, PETER & MARY MCALOON,
PIERRE & JUDY SADA, RANDY & CATHERINE EUBANKS, RICHARD GRUPENHOFF &
LISA BALBONE, RICHARD POLLOCK, ROBERT & DEBRA ONSGARD, ROBERT &
PATRICIA POLLARI, ROBIN & KENNETH QUINTERO, RON & KAREN CHIN, SASHA
WESTERMAN-KEUNIG, SCOTT MEIER, SCOTT THOMAS, SEBASTIAN LONDONO-
CORTES, SHANNON LEW, SHERI SAUER, SIMONE & DAVID CUSHNIE, STEIN
CHRISTENSEN, SUMMER & JAMES ROBERTSON, THOMAS & LYNN PALEN, TOM
NARDONE, TRINA THIEL, VALERIE & DEAN FULTON, VICTOR MCKEIGHAN,
WALTER HUSARENKO, WESTON & HANNAH MCBEAN, WILLIAM & ELIZABETH
GALAGA, YEHEZKEL & SHIMRIT ESHED, JORDAN & EUGENIA FLEISHER, RICHARD
& CHERYL CLEARY, E.H. SINCLAIR, M.D. & L.M. SINCLAIR, M.D., VINCE & MARY
PANKOKE, NOREEN LAYNE, TIM & OLHA KELLER, FRANK & RUTH CANDREVA,
ADAN RIVERA HERNANDEZ, CHRISTIAN MARLENE VELASCO ARTEAGA

("Plaintiffs") hereby sue Defendant, THE CITY OF PARKLAND (the "City"), a municipal corporation, and state:

THE PARTIES, JURISDICTION AND VENUE

1. Plaintiffs are all natural persons and are sui juris.
2. Each of the Plaintiffs owns and resides in a single family home in the Pine Tree Estates subdivision which is located within the City of Parkland, Broward County, Florida.
3. Defendant, City of Parkland ("City") is a political subdivision of the State of Florida.
4. This is a civil action whereby Plaintiffs are asserting claims in equity pursuant to Section 95.361(4), Florida Statutes, declaratory judgments declaring that the roads within Pine Tree Estates are public streets which the City has a legal duty, responsibility and obligation to maintain and repair, but which the City has been derelict in its legal duty, obligation and responsibility to maintain and repair said roads, that the City cannot utilize Section 95.361(2), Florida Statutes to effectuate a statutory dedication, and that the City cannot specially assess Plaintiffs for the required maintenance and repair of the roads, and specific performance by the City to maintain and repair the roads.
5. This court has jurisdiction pursuant to Florida Statute §26.012 and Article V, Section 5 of The Constitution of the State of Florida.
6. The amount in controversy exceeds \$50,000 exclusive of attorney's fees and cost.
7. All the acts and omissions that give rise to this lawsuit either occurred in Broward County, Florida or relate to real property and related business transactions in Broward County, Florida, located within this Court's territorial jurisdiction.
8. Accordingly, venue is proper in this Court.

9. All conditions precedent to the initiation and maintenance of this action have been performed, have occurred, are excused or have been waived.

FACTS COMMON TO ALL COUNTS

10. Pine Tree Estates was developed by the Deerfield Investment Corp. (“Deerfield Investment”) during the 1960s.

11. As part of the development plan, Deerfield Investment created road easements in favor of all of the property owners within Pine Tree Estates, and of the public.

12. These road easements were located on the individual lots of Pine Tree Estates.

13. In January 1966, Deerfield Investment recorded eighteen (18) documents titled Creation of Easements and Declaration of Maintenance Obligations (hereinafter the 18 collective easements shall be referred to as the “1966 Road Easements.”) A copy of the Road Easements are attached hereto as Exhibit “A” and are incorporated by reference.

14. Deerfield Investment recorded the 1966 Road Easements in the Official Records Book of Broward County as follows: O.R.B. 3163, Page 263, O.R.B. 3163, Page 267, O.R.B. 3601, Page 589, O.R.B. 3601, Page 591, O.R.B. 3601, Page 597, O.R.B. 3601, Page 681, O.R.B. 3601, Page 685, O.R.B. 3601, Page 689, O.R.B. 3742, Page 358, O.R.B. 3742, Page 362, O.R.B. 3742, Page 366, O.R.B. 3742, Page 370, O.R.B. 3742, Page 374, O.R.B. 3940, Page 476, O.R.B. 3940, Page 480, O.R.B. 3940, Page 484, O.R.B. 3940, Page 488, O.R.B. 3940, Page 492.

15. The 1966 Road Easements, at paragraph two (2), created twenty-five (25) foot perpetual, non-exclusive easements for roads, drainage, construction, installation, maintenance and replacement of public utilities for the use and benefit of the present and future owners.

16. Paragraph 3 of the 1966 Road Easements provided for the continued maintenance, repair, improvement or rebuilding of an adequate roadway over and across the entire easement and

that the abutting landowners would be financially liable pro-rata for the roadway on a front-foot basis.

17. Deerfield Investment constructed some or all of the existing roads within the 25 foot perpetual easements established by the 1966 Road Easements.

18. All of the lots within Pine Tree Estates, each consisting of more than one (1) acre of land, run to the center line of the abutting roads and are encumbered with 25 foot perpetual easement for the abutting roads and utilities.

19. Deerfield Investment created the road easements for the benefit of the present and future owners.

20. In the said easements, Deerfield Investment reserved to itself the power to maintain the roads of Pine Tree Estates.

21. Pursuant to Paragraph 11 of the 1966 Road Easements, the landowners shall no longer be financially liable pro-rata for the roadways on or after the date on which an appropriate governmental agency assumes responsibility for maintaining and repairing the roadway located within the easement.

22. On June 3, 1975, Deerfield Investment conveyed to the City all right, title, interest, claim and demand it had in the eighteen (18) Road Easements for ingress and egress and for the construction, installation, maintenance and replacement of public utilities by Quitclaim Deed recorded at ORB 6513, Page 842 of the Official Records of Broward County, a copy of which is attached hereto as Exhibit "B" and incorporated by reference. (Hereinafter the 1975 quit claim deed will be referred to as the "1975 Deed.")

23. On October 20, 1976 the City accepted the 1975 Deed and the conveyance and dedication of the Road Easements by Deerfield Investment by adopting Resolution No. 76-10, titled A Resolution Accepting Dedication of the Streets in Pine Tree Estates (hereinafter referred

to as the “1976 Resolution.”). A copy of the 1976 Resolution is attached hereto as Exhibit “C” and is incorporated by reference.

24. As set forth in the 1976 Resolution, adopted by the city commission, the City acknowledged that Deerfield Investment offered to convey and dedicate the streets in Pine Tree Estates to the City. The City recognized and found that it was in the best interest of the City to assume control of said streets. Based upon this finding and recognition, the City accepted the conveyance and dedication of the streets and deemed them public streets from and after the date of the 1976 Deed, thereby assuming responsibility for maintaining and repairing the roadways located within the easement.

25. Accordingly, a common-law dedication of the streets of Pine Tree Estates was effectuated on Oct. 20, 1976.

26. Hence, from October 20, 1976, the City owed a duty to all property owners of land in Pine Tree Estates, including Plaintiffs, and to the public to fully and properly maintain and repair said roads.

27. On August 13, 1980, Deerfield Investment entered into and recorded another Assignment of Easements (hereinafter referred to as the “1980 Assignment”) wherein it assigned and quitclaimed to the City all rights, powers, and interest for ingress, egress, drainage, and for construction, installation, maintenance and replacement of public utilities over, under and across all of the 25-foot wide perpetual easements established by the 1966 Road Easements and situated in Pine Tree Estates. A copy of the 1980 Assignment is attached hereto as Exhibit “D” and is incorporated by reference.

28. The roads within Pine Tree Estates are located within the 25 foot perpetual easement that encumbers the property owned in fee simple by Plaintiffs and the other abutting owners.

29. Deerfield Investment's easement rights to the roadways in Pine Tree Estate, the land upon which those roadways rest are owned by Plaintiffs and the other abutting property owners, was quitclaim deeded, dedicated, and assigned to the City by the 1975 Deed and the City of Parkland accepted dedication of the streets of Pine Tree Estates and by virtue of the easements declared them public streets in the 1976 Resolution.

30. As a result of the City's acceptance of the dedication of the streets in Pine Tree Estates pursuant to the 1975 Deed, 1976 Resolution and 1980 Assignment, the City, since 1976, has the legal duty, obligation and responsibility to continually conduct maintenance, repair, improvement and/or rebuilding of adequate roadways, at its sole cost and expense, within the land encumbered by the 1966 Road Easements.

31. The City has been derelict of and has wholly disregarded its legal duties, responsibilities, and obligations in connection with the public streets within Pine Tree Estates.

32. The City has failed to perform continued maintenance, repair, improvement or rebuilding of adequate roadways within Pine Tree Estates.

33. The City has taken wildly inconsistent and fictitiously conflicting positions as to whether the roads in Pine Tree Estates are public or private roads.

34. In order to avoid its legal duties, responsibilities, and obligations to perform continued maintenance, repair, improvement or rebuilding of adequate roadways, the City incorrectly asserts and misrepresents that the streets within Pine Tree Estates are private roads.

35. Pursuant to the 1975 Deed, 1976 Resolution and the 1980 Assignment, the roads within Pine Tree Estates are public streets.

36. Historically, the City represented that the streets within Pine Tree Estates were public roads and has treated the roads as public streets in the past.

37. The City regularly and routinely disavows any obligation to undertake the maintenance, repair, improvement or rebuilding of adequate roadways over and across Pine Tree Estates, in dereliction of the 1966 Road Easements, the 1975 Deed, the 1976 Resolution, and the 1980 Assignment.

38. The City regularly and routinely disavows any obligation to undertake the maintenance, repair, improvement or rebuilding of adequate roadways over and across Pine Tree Estates, in dereliction of its legal duties, obligations and responsibilities to maintain and repair the public streets with Pine Tree Estates.

39. The City infrequently, begrudgingly, inadequately, and in a grossly substandard and derelict manner improperly filled potholes in the Pine Tree Estates streets purely as a "courtesy" to property owners of Pine Tree Estates.

40. When Plaintiffs or other property owners within Pine Tree Estates contacted the City to complain about the poor and deteriorated condition of the streets and requested that the City maintain, repair, improve and/or rebuild the streets, the City denied that it had any such legal duty, obligation, and responsibility by falsely and improperly asserting that the streets were privately owned, that the City had no obligation to maintain them, but that it would occasionally fill in potholes merely as a courtesy to the property owners of Pine Tree Estates.

41. However, the City has never regularly maintained and repaired the streets within Pine Tree Estates, nor has it ever developed or established a plan to regularly maintain and repair said streets.

42. The City did not even regularly or properly "fill in potholes".

43. As a result, the streets of Pine Tree Estates are in very poor sub-standard and deteriorated condition, some worse than others, but all uneven and potholed.

44. Whereas the infrequent, begrudging, inadequate, and grossly substandard and derelict manner in which the City improperly filled potholes in the streets as a result of what they label a "courtesy" to property owners of Pine Tree Estates fails to constitute regular maintenance or repair for the immediate past seven (7) years.

45. As a direct result of the City's inaction, failures, inadequacies, dereliction of duty, and disregard of their duty and obligation to perform continued maintenance, repair, improvement or rebuilding of adequate roadways, the streets within Pine Tree Estates have deteriorated severely and fallen into dire disrepair.

46. Even though the City's inaction, dereliction, and negligence in failing to maintain and repair the roads has caused them to be deteriorated severely and fallen into dire disrepair, the City now plans to require the Plaintiffs and other abutting owners to pay for the required maintenance and repair of the public streets, instead of using the City's funds.

47. Plaintiffs and the other abutting owners all pay property taxes to Broward County and the City for their property in Pine Tree Estates including the portion of their property encumbered by the roads.

48. The City has represented, acknowledged and admitted that the streets within Pine Tree Estates are public roads through its enforcement of City Code Section 130-10 (formerly 17-14). City Code Section 130-10(formerly 17-14) provides that:

No person shall permit any trees bushes, shrubs, or other vegetative matter growing on his property to encroach upon the **public rights-of-way** within the City of Parkland in such a way to interfere with traffic. (emphasis added)

49. The City has notified and cited owners in Pine Tree Estates for violating City Code Section 130-10 (formerly 17-14) because vegetative matter was encroaching into the road easements which it said were public rights of way. A copy of one such code enforcement action by the City is attached hereto as Exhibit "E" and incorporated by reference.

50. The City has devised a scheme to illegally acquire fee simple title to the 25 foot perpetual easements throughout all of Pine Tree Estates through the use of Section 95.361(2), Florida Statute, solely for the purpose of cost shifting its duties, obligations, and responsibilities of maintaining and repairing the public roads within Pine Tree Estates to the abutting owners through a special assessment.

51. Section 95.361(2), Florida Statute, provides:

In those instances where a road has been constructed by a nongovernmental entity, or where the road was not constructed by the entity currently maintaining or repairing it, or where it cannot be determined who constructed the road, and when such road has been regularly maintained or repaired for the immediate past 7 years by a county, a municipality, or the Department of Transportation, whether jointly or severally, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. This subsection shall not apply to an electric utility, as defined in s. 366.02(2). The dedication shall vest all rights, title, easement, and appurtenances in and to the road in:

- (a) The county, if it is a county road;
- (b) The municipality, if it is a municipal street or road; or
- (c) The state, if it is a road in the State Highway System or State Park Road System, whether or not there is a record of conveyance, dedication, or appropriation to the public use.

52. On or about March 10, 2020, the City sent a letter and “survey”, purportedly to all property owners of Pine Tree Estates, a copy of which is attached hereto as Exhibit “F” and incorporated by reference, threatening Plaintiffs and the other property owners with the taking of the property pursuant to Section 95.361(2), Florida Statute.

53. In the letter, the City misrepresents the facts by stating that:

The City has been providing basic maintenance and repairs to these roads to ensure safety, but also to resolve all questions that have been raised regarding the City’s authority over the roads and the right to undertake major reconstruction and provide continued long-term maintenance of the roads.

54. The City further misrepresents the facts in the referenced letter by stating that “Although the City has been performing maintenance for an extended period of time, seven years of documented City maintenance will be attained in the summer of 2020.”

55. The City improperly asserts in said letter that an assessment for whatever improvements are to be done will be specially assessed to the abutting owners within Pine Tree Estates, even though the poor condition of the roads is due to the neglect by the City.

56. With the above-referenced letter is a “survey” which purports to set out the “options” for the Pine Tree streets, but which wholly misrepresents the actual facts and legal rights, obligations, and responsibilities of the homeowners and the City.

57. Notwithstanding the contention in the referenced letter that “... seven years of documented City maintenance will be attained in the summer of 2020”, a subsequent communication from the City of Parkland contends that “...the seven year period will have been reached no later than May, 2020.” A copy of this letter is attached hereto as Exhibit “G” and incorporated by reference.

58. Plaintiffs and the other property owners within Pine Tree Estates have requested the City to provide the exact date upon which the seven year maintenance and repair period is completed, but the City continually provides vague and different dates such as “no later than May, 2020” or “Summer 2020.”

59. The City began this illegal and unconstitutional scheme to acquire fee simple title to Plaintiffs land and to specially assess the abutting owners no later than August 1, 2018 when the City Attorney discussed this illegal and unconstitutional scheme at the August 1, 2018 city commission workshop meeting. During this meeting, the City Attorney represented that four years of the required seven year maintenance period had occurred. The Minutes of the Meeting are attached as Exhibit “H” and incorporated by reference.

60. As set forth in the Minutes of the Meeting, the City Attorney advised the city commission not to go forward with any repaving projects of the streets within Pine Tree Estates until after the seven (7) year maintenance period because "... the City should have clear ownership of 'public roads' in Pine Tree."

61. As such, the City has not repaved any of the streets within Pine Tree Estates.

62. The City's refusal to repave said streets further establishes that the City has not conducted maintenance and repair of said streets and that the City's assertion that it has been maintaining and repairing the streets for seven (7) years as of May 2020 is a complete sham and fabrication by the City.

63. The City has no right or lawful basis to attempt to effectuate a statutory dedication pursuant to Section 95.361(2), Florida Statute.

64. In fact, Defendant's actions and intentions are a thinly disguised effort to affect an unconstitutional taking of Plaintiffs' property.

65. The streets within Pine Tree Estates are the only public roads within the jurisdiction of the City that are not regularly maintained and repaired by the City.

66. The streets within Pine Tree Estates provide the same benefit to the community, as to the abutting owners.

67. The City of Parkland is now attempting to benefit from its unclean hands, wrongful behavior and its breaches of its duty to the owners of the properties of Pine Tree Estates and the public.

68. As a result of the City's actions, inaction, nefarious conduct, threats, and dereliction of legal duties, obligations, and responsibilities, Plaintiffs retained the GrayRobinson law firm to represent them in this matter and has agreed to pay the firm a reasonable fee for their services.

COUNT I – CLAIM IN EQUITY UNDER SECTION 95.361(4), FLA. STAT.

69. The allegations set forth in paragraphs 1 through 68 hereinabove are re-alleged herein as if fully set forth below.

70. This is a claim in equity pursuant to Section 95.361(4), Florida Statutes.

71. The City seeks to illegally and unconstitutionally acquire fee simple interest in a portion of Plaintiffs' properties already encumbered with the 1966 Road Easements under the guise of Section 95.361(2), Florida Statute.

72. Pursuant to Section 95.361(4), Florida Statutes, Plaintiffs demand that the City cease its use of Section 96.361(2), Florida Statute, to acquire fee simple title to a portion of Plaintiffs' properties.

73. Additionally, if the streets within Pine Tree Estates are private roads, pursuant to Section 95.361(4), Florida Statutes, Plaintiffs demand that the City cease its purported maintenance and occupation of Plaintiffs' properties under the guise of Section 95.361(2).

74. The City is not entitled to utilize Section 95.361(2), Florida Statute, since the streets have already been dedicated to the public, declared public roads, and the City has the legal duty, responsibility and obligation to maintain and repair the public streets within Pine Tree Estates.

75. Additionally, the City is not entitled to utilize Section 95.361(2), Florida Statute, because the City has never regularly maintained and repaired the roads within Pine Tree Estates, including during the last seven (7) years.

76. To the extent that the City has conducted any maintenance or repairs to said roads, it was infrequent, irregular, and inadequate and grossly substandard and was merely provided as a courtesy and therefore, would not constitute regular maintenance and repairs as required by Section 95.361(2), Florida Statute.

77. Thus, the City has no right or lawful basis to attempt to effectuate a statutory dedication thereof.

WHEREFORE, the Plaintiffs respectfully request that his Court enter a judgment declaring the City must cease all use of Section 95.361(2), Florida Statute, to acquire fee simple or any other interest in Plaintiff's properties, supplemental relief, attorney's fees, costs, and such other and further relief as may be deemed just and property under the circumstances.

COUNT II – DECLARATORY JUDGMENT
REGARDING ROADS WITHIN PINE TREE ESTATES ARE PUBLIC ROADS

78. The allegations set forth in paragraphs 1 through 68 hereinabove are re-alleged herein as if fully set forth below.

79. This is an action for Declaratory Relief pursuant to Chapter 86, Florida Statutes, to declare the rights, status, or other equitable relief or legal relations of the parties as it relates to the ownership of and responsibilities involving the streets within Pine Tree Estates.

80. Plaintiffs assert that the streets within Pine Tree Estates have been dedicated to the public and are public roads pursuant to 1966 Road Easements, 1975 Deed, 1976 Resolution and 1980 Assignment.

81. Plaintiff also asserts that pursuant to the 1966 Road Easements, 1975 Deed, 1976 Resolution and 1980 Assignment, the City accepted a dedication of 25 foot perpetual easements; therefore, the City's legal interest in Plaintiffs property is an easement interest and Plaintiffs and the other abutting property owners own fee simple title to their entire lot including the area dedicated to the City.

82. Plaintiffs further assert that pursuant to the 1966 Road Easements, 1975 Deed, 1976 Resolution and 1980 Assignment, the City has a legal duty, obligation and responsibility to maintain and repair the streets within Pine Tree Estates.

83. Contrary to the facts and official records, the City asserts that the streets within Pine Tree Estates are private roads and the City regularly and routinely disavows any obligation to undertake the maintenance, repair, improvement or rebuilding of adequate roadways over and across Pine Tree Estates, in dereliction of the 1966 Road Easements, the 1975 Deed, the 1976 Resolution, and the 1980 Assignment.

84. There is a bona fide, actual, present, and practical need for a declaration that: (1) the streets within Pine Tree Estates have been dedicated to the City and are public streets; (2) Plaintiffs and the other abutting owners own fee simple title to their individual lots including the roads; (3) the City has 25 foot perpetual easement interest in Plaintiffs' and the other abutting owners' lots; (4) the roads are located within a portion of the 25 foot perpetual easement; and (5) the City has a legal duty, obligation, and responsibility to maintain, repair, improve, or rebuild adequate roadways all of which is within the purview of Chapter 86, Florida Statutes.

85. Plaintiffs do not have an adequate remedy at law and require an adjudication by this Court of its rights as set forth above and of the respective obligations of the City.

86. Due to the parties differing positions regarding the streets within Pine Tree Estates, Plaintiffs request that this Court construe the 1966 Road Easements, 1975 Deed, 1976 Resolution and 1980 Assignment, and rule as to the Plaintiffs' and City's rights, obligations, duties, status and other equitable relief or legal relations regarding Plaintiffs' properties and the streets.

87. Due to the parties differing positions regarding the streets within Pine Tree Estates, Plaintiffs request that this Court construe whether said streets are public roads by virtue of the 1966 Road Easements, 1975 Deed, 1976 Resolution and 1980 Assignment, and rule as to the City's rights, obligations, duties, status and other equitable relief or legal relations regarding whether the City is required to maintain, repair, improve and provide adequate roadways.

88. Plaintiffs seek the Court to declare that: (1) the streets within Pine Tree Estates are public roads pursuant to the common law dedication effectuated by the 1975 Deed, 1976 Resolution and the 1980 Assignment; (2) Plaintiffs and the other abutting owners own fee simple title to their individual lots including the roads; (3) the City has 25 foot perpetual easement interest in Plaintiff's and the other abutting owners lots; (4) the roads are located within a portion of the 25 foot perpetual easement; and (5) the City has a legal duty, obligation and responsibility to maintain and repair these streets.

WHEREFORE, Plaintiffs respectfully requests that this Court enter a judgment declaring the parties' rights and duties with respect to the streets are public roads and whether the City has a legal duty, obligation and responsibility to maintain and repair said streets, supplemental relief, including damages, attorney's fees, and costs, and such other and further relief as may be deemed just and property under the circumstances.

COUNT III – DECLARATORY JUDGMENT
INVOLVING CITY'S DERELICTION OF DUTIES

89. The allegations set forth in paragraphs 1 through 68 hereinabove are re-alleged herein as if fully set forth below.

90. This is an action for Declaratory Relief pursuant to Chapter 86, Florida Statutes, to declare the rights, status, or other equitable relief or legal relations of the parties as it relates to the City's legal duty, obligation, and responsibility to maintain and repair the streets within Pine Tree Estates.

91. Plaintiffs assert that the City has been derelict in its legal duty, obligation and responsibility to maintain and repair the public roads within Pine Tree Estates.

92. Plaintiff further asserts that the City has failed to perform continued maintenance, repair, improvement or rebuilding of adequate roadways, and as a result, the streets within Pine Tree Estates have deteriorated severely and fallen into dire disrepair.

93. To the extent that the City has conducted any maintenance or repairs to said roads, it was infrequent, irregular, and inadequate and grossly substandard.

94. At times, when Pine Tree property owners contact the City to complain about the condition of the roads, the City disavows its legal duty, obligation and responsibility to maintain and repair the streets to avoid performing continued maintenance, repair, improvement or rebuilding of adequate roadways and asserts that any maintenance is merely a courtesy rather than regular maintenance and repair.

95. However, at other times, the City misrepresents that during the last seven (7) years, it has performed regular maintenance and repair of the streets within Pine Tree Estates.

96. Plaintiffs further assert that by failing to perform continued maintenance, repair, improvement or rebuilding of adequate roadways the City was derelict in its legal duties, responsibilities and obligations pursuant to the 1966 Road Easements, 1975 Deed, 1976 Resolution and 1980 Assignment.

97. There is a bona fide, actual, present, and practical need for a declaration that City has been derelict in and failed to perform its legal duties, obligations and responsibilities by not conducting regular maintenance and repair of the streets within Pine Tree Estates within the purview of Chapter 86, Florida Statutes.

98. Plaintiffs do not have an adequate remedy at law and require an adjudication by this Court that the Plaintiffs were entitled to have the abutting roads maintained and repaired by the City, but that the City was derelict in and failed to perform its legal duties, obligations and responsibility to maintain and repair the streets.

99. Due to the parties differing positions regarding whether the City has been derelict in, and failed to perform its legal duties, obligations, and responsibilities of conducting regular maintenance and repair of the streets within Pine Tree Estates, Plaintiffs request that this Court

construe Plaintiffs' rights and rule as to the City's rights, obligations, duties, status and other equitable relief or legal relations regarding maintaining and repairing the streets.

100. Plaintiffs seek the Court to declare that the City has been derelict in and failed to perform its legal duties, obligations and responsibilities regarding maintaining and repairing the streets within Pine Tree Estates.

WHEREFORE, Plaintiffs respectfully request that this Court enter a judgment declaring the parties' rights and duties with respect to whether the City was derelict in its legal duty, obligation and responsibility to maintain and repair the streets within Pine Tree Estates, supplemental relief, including damages, attorney's fees, and costs, and such other and further relief as may be deemed just and property under the circumstances.

COUNT IV –DECLARATORY JUDGMENT REGARDING SECTION 95.361(2)

101. The allegations set forth in paragraphs 1 through 68 hereinabove are re-alleged herein as if fully set forth below.

102. This is an action for Declaratory Relief pursuant to Chapter 86, Florida Statutes, to declare the rights, status, or other equitable relief or legal relations of the parties as it relates to the City's proposed use of Section 95.361(2), Florida Statute.

103. The City has advised Plaintiffs and the other property owners in Pine Tree Estates that it plans to utilize Section 95.361(2), Florida Statute to acquire the fee simple interest in 25 foot perpetual road easements.

104. Plaintiffs assert that such action by the City to acquire fee simple interest in a portion of Plaintiffs' properties already encumbered with the 1966 Road Easements under the guise of Section 95.361(2), Florida Statute is illegal and unconstitutional.

105. Plaintiffs further assert that the City is not entitled to utilize Section 95.361(2), Florida Statute, since the streets have already been dedicated to the public, declared public roads,

and the City has the legal duty, responsibility and obligation to maintain and repair the streets within Pine Tree Estates.

106. Additionally, the City has never regularly maintained and repaired the roads within Pine Tree Estates, including during the last seven (7) years.

107. To the extent that the City has conducted any maintenance or repairs to said roads, it was infrequent, irregular, and inadequate and grossly substandard and was merely provided as a courtesy and therefore, would not constitute regular maintenance and repairs as required by Section 95.361(2), Florida Statute.

108. Thus, the City has no right or lawful basis to attempt to effectuate a statutory dedication thereof pursuant to Section 95.361(2), Florida Statute.

109. There is a bona fide, actual, present, and practical need for a declaration that City cannot utilize Section 95.361(2), Florida Statute within the purview of Chapter 86, Florida Statutes.

110. Plaintiffs do not have an adequate remedy at law and require an adjudication by this Court that the City cannot utilize Section 95.361(2), Florida Statute.

111. Due to the parties differing positions regarding whether the City can utilize Section 95.361(2), Florida Statute, Plaintiffs request that this Court construe Plaintiffs' rights and rule as to the City's rights, obligations, duties, status and other equitable relief or legal relations regarding Section 95.361(2), Florida Statute.

112. Plaintiffs seek the Court to declare that the City cannot utilize Section 95.361(2), Florida Statute to acquire the fee simple interest in the 25 foot perpetual road easements within Pine Tree Estates.

WHEREFORE, Plaintiffs respectfully request that this Court enter a judgment declaring the parties' rights and duties with respect to Section 95.361(2), Florida Statute, supplemental relief,

including damages, attorney's fees, and costs, and such other and further relief as may be deemed just and proper under the circumstances.

COUNT V – SPECIFIC PERFORMANCE

113. The allegations set forth in paragraphs 1 through 68 hereinabove are re-alleged herein as if fully set forth below.

114. This is an action for specific performance pursuant to the 1966 Road Easements, 1975 Deed, 1976 Resolution and 1980 Assignment.

115. As a result of the 1966 Road Easements, 1975 Deed, 1976 Resolution and the 1980 Assignment, the City accepted the dedication of the 25-foot easements, including the streets within the easements, and declared the streets public roads.

116. By accepting the dedication through the 1975 Deed, 1976 Resolution, wherein the City specifically declared that it was in the best interest of the City of Parkland to “assume control of said streets”, and the 1980 Assignment, the City became bound to maintain and repair the streets within Pine Tree Estates.

117. As a result of the acceptance of the dedication, the City has a legal duty, obligation, and responsibility to maintain and repair the streets.

118. As a result of the City's acceptance of the dedication, Plaintiffs were entitled to continued maintenance, repair, improvement or rebuilding of adequate roadways by the City.

119. Plaintiffs and other property owners of Pine Tree Estates have repeatedly and routinely requested the City to maintain and repair the streets.

120. The City has failed to perform and continues to refuse to perform its legal duties, obligations and responsibilities in connection with the continued maintenance, repair, improvement or rebuilding of adequate roadways.

121. Consequently, the streets within Pine Tree Estates have deteriorated severely and fallen into dire disrepair.

122. The City is wrongfully attempting to evade and disavow its legal duties, obligations and responsibilities to maintain and repair the roads.

123. The City's actions are wrongful, in bad faith, and breach of its legal duties, obligations and responsibilities created by its acceptance of the dedication and its declaration that the streets are public roads.

124. As real property is the subject matter of this case, damages cannot adequately compensate Plaintiffs for the City's wrongful refusal to perform regular and continued maintenance and repair of the roads pursuant to the acceptance of the dedication. Under applicable Florida law, Plaintiffs are entitled as part of their remedy to a judgment compelling the specific performance of the City to maintain and repair the roads.

WHEREFORE, Plaintiffs demands judgment against the City providing the following relief:

A. directing the City to specifically perform its legal duty, obligation and responsibility of regularly and continuously maintaining and repairing the roads within Pine Tree Estates; and

B. granting such other and further relief to Plaintiffs as the Court deems proper.

COUNT VI – DECLARATORY JUDGMENT REGARDING SPECIAL ASSESSMENTS

125. The allegations set forth in paragraphs 1 through 68 hereinabove are re-alleged herein as if fully set forth below.

126. This is an action for Declaratory Relief pursuant to Chapter 86, Florida Statutes, to declare the rights, status, or other equitable relief or legal relations of the parties as it relates to the City's legal duty, obligation, and responsibility to assess a special assessment to the Plaintiffs and

all other owners in Pine Tree Estates to pay for the City's maintenance and repair of the public the streets within Pine Tree Estates.

127. The City has advised Plaintiffs and the other property owners of Pine Tree Estates that it will be assessing the costs of the maintenance and repair of the roads to the property owners through a special assessment.

128. However, Plaintiffs assert that the City cannot specially assess Plaintiffs for maintenance and repairs of the public streets within Pine Tree Estates.

129. By virtue of Road Easements, 1975 Deed, 1976 Resolution and the 1980 Assignment, the City assumed the legal duty, responsibility and obligation to maintain and repair the streets within Pine Tree Estates at its sole cost and expense.

130. The City accepted the assignment of the Road Easements which specifically provided that the landowners shall no longer be financially liable pro-rata for the roadways on or after the date on which an appropriate governmental agency assumes responsibility for maintaining and repairing the roadway located within the easement.

131. By virtue of the 1975 Deed and the 1976 Resolution, the City assumed responsibility for maintaining and repairing the roads within Pine Tree Estates and therefore the abutting owners were no longer financially liable for maintenance and repair of the roadways.

132. Thus, the City has waived whatever right it might otherwise have asserted to require the abutting owners to pay for the maintenance and repair of the roads, including assessing said costs to the abutting owners through a special assessment.

133. The City's maintenance and repair of the public roads within Pine Tree Estates would not provide Plaintiffs, as well as the rest of the property owners in Pine Tree Estates, as the abutting owners to the roads with a benefit different in type or degree from benefits provided to community as a whole.

134. Because the City's proposed maintenance and repair imposes a benefit upon individual homeowners no different than that which is imposed upon community at large, the abutting owners cannot be made to bear burden of cost of improvement, in this case maintenance and repair, by means of a special assessment.

135. Even if the City's proposed maintenance and repair confers a benefit upon particular parcels of property, the benefit is the same or similar to that which is conferred upon the community at large, and therefore the Plaintiffs may not be assessed for pro rata costs of the maintenance and repair.

136. As a result of the City's intent to specially assess Plaintiffs, there is a bona fide, actual, present, and practical need for a declaration that the Plaintiffs cannot be required to pay for the required maintenance and repair of the roads through a special assessment within the purview of Chapter 86, Florida Statutes.

137. Plaintiffs do not have an adequate remedy at law and require an adjudication by this Court that the Plaintiffs are not required to pay for the City's required maintenance and repair of the roads and that the City cannot require the abutting owners to pay for the maintenance and repair through a special assessment.

138. Due to the parties differing positions regarding whether the City has the legal right and authority to assess a special assessment against Plaintiffs to pay for regular maintenance and repair of the streets within Pine Tree Estates, Plaintiffs request that this Court construe Plaintiffs' rights and rule as to the City's rights, obligations, duties, status and other equitable relief or legal relations regarding requiring Plaintiffs to pay for the maintenance and repair of the streets through a special assessment.

139. Plaintiffs seek the Court to declare that the City cannot specially assess the Plaintiffs to pay for the required maintenance and repair of the streets within Pine Tree Estates.

WHEREFORE, Plaintiffs, respectfully request that this Court enter a judgment declaring the parties' rights and duties with respect to the City seeking to special assessing Plaintiffs, supplemental relief, including damages, attorney's fees, and costs, and such other and further relief as may be deemed just and property under the circumstances.

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury of all issues that are so triable pursuant to Rule 1.430, Florida Rules of Civil Procedure.

Respectfully submitted,

GRAYROBINSON, P.A.

Counsel for Plaintiffs

333 S.E. 2nd Avenue, Suite 3200

Miami, Florida 33131

Telephone: (305) 416-6880

Facsimile: (305) 416-6887

By: /s/ Bradley S. Gould

Bradley S. Gould

Florida Bar Number.: 966150

bradley.gould@gray-robinson.com

jacqueline.diequez@gray-robinson.com

66-10027

CREATION OF EASEMENTS AND DECLARATION OF MAINTENANCE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

1. DEERFIELD INVESTMENT CORPORATION, a Florida corporation, being the owner of the following described real property in Broward County, Florida, to-wit:

The West one-half (W 1/2) of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of Section 2, Township 48 South, Range 41 East, Broward County, Florida, less the North 33 feet thereof; and the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of Section 11, Township 48 South, Range 41 East; and the West one-half (W 1/2) of the North one-half (N 1/2) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 11, said lands in Section 11 being the West one-half (W 1/2) of tracts 14, 15 and 16 of the Subdivision of Section 11, Township 48 South, Range 41 East, according to the FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION MAP NO. 2, recorded in Plat Book 1, Page 102, of the public records of Palm Beach County, Florida, together with all the platted road rights-of-way contained therein,

for \$1.00 and other good and valuable consideration heretofore received, does hereby create, reserve and grant the easements described in paragraph 2 below for the benefit of the present and future owners of the above-described land, and does hereby impose maintenance obligations upon the above-described land as stated in paragraphs 3 through 12 inclusive, as covenants running with the land described above, for the benefit of and as obligations on the present and all future owners of the land first above described.

2. A perpetual, non-exclusive easement for ingress and egress, for drainage, and for construction, installation, maintenance and replacement of public utilities is hereby created, granted and reserved to and for the use and benefit of the present and future owners of the above-described lands, or any portion or portions thereof, over and across the lands described as follows, to-wit:

E 25 feet of the W 1/2 of the W 1/2 of the W 1/2 of the SW 1/4 of Section 2, Township 48 South, Range 41 East, less the North 33 feet thereof; and

W 25 feet of the E 1/2 of the W 1/2 of the W 1/2 of the SW 1/4 of Section 2, Township 48 South, Range 41 East, less the North 33 feet thereof; and

E 25 feet of the W 1/2 of the W 1/2 of the NW 1/4 of the NW 1/4 of Section 11, Township 48 South, Range 41 East; and

W 25 feet of the E 1/2 of the W 1/2 of the NW 1/4 of the NW 1/4 of Section 11, Township 48 South, Range 41 East; and

E 25 feet of the W 1/2 of the W 1/2 of the N 1/2 of the SW 1/4 of the NW 1/4 of Section 11, Township 48 South, Range 41 East; and

W 25 feet of the E 1/2 of the W 1/2 of the N 1/2 of the SW 1/4 of the NW 1/4 of Section 11, Township 48 South, Range 41 East.

66 JAN 31 PM 11:01

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66- 10028

3163 PAGE 267

CREATION OF EASEMENTS AND DECLARATION
OF MAINTENANCE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

1. DEERFIELD INVESTMENT CORPORATION, a Florida corporation, being the owner of the following described real property in Broward County, Florida, to-wit:

The East one-half ($E\frac{1}{2}$) of the West one-half ($W\frac{1}{2}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of Section 2, Township 48 South, Range 41 East, Broward County, Florida, less the North 33 feet thereof; and the East one-half ($E\frac{1}{2}$) of the Northwest one-quarter ($NW\frac{1}{4}$) of the Northwest one-quarter ($NW\frac{1}{4}$) of Section 11, Township 48 South, Range 41 East; and the East one-half ($E\frac{1}{2}$) of the North one-half ($N\frac{1}{2}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Northwest one-quarter ($NW\frac{1}{4}$) of Section 11, said lands in Section 11 being the East one-half ($E\frac{1}{2}$) of Tracts 14, 15 and 16 of the Subdivision of Section 11, Township 48 South, Range 41 East, according to the FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION MAP NO. 2, recorded in Plat Book 1, Page 102, of the public records of Palm Beach County, Florida, together with all the platted road rights-of-way contained therein,

for \$1.00 and other good and valuable consideration heretofore received, does hereby create, reserve and grant the easements described in paragraph 2 below for the benefit of the present and future owners of the above-described land, and does hereby impose maintenance obligations upon the above-described land as stated in paragraph 3 through 12 inclusive, as covenants running with the land described above, for the benefit of and as obligations on the present and all future owners of the land first above described.

2. A perpetual, non-exclusive easement for ingress and egress, for drainage, and for construction, installation, maintenance, and replacement of public utilities is hereby created, granted and reserved to and for the use and benefit of the present and future owners of the above-described lands, or any portion or portions thereof, over and across the lands described as follows, to-wit:

E 25 feet of the $W\frac{1}{2}$ of the $E\frac{1}{2}$ of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 2, Township 48 South, Range 41 East, less the North 33 feet thereof; and

W 25 feet of the $E\frac{1}{2}$ of the $E\frac{1}{2}$ of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 2, Township 48 South, Range 41 East, less the North 33 feet thereof; and

E 25 feet of the $W\frac{1}{2}$ of the $E\frac{1}{2}$ of the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 11, Township 48 South, Range 41 East; and

W 25 feet of the $E\frac{1}{2}$ of the $E\frac{1}{2}$ of the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 11, Township 48 South, Range 41 East; and

E 25 feet of the $W\frac{1}{2}$ of the $E\frac{1}{2}$ of the $N\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 11, Township 48 South, Range 41 East; and

W 25 feet of the $E\frac{1}{2}$ of the $E\frac{1}{2}$ of the $N\frac{1}{2}$ of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 11, Township 48 South, Range 41 East.

EXHIBIT A

96 JAN 31 PM 4: 01

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CREATION OF EASEMENTS AND DECLARATION
OF MAINTENANCE OBLIGATIONS

68- 19830

KNOW ALL MEN BY THESE PRESENTS:

1. DEERFIELD INVESTMENT CORPORATION, a Florida corporation,
being the owner of the following described real property in Broward
County, Florida, to-wit:

The West one-half ($W\frac{1}{2}$) of the East one-half ($E\frac{1}{2}$)
of the Southwest one-quarter ($SW\frac{1}{4}$) of Section 2,
Township 48 South, Range 41 East, Broward County,
Florida, less the North 33 feet thereof.

for \$1.00 and other good and valuable consideration heretofore received,
does hereby create, reserve and grant the easements described in paragraph
2 below for the benefit of the present and future owners of the above-
described land, and does hereby impose maintenance obligations upon the
above-described land as stated in paragraph 3 through 12 inclusive, as
covenants running with the land described above, for the benefit of and
as obligations on the present and all future owners of the land first
above described.

2. A perpetual, non-exclusive easement for ingress and
egress, for drainage, and for construction, installation, maintenance,
and replacement of public utilities is hereby created, granted and reserved
to and for the use and benefit of the present and future owners of the
above-described lands, or any portion or portions thereof, over and across
the lands described as follows, to-wit:

The $E\frac{1}{2}$ 25 ft of $W\frac{1}{2}$ of $W\frac{1}{2}$ of $E\frac{1}{2}$ of $SW\frac{1}{4}$ and the W 25 ft
of $E\frac{1}{2}$ of $W\frac{1}{2}$ of $E\frac{1}{2}$ of $SW\frac{1}{4}$ of Section 2, Township 48
South, Range 41 East, Broward County, Florida, less
the north 33 feet thereof.

This instrument prepared by:
G. David Parrish, Esq.
227 Security Tr. Bldg.
Miami, Fla.

68 FEB 16 AM 11:42

D O

MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document with microfilm.

5.00



promptly state to said owner in writing, in form recordable in the public records, the amount of every payment due or the estimated amount of any payment to become due for improvements theretofore authorized by the Easement Committee, or, if such be the case, that no such payment is due or to become due for improvements theretofore authorized by said Committee.

8. The Easement Committee shall have the right to transfer all of its rights, powers and privileges arising out of this instrument to a Florida non-profit corporation (membership in which shall be offered to each owner of an abutting parcel) by an instrument referring specifically to this instrument, signed by a majority of the members of the Easement Committee, accepted in writing on the face thereof by said non-profit corporation and recorded in the public records, or otherwise brought to the notice of the abutting land owners, whereupon the Easement Committee and each member thereof shall be freed and discharged and exonerated from all further obligation and liability arising out of this instrument, except to account to said non-profit corporation for funds collected and on hand at the time of the transfer of the rights, powers and privileges herein granted, and to deliver the same to such non-profit corporation.

9. Upon said non-profit corporation being duly constituted and organized, and the rights, powers and privileges of the Easement Committee transferred thereto, the non-profit corporation shall have the power, by a majority vote of its members owning lands within the parcel described in paragraph 1, above (voting as a class according to the number of front feet owned by each member) to cancel, annul, or amend any or all of the provisions stated in paragraphs 3 through 8 of this instrument. Said non-profit corporation may be one charged with like duties and obligations as are herein created, respecting improvements in other lands located within the South Half of Sections 1 and 2 and the Northwest quarter of Section 11, Township 48 South, Range 41 East, Broward County, Florida.

10. The rights herein granted to the Easement Committee shall impose no obligation on the Easement Committee to make or cause to be made any of the improvements herein described, it being recognized by all persons accepting conveyances of these tracts that the easements and liens herein created are for the sole benefit of such purchasers, and the Easement Committee is created as a convenience for said purchasers and does not warrant, represent or guarantee that such improvements shall at any time be made and said Committee assumes no liability, personal or otherwise, in connection with its rights hereunder.

11. To the extent not theretofore cancelled, annulled or superseded by procedures herein provided for, paragraphs 3 through 9, above, shall become null and void and of no further effect on and after the date on which any appropriate governmental agency assumes responsibility for maintaining and repairing the roadway located within the easement herein created; except that the Easement Committee shall as expeditiously as practicable wind up its affairs and distribute net assets in its possession to the abutting land owners pro-rata, on the same basis on which they have been subject to assessment.

12. This instrument shall not be construed in any way to obligate DEERFIELD INVESTMENT CORPORATION to make improvements except as said corporation may be assessed as one of the owners of lands abutting the easement herein granted.

WITNESS the signature and seal of DEERFIELD INVESTMENT CORPORATION this 12 day of February, A.D. 1968.

Executed in our presence;

[Signature]
[Signature]
Witnesses

DEERFIELD INVESTMENT CORPORATION
By [Signature]
Vice-President



PAGE 591

68- 19832

CREATION OF EASEMENTS AND DECLARATION
OF MAINTENANCE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

1. DEERFIELD INVESTMENT CORPORATION, a Florida corporation, being the owner of the following described real property in Broward County, Florida, to-wit:

The West one-half ($W\frac{1}{2}$) of the West one-half ($W\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section 2, Township 40 South, Range 41 East, Broward County, Florida, less the North 33 feet thereof.

for \$1.00 and other good and valuable consideration heretofore received, does hereby create, reserve and grant the easements described in paragraph 2 below for the benefit of the present and future owners of the above-described land, and does hereby impose maintenance obligations upon the above-described land as stated in paragraph 3 through 12 inclusive, as covenants running with the land described above, for the benefit of and as obligations on the present and all future owners of the land first above described.

2. A perpetual, non-exclusive easement for ingress and egress, for drainage, and for construction, installation, maintenance, and replacement of public utilities is hereby created, granted and reserved to and for the use and benefit of the present and future owners of the above-described lands, or any portion or portions thereof, over and across the lands described as follows, to-wit:

The E 25 feet of $W\frac{1}{2}$ of $W\frac{1}{2}$ of $W\frac{1}{2}$ of $SE\frac{1}{4}$ and the W 25 ft of the $E\frac{1}{2}$ of $W\frac{1}{2}$ of $W\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 2, Township 40 South, Range 41 East, Broward County, Florida, less the North 33 feet thereof.

This instrument prepared by:
G. David Parrish, Esq.
227 Security Tr. Bldg.
Miami, Fla.

68 FEB 16 AM 11:43

D. O.

5.00

EXHIBIT

PAGE 507

DEED FOR FLORIDA

- 2 -

IN WITNESS WHEREOF the undersigned has set his hand and seal as Field Office Realty Officer, FHA Field Office Miami Florida, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D.

Signed, sealed and delivered in the presence of:

ROBERT C. WEAVER Secretary of Housing and Urban Development

By: Federal Housing Commissioner

Mr. ...

By: *John L. Griffith* (SEAL)

Patricia ...

JOHN L. GRIFFITH Field Office Realty Officer, Florida

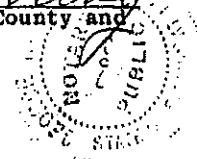
STATE OF FLORIDA COUNTY OF DADE ; SS

209301-P HUD-Wash., D. C. FHA FORM NO. 1810 Rev. 7/66

Before me personally appeared JOHN L. GRIFFITH, who is personally well known to me and known to me to be the duly appointed Field Office Realty Officer, FHA Field Office Miami Florida, and the person who executed the foregoing instrument bearing date January 31, 1968, by virtue of the authority vested in him by the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, and acknowledged before me that he executed the same as Field Office Realty Officer, for and on behalf of ROBERT C. WEAVER, Secretary of Housing and Urban Development, for the purposes therein expressed.

Witness my hand and official seal this 31st day of January, 1968

George K. Herring Notary Public in and for the County and State aforesaid



My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA of LARGE MY COMMISSION EXPIRES JUNE 19, 1970 BONDED THROUGH FRED W. DISTELHORST

RECORDED IN OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA JACK WHEELER CLERK OF CIRCUIT COURT

IN WITNESS WHEREOF, the said mortgagor has hereunto set his hand and seal the day and year first aforesaid.

Signed, sealed, and delivered in the presence of-

Joseph Calargo
Patricia T. Sessa

Albert R. Martin [SEAL]
Albert R. Martin

Jannelle L. Martin [SEAL]
Jannelle L. Martin

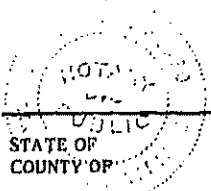
[SEAL]

[SEAL]

STATE OF FLORIDA }
COUNTY OF Dade } ss:

Before me personally appeared Albert R. Martin and Jannelle L. Martin, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 13th day of February, 19 68



Patricia T. Sessa
Notary Public in and for the county and State aforesaid
Notary Public, State of Florida at Large
My commission expires Aug. 22, 1971
Bonded by Transamerica Insurance Co.

STATE OF FLORIDA }
COUNTY OF } ss:

Before me personally appeared _____, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 19 _____

Notary Public in and for the county and State aforesaid
My commission expires _____

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

This form may be used as the security instrument in connection with mortgages to be insured under Sections 203 and 222, and in connection with "individual mortgages" to be insured under Sections 213, 220, 221, 233, 809 and 810 of the National Housing Act.

STATE OF FLORIDA
LOAN NO. _____
Mortgage
TO
Received for Record on the _____ day
of _____ A.D. 19 _____
at _____ o'clock _____ M., and recorded in
_____ one of
the Land Records of the State of Florida,
and examined by _____
Recorder
U.S. GOVERNMENT PRINTING OFFICE: 1967 O-348-348

Mr. Jack Wheeler
Clerk of the Circuit Court
P. O. Box 1540
Ft. Lauderdale, Florida

OFF REC 3601 PAGE 689

68- 19881

Note Number SATISFACTION OF RETAIN TITLE CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that FLORIDA MUSIC AND VENDING CO., 1100 N. W. 163rd Drive, Miami, Florida 33169, the Holder and Owner of that certain Retain Title Contract executed by Jadco Vending to the said Company dated December 28th, 1967, recorded in Personal Property Book 3565 on Page 21 in the office of the Clerk of the Circuit Court, Broward County, Florida, and does hereby acknowledge full satisfaction and cancellation of said Retain Title Contract, and hereby directs the Clerk of the said Circuit Court to cancel record of said Retain Title Contract.

IN WITNESS WHEREOF, FLORIDA MUSIC AND VENDING CO, affixes its seal and subscribes its name by its officer hereunto duly authorized this 7th day of February, 1968.

Signed in the presence of:
William J. Monahan

FLORIDA MUSIC AND VENDING CO.
By: Edward Claffey
Title: President

1968 FEB 16 PM 1:08

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

RECORDED IN OFFICIAL RECORDS ROOM
OF BROWARD COUNTY, FLORIDA
JACK WHEELER
CLERK OF CIRCUIT COURT

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Edward Claffey, President of FLORIDA MUSIC AND VENDING CO., to me well known to be the individual and officer of said Company described in and who executed the foregoing Satisfaction of Retain Title Contract, and duly acknowledged before me that said Company executed the foregoing Satisfaction piece, and that said Company executed same for the purposes therein expressed as the act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and my official seal at Miami, said County and State, this 7th day of February, A.D., 1968.

Solomon M. Smith
Notary Public

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 16, 1971
BONDED THROUGH FRED W. STEINELHORN

FLORIDA *Musica and Vending Co.*
1100 NORTHWEST 163RD DRIVE • MIAMI, FLORIDA • 33169

EXHIBIT A



68-102643

OFF REC. 3742 PAGE 358

CREATION OF EASEMENTS AND DECLARATION
OF MAINTENANCE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

1. DEERFIELD INVESTMENT CORPORATION, a Florida corporation, being the owner of the following described real property in Broward County, Florida, to-wit:

W $\frac{1}{2}$ of W $\frac{1}{2}$ of SW $\frac{1}{4}$, Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof,

68 SEP 9 AM 10:13

For \$1.00 and other good and valuable consideration heretofore received, does hereby create, reserve and grant the easements described in paragraph 2 below for the benefit of the present and future owners of the above-described land, and does hereby impose maintenance obligations upon the above-described land as stated in paragraph 3 through 12 inclusive, as covenants running with the land described above, for the benefit of and as obligations on the present and all future owners of the land first above described.

2. A perpetual, non-exclusive easement for ingress and egress, for drainage, and for construction, installation, maintenance, and replacement of public utilities is hereby created, granted and reserved to and for the use and benefit of the present and future owners of the above-described lands, or any portion or portions thereof, over and across the lands described as follows, to-wit:

- a. The East 25 feet of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof; and
- b. The West 25 feet of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof, and
- c. The South 25 feet of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, and
- d. The North 25 feet of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East.

In Broward County, Florida

PREPARED BY G.D. PARRISH
119 E. FLAGLER ST
MIAMI, FLA.

EXHIBIT A

5.00
5.15



68-102644

CREATION OF EASEMENTS AND DECLARATION
OF MAINTENANCE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

1. DERRIFIELD INVESTMENT CORPORATION, a Florida corporation, being the owner of the following described real property in Broward County, Florida, to-wit:

$\frac{E\frac{1}{2}}$ of the $W\frac{1}{2}$ of $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less that portion of the West 495 feet of the East 4340.74 feet (as measured along the north line) of the north 660 feet of the said Section 1 lying within the above described parcel.

1968 SEP 9 AM 10:13

for \$1.00 and other good and valuable consideration heretofore received, does hereby create, reserve and grant the easements described in paragraph 2 below for the benefit of the present and future owners of the above-described land, and does hereby impose maintenance obligations upon the above-described land as stated in paragraph 3 through 12 inclusive, as covenants running with the land described above, for the benefit of and as obligations on the present and all future owners of the land first above described.

2. A perpetual, non-exclusive easement for ingress and egress, for drainage, and for construction, installation, maintenance, and replacement of public utilities is hereby created, granted and reserved to and for the use and benefit of the present and future owners of the above-described lands, or any portion or portions thereof, over and across the lands described as follows, to-wit:

a. The East 25 feet of the $W\frac{1}{2}$ of the $E\frac{1}{2}$ of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 861.78 feet thereof.

b. The West 25 feet of the $E\frac{1}{2}$ of the $E\frac{1}{2}$ of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 861.78 feet thereof.

c. The South 25 feet of the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East.

d. The North 25 feet of the $SE\frac{1}{4}$ of the $NW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East.

PREPARED BY G.D. PARRIS/J
119 E. FLAGLER ST.
MIAMI, FLA.

EXHIBIT A

PAGE 202

68-102645

CREATION OF EASEMENTS AND DECLARATION OF MAINTENANCE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

1. DEERFIELD INVESTMENT CORPORATION, a Florida corporation, being the owner of the following described real property in Broward County, Florida, to-wit:

The W 1/2 of the E 1/2 of the SW 1/4 of Section 1, Township 48 South, Range 41 East, less that portion of the West 495 feet of the East 4340.74 feet (as measured along the north line) of the North 660 feet of the South one-half of said Section 1 lying within the above described parcel.

68 SEP 9 AM 10:03

for \$1.00 and other good and valuable consideration heretofore received, does hereby create, reserve and grant the easements described in paragraph 2 below for the benefit of the present and future owners of the above-described land, and does hereby impose maintenance obligations upon the above-described land as stated in paragraph 3 through 12 inclusive, as covenants running with the land described above, for the benefit of and as obligations on the present and all future owners of the land first above described.

2. A perpetual, non-exclusive easement for ingress and egress, for drainage, and for construction, installation, maintenance, and replacement of public utilities is hereby created, granted and reserved to and for the use and benefit of the present and future owners of the above-described lands, or any portion or portions thereof, over and across the lands described as follows, to-wit:

a. The East 25 feet of the W 1/2 of the W 1/2 of the E 1/2 of the SW 1/4 of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof.

b. The West 25 feet of the E 1/2 of the W 1/2 of the E 1/2 of the SW 1/4 of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof.

c. The South 25 feet of the SW 1/4 of the NW 1/4 of the NE 1/4 of the SW 1/4 of Section 1, Township 48 South, Range 41 East.

d. The North 25 feet of the NW 1/4 of the SW 1/4 of the NE 1/4 of the SW 1/4 of Section 1, Township 48 South, Range 41 East.

PREPARED BY G. O. PARRISH
114 E. FLAGLER ST.
MIAMI, FLA.

68-102646

CREATION OF EASEMENTS AND DECLARATION
OF MAINTENANCE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

1. DEERFIELD INVESTMENT CORPORATION, a Florida corporation, being the owner of the following described real property in Broward County, Florida, to-wit:

The E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof.

198 SEP 9 AM 10:13

for \$1.00 and other good and valuable consideration heretofore received, does hereby create, reserve and grant the easements described in paragraph 2 below for the benefit of the present and future owners of the above-described land, and does hereby impose maintenance obligations upon the above-described land as stated in paragraph 3 through 12 inclusive, as covenants running with the land described above, for the benefit of and as obligations on the present and all future owners of the land first above described.

2. A perpetual, non-exclusive easement for ingress and egress, for drainage, and for construction, installation, maintenance, and replacement of public utilities is hereby created, granted and reserved to and for the use and benefit of the present and future owners of the above-described lands, or any portion or portions thereof, over and across the lands described as follows, to-wit:

a. The East 25 feet of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof.

b. The West 25 feet of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof.

PREPARED BY G. D. PARRISH
119 E. FLAGLER ST.
MIAMI, FLA.

68-102647

CREATION OF EASEMENTS AND DECLARATION OF MAINTENANCE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

1. DEERFIELD INVESTMENT CORPORATION, a Florida corporation, being the owner of the following described real property in Broward County, Florida, to-wit:

The W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof.

68 SEP 9 AM 10:03

for \$1.00 and other good and valuable consideration heretofore received, does hereby create, reserve and grant the easements described in paragraph 2 below for the benefit of the present and future owners of the above-described land, and does hereby impose maintenance obligations upon the above-described land as stated in paragraph 3 through 12 inclusive, as covenants running with the land described above, for the benefit of and as obligations on the present and all future owners of the land first above described.

2. A perpetual, non-exclusive easement for ingress and egress, for drainage, and for construction, installation, maintenance, and replacement of public utilities is hereby created, granted and reserved to and for the use and benefit of the present and future owners of the above-described lands, or any portion or portions thereof, over and across the lands described as follows, to-wit:

a. The East 25 feet of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof.

b. The West 25 feet of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof.

PREPARED BY E. D. PARRISH
114 E. FLAGLER ST.
MIAMI, FLA.

EXHIBIT A

5/5

CREATION OF EASEMENTS AND DECLARATION
OF MAINTENANCE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

1. DEERFIELD INVESTMENT CORPORATION, a Florida corporation, being the owner of the following described real property in Broward County, Florida, to-wit:

The West one-half (W 1/2) of the West one-half (W 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the North 1,320 feet thereof and less the South 33 feet thereof;

and

The East one-half (E 1/2) of the West one-half (W 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the North 1,320 feet thereof and less the South 33 feet thereof,

for \$1.00 and other good and valuable consideration heretofore received, does hereby create, reserve and grant the easements described in paragraph 2 below for the benefit of the present and future owners of the above-described land, and does hereby impose maintenance obligations upon the above-described land as stated in paragraph 3 through 12 inclusive, as covenants running with the land described above, for the benefit of and as obligations on the present and all future owners of the land first above described.

This Instrument Was Prepared By
DAVID EARLISH
C. South Miami Avenue
1492 South Miami Avenue
Miami, Florida 33130

2. A perpetual, non-exclusive easement for ingress and egress, for drainage, and for construction, installation, maintenance, and replacement of public utilities is hereby created, granted and reserved to and for the use and benefit of the present and future owners of the above-described lands, or any portion or portions thereof, over and across the lands described as follows, to-wit:

The East 25 feet of the West one-half (W 1/2) of the West one-half (W 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the North 1,320 feet thereof and less the South 33 feet thereof;

and

The West 25 feet of the East one-half (E 1/2) of the West one-half (W 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the North 1,320 feet thereof and less the South 33 feet thereof.

14 EMO

CREATION OF EASEMENTS AND DECLARATION
OF MAINTENANCE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

1. DEERFIELD INVESTMENT CORPORATION, a Florida corporation, being the owner of the following described real property in Broward County, Florida, to-wit:

The West one-half (W 1/2) of the East one-half (E 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the North 1,320 feet and less the South 33 feet thereof;

and

The East one-half (E 1/2) of the East one-half (E 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the North 1,320 feet and less the South 33 feet thereof,

for \$1.00 and other good and valuable consideration heretofore received, does hereby create, reserve and grant the easements described in paragraph 2 below for the benefit of the present and future owners of the above-described land, and does hereby impose maintenance obligations upon the above-described land as stated in paragraph 3 through 12 inclusive, as covenants running with the land described above, for the benefit of and as obligations on the present and all future owners of the land first above described.

This Instrument Was Prepared By
G. DAVID PARSONS
1492 South Miami 33130
Miami, Florida

2. A perpetual, non-exclusive easement for ingress and egress, for drainage, and for construction, installation, maintenance, and replacement of public utilities is hereby created, granted and reserved to and for the use and benefit of the present and future owners of the above-described lands, or any portion or portions thereof, over and across the lands described as follows, to-wit:

a. The East 25 feet of the West one-half (W 1/2) of the East one-half (E 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the North 1,320 feet and less the South 33 feet thereof;

b. The West 25 feet of the East one-half (E 1/2) of the East one-half (E 1/2) of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the North 1,320 feet and less the South 33 feet thereof;

c. The South 25 feet of the East one-quarter (E 1/4) of the West one-half (W 1/2) of the North one-half (N 1/2) of the South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the West 25 feet thereof; and

d. The North 25 feet of the East one-quarter (E 1/4) of the West one-half (W 1/2) of the South one-half (S 1/2) of the South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the West 25 feet thereof.

15 EMO

CREATION OF EASEMENTS AND DECLARATION
OF MAINTENANCE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

1. DEERFIELD INVESTMENT CORPORATION, a Florida corporation, being the owner of the following described real property in Broward County, Florida, to-wit:

The West one-half (W 1/2) of the West one-half (W 1/2) of the East one-half (E 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 660 feet thereof;

and

The East one-half (E 1/2) of the West one-half (W 1/2) of the East one-half (E 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 660 feet thereof,

for \$1.00 and other good and valuable consideration heretofore received, does hereby create, reserve and grant the easements described in paragraph 2 below for the benefit of the present and future owners of the above-described land, and does hereby impose maintenance obligations upon the above-described land as stated in paragraph 3 through 12 inclusive, as covenants running with the land described above, for the benefit of and as obligations on the present and all future owners of the land first above described.

This Instrument Was Prepared By:
G. DAVID PARRISH
1492 South Miami Avenue
Miami, Florida 33130

2. A perpetual, non-exclusive easement for ingress and egress, for drainage, and for construction, installation, maintenance, and replacement of public utilities is hereby created, granted and reserved to and for the use and benefit of the present and future owners of the above-described lands, or any portion or portions thereof, over and across the lands described as follows, to-wit:

a. The East 25 feet of the West one-half (W 1/2) of the West one-half (W 1/2) of the East one-half (E 1/2) of the North three-quarters (N 3/4) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 25 feet thereof;

b. The West 25 feet of the East one-half (E 1/2) of the West one-half (W 1/2) of the East one-half (E 1/2) of the North three-quarters (N 3/4) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 25 feet thereof;

c. The South 25 feet of the East one-third (E 1/3) of the West three-quarters (W 3/4) of the North one-half (N 1/2) of the South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 25 feet thereof; and

d. The North 25 feet of the East one-third (E 1/3) of the West three-quarters (W 3/4) of the South one-half (S 1/2) of the South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 25 feet thereof.

CREATION OF EASEMENTS AND DECLARATION
OF MAINTENANCE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

1. DEERFIELD INVESTMENT CORPORATION, a Florida corporation, being the owner of the following described real property in Broward County, Florida, to-wit:

The West one-half (W 1/2) of the East one-half (E 1/2) of the East one-half (E 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof;

and

The East one-half (E 1/2) of the East one-half (E 1/2) of the East one-half (E 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof.

for \$1.00 and other good and valuable consideration heretofore received, does hereby create, reserve and grant the easements described in paragraph 2 below for the benefit of the present and future owners of the above-described land, and does hereby impose maintenance obligations upon the above-described land as stated in paragraph 3 through 12 inclusive, as covenants running with the land described above, for the benefit of and as obligations on the present and all future owners of the land first above described.

2. A perpetual, non-exclusive easement for ingress and egress, for drainage, and for construction, installation, maintenance, and replacement of public utilities is hereby created, granted and reserved to and for the use and benefit of the present and future owners of the above-described lands, or any portion or portions thereof, over and across the lands described as follows, to-wit:

- a. The East 25 feet of the West one-half (W 1/2) of the East one-half (E 1/2) of the East one-half (E 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof;
- b. The West 25 feet of the East one-half (E 1/2) of the East one-half (E 1/2) of the East one-half (E 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof;
- c. The South 25 feet of the East one-seventh (E 1/7) of the West seven-eighths (W 7/8) of the North one-half (N 1/2) of the South one-half (S 1/2) of the Northwest one-quarter of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the East 25 feet thereof; and
- d. The North 25 feet of the East one-seventh (E 1/7) of the West seven-eighths (W 7/8) of the South one-half (S 1/2) of the South one-half (S 1/2) of the Northwest one-quarter (NW 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the East 25 feet thereof.

17 EMO

This Instrument Was Prepared By:
G. DAVID PARRISH
1492 South Miami Avenue
Miami, Florida 33130

CREATION OF EASEMENTS AND DECLARATION
OF MAINTENANCE OBLIGATIONS

KNOW ALL MEN BY THESE PRESENTS:

1. DEERFIELD INVESTMENT CORPORATION, a Florida corporation, being the owner of the following described real property in Broward County, Florida, to-wit:

The West one-half (W 1/2) of the West one-half (W 1/2) of the West one-half (W 1/2) of the Northeast one-quarter (NE 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof;

and

The East one-half (E 1/2) of the West one-half (W 1/2) of the West one-half (W 1/2) of the Northeast one-quarter (NE 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof.

This Instrument Was Prepared By
G. DAVID BARNISH
1492 South Miami Avenue
Miami, Florida 33130

for \$1.00 and other good and valuable consideration heretofore received, does hereby create, reserve and grant the easements described in paragraph 2 below for the benefit of the present and future owners of the above-described land, and does hereby impose maintenance obligations upon the above-described land as stated in paragraph 3 through 12 inclusive, as covenants running with the land described above, for the benefit of and as obligations on the present and all future owners of the land first above described.

2. A perpetual, non-exclusive easement for ingress and egress, for drainage, and for construction, installation, maintenance, and replacement of public utilities is hereby created, granted and reserved to and for the use and benefit of the present and future owners of the above-described lands, or any portion or portions thereof, over and across the lands described as follows, to-wit:

The East 25 feet of the West one-half (W 1/2) of the West one-half (W 1/2) of the West one-half (W 1/2) of the Northeast one-quarter (NE 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof.

The West 25 feet of the East one-half (E 1/2) of the West one-half (W 1/2) of the West one-half (W 1/2) of the Northeast one-quarter (NE 1/4) of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof.

BK 65 13



76- 43702

QUIT CLAIM DEED

THIS INDENTURE MADE this 18th day of June, 1975, between DIERFIELD INVESTMENT CORPORATION, a corporation existing under the laws of the State of Florida, party of the first part, and CITY OF PARKLAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida, Route 1, Pompano Beach, Florida 33060, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN and NO/100ths (\$10.00) DOLLARS and other good and valuable consideration, in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has revised, released and quitclaimed, and by these presents does revise, release and quitclaim unto the said party of the second part all of the right, title, interest, claim and demand which the said party of the first part has in and to those certain assessments for ingress and egress and for the construction, installation, maintenance and replacement of public utilities created by instruments recorded in the public records of Broward County, Florida, to-wit:

<u>Official Records Book</u>	<u>Page Number</u>
3163	263
3163	267
3601	589
3601	591
3601	597
3601	601
3601	605
3601	609
3742	358
3742	362
3742	366
3742	370
3742	374
3940	476
3940	480
3940	484
3940	488
3940	492

over and across land lying and being in the County of Broward, State of Florida, described in GRD BFF "A" hereto.

010513

It is not the intention of the party of the first part to convey any of its right, title or interest in and to easements for drainage created by the instruments described above over and across the real property described in Exhibit "A" hereto and the party of the first part hereby specifically reserves unto itself, its successors and assigns all of its right, title and interest in and to said easements for drainage.

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

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Vice-President and its corporate seal to be affixed, attested by its Secretary the day and year above written.



DEERFIELD INVESTMENT CORPORATION

ATTEST: [Signature]
Secretary

BY: [Signature]
Vice-President

Signed, Sealed and Delivered
in Our Presence

[Signature]
[Signature]

RECEIVED
MAY 20 1954

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MAY 20 1954

BK 6513

STATE OF FLORIDA }
COUNTY OF DADE } SS:

I HEREBY CERTIFY, that on this 3rd day of JUNE, 1975, before me personally appeared FRANK A. VIANELLO and RAMON FERNANDEZ, respectively Vice-President and Secretary of DEERFIELD INVESTMENT CORPORATION, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to CITY OF PARKLAND, FLORIDA, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade, and State of Florida, the day and year last aforesaid.

Frank A. Vianello
NOTARY PUBLIC, State of Florida
at Large.

My Commission Expires:
1975 PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 2, 1978
PLEASE ADD OTHER SIGNATURES NEARBY

(NOTARIAL SEAL)

U K O O I S

EXHIBIT "A"

Lands lying and being in Broward County, Florida, to-wit:

The E 2 1/2 feet of the W 1/2 of the W 1/2 of the W 1/2 of the SW 1/4 of Section 2, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The W 25 feet of the E 1/2 of the W 1/2 of the W 1/2 of the SW 1/4 of Section 2, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The E 25 feet of the W 1/2 of the W 1/2 of the NW 1/4 of the NW 1/4 of Section 11, Township 48 South, Range 41 East; and

The W 25 feet of the E 1/2 of the W 1/2 of the NW 1/4 of the NW 1/4 of Section 11, Township 48 South, Range 41 East; and

The E 25 feet of the W 1/2 of the W 1/2 of the N 1/2 of the SW 1/4 of the NW 1/4 of Section 11, Township 48 South, Range 41 East; and

The W 25 feet of the E 1/2 of the W 1/2 of the N 1/2 of the SW 1/4 of the NW 1/4 of Section 11, Township 48 South, Range 41 East; and

The E 25 feet of the W 1/2 of the E 1/2 of the W 1/2 of the SW 1/4 of Section 2, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The W 25 feet of the E 1/2 of the E 1/2 of the W 1/2 of the SW 1/4 of Section 2, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The E 25 feet of the W 1/2 of the E 1/2 of the NW 1/4 of the NW 1/4 of Section 11, Township 48 South, Range 41 East; and

The W 25 feet of the E 1/2 of the E 1/2 of the NW 1/4 of the NW 1/4 of Section 11, Township 48 South, Range 41 East; and

The E 25 feet of the W 1/2 of the E 1/2 of the N 1/2 of the SW 1/4 of the NW 1/4 of Section 11, Township 48 South, Range 41 East; and

The W 25 feet of the E 1/2 of the E 1/2 of the N 1/2 of the SW 1/4 of the NW 1/4 of Section 11, Township 48 South, Range 41 East; and

The E 25 feet of W 1/2 of W 1/2 of E 1/2 of SW 1/4 and the W 25 feet of E 1/2 of W 1/2 of E 1/2 of SW 1/4 of Section 2, Township 48 South, Range 41 East, Broward County, Florida, less the north 33 feet thereof; and

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U K O O I S

The E 25 feet of the $\frac{1}{4}$ of the $E\frac{1}{2}$ of $E\frac{1}{2}$ of $SW\frac{1}{4}$ and the W 25 feet of $E\frac{1}{2}$ of $E\frac{1}{2}$ of $E\frac{1}{2}$ of $SW\frac{1}{4}$ of Section 2, Township 48 South, Range 41 East, Broward County, Florida, less the North 33 feet thereof; and

The E 25 feet of $\frac{1}{4}$ of $\frac{1}{4}$ of $\frac{1}{4}$ of $SE\frac{1}{4}$ and the W 25 feet of the $E\frac{1}{2}$ of $\frac{1}{4}$ of $\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 2, Township 48 South, Range 41 East, Broward County, Florida, less the North 33 feet thereof; and

The E 25 feet of $\frac{1}{4}$ of $E\frac{1}{2}$ of $\frac{1}{4}$ of $SE\frac{1}{4}$ and the W 25 feet of the $E\frac{1}{2}$ of $E\frac{1}{2}$ of $\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 2, Township 48 South, Range 41 East, Broward County, Florida, less the North 33 feet thereof; and

The E 25 feet of $\frac{1}{4}$ of $\frac{1}{4}$ of $E\frac{1}{2}$ of $SE\frac{1}{4}$ and the W 25 feet of $E\frac{1}{2}$ of $\frac{1}{4}$ of $E\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 2, Township 48 South, Range 41 East, Broward County, Florida, less the North 33 feet thereof; and

The E 25 feet of $\frac{1}{4}$ of $E\frac{1}{2}$ of $E\frac{1}{2}$ of $SE\frac{1}{4}$ and the W 25 feet of $E\frac{1}{2}$ of $E\frac{1}{2}$ of $E\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 2, Township 48 South, Range 41 East, Broward County, Florida, less the North 33 feet thereof; and

The East 25 feet of the $\frac{1}{4}$ of the $\frac{1}{4}$ of the $\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The W 25 feet of the $E\frac{1}{2}$ of the $\frac{1}{4}$ of the $\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The S 25 feet of the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East; and

The N 25 feet of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East; and

The E 25 feet of the $\frac{1}{4}$ of the $E\frac{1}{2}$ of the $\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 861.78 feet thereof; and

The W 25 feet of the $E\frac{1}{2}$ of the $E\frac{1}{2}$ of the $\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 861.78 feet thereof; and

The S 25 feet of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East; and

The N 25 feet of the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East; and

The E 25 feet of the $\frac{1}{4}$ of the $\frac{1}{4}$ of the $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The W 25 feet of the $E\frac{1}{2}$ of the $\frac{1}{4}$ of the $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The S 25 feet of the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East; and

The N 25 feet of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East; and

BOOK 6513

The E 25 feet of the $\frac{1}{4}$ of the $\frac{1}{2}$ of the $\frac{1}{2}$ of the $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The W 25 feet of the $\frac{1}{4}$ of the $\frac{1}{2}$ of the $\frac{1}{2}$ of the $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The E 25 feet of the $\frac{1}{4}$ of the $\frac{1}{2}$ of the $\frac{1}{2}$ of the $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The W 25 feet of the $\frac{1}{4}$ of the $\frac{1}{2}$ of the $\frac{1}{2}$ of the $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The E 25 feet of the $\frac{1}{4}$ of the $\frac{1}{2}$ of the $\frac{1}{2}$ of the $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the N 1,320 feet thereof and less the S 33 feet thereof; and

The W 25 feet of the $\frac{1}{4}$ of the $\frac{1}{2}$ of the $\frac{1}{2}$ of the $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the N 1,320 feet thereof and less the South 33 feet thereof; and

The E 25 feet of the $\frac{1}{4}$ of the $\frac{1}{2}$ of the $\frac{1}{2}$ of the $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida less the N 1,320 feet and less the S 33 feet thereof; and

The W 25 feet of the $\frac{1}{4}$ of the $\frac{1}{2}$ of the $\frac{1}{2}$ of the $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the North 1,320 feet and less the South 33 feet thereof; and

The S 25 feet of the $\frac{1}{4}$ of the $\frac{1}{2}$ of the $\frac{1}{2}$ of the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the West 25 feet thereof; and

The N 25 feet of the $\frac{1}{4}$ of the $\frac{1}{2}$ of the $\frac{1}{2}$ of the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section 1, Township 41 South, Range 41 East, Broward County, Florida, less the West 25 feet thereof; and

The E 25 feet of the $\frac{1}{4}$ of the $\frac{1}{2}$ of the $\frac{1}{2}$ of the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 25 feet thereof; and

The W 25 feet of the $\frac{1}{4}$ of the $\frac{1}{2}$ of the $\frac{1}{2}$ of the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 25 feet thereof; and

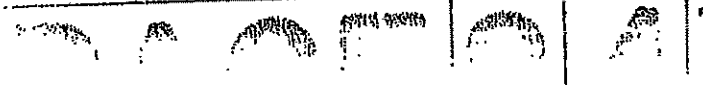
The S 25 feet of the East $\frac{1}{3}$ of the W $\frac{3}{4}$ of the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 25 feet thereof; and

The N 25 feet of the E $\frac{1}{3}$ of the W $\frac{3}{4}$ of the $\frac{1}{4}$ of the $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 25 feet thereof; and

EXHIBIT "A"
Page 3 of 4 pages

EXHIBIT "A"

EXHIBIT "A"



BK 6513

The E 25 feet of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof; and

The W 25 feet of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof; and

The S 25 feet of the E 1/7 of the W 7/8 of the W $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the East 25 feet thereof; and

The N 25 feet of the E 1/7 of the West 7/8 of the S $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the East 25 feet thereof; and

The E 25 feet of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof; and

The W 25 feet of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof.

STATE OF FLORIDA
BROWARD COUNTY

EXHIBIT "A"
Page 4 of 4 pages

6513-848

RESOLUTION NO. 76- 10

A RESOLUTION ACCEPTING DEDICATION OF THE STREETS
IN PINE TREE ESTATES.

WHEREAS, the Deerfield Investment Company has heretofore offered to dedicate the streets in Pine Tree Estates to the City of Parkland, and

WHEREAS, it is in the best interests of the City of Parkland to assume control of said streets,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, AS FOLLOWS:

That the streets, as described in said Deed, be accepted and that the same be public streets from and after the date of said Deed.

RESOLVED this 20th day of OCT, 1976.

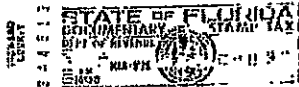
CITY OF PARKLAND, FLORIDA

By 
Harold J. Bockhold
Mayor

ATTEST:


City Clerk

BK 6513



76- 43702

QUIT CLAIM DEED

THIS INDENTURE MADE this 18th day of June, 1975, between DIERFIELD INVESTMENT CORPORATION, a corporation existing under the laws of the State of Florida, party of the first part, and CITY OF PARKLAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida, Route 1, Palmetto Beach, Florida 33060, party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN and NO/100ths (\$10.00) DOLLARS and other good and valuable consideration, in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has remise, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all of the right, title, interest, claim and demand which the said party of the first part has in and to those certain easements for ingress and egress and for the construction, installation, maintenance and replacement of public utilities created by instruments recorded in the public records of Broward County, Florida, to-wit:

<u>Official Records Book</u>	<u>Page Number</u>
3163	263
3163	267
3601	589
3601	591
3601	597
3601	601
3601	605
3601	609
3762	358
3762	362
3762	366
3762	370
3762	374
3940	476
3940	480
3940	484
3940	488
3940	492

over and across land lying and being in the County of Broward, State of Florida, described in ESB RPT "A" hereto.

010513

It is not the intention of the party of the first part to convey any of its right, title or interest in and to easements for drainage created by the instruments described above over and across the real property described in Exhibit "A" hereto and the party of the first part hereby specifically reserves unto itself, its successors and assigns all of its right, title and interest in and to said easements for drainage.

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

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its Vice-President and its corporate seal to be affixed, attested by its Secretary the day and year above written.



(CORPORATE SEAL)

DEERFIELD INVESTMENT CORPORATION

ATTEST: [Signature]
Secretary

BY: [Signature]
Vice-President

Signed, Sealed and Delivered
in Our Presence!

[Signature]
[Signature]

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BK 6513

STATE OF FLORIDA)
COUNTY OF DADE) SS:

I HEREBY CERTIFY, that on this 3rd day of JUNE, 1975, before me personally appeared FRANK A. VIANELLO and RAMON FERNANDEZ, respectively Vice-President and Secretary of DEERFIELD INVESTMENT CORPORATION, a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to CITY OF PARKLAND, FLORIDA, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County of Dade, and State of Florida, the day and year last aforesaid.

[Signature]
NOTARY PUBLIC, State of Florida,
at Large.

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JAN. 2, 1976
I HAVE BEEN SWORN IN ACCORDANCE WITH THE CONSTITUTION

(NOTARIAL SEAL)

JK 0513

EXHIBIT "A"

Lands lying and being in Broward County, Florida, to-wit:

The E 25 feet of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 2, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The W 25 feet of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 2, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The E 25 feet of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 48 South, Range 41 East; and

The W 25 feet of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 48 South, Range 41 East; and

The E 25 feet of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 48 South, Range 41 East; and

The W 25 feet of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 48 South, Range 41 East; and

The E 25 feet of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 2, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The W 25 feet of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 2, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The E 25 feet of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 48 South, Range 41 East; and

The W 25 feet of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 48 South, Range 41 East; and

The E 25 feet of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 48 South, Range 41 East; and

The W 25 feet of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 48 South, Range 41 East; and

The E 25 feet of W $\frac{1}{2}$ of W $\frac{1}{2}$ of E $\frac{1}{2}$ of SW $\frac{1}{4}$ and the W 25 feet of E $\frac{1}{2}$ of W $\frac{1}{2}$ of E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 2, Township 48 South, Range 41 East, Broward County, Florida, less the north 33 feet thereof; and

76-1013-254

76-1013-254

BOOK 6513

The E 25 feet of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The W 25 feet of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The E 25 feet of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The W 25 feet of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, less the North 33 feet thereof; and

The E 25 feet of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the N 1,320 feet thereof and less the S 33 feet thereof; and

The W 25 feet of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the N 1,320 feet thereof and less the South 33 feet thereof; and

The E 25 feet of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida less the N 1,320 feet and less the S 33 feet thereof; and

The W 25 feet of the E $\frac{1}{2}$ of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the North 1,320 feet and less the South 33 feet thereof; and

The S 25 feet of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the West 25 feet thereof; and

The N 25 feet of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the West 25 feet thereof; and

The E 25 feet of the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the N $\frac{3}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 25 feet thereof; and

The W 25 feet of the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of the E $\frac{1}{2}$ of the N $\frac{3}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 25 feet thereof; and

The S 25 feet of the East $\frac{1}{3}$ of the W $\frac{3}{4}$ of the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 25 feet thereof; and

The N 25 feet of the E $\frac{1}{3}$ of the W $\frac{3}{4}$ of the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 25 feet thereof; and

76-10-949

76-10-949

3 K 6 5 1 3

The E 25 feet of the W 1/2 of the E 1/2 of the E 1/2 of the NW 1/4 of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof; and

The W 25 feet of the E 1/2 of the E 1/2 of the E 1/2 of the NW 1/4 of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof; and

The S 25 feet of the E 1/7 of the W 7/8 of the W 1/2 of the S 1/2 of the NW 1/4 of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the East 25 feet thereof; and

The N 25 feet of the E 1/7 of the West 7/8 of the S 1/2 of the S 1/2 of the NW 1/4 of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the East 25 feet thereof; and

The E 25 feet of the W 1/2 of the W 1/2 of the W 1/2 of the NE 1/4 of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof; and

The W 25 feet of the E 1/2 of the W 1/2 of the W 1/2 of the NE 1/4 of Section 1, Township 48 South, Range 41 East, Broward County, Florida, less the South 33 feet thereof.

STATE OF FLORIDA
DOCUMENTS
2025

7-0510-813

3 K 6 5 1 3

ASSIGNMENT OF EASEMENTS

80-243918

DEERFIELD INVESTMENT CORPORATION, a Florida corporation, hereby assigns and quitclaims to the CITY OF PARKLAND, a Florida municipal corporation located at 6500 Parkside Drive, Parkland, Florida 33067, all rights, powers, and interest, for ingress, egress, drainage, and for construction, installation, maintenance and replacement of public utilities over, under and across all of the 25-foot wide easements situated in that Subdivision of the City of Parkland known as PINE TREE ESTATES and legally described in those certain documents recorded in the Public Records of Broward County, Florida, as follows:

Broward County Public Records:

Book	Page
3163	263
3163	267
3601	589
3601	593
3601	687
3601	601
3601	605
3601	609
3601	358
3742	362
3742	366
3742	370
3742	374
3742	376
3940	480
3940	484
3940	488
3940	492

APR 21 PM 2:07

Executed at Coral Gables, Florida, this 13 day of August, 1980.

DEERFIELD INVESTMENT CORPORATION

By: [Signature]
(Corporate Seal)

STATE OF FLORIDA }
COUNTY OF DADE } ss.:

The foregoing instrument was acknowledged before me this 13 day of August, 1980, by Frank M. I... as Vice-President of DEERFIELD INVESTMENT CORPORATION, a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public, State of Florida

My commission expires: 1984 AT DADE
and shall be AS IS
renewed until 1984
BY THE PUBLIC STATE OF FLORIDA AS PROVIDED BY COMMISSIONER RULES MAY 15, 1980
SHALL BE THE GENERAL AND UNWAIVERED

This instrument prepared by
GAYLORD A. WOOD, JR.
ATTORNEY AT LAW
200 SOUTH MIAMI AVENUE
SUITE 1000, MIAMI, FLORIDA

REC 9076 MAR 23 1981

ASSIGNMENT OF EASEMENTS

80-243918

DEERFIELD INVESTMENT CORPORATION, a Florida corporation, hereby assigns and quitclaims to the CITY OF PARKLAND, a Florida municipal corporation located at 6500 Parkside Drive, Parkland, Florida 33067, all rights, powers, and interests for ingress, egress, drainage, and for construction, installation, maintenance and replacement of public utilities over, under and across all of the 25-foot wide easements situated in that Subdivision of the City of Parkland known as PINE TREE ESTATES and legally described in those certain documents recorded in the Public Records of Broward County, Florida, as follows:

Broward County Public Records:

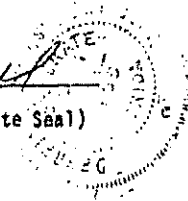
Book	Page
3163	263
3163	267
3601	589
3601	593
3601	597
3601	601
3601	605
3601	609
3742	358
3742	362
3742	366
3742	370
3742	374
3940	476
3940	480
3940	484
3940	488
3940	492

30 AUG 21 PM 2:07

Executed at Coral Gables, Florida, this 17 day of ~~April~~ ^{August}, 1980.

DEERFIELD INVESTMENT CORPORATION

By: [Signature]
Vice President
(Corporate Seal)



STATE OF FLORIDA }
COUNTY OF DADE } ss.:

The foregoing instrument was acknowledged before me this 17 day of ~~April~~ ^{August}, 1980, by Frank A. Kowalek, as Vice President of DEERFIELD INVESTMENT CORPORATION, a Florida corporation, on behalf of the corporation.

RECORDED IN THE OFFICIAL PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

[Signature]
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 15 1982
BONDED THROUGH GENERAL INSURANCE UNDERWRITERS

REF 9078 PAGE 891

This instrument prepared by

→ GAYLORD A. WOOD, JR.
ATTORNEY AT LAW
405 COURT HOUSE SQUARE BUILDING
700 SOUTHEAST SIXTH STREET
FORT LAUDERDALE, FLORIDA 33401

[Signature]

91077112

CODE ENFORCEMENT BOARD
CITY OF PARKLAND, FLORIDA

CITY OF PARKLAND, FLORIDA]
PETITIONER,]
VS. JAVIER DEL DAGO]
RESPONDENT]

CASE NO. 89-133

ORDER OF IMPOSITION OF FINE
AND CLAIM OF LIEN

The City of Parkland Code Enforcement Board, having heard testimony at a Hearing to Impose Fines, held on the 30 day of JANUARY, 1991, and based upon evidence, the City of Parkland Code Enforcement Board, pursuant to a 6-0 vote, enters the following Findings of Fact:

1. That the City of Parkland Code Enforcement Board did issue on the 17 day of December, 1990, a Final Order in the above captioned case commanding the Respondent to bring the violation(s) specified in said Final Order into compliance on or before the 19 day of December, 1990, or be subject to a fine in the amount of \$ 250 per day for each day of non-compliance thereafter. A copy of said Final Order is attached hereto as Exhibit "A".
2. That said violation(s) occurred on the following described real property situate, lying and being in Broward County, Florida, to-wit:

(LEGAL DESCRIPTION) 2-48-41 S 1/3 OF SW 1/4 OF NW 1/4 OF SW 1/4 AKA LOT 32C PINETREE ESTATES
PARKLAND, FLORIDA

A/K/A 6195 NW 79TH WAY, PARKLAND, FLORIDA 33067
(street address)
3. That the Respondent did not comply with the Final Order on or before the date specified therein as indicated in the Affidavit of Non-Compliance attached hereto as Exhibit "B".

IT IS THEREFORE THE ORDER OF THIS BOARD, THAT:

1. The fine specified in said Final Order, in the amount of \$2250 is hereby confirmed and imposed and shall accrue per diem having commenced on the 30 day of JANUARY, 1991, until such time as the Respondent shall comply with said Final Order.
2. The fine shall constitute a lien against the above-described real property pursuant to Chapter 80-300, General Laws of Florida, 1980, codified at Chapter 162, Florida Statutes, (or its successor), and the City of Parkland Ordinance No. 85, and the Secretary of the Board is directed to record a true copy of this Order in the Public Records of Broward County, Florida.

Respondent(s) may appeal a final administrative order of the City of Parkland Code Enforcement Board to the Circuit Court. An appeal shall be filed within thirty (30) days of the execution of the Order to be appealed.

91 FEB 28 AM 8:15
BK 18176860943

CITY OF PARKLAND
3300 Parkside Drive
PARKLAND, FLORIDA 33067

FEE ITEM
RETURN TO
FRONT RECORDING

2/28

DONE AND ORDERED THIS 22nd DAY OF February, 1991.

ATTEST:

CITY OF PARKLAND
CODE ENFORCEMENT BOARD

Kay Simpson
Secretary, Code Enforcement Board

Jack Seligman
Chairman, Code Enforcement Board

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I hereby certify that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Kay Simpson and Jack Seligman, Secretary and Chairman respectively of the City of Parkland Code Enforcement Board, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same. Witness my hand and official seal in the County and State as aforesaid this 22nd day of February, 1991.

Kay M. G...
NOTARY PUBLIC, State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXPIRES: 12-31-91
BROWARD COUNTY, FLORIDA

Copies furnished to:

Respondent(s)
City Clerk
Secretary, Code Enforcement Board

BM 1817650944

CODE ENFORCEMENT BOARD
CITY OF PARKLAND, FLORIDA

CITY OF PARKLAND, FLORIDA,
a Municipal Corporation,

Petitioner.

vs.

CASE NO. 89-133

Respondent.

Javier Del Razo /

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared Brian D. Archer, who after being duly sworn under oath deposes and says on her/his own personal knowledge:

1. That I am an Inspector for the Code Enforcement Department of the City of Parkland.
2. This cause concerns property legally described as: 2-48-41 81/3 of SW1/4 of SE1/4 of NW 1/4 of SW1/4 AKA LOT 32C PINETREE ESTATES
3. That on the 13th day of December, 1990, the City of Parkland Code Enforcement Board reviewed case number 89-133.
4. That the Code Enforcement Board, after hearing testimony and reviewing the evidence found the above-described property to be in violation of Section 17-14 of the City of Parkland Code of Ordinances.
5. That the Code Enforcement Board ordered Respondent to Comply with Sec. 17-14 by 5:00 PM December 18, 1990 or a fine of \$250.00 a day will be imposed.
6. That Respondent was served certified mail with notice of the Order on the 17th day of December, 1990.
7. That an inspection was performed on the 13th day of December, 1990 at 2:00 P.M. and said inspection revealed that corrective action had not been taken.
8. That another inspection was performed on the 19th day of December, 1990, at 5:00P.M. and said inspection revealed that corrective action had not been taken.

BK1817670945

CODE ENFORCEMENT BOARD
CITY OF PARKLAND, FLORIDA

CITY OF PARKLAND, FLORIDA)
PETITIONER.) CASE NO. 89-133
VS.)
JAVIER DEL DAGO)
RESPONDENT.)

FINAL ORDER

IN RE: JAVIER DEL DAGO
STREET ADDRESS: 6135 NW 29TH WAY
PARKLAND, FLORIDA 33067

LEGAL DESCRIPTION: 2-48-41

S1/3 OF SW 1/4 OF SE 1/4 OF NW 1/4 OF SW 1/4

AKA LOT 32C PINE TREE ESTATES

THE CITY OF PARKLAND CODE ENFORCEMENT BOARD, HAVING HEARD TESTIMONY UNDER OATH AND ARGUMENT AT A PUBLIC HEARING, IN REFERENCE TO THE ABOVE DESCRIBED PROPERTY, HELD THE 13 DAY OF DECEMBER, 1990, AFTER DUE NOTICE TO THE RESPONDENT, AND BASED UPON THE EVIDENCE, THE CITY OF PARKLAND CODE ENFORCEMENT BOARD, PURSUANT TO A 6-0 VOTE, THEREUPON ISSUES THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER.

FINDINGS OF FACT

ON NOVEMBER 29, 1989 FIRST NOTICE OF VIOLATION WAS SENT TO RESPONDENT STATING VIOLATION OF SEC. 9-34B BY VEGETATIVE ENCROACHMENT ONTO PUBLIC RIGHTS-OF-WAY, MARCH 04, 1990 REINSPECTION WAS MADE, NO COMPLIANCE, NOTICE OF VIOLATION SENT MARCH 05, 1990, ON APRIL 02, 1990 NOTICE OF HEARING SENT, ON OCTOBER 31, 1990 INSPECTION WAS DONE, NO COMPLIANCE, ON NOVEMBER 01, 1990 SECOND NOTICE WAS SENT, ON NOVEMBER 19, 1990 REINSPECTION DONE, NO COMPLIANCE, ON NOVEMBER 20, 1990 NOTICE OF HEARING SENT, AS OF DECEMBER 13, 1990 THE VIOLATION STILL EXIST.

CONCLUSIONS OF LAW

THE RESPONDENT IS IN VIOLATION OF SEC. 17-14 OF THE CITY OF PARKLAND CODE OF ORDINANCE BY VEGETATIVE ENCROACHMENT ON PUBLIC RIGHTS-OF-WAY.

RECEIVED: 12/13/90
CITY OF PARKLAND
CITY CLERK'S OFFICE

18176PC0946

MEMO: Lacking of written
proof of existing violation in
this document under discussion

ORDER

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW,
IT IS THE ORDER OF THE CITY OF PARKLAND CODE ENFORCEMENT BOARD
THAT RESPONDENT SHALL COMPLY WITH THE CITY OF PARKLAND CODE OF
ORDINANCES, SECTION(S) 17-14
AND/OR SECTION(S) _____ OF THE SOUTH
FLORIDA BUILDING CODE ON OR BEFORE 5:00 PM, DECEMBER 19, 1990.

IF RESPONDENT DOES NOT COMPLY BY THE TIME SPECIFIED, OR IF THE
VIOLATION IS REPEATED BY THE RESPONDENT, THE CITY OF PARKLAND
CODE ENFORCEMENT BOARD SHALL CONSIDER IMPOSITION OF FINE OF UP TO
\$250.00 PER DAY FOR EACH DAY THE VIOLATION CONTINUES TO EXIST
BEYOND THE DATE SET FOR COMPLIANCE IN THIS FINAL ORDER, OR FOR
EACH DAY THE VIOLATION IS REPEATED BY THE RESPONDENT.
UPON COMPLYING WITH THIS FINAL ORDER, THE RESPONDENT SHALL NOTIFY
BRIAN ARCHER, THE CODE ENFORCEMENT INSPECTOR, WHO SHALL HAVE THE
PROPERTY INSPECTED AND NOTIFY THE CITY OF PARKLAND CODE
ENFORCEMENT BOARD IF COMPLIANCE HAS OCCURRED.
RESPONDENT MAY APPEAL A FINAL ADMINISTRATIVE ORDER OF THE CITY OF
PARKLAND CODE ENFORCEMENT BOARD TO THE CIRCUIT COURT. AN APPEAL
SHALL BE FILED WITHIN THIRTY (30) DAYS OF THE EXECUTION OF THE
ORDER TO BE APPEALED.

BM 18175PC0947

DONE AND ORDERED THIS 17th DAY OF December, 1990

ATTEST:
[Signature]
CLERK, CODE ENFORCEMENT BOARD
CITY OF PARKLAND
CODE ENFORCEMENT BOARD
[Signature]
(CHAIRMAN) CODE ENFORCEMENT
BOARD

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR



CITY OF PARKLAND

6600 University Drive
Parkland, Florida 33067
Office: (954) 753-5040 • Fax: (954) 341-5161
www.cityofparkland.org

March 10, 2020

Dear Pine Tree Estate Resident:

The City of Parkland (City) is conducting outreach to the residents of the Pine Tree Estates development to ensure everyone has accurate information regarding the roads within Pine Tree Estates.

Many residents of this community have contacted the City inquiring what the City will be doing regarding repair and maintenance of Pine Tree Estates neighborhood roads. Since some inaccurate information has been disseminated, we want to ensure you have factual information.

Ownership of the roads has been the subject of much discussion. There is title documentation that indicates the original developer, Deerfield Investment Corporation, was the grantor of all Pine Tree Estates Warranty Deeds. The Plats, Sample Survey, and the Broward County Property Appraiser website all show the boundary of each lot runs to the approximate center of the paved road that runs between the lots. It appears the Pine Tree Estates Roads are part of the abutting private property, meaning the landowner on each side owns to the middle of the road, but that each lot is subject to an easement for ingress, egress, and utilities. Documentation exists that the Developer executed and recorded documents to assign and quitclaim the roadway easements to the City in 1976 and again in 1980.

The City understands the difficulty that homeowners would undergo to repair and improve their roads, especially without there being a Home Owners Association that can facilitate the process. The City has been providing basic maintenance and repairs to these roads to ensure safety, but also to resolve all questions that have been raised regarding the City's authority over the roads and the right to undertake major reconstruction and provide continued long-term maintenance of the roads. Florida Statute Section 95.361 (2) Roads presumed to be dedicated, provides a legal option for the roads to be dedicated to the public:

The statutes reads: In those instances where a road has been constructed by a nongovernmental entity and when such road has been regularly maintained or repaired for the immediate past 7 years by a municipality, such road shall be deemed to be dedicated to the public to the extent of the width that actually has been maintained or repaired for the prescribed period, whether or not the road has been formally established as a public highway. The dedication shall vest all right, title, easement, and appurtenances in and to the road in the municipality.

State law provides that, if the City provides regular maintenance and repairs for a period of seven years, the roads are presumed to be dedicated to the City—thereby vesting ownership in the City (Section 95.361, Florida Statutes). Although the City has been performing maintenance for an extended period of time, seven years of documented City maintenance will be attained in the summer of 2020.

Reconstruction of the roads would require removal of asphalt and the base material immediately below it, followed by proper replacement of base material and application of new asphalt. If the roads are going to be reconstructed in this manner, it may be logical and feasible to add the needed infrastructure to provide water and/or sewage utility services at the same time. If the City has ownership of the roads and makes these improvements, it would have the right to charge property owners in Pine Tree Estates for the improvements through an annual special assessment in the same way a homeowner's association would. In any special assessment, the cost, including but not limited to roadway reconstruction and design, attorney's fees, administrative fees, collection costs, interest on loans other relevant expenses will be charged back to the property owners as a special assessment on your tax bill. This assessment would appear on your annual tax bill for a number of years that is unknown at this time because the cost of the improvements are unknown at this time. For illustrative purposes only, an estimated cost of the reconstruction roadway work per lot would be \$600-\$700 per year based on a fifteen (15) year annual assessment. This estimate increases with installation of water or water and sewer infrastructure. The numbers provided are estimates and can increase or decrease depending on when the appropriate approvals are obtained, if grants are available, as well as other factors and are subject to change.

Attached to this letter you will find a Resident Questionnaire. This brief questionnaire lays out the available options for residents regarding street repairs and improvements, installation of water utility lines, and installation of sewer facilities. Your feedback will serve to inform the City of your preferred course of action. This is a survey and is not a commitment. The purpose of this survey is to allow the City to determine if there is support by affected residents for a reconstruction of the roadway, installation of water, and/or installation of sewer lines.

Please complete the Resident Questionnaire and return by March 27, 2020 in the prepaid addressed envelope.

Thank you for your participation.

Sincerely,

Nancy Morando
City Manager

**Pine Tree Estates
Street Repair and Utility Options
Resident Questionnaire**

PLEASE RETURN by FRIDAY, MARCH 27, 2020

As the City of Parkland continues working and communicating with residents of Pine Tree Estates regarding roadways in your community, we want to know what you think. This brief questionnaire lays out the available options for residents regarding street repairs and improvements, installation of water utility lines, and installation of sewer facilities. Your feedback will serve to inform the City of your preferred course of action.

Please complete the requested information, check the box that aligns with your preference, and return by 3/27/2020 to the City in the enclosed envelope.

First name: _____ Last name: _____

Phone number: (_____) _____

Parcel Identification Number (see your tax statement): _____

Address: _____

E-mail address: _____

Years of residence at your current address: _____

Select your preference:

_____ Roads remain the responsibility of residents and City takes no action.

_____ Full roadway reconstruction at an **estimated** annual cost of \$600-\$700 per lot for 15 years paid via assessment on your tax bill.

_____ Full roadway reconstruction and install water utility lines at an **estimated** annual cost of \$1,500-\$1,800 per lot for 15 years paid via assessment on your tax bill (excludes connection fee to home).

_____ Full roadway reconstruction and install water and sewage utility lines at an **estimated** annual cost of \$2,600-\$3,200 per lot for 15 years paid via assessment on your tax bill (excludes connection fee to home).

Note that any final decision to improve or reconstruct the road and any decision as to the method by which this is accomplished will require specific City Commission action and this questionnaire does not bind the Commission or the resident in that regard. These costs are merely estimates and may increase or decrease.

Parkland's goal is to work together with our residents in order to achieve a desired outcome.

EXHIBIT F

Margery Golant

From: Amanda Velardi <amanda.velardi@gmail.com>
Sent: Tuesday, April 7, 2020 7:52 PM
To: Margery Golant
Subject: Fwd: Pine Tree Roads

This is the email that says " As to question 6, the seven year period will have been reached no later than May, 2020"

----- Forwarded message -----

From: **Lisa Melone** <lmelone@cityofparkland.org>
Date: Wed, Mar 11, 2020 at 11:35 AM
Subject: RE: Pine Tree Roads
To: amanda.velardi@gmail.com <amanda.velardi@gmail.com>
Cc: Andrew Maurodis <AMaurodis@wsh-law.com>, Nancy Morando <nmorando@cityofparkland.org>, Sowande Johnson <sjohnson@cityofparkland.org>, Christine Hunschofsky <chunschofsky@cityofparkland.org>

Good morning, Mr. and Ms. Velardi:

Thank you for sharing you concerns and questions related to Pine Tree roads.

Questions, 1, 2, 4, and 5 are matters seeking legal advice and it would be inappropriate for the City to respond.

As to question 3, we believe you are mistaken in your premise. The City Engineering department merely advised that it might be prudent to consider delaying action until the FPL hardening project in the area is complete. That project would potentially damage any road improvements.

As to question 6, the seven year period will have been reached no later than May, 2020.

In answer to question 7, the letter is being sent via US mail and you should receive it no later than the beginning of next week.

The City cannot provide an analysis of private surveys as requested in question 8.

Question 9 contains hypothetical situations and calls for speculation that we cannot provide. As to any nonconformity created by Section 96.361, the staff will be recommending that exercise of the rights provided for therein be accompanied with a variance for all Pine Tree lots on the issue of the 1 acre size. While this is probably not necessary, we would make such a recommendation to provide a document for each owner's files to avoid any concern on the issue of compliance with the land development code. This would be warranted given the fact that the reconstruction of the road would not change the size of the lot footprint in any material way. With respect to the other matters raised in question 9, these would be more appropriately directed to the Property Appraiser's office.

Regards,

Lisa Melone

Executive Assistant

Office of the City Manager, Mayor & City Commission

City of Parkland

6600 University Drive

Parkland, FL 33067

Main: 954-753-5040

Direct: 954-757-4127

Fax: 954-341-5161



The City of Parkland is governed by the Public Records Act as set forth in Chapter 119, Florida Statutes. E-mails are subject to the Public Records Act and are public records subject to disclosure. All e-mails sent and received are retained as public records. If you do not want your e-mail address released in a response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Amanda Velardi <amanda.velardi@gmail.com>

Sent: Thursday, March 5, 2020 2:52 PM

To: Nancy Morando <nmorando@cityofparkland.org>; Christine Hunschofsky <chunschofsky@cityofparkland.org>;

Andrew Maurodis <AMaurodis@wsh-law.com>

Cc: Andrew Velardi <andrew@ancoprecision.com>

Subject: Pine Tree Roads

Thank you for your time this morning Mrs. Hunschofsky. Per your recommendation, I am copying you on an email to the city manager and city attorney outlining my concerns and questions regarding the streets in Pine Tree Estates. Since our initial meeting on January 9th, I have exchanged multiple emails and phone calls with both the city manager and city attorney; however, I have been unsuccessful in obtaining answers to my questions. As a tax paying homeowner, I am concerned about the city's plans impacting my property and I think it's reasonable to have my concerns heard and questions answered. It is ironic that one of the city's goals is to "foster a more fully informed community that strengthens community character", as stated in the city's 2019-2020 Strategic Plan; however, we have now had two meetings with the mayor and exchanged a dozen emails and phone calls with the city official aforementioned and still no answers!

Simply put my questions are as follows:

- 1) What maintenance/repair efforts are required of residents to disrupt the city's plan to take ownership of the streets in PTE in regard to FL Statue 95.361 (2)?
- 2) What is the deadline to have this done to prevent the city taking ownership?
- 3) How is it possible for residents to repair/maintain their road in the timeframe outline in the question above, when doing such repairs would requiring permitting and the city's engineering department said it will not issue permits for road maintenance until the FPL project is complete because there is already an open permit?
- 4) Can a single street operate independently of the other streets in PTE to keep ownership of their street?
- 5) Do all the homeowners of a single street need to agree? Majority of the homeowners? A percentage of homeowners?
- 6) In regard to FL Statue 95.361(2), what is the approximate completion date of the city's maintenance efforts?
- 7) In regard to the letter mentioned on January 9th by the city mayor and again by the city manager on January 23, when can PTE residents expect to receive it and how will it be dispersed to residents?
- 8) The 1976 quitclaim deed between Deerfield Investment Corporation and the City of Parkland was brought to my attention by the city attorney. Mr. Maurodis was kind enough to provide me with pertinent documentation and since our communications I was able to obtain some additional grant documents. Upon mentioning it to the mayor this morning, Mrs. Hunschofsky was unaware of such documents. We have consulted with the Broward County tax office and they have no record of this exchange. Can the city confirm that PTE residents' land surveys are correct and we indeed own the streets?
- 9) Alternatively if the city actually owned the streets in PTE, is it legal for the city to be collecting tax dollars from 800+ residents for land that isn't actually there's? Additionally, if the streets are not owned by homeowners, would that cause many (if not all or most) properties would be under an acre? Does the city realize the effect that would have on homeowners' property value? Or effect it would have on homeowners receiving the agricultural or livestock tax exemption on an acre of property?

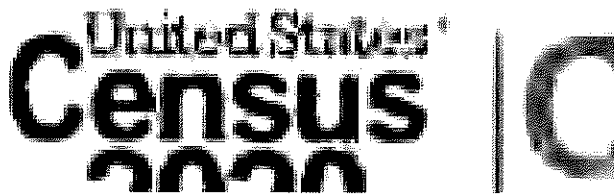
As I discussed with the mayor, we have received quotes from two asphalt companies for the maintenance/repair of our side street. One of the companies contacted the city's engineering department regarding permitting. As per the engineering department, permits for road repair in PTE will not be granted until FPL completed their project since

there are already permits pertaining to the roads open. Even if homeowners are able to agree and pay for the maintenance/repair of their road, how is this even a possibility when the city will not issue a permit in the timeframe required?

Thank you again for you time. We look forward to receiving your response.

Regards,

Amanda and Andrew Velardi





CITY COMMISSION WORKSHOP - MINUTES
Wednesday, August 1, 2018 at 1:00 PM

1. CALL TO ORDER

The Wednesday, Aug. 1, 2018, City Commission Budget Workshop, being held in the Parkland Library at 6620 University Drive, Parkland, began at 1:04 p.m.

2. ROLL CALL

Commission members present were:

Christine Hunschofsky	Mayor
Stacy Kagan	Vice Mayor
Bob Mayersohn	Commissioner
Grace Solomon	Commissioner
Ken Cutler	Commissioner

Others Present were:

Bob Payton	City Manager
Andrew Maurodis	City Attorney
Jennifer Johnson	City Clerk
Carole Morris	Chief Administrative Officer
Sowande Johnson	Assistant City Manager
Todd DeAngelis	Chief Communications Officer
Bill Evans	Public Works/Parks and Recreation Director
Ron Wallace	City Engineer
Ryan Spradlin	Asst. Public Works Director
Lisa Tepper-Shearer	Human Resources Manager
Carlos Perez	City Accountant

3. PRESENTATION

A. FY 2019 - Budget

Assistant City Manager, Nancy Morando, provided the attached budget presentation. Morando and City Manager, Bob Payton, discussed the voting requirements for passing certain millage rates.

REGULAR CITY COMMISSION MINUTES

August 1, 2018

PAGE 2

Discussion then ensued regarding the following topics:

Fire Assessment: A handout was provided reflecting the option to lower the fire assessment to \$150 per household, and conversely, the millage would then be increased. In order to make up the difference, the millage would need to increase by 0.2. If the assessed value of homes goes down, it will have a negative impact on ad valorem taxes received. There are no other cities in Broward County who put their fire assessment in the millage, however, this was the practice many years ago. Some of the homes in our City do invoke the agricultural exemption, and they fall into the lower value zone.

Solid Waste Assessment: This is a pass through, with a 1.8% increase based on the CPI. (Consumer Price Index)

Morando further explained the sources for increased revenue include the fire assessment, millage, franchise fee, etc. Chief Administrative Officer, Carole Morris, clarified that Fort Lauderdale is the only city at this time moving forward with an interlocal agreement with Broward School Board. Their agreement is for \$52,000 per officer. Right now, officers are reimbursed at \$46,000. The City would be short \$276,000 if we did not get what we are anticipating for reimbursement of the SROs. At this point, there is only a verbal commitment from the School Board to reimburse us for the all of our SROs. This is an interlocal agreement between the School Board and Broward Sheriff's Office, and we have not seen any other movement as of yet.

Morando stated in order to accomplish all the proposed capital projects, over the next five years, and it will require the City to take a loan. We can pay for 2019 capital projects with cash on hand, but will begin to pay a debt service starting in 2020. Right now, we are looking at 15-year loan at a fixed rate of 3.6%. Morando stated she would only look a fixed rate loan.

Mayor Hunschofsky asked that staff amend the resolution related to the FPL franchise fee. Either the money derived from the fee is specifically used for additional police services, or we need to amend the resolution to be broader and include public safety. Andy Maurodis, City Attorney, stated he would look and see what could be changed. Morando stated we [the City] confirmed today that we would not be charged for any additional police security, following February 14, besides the increased SROs that we authorized.

Broward Sheriff's Office: Lt. Chris Mulligan then presented the proposed BSO - Parkland District Organization Chart. Mulligan stated the SRO sergeant would be the conduit between the school and community, with information sharing among the agencies/organizations. He further stated he believes the sergeant will be the link we have not had in the past. That person will attend the PTA/PTO, principal, etc., meetings, and information sharing will be all the way through. It would be a coordinated effort, with patrol, the SRO, the SRO sergeant and the school. Communication needs to happen and information needs to be shared. [SRO scheduling] No school will go uncovered. It will be a physical handoff, and covered means two officers. In anticipation of your approval, our SRO sergeant will begin Monday, and will be at the "Meet Your SRO" event. SROs are not in charge of locking gates at the schools, but he will find out

REGULAR CITY COMMISSION MINUTES

August 1, 2018

PAGE 3

who it is supposed to be at each school. I get updates every Friday about what is happening at each of the schools. It is the schools responsibility to monitor the cameras. Morris clarified that campus monitors, and security specialists, are School Board employees and they report to their leadership. In theory, they will communicate as much as possible with BSO personnel. Crossing guards have been contracted out, but we have introduced them to BSO and the schools for clear communication. We are also working closely with Coral Springs Police Department for better information sharing across agencies. Mulligan then added information related to each of the duties of the proposed additional staff.

Morando provided background on City staff changes and increases.

Drainage and Paving in the Ranches: Public Works/Parks and Recreation Director, Bill Evans, stated we need to do something regarding the drainage in the 66th Avenue area. Timeframe would be to start in FY2019. The costs is for the study and repairs. The repaving is projected to take place at a later date.

Repaving Pine Tree Estates: Maurodis clarified that the City should have clear ownership of “public roads” in Pine Tree before moving forward with any repaving projects. This will take seven (7) years, and we are only at four (4) years. That is four years that we can clearly provide documentation we have been maintaining the roads. Evans confirmed we have touched every road, regarding maintenance in Pine Tree, during the past four years. Maurodis added, this is the cautious route and it is in the best interest of the City. This is not an issue in the Ranches. Evans added, the way the budget is set up, at this time, is to have the City pay for the improvements with no assessment. The Commission stated, harsh criticism may come from other residents who pay to have this same service taken care of through their HOA fees. There is additional concern with regard to how the project is presented in the budget. It looks like it is happening soon, and that the City is paying for it. Neither of which are true. Payton stated if we are going to maintain the road, in the interim, we are going to need to do some preventive maintenance as well as increase the budget for repairs. We do the best we can with what we got.

Parkland Utilities: Evans stated that in 2023, there might be an opportunity to create a utility. Payton said that he had a project like this in Miramar where the residents hated them at the time, but the property values increased about 25 percent after completion. In our case, we have to conduct a study to determine the cost for purchase, overhaul, expansion, viability, etc. Morris stated it is best to look into this project in steps. Potentially, it could be a revenue source for the City.

Terramar Park: Evans requested moving toward synthetic fields throughout the City. Simply put, we do not have enough field space. While synthetic fields are more expensive, we can use them more often, following inclement weather, and institute a true field rotation. Of the 18-fields, we have two that need to be re-carpeted, but I would like to see the City move forward with a better split [of synthetic to natural turf fields]. We have to cancel many games because we do not want to compromise our natural turf. A natural turf field, that has already been graded, is about \$250,000. The cost is about \$1 million per synthetic field.

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12-Acre Park: Evans stated there is a plan for two-synthetic fields, parking lot, lighting, walking path and playground at this park. Mayor Hunschofsky suggest the City consider purchasing the Beasley property. Commissioner Solomon said we need more fields, and maybe the option is to put off the playground for now.

Pine Trails Park/Amphitheater: Evans said we could come back with better visuals, but we want to do this in October. We have a lot to do, but it will blend well. The pictures represent what we can fit them in the space, and are limited to our graphic skill level. We will get experts to help us design it correctly, and provide good drawings. Payton suggested he drive each of the Commissioners around to get a better perspective of the proposed changes.

Holmberg Road Invasives: Morando stated that FPL has already started to refurbish an area of 441, and the project looks nice. The Commission would like this [invasives] item included in a comprehensive environmental package, which includes recycling, hazardous waste, bike lanes, Earth Day, etc.

Riverglades Parking Lot: Morando stated that we have set money aside to do studies on the property. Morris added we would need to do a plat amendment, and some other things to make this feasible. When the School Board added the 24-classroom addition, they did not add parking. We will also lose a little of the grass area when the bike lanes are added/expanded on Parkside Drive. City Engineer, Ron Wallace, stated that we have a window of opportunity to work with Florida Department of Transportation to create a left-turn lane, and increasing the right-turn lane. The timetable for these improvements is for 2022/2023. The Commission stated, if the school wants the additional parking, the school needs to address the issue. Evans said, the costs would be approximately \$25,000 per space, and that is a lot. For this project however, would be almost triple.

Morando asked for direction from the Commission regarding the broadcasting on the television station versus live streaming. The Commission would like to have more information before making a decision. There is also interest in building a museum, and we need to look at a place to house the artifacts in the future. Commissioner Solomon and Commissioner Cutler stated they would like to start to explore the idea of a memorial committee. We need to start interacting with the community rather than backing off. Mayor Hunschofsky stated that we were originally going to wait a year, with steps along the way for the families, etc., before moving toward starting a committee. Cutler stated Jeff Schwartz has already started a Go Fund Me page to raise funds to make this happen. Morris stated we are drawing closer to the 1-year anniversary, and we need to start making some decisions with how we are going to handle it. We need direction sooner than later. Hunschofsky stated there is a lot of help from Hands on Broward, and making it a day of service. February 14th will be all about service, and nothing without the families input. The Commission wants the City to be more than just the tragedy that happened in the City on February 14. Vice Mayor Kagan also mentioned the melted gunmetal playground, and asked that everyone look at the designs. She knows that the gunmetal is sensitive, but he is a resident, and the designs are original and phenomenal. We are getting many people who want to do something. Hunschofsky requested staff put together a one-pager with all of the commemorative options we offer. We also need to communicate to people that we will not put a committee

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together until after February 14, 2019. Commissioner Mayersohn would like staff to reach out to other communities and determine what worked best, and take advantage of their experiences. The consensus of the Commission was to make sure the one-year anniversary is non-political, and include the needs of all the families.

Hunschofsky asked is we could delay the staffing for the Station 42 expansion. Morando stated she has set the whole amount aside this year. Coral Springs/Parkland Fire Chief, Frank Babinec, stated only a portion of the cost would be spend from next year's budget. We will begin hiring, and training, crews in mid-July 2019. The truck will be on the road in November 2019. The actual costs this year will be about \$400,000.

The consensus of the Commission was to take out any City monies for the Riverglades Parking Lot project.

The consensus of the Commission was to take out the City funding in the budget for the Ranches and Pine Tree paving projects, but keep that money for later use.

The consensus of the Commission was to continue to look at buying the Beasley property.

The majority consensus of the Commission was to keep the fire assessment as is.

Maurodis stated that because of the vote requirements, and because they have to move a budget forward, they need to know where the Commission wants the millage to be. Payton mentioned all the negative impacts of the economy, and extra homestead exemption, that staff needs wiggle room in order to address the City's future projects. Hunschofsky asked for a five-year staffing plan.

There was no consensus on a millage rate moving forward.

4. ADJOURNMENT

Mayor Hunschofsky departed the meeting at 4:15 p.m.

City Manager, Bob Payton, stated staff would bring back a budget at 4.6 or 4.8. He declined to conduct additional discussion following the Mayor's departure and the meeting adjourned at 4:18 p.m.

Transcribed and submitted by City Clerk – Jennifer Johnson

ATTEST:

MAYOR – Christine Hunschofsky

The above signature is the City Clerk of the City of Parkland, Florida, and the information provided herein are the Minutes of the Regular City Commission Meeting held Wednesday, August 1, 2018, which were formally approved and adopted by the City Commission on Wednesday, August 16, 2018.

Note to Reader: If the Minutes you have received are not signed, or completed as indicated above, this means they are not the official minutes of the City Commission. They will become official Minutes only after review and approval, which may involve amendments, additions or deletions as set forth above.

PLEASE BE ADVISED THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY OR COMMISSION WITH RESPECT TO ANY MATTERS CONSIDERED AT SUCH HEARING OR MEETING HE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE HE WILL NEED TO ENSURE THAT A VERBATIM RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (FLORIDA STATUTE 286.0105)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITY ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 48 HOURS PRIOR TO THE MEETING AT (954) 753-5040 FOR ASSISTANCE.