

PROPERTY EXCHANGE AGREEMENT

THIS PROPERTY EXCHANGE AGREEMENT (the "**Agreement**") is made and entered into as of the _____ day of _____, 2020 (the "**Effective Date**"), by and among **THE CITY OF PEMBROKE PINES**, a Florida municipal corporation (the "**Seller**") and **TA PINES CITY CENTER, LLC**, a Delaware limited liability company ("**Buyer**").

W H E R E A S:

A. Seller is the owner of that certain real property located in Broward County, Florida, more particularly described in **Exhibit "A"** attached hereto (the "**Seller Property**").

B. Buyer is the owner of that certain real property located in Broward County, Florida, more particularly described in **Exhibit "B"** attached hereto (the "**Buyer Property**").

C. Seller and Buyer desire to enter into this Agreement to provide for the exchange of the Seller Property for Buyer Property in accordance with the terms and conditions set forth below.

D. Terra City Center Investments II, LLC, a Florida limited liability company ("**Phase IB Owner**" and "**Phase II Retail Owner**"), and Terra City Center MF, LLC, a Florida limited liability company ("**Phase II MF Owner**", which, collectively with Phase IB Owner and Phase II Retail Owner, is hereinafter collectively referred to as the "**Terra**") are the owners of that certain real property located in Broward County, Florida, more particularly described as Parcels 1, 3, 4 and 6 in **Exhibit "C"** attached hereto ("**Terra Owner Property**"). Phase IB Owner, Phase II Retail Owner and Phase II MF Owner are collectively referred to herein as "**Terra**".

E. Simultaneously with the execution of this Agreement, Terra and Seller will enter into a Property Exchange Agreement to provide for the exchange of certain property owned by the Seller and certain property owned by Terra, as more particularly described therein ("**Terra Property Exchange Agreement**").

F. Attached as **Exhibit "C"** is a summary of (i) the overall property being exchanged by the Buyer and the Seller pursuant to this Agreement, and (ii) the overall property being exchanged by Terra and the Seller pursuant to the Terra Property Exchange Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Property.** The term "Seller Property" shall include the following property and

rights owned and/or held by Seller:

- (a) All easements, rights of way, privileges, licenses, appurtenances and any other rights, privileges and benefits belonging to the owner of, running with title to, or in any way related to, the Seller Property, if any.
- (b) All land use rights, or other consents, authorizations, variances, waivers, licenses, permits, vested concurrency rights, approvals, development orders, or any other entitlements issued or granted by or from any governmental authority with respect to the Seller Property, if any.
- (c) All riparian, littoral rights, title to submerged lands and other water rights related to or benefiting the Seller Property, if any.
- (d) Any and all other rights, benefits and privileges, and all other intangible rights of Seller related to or benefiting the Seller Property, if any, including the prospective abandonment of unwanted easements or rights of way.

The term "Buyer Property" shall include the following property and rights owned and/or held by Buyer, but shall exclude in all instances any and all leases affecting the larger shopping center tract owned by Buyer of which the Buyer Property is a part (the "**Buyer Leases**"):

- (a) All easements, rights of way, privileges, licenses, appurtenances and any other rights, privileges and benefits belonging to the owner of, running with title to, or in any way related to, the Buyer Property, if any.
- (b) All land use rights, or other consents, authorizations, variances, waivers, licenses, permits, vested concurrency rights, approvals, development orders, or any other entitlements issued or granted by or from any governmental authority with respect to the Buyer Property, if any.
- (c) All riparian, littoral rights, title to submerged lands and other water rights related to or benefiting the Buyer Property, if any.
- (d) Any and all other rights, benefits and privileges, and all other intangible rights of Buyer related to or benefiting the Buyer Property, if any, including the prospective abandonment of unwanted easements or rights of way.

3. **Property Exchange.** The Seller agrees to transfer, or cause to be transferred, title to the Seller Property to the Buyer, and the Buyer agrees to transfer title to the Buyer Property to the Seller, on the terms and conditions set forth herein.

4. **Conveyancing.** The term "**Grantor**", as used herein, shall mean and refer to Seller for purposes of conveying title to the Seller Property to Buyer, and the Buyer for purposes of conveying title to the Buyer Property to Seller. The term "**Grantee**", as used herein, shall mean and refer to Seller with respect to acquiring title to the Buyer Property from Buyer, and the

Buyer with respect to acquiring title to the Seller Property from Seller. As used below, the term "**Grantor's Property**" shall mean and refer to the Seller Property as to Seller for purposes of the Seller Property being conveyed to Buyer, and the Buyer Property as to Buyer for purposes of the Buyer Property being conveyed to Seller.

5. **Title.** Grantee hereby acknowledges the receipt of existing title documentation with respect to the Grantor's Property and agrees that title to the Grantor's Property is acceptable to the Grantee in all respects and that all easements, restrictions, covenants, encumbrances and other instruments that are applicable to Grantor's Property are acceptable to Grantee (all such easements, restrictions, covenants, encumbrances and other instruments are hereinafter referred to as "**Permitted Exceptions**"). Grantee hereby waives any and all objections to the status of title to the Grantor's Property and agrees to accept title to the Grantor's Property "AS IS" without any claims against Grantor; provided, however, that Grantor shall be required, at or prior to the conveyance of the Grantor's Property to Grantee, to pay off or remove any mortgages or other liens created by Grantor encumbering Grantor's Property that secure any financing or loan (collectively, "**Grantor's Liens**"), and the same shall not be deemed Permitted Exceptions. Seller acknowledges and agrees that Buyer is modifying that certain Access and Parking Easement Agreement and Declaration of Restrictive Covenants dated as of December 4, 2018 and recorded December 6, 2018 as Instrument No. 115485545 of the Public Records of Broward County, Florida, which affects the Buyer Property and other land, and such modification may be recorded prior to Closing.

6. **Leases and Occupancy Agreements.** With respect to the Seller Property, as of Closing, Seller represents to Buyer that there are no leases or other occupancy agreements, either written or oral, which affect the Seller Property and Seller has exclusive possession of the Seller Property. With respect to the Buyer Property, as of Closing, Buyer represents to Seller that (a) there are no leases or other occupancy agreements, either written or oral, which affect the Buyer Property (other than the Buyer Leases), (b) such Buyer Leases are not being assigned to Seller, and (c) Buyer has exclusive possession of the Buyer Property, subject to the Permitted Exceptions and the Buyer Leases. The provisions of this paragraph 6 shall survive Closing.

7. **Grantor's Representations.** Grantor represents to Grantee as follows:

- (a) Grantor has no notice or knowledge of any (and there shall be no) service contracts, employment agreements or other contracts or agreements which would affect Grantor's Property after Closing other than the Permitted Exceptions.
- (b) Grantor shall be responsible for and shall promptly pay all amounts owed for labor and services rendered, and materials supplied, to Grantor's Property at the request of Grantor prior to Closing.
- (c) The execution, delivery and performance of this Agreement by Grantor has been duly authorized and this Agreement is binding on Grantor and enforceable against Grantor in accordance with its terms. No consent of any other person or entity to

such execution, delivery and performance is required, except as may be required under the Buyer Leases.

- (d) Grantor is not a "foreign person" within the meaning of the United States tax laws and to which reference is made in Internal Revenue Code Section 1445(b)(2). At Closing, Grantor shall deliver to Grantee a certificate to such effect.
- (e) Grantor has no notice or knowledge of any pending suits or proceedings against or affecting Grantor or any part of the Grantor's Property which (i) do or could affect title to the Grantor's Property or any part thereof; or (ii) do or could prohibit or make unlawful the consummation of the transaction contemplated by this Agreement, or render Grantor unable to consummate the same.
- (f) Grantor has no notice or actual knowledge of: (i) any pending improvement liens to be made by any governmental authority with respect to the Grantor's Property, (ii) any violations of zoning ordinances or other governmental regulations with respect to the Grantor's Property; (iii) any pending or threatened condemnation proceedings with respect to the Grantor's Property; or (iv) any suit, action, claim, or other proceeding which relates to or affects the Grantor's Property.
- (g) Grantor is not, and will not be, a person or entity with whom Grantee is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "**USA Patriot Act**") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, and regulations promulgated pursuant thereto (collectively, "**Anti-Terrorism Laws**"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

The provisions of this paragraph 7 shall survive Closing.

8. **Grantee's Representations.** Grantee represents to Grantor as follows:

Grantee is knowledgeable and sophisticated. Grantee has previously reviewed and considered the nature of this transaction and prior to the execution hereof thoroughly investigated the Grantor's Property and all aspects of the transaction. In electing to proceed with this transaction, Grantee shall have determined that the Grantor's Property is satisfactory to Grantee in all respects and is purchasing the Grantor's Property in "as-is" condition. Grantee has and will rely solely on Grantee's own independent investigations and inspections, and Grantee has not relied and will not rely on any representation of Grantor other than as expressly set forth in this Agreement. Grantee further acknowledges and agrees that, except for the specific representations made by Grantor in this Agreement, Grantor has made no representations, is not willing to make any representations, nor held out any inducements to Grantee other than those (if any) exclusively set forth in this

Agreement; and Grantor is not and shall not be liable or bound in any manner by any express or implied warranties, guaranties, statements, representations or information pertaining to the Grantor's Property.

The provisions of this paragraph **8** shall survive Closing.

9. **Default Provisions.** In the event of a default by either party under this Agreement (the "**Defaulting Party**"), the non-defaulting party (the "**Non-Defaulting Party**"), shall have the right to: (i) terminate this Agreement by delivering written notice of such default to Defaulting Party, whereupon the parties shall be released from all further obligations hereunder, or, alternatively, (ii) seek specific performance of the Defaulting Party's obligations hereunder, as the Non-Defaulting Party's sole and exclusive remedies.

Notwithstanding the foregoing, in the event of a default by either party of any obligations which specifically survive Closing, then the Non-Defaulting Party shall be entitled to seek any legal redress permitted by law or equity. The provisions hereof shall survive Closing.

10. **Closing Costs.** The parties shall bear the following costs:

- (a) Buyer shall be responsible for payment of the state documentary stamps taxes due on the special warranty deed(s) with respect to both the Seller Property and the Buyer Property.
- (b) The Grantor shall be responsible for recording costs of documents necessary to clear title of any Grantor's Liens with respect to Grantor's Property at Closing and any instruments received by Grantor.
- (c) Each party shall pay its own legal fees.

Buyer hereby indemnifies and holds Seller harmless from any documentary stamp taxes, or interest or penalties assessed in connection therewith, to the extent assessed by the applicable governmental authorities in connection with the conveyance of the Buyer Property to Seller at Closing as contemplated by this Agreement. This provision shall survive Closing for one (1) year.

Buyer hereby indemnifies and holds Seller harmless from any real estate taxes for the year 2020, or interest or penalties assessed in connection therewith, to the extent assessed by the applicable governmental authorities in connection with the Buyer Property conveyed to Seller at Closing as contemplated by this Agreement. This provision shall survive Closing for one (1) year.

11. **Closing.** The Closing shall be (provided this Agreement has not been previously terminated pursuant to the terms thereof) thirty (30) days following the Effective Date (the "**Closing**" or "**Closing Date**"). The Closing shall take place through a so-called "Mail-Away" closing, it being understood that neither Seller nor Buyer nor their respective counsel need be physically present at Closing so long as all documents and funds that are required to be delivered at Closing are fully executed, delivered in escrow to c/o Michelle Clapp, Senior Commercial

Escrow officer, FNF Florida Agency, 13800 NW 14th Street, Suite 190, Sunrise, Florida 33323, or at such other location as the parties may agree otherwise, and an authorized signatory of the affected party is available either in person or by telephone and email at Closing.

At Closing, Grantor shall execute and deliver to Grantee the following closing documents:

(a) Special Warranty Deed. A special warranty deed in recordable form, duly executed by the Grantor, conveying to the Grantee good, marketable and insurable fee simple title to the Grantor's Property, subject only to the Permitted Exceptions.

(b) Affidavit. A "gap", no-lien and exclusive possession affidavit sufficient for the title company to delete any exceptions for parties in possession, mechanic's or materialmen's liens and "gap" from the title policy.

(c) FIRPTA Affidavit. A non-foreign affidavit in order to comply with the requirements of the Foreign Investment Real Property Tax Act of 1980.

(d) Grantor Authorization. Evidence of Grantor's authorization to consummate this transaction, as required by the title company.

(e) General Assignment. An assignment of any and all rights, licenses, development rights, contracts and plans of Seller which pertain to the Seller Property.

Both parties shall execute and deliver counterpart closing statements and such other documents as are reasonably necessary to consummate the Closing.

12. **Conditions to Closing**. Neither party shall be obligated to proceed with the Closing unless (a) the other party's representations and warranties are true and correct in all material respects as of the Closing Date, (b) there has been no material adverse change in the title documentation (including, without limitation, the easements, restrictions, covenants, encumbrances and other instruments) applicable to Grantor's Property since the Effective Date, and (c) the other party has otherwise performed all of its covenants, agreements, and obligations under this Agreement and is otherwise not in default. If any of the conditions precedent are unsatisfied at Closing, the party who has the benefit of the condition precedent shall have the right to either waive the unsatisfied condition and proceed to Closing or terminate this Agreement, and neither party shall have any further obligation hereunder.

13. **Brokers**. The parties each represent and warrant to the other that they have not dealt with any real estate broker(s), salesman (salesmen) or finder(s) involved in this transaction. If a claim for commission(s) in connection with this transaction is made by any broker, salesman or finder claiming to have dealt through or on behalf of one of the parties hereto ("**Indemnitor**"), Indemnitor shall indemnify, defend and hold harmless the other party hereunder ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against all liabilities, damages, claims, costs, fees and expenses whatsoever (including reasonable attorneys' and paraprofessionals' fees and court costs at trial and all appellate levels) with respect to said claim

for commissions. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this paragraph shall survive the Closing and any cancellation or termination of this Agreement.

14. **Assignability.** None of the parties shall be entitled to assign its rights hereunder without the prior written consent of the other.

15. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by email, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to Seller at:

City of Pembroke Pines .
Attn: Charles Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33325

With a copy to:

Donald J. Doody, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd, Suite 200
Fort Lauderdale, Florida 33308
Telephone: 954-771-4500
Email: [ddoody@cityatty.com](mailto:djdoody@cityatty.com)

If to Buyer at:

TA Realty
28 State Street, Floor 10
Boston, Massachusetts 02109
Attn: Heather Hohenthal
Telephone: 617-476-2744
Email: hohenthal@tarealty.com

With a copy to:

Stutzman, Bromberg, Esserman & Plifka, P.C.
2323 Bryan Street, Suite 2200
Dallas, Texas 75201
Attn: Kenneth F. Plifka
Telephone: (214) 969-4913
Email: plifka@sbep-law.com

Notices shall be deemed delivered upon the earlier of delivery or refusal thereof by the recipient. Any notice sent by email shall be deemed delivered on the day given. For the purposes of this

Agreement, the attorney for any of the parties to this Agreement shall be permitted to deliver any and all notices under this Agreement on behalf of his or her client, and any notice so delivered by said attorney shall be deemed as delivered by his or her client as if his or her client had delivered the same directly.

16. **Risk of Loss.** In the event that the Grantor's Property or any material portion thereof is taken by eminent domain or destroyed by an act of God or any casualty prior to Closing, Grantee shall nonetheless proceed with Closing, and Grantor shall assign to Grantee all of its rights in the condemnation awards and settlements or insurance proceeds resulting from such casualty or condemnation, as applicable, if any. Seller agrees not to institute an eminent domain or similar proceeding with respect to the Buyer Property prior to Closing.

17. **Radon Gas.** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT. **[NOTE: THIS PARAGRAPH IS PROVIDED FOR INFORMATIONAL PURPOSES PURSUANT TO SECTION 404.056(7), FLORIDA STATUTES (1988).]**

18. **Miscellaneous.**

- (a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.
- (b) In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- (c) In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorneys' and paraprofessionals' fees and court costs at all trial and appellate levels. The provisions of this paragraph shall survive the Closing and any cancellation or termination of this Agreement.
- (d) In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.

- (e) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.
- (f) Unless expressly set forth herein, the terms and provisions of this Agreement shall not survive the Closing and such terms and provisions shall be deemed merged into the special warranty deed and extinguished at Closing.
- (g) Time shall be of the essence for each and every provision of this Agreement.
- (h) Neither this Agreement nor any notice or memorandum of this Agreement shall be recorded in any public records.
- (i) This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which shall be deemed to be one and the same instruments.
- (j) Electronically-transmitted signatures shall be deemed originals.

18. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

19. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Buyer and Seller agree to submit to the jurisdiction of the courts in the State of Florida in connection with any claims or controversy arising out of this Agreement and that venue for such actions shall be in Broward County, Florida. The provisions of this paragraph shall survive the Closing and any cancellation or termination of this Agreement.

20. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT ANY PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith, OR IN RESPECT OF ANY COURSE OF CONDUCT, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING AND ANY CANCELLATION OR TERMINATION OF THIS AGREEMENT.

[Signatures appear on following page]

EXECUTED as of the date first above written in several counterparts, each of which shall be deemed an original, but all constituting only one agreement.

SELLER:

CITY OF PEMBROKE PINES,
a Florida municipal corporation

By: _____

Name: _____

Title: _____

BUYER:

TA PINES CITY CENTER, LLC,
a Delaware limited liability company

By: TAR CPF OP, LLC,
a Delaware limited liability company,
its sole member

By: TAR CPF REIT, LLC,
a Delaware limited liability company,
its managing member

By: _____
Name: _____
Title: _____

Fidelity National Title Insurance Company (“**Escrow Agent**”) is executing this Agreement for the sole purpose of acknowledging its responsibilities hereunder and to evidence its consent to serve as Escrow Agent in accordance with the terms of this Agreement.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Seller Property Description

(see attached)

SURVEYOR'S NOTES

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
3. The bearings shown hereon are based on the record plat and are relative to the North line of the South 1/2 of Section 18-51-41, bearing North 87°49'48" East.
4. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
5. Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
6. This sketch and description consists of 3 sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
7. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
8. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
9. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
10. Sources of information utilized in the preparation of this sketch and description are as follows:
 - A. Plat entitled "PEMBROKE PINES CITY HALL PLAT", P.B. 136, PG. 23;
 - B. Plat entitled "PEMBROKE PINES CITY CENTER", P.B. 176, PG. 86;
 - C. Paving, Grading & Drainage Plan prepared by Sun-Tech Engineering, Job. No. 15-3685.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY that the herein captioned Sketch of Description is true and correct to the best of my knowledge and belief, as prepared under my direction, supervision and responsible charge.

Sun-Tech Engineering, Inc.

Date of Preparation: March 5, 2018.

DATE	REVISION	BY	CHK.
8-17-20	REVISED	VV	DLC



Sun-Tech
Engineering, Inc.
Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com
Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

Donald L. Cooper, P.S.M.
Professional Surveyor and Mapper
Florida Registration No. 6269

Date

9/15/2015

3685Sk16Parcel2A.dwg

JOB No.:

15-3685

Parcel 2 - (Rights-of-Way to be Vacated)

Parcels of land being a portion of Parcel "A", **PEMBROKE PINES CITY CENTER**, according to the Plat thereof as recorded in Plat Book 176, Page 86, and as shown on that certain Parcel described as Road recorded in Official Records Book 51163, Page 1095 and Official Records Book 51163, Page 1128, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the most northerly northwest corner of said Parcel "A", **PEMBROKE PINES CITY CENTER**; thence along the North line of said Parcel "A", North 87°49'48" East, 888.97 feet to the **POINT OF BEGINNING**, said point being on the North line of said Road Parcel; thence along the North line of said Parcel "A" and along the North line for said Road Parcel, continue North 87°49'48" East, 29.17 to the northeast corner of said Road Parcel, said point hereinafter referred to as **REFERENCE POINT C**; thence along the East line of said Road Parcel, South 2°08'51" East, 274.00 feet to a point hereinafter referred to as **REFERENCE POINT A**, said point being on the arc of a non-tangent curve, (a radial line through said point bears South 9°08'57" West); thence northwesterly along the arc of said curve being concave to the northeast, having a radius of 36.00 feet, a central angle of 78°39'03", an arc distance of 49.42 feet; thence tangent to said curve, North 2°12'00" West, 238.72 feet to the Point of Beginning.

TOGETHER WITH:

COMMENCE at said **REFERENCE POINT A**; thence along the East line of said Road Parcel, South 2°08'51" East, 34.87 feet to the **POINT OF BEGINNING**; thence along said line, continue South 2°08'51" East, 230.14 feet; thence along said line, South 48°31'44" East, 11.06 feet to a point hereinafter referred to as **REFERENCE POINT B**; thence South 87°51'09" West, 13.46 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears South 45°12'34" West); thence northwesterly along the arc of said curve being concave to the northeast, having a radius of 34.77 feet, a central angle of 20°16'39", an arc distance of 12.31 feet to a point of reverse curvature; thence northwesterly along the arc of said curve being concave to the southwest, having a radius of 95.75 feet, a central angle of 14°16'26", an arc distance of 23.85 feet to a point of reverse curvature; thence northwesterly along the arc of said curve being concave to the northeast, having a radius of 43.61 feet, a central angle of 36°36'03", an arc distance of 27.86 feet; thence tangent to said curve North 2°11'10" West, 144.89 feet to a point on the arc of a tangent curve; thence northeasterly along the arc of said curve being concave to the southeast, having a radius of 36.00 feet, a central angle of 84°24'14", an arc distance of 53.03 feet to the Point of Beginning.

TOGETHER WITH:

COMMENCE at said **REFERENCE POINT B**; thence along the North line of said Road Parcel, North 87°51'09" East, 68.58 feet to the **POINT OF BEGINNING**; thence along said line, North 53°46'46" East, 17.84 feet; thence along said line, North 87°51'09" East, 15.72 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears South 66°53'20" East); thence along said line and northeasterly along the arc of said curve being concave to the northwest, having a radius of 37.51 feet, a central angle of 8°07'13", an arc distance of 5.32 feet; thence along said line, North 87°51'09" East, 39.73 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears South 74°01'30" West); thence along said line and southeasterly along the arc of said curve being concave to the northeast, having a radius of 5.58 feet, a central angle of 31°59'43", an arc distance of 3.12 feet to a point of compound curvature; thence along said line and southeasterly along the arc of said curve being concave to the northeast, having a radius of 32.65 feet, a central angle of 33°08'07", an arc distance of 18.88 feet; thence along said line, South 00°47'27" East, 5.16 feet; thence along said line, North 87°51'09" East, 72.32 feet; thence along said line, South 80°58'57" East, 50.28 feet to a point on the arc of a tangent curve; thence along said line and southeasterly along the arc of said curve being concave to the North, having a radius of 14.00 feet, a central angle of 11°09'53", an arc distance of 2.73 feet; thence South 87°51'09" West, 146.38 feet to a point on the arc of a tangent curve; thence northwesterly along the arc of said curve being concave to the northeast, having a radius of 37.03 feet, a central angle of 46°26'17", an arc distance of 30.01 feet; thence South 87°51'09" West, 41.30 feet to the Point of Beginning.

Not valid without Sheet 1 & 3-5



Sun-Tech
Engineering, Inc.
Engineers - Planners - Surveyors

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com

Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

3685Sk16Parcel2A.dwg

JOB No.:

15-3685

TOGETHER WITH:

COMMENCE at said **REFERENCE POINT C**; thence along the North line of said Parcel "A", North 87°49'48" East, 1124.66 feet to a northwest corner of said Road Parcel; thence along the West line of said Road Parcel, South 2°08'34" East, 106.19 feet to the **POINT OF BEGINNING**; thence continue South 2°08'34" East, 31.74 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears South 52°34'03" East); thence southwesterly along the arc of said curve being concave to the northwest, having a radius of 36.00 feet, a central angle of 41°21'16", an arc distance of 25.98 feet to a point hereinafter referred to as **REFERENCE POINT D**, said point being on the West line of said Road Parcel; thence along said line, North 2°08'34" West, 16.59 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears South 15°10'30" East); thence along said line and northeasterly along the arc of said curve being concave to the northwest, having a radius of 28.50 feet, a central angle of 76°58'04", an arc distance of 38.29 feet to the Point of Beginning.

TOGETHER WITH:

COMMENCE at said **REFERENCE POINT D**; thence along the West line of said Road Parcel, South 2°08'34" East, 17.94 feet; thence along said line, North 87°51'59" East, 6.08 feet to a point on the arc of a tangent curve; thence along said line and southeasterly along the arc of said curve being concave to the southwest, having a radius of 37.00 feet, a central angle of 89°59'27", an arc distance of 58.11 feet; thence along said line and tangent to said curve, South 2°08'34" East, 83.28 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears North 85°42'51" East); thence along said West line and southwesterly along the arc of said curve being concave to the northwest, having a radius of 19.50 feet, a central angle of 68°12'02", an arc distance of 23.21 feet to a point of compound curvature; thence along said line and westerly along the arc of said curve being concave to the North, having a radius of 9.60 feet, a central angle of 7°27'48", an arc distance of 1.25 feet to the **POINT OF BEGINNING**; thence South 2°08'34" East, 28.72 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears North 9°24'59" East); thence along said West Parcel line and westerly along the arc of said curve being concave to the South, having a radius of 15.96 feet, a central angle of 9°55'16", an arc distance of 2.76 feet to a point of compound curvature; thence along said line and southwesterly along the arc of said curve being concave to the southeast, having a radius of 9.50 feet, a central angle of 71°15'02", an arc distance of 11.81 feet; thence along said line, North 2°08'34" West, 41.05 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears South 71°16'38" West); thence along said line and southeasterly along the arc of said curve being concave to the northeast, having a radius of 9.60 feet, a central angle of 89°52'47", an arc distance of 15.06 feet to the Point of Beginning.

Said lands lying, being and situate in the City of Pembroke Pines, Broward County, Florida, and containing 17,761 square feet, (0.4077 acres) in aggregate, more or less.

Not valid without Sheet 1-2 & 4-5



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JOB No.:

15-3685

N87°49'48"E

NORTH LINE OF THE SOUTH 1/2 OF SECTION 18-51-41

POINT OF COMMENCEMENT

MOST NORTHERLY N.W.
CORNER OF PARCEL "A"
(P.B. 176, PG. 86 -B.C.R.)

PINES BOULEVARD (STATE ROAD 820)

200' R/W - (P.B. 176, PG. 86 -B.C.R.)

N87°49'48"E
1124.66'N87°49'48"E
888.97'

POINT OF BEGINNING

REF.PT.C

N87°49'48"E
29.17'12' F.P.&L.CO. EASEMENT
(O.R.B. 19000, PG. 609 -B.C.R.)NORTH LINE PARCEL "A",
PEMBROKE PINES CITY CENTERC. OF 60' ACCESS OPENING
(RIGHT TURN ONLY)NORTHERLY
PARCEL LINEC. OF 100' ACCESS OPENING
(OUTBOUND LEFTS PROHIBITED)S.W. 106th AVENUE
VARIABLE WIDTH PARCEL-(O.R.B. 51163, PG. 1095 -B.C.R.)

N02°12'00"W 238.72'

7,701 SQUARE FEET±

S02°08'51"E 274.00'

R=36.00'
Δ=78°39'03"
L=49.42'

EAST PARCEL LINE

S09°08'57"W
(RADIAL)REF.PT.A
S02°08'51"E
34.87'R=36.00'
Δ=84°24'14"
L=53.03'

N02°11'10"W 144.89'

6,842 SQUARE FEET±

S02°08'51"E 230.14'

POINT OF BEGINNING

SUBJECT PROPERTY
PARCEL 2A(RIGHTS-OF-WAY TO BE VACATED)
17,761 SQUARE FEET, 0.4077 ACRESN87°51'09"E
39.73'R=37.51'
Δ=8°07'13"
L=5.32'S45°12'34"W
(RADIAL) S66°53'20"E
(RADIAL)N87°51'09"E
68.58'R=5.58' L=3.12'
Δ=31°59'43"R=32.65' L=18.88'
Δ=33°08'07"

N87°51'09"E 72.32'

S80°58'57"E 50.28'

R=14.00' L=2.73'
Δ=11°09'53"CITY CENTER BOULEVARD
VARIABLE WIDTH PARCEL-
(O.R.B. 51163, PG. 1095 -B.C.R.)S87°51'09"W
146.38'

2,429 SQUARE FEET±

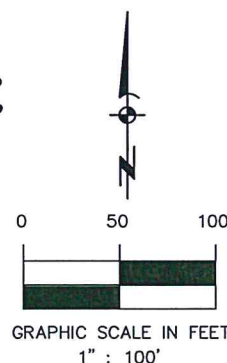
NORTH PARCEL LINE

POINT OF BEGINNING

S87°51'09"W
41.30'
R=37.03'
Δ=46°26'17"
L=30.01'R=43.61' L=27.86'
Δ=36°36'03"
R=95.75' L=23.85'
Δ=14°16'26"
R=34.77' L=12.31'
Δ=20°16'39"S87°51'09"W
13.46'S48°31'44"E
11.06'

LINE TABLE

L1 N53°46'46"E 17.84'
L2 N87°51'09"E 15.72'
L3 S00°47'27"E 5.16'



MATCH LINE

KEY TO ABBREVIATIONS LEGEND

B.C.R.	BROWARD COUNTY RECORDS
C.	CENTERLINE
L.B.	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
(P)	PLAT
P.B.	PLAT BOOK
PG.	PAGE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
R/W	RIGHT-OF-WAY
NO.	NUMBER
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
REF.PT.	REFERENCE POINT

Not valid without Sheet 1-3 & 5



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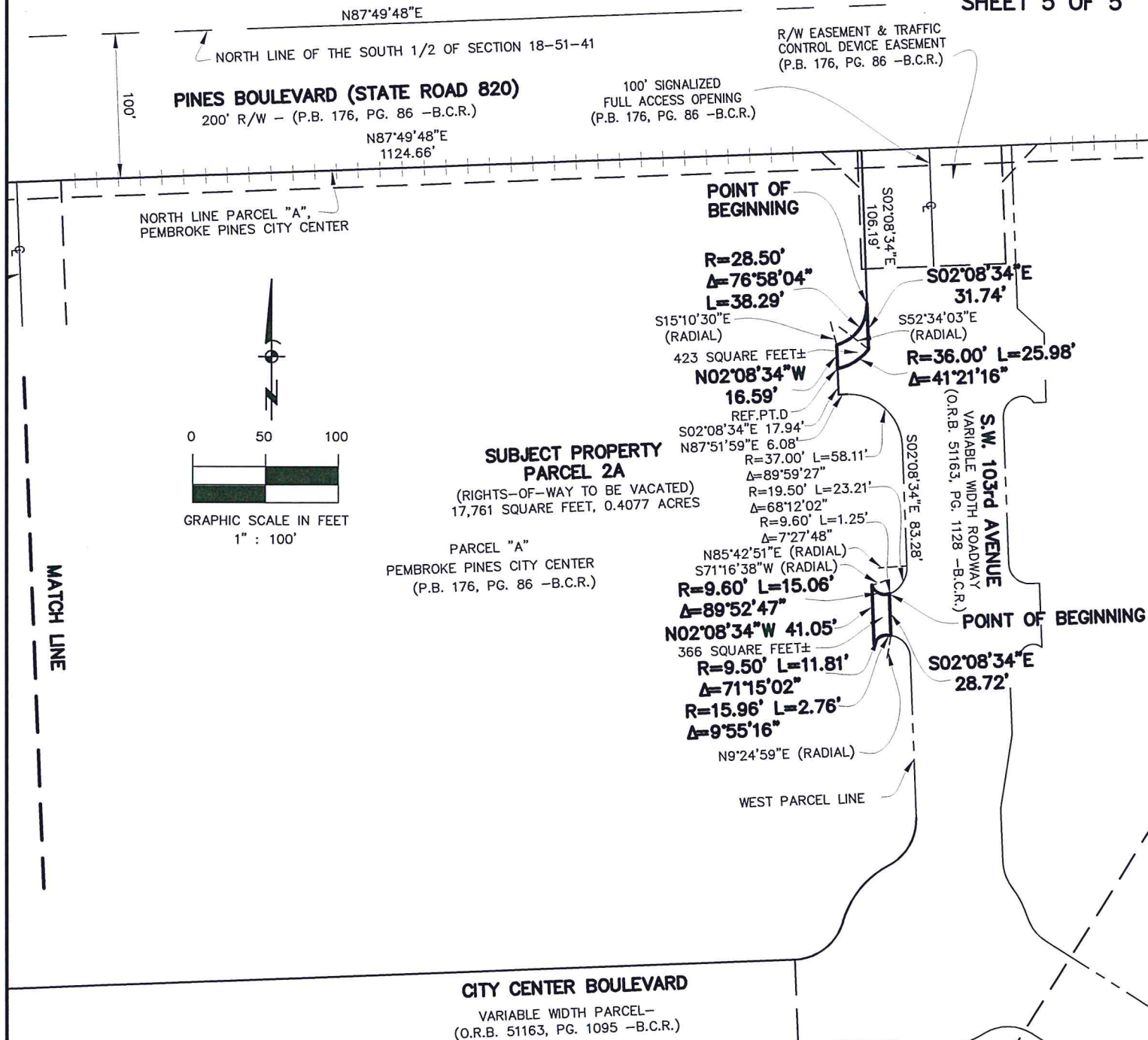
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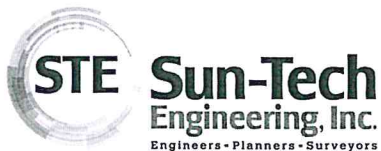
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15-3685



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JOB No.:

15-3685

EXHIBIT "B"

Buyer Property Description

(see attached)

SURVEYOR'S NOTES

1. The purpose of this sketch is to depict the elements of the description appearing hereon, and is provided as an aid in its depiction. This sketch is not a survey. Uses inconsistent with its intended purpose are prohibited.
2. Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
3. The bearings shown hereon are based on the record plat and are relative to the North line of the South 1/2 of Section 18-51-41, bearing North 87°49'48" East.
4. This drawing is not valid unless bearing the signature and original raised seal of a Florida licensed Surveyor and Mapper. Unsigned copies may be provided for information purposes only.
5. Sun-Tech Engineering, Inc. reserved the right to utilize any and all information obtained in the preparation of this sketch for any other purposes.
6. This sketch and description consists of 3 sheets and each sheet shall not be considered full, valid and complete unless attached to each other.
7. The undersigned Surveyor has not been provided a current title commitment or abstract of matters affecting boundary or title to the subject property. It is possible that there are instruments which affect the subject property which are unknown to the reviewing Surveyor.
8. Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Business and Professional regulation, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
9. Some features may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled dimensions.
10. Sources of information utilized in the preparation of this sketch and description are as follows:
 - A. Plat entitled "PEMBROKE PINES CITY HALL PLAT", P.B. 136, PG. 23;
 - B. Plat entitled "PEMBROKE PINES CITY CENTER", P.B. 176, PG. 86;
 - C. Paving, Grading & Drainage Plan prepared by Sun-Tech Engineering, Job. No. 15-3685.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY that the herein captioned Sketch of Description is true and correct to the best of my knowledge and belief, as prepared under my direction, supervision and responsible charge.

Sun-Tech Engineering, Inc.

Date of Preparation: March 5, 2018.

DATE	REVISION	BY	CHK.
8-17-20	REVISED	VV	DLC



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Donald L. Cooper, P.S.M.
Professional Surveyor and Mapper
Florida Registration No. 6269

Date

3685Sk17Parcel2C.dwg

JOB No.:

15-3685

Parcel 2 - (Rights-of-Way to be Dedicated)

Parcels of land being a portion of Parcel "A", **PEMBROKE PINES CITY CENTER**, according to the Plat thereof as recorded in Plat Book 176, Page 86, and as shown on that certain Parcel described as Road recorded in Official Records Book 51163, Page 1128, of the Public Records of Broward County, Florida, being more particularly described as follows:

COMMENCE at the most northerly northwest corner of said Parcel "A", **PEMBROKE PINES CITY CENTER**; thence along the North line of said Parcel "A", North 87°49'48" East, 2042.80 feet to the northwest corner of said Road Parcel; thence along the West line of said Road Parcel, South 2°08'34" East, 106.19 feet to a point on the arc of a tangent curve; thence along said line and southwesterly along the arc of said curve being concave to the northwest, having a radius of 28.50, a central angle of 76°58'04", an arc distance of 38.29 feet; thence along said line and tangent to said curve, South 2°08'34" East, 34.53 feet to the **POINT OF BEGINNING**; thence along said line, North 87°51'59" East, 6.08 feet to a point on the arc of a tangent curve; thence along said line and southeasterly along the arc of said curve being concave to the southwest, having a radius of 37.00 feet, a central angle of 89°59'27", an arc distance of 58.11 feet; thence along said line, South 2°08'34" East, 83.28 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears North 85°42'51" East); thence along said line and southwesterly along the arc of said curve being concave to the northwest, having a radius of 19.50 feet, a central angle of 68°12'02", an arc distance of 23.21 feet to a point of compound curvature; thence along said line and southwesterly along the arc of said curve being concave to the northwest, having a radius of 9.60 feet, a central angle of 7°27'48", an arc distance of 1.25 feet to a point hereinafter referred to as **REFERENCE POINT A**; thence North 2°08'34" West, 92.75 feet to a point on the arc of a tangent curve; thence northwesterly along the arc of said curve being concave to the southwest, having a radius of 36.00 feet, a central angle of 57°50'20", an arc distance of 36.34 feet to a point of compound curvature; thence northwesterly along the arc of said curve being concave to the southwest, having a radius of 8.00 feet, a central angle of 32°09'39", an arc distance of 4.49 feet; thence tangent to said curve, South 87°51'26" West, 9.23 feet; thence North 2°08'34" West, 14.80 feet to the Point of Beginning.

TOGETHER WITH:

COMMENCE at said **REFERENCE POINT A**, said point being on the West line of said Road Parcel and on the arc of a curve with a radial line through said point bearing South 18°36'09" East; thence along said West line and westerly and northwesterly along the arc of said curve being concave to the northeast, having a radius of 9.60 feet, a central angle of 89°52'47", an arc distance of 15.06 feet; thence along said West line, South 2°08'34" East, 41.05 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears North 71°45'19" West); thence along said line and northeasterly along the arc of said curve being concave to the southeast, having a radius of 9.50 feet, a central angle of 71°15'02", an arc distance of 11.81 to a point of compound curvature; thence along said line and easterly along the arc of said curve being concave to the South, having a radius of 15.96 feet, a central angle of 9°55'16", an arc distance of 2.76 feet to the **POINT OF BEGINNING**; thence along said West line and continuing southeasterly along the arc of said curve being concave to the southwest, having a radius of 15.96 feet, a central angle of 76°16'29", an arc distance of 21.25 feet; thence along said line, South 2°08'34", East, 77.91 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears North 75°21'19" East); thence northwesterly along the arc of said curve being concave to the southwest, having a radius of 37.33 feet, a central angle of 59°06'09", an arc distance of 38.51 feet; thence North 2°08'34" West, 37.58 feet to a point on the arc of a non-tangent curve, (a radial line through said point bears South 30°56'21" East); thence northeasterly along the arc of said curve being concave to the northwest, having a radius of 23.00 feet, a central angle of 61°12'14", an arc distance of 24.57 feet; thence tangent to said curve, North 2°08'34" West, 7.85 feet to the Point of Beginning.

Said lands lying, being and situate in the City of Pembroke Pines, Broward County, Florida, and containing 3,561 square feet, (0.0817 acres) in aggregate, more or less.

Not valid without Sheet 1 & 3



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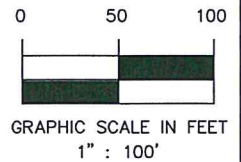
POINT OF COMMENCEMENT
MOST NORTHERLY N.W.
CORNER OF PARCEL "A"
(P.B. 176, PG. 86 -B.C.R.)

PINES BOULEVARD (STATE ROAD 820)
200' R/W - (P.B. 176, PG. 86 -B.C.R.)

N87°49'48"E
2042.80'
NORTH LINE PARCEL "A",
PEMBROKE PINES CITY CENTER

R/W EASEMENT & TRAFFIC
CONTROL DEVICE EASEMENT
(P.B. 176, PG. 86 -B.C.R.)

100' SIGNALIZED
FULL ACCESS OPENING
(P.B. 176, PG. 86 -B.C.R.)



**SUBJECT PROPERTY
PARCEL 2C**
(RIGHTS-OF-WAY TO BE DEDICATED)
3,561 SQUARE FEET, 0.8175 ACRES

PARCEL "A"
PEMBROKE PINES CITY CENTER
(P.B. 176, PG. 86 -B.C.R.)

LINE & CURVE TABLE
C1 R=23.00' Δ=61°12'14" L=24.57'
L1 N02°08'34"W 7.85'

R=28.50'
Δ=76°58'04"
L=38.29'
S02°08'34"E
34.53'
POINT OF BEGINNING
N02°08'34"W 14.80'
S87°51'26"W 9.23'
R=8.00' L=4.49'
Δ=32°09'39"
R=36.00' L=36.34'
Δ=57°50'20"
N02°08'34"W 92.75'
N85°42'51"E (RADIAL)
S18°36'09"E (RADIAL)
REF.PT.A
R=9.60' L=15.06'
Δ=89°52'47"
S02°08'34"E 41.05'
R=9.50' L=11.81'
Δ=71°15'02"
N71°45'19"W (RADIAL)
N09°24'59"E (RADIAL)
S30°56'21"E (RADIAL)
1,520 SQ.FT.
N02°08'34"W 37.58'
R=37.33' L=38.51'
Δ=59°06'09"
N75°21'19"E (RADIAL)
WEST PARCEL LINE
S02°08'34"E
106.19'
N87°51'59"E 6.08'
R=37.00' L=58.11'
Δ=89°59'27"
S02°08'34"E
83.28'
2.041 SQ.FT.
R=19.50' L=23.21'
Δ=68°12'02"
R=9.60' L=1.25'
Δ=7°27'48"
R=15.96' Δ=9°55'16" L=2.76
POINT OF BEGINNING
R=15.96' L=21.25'
Δ=76°16'29"
S02°08'34"E 77.91'

S.W. 103rd AVENUE
VARIABLE WIDTH ROADWAY
(O.R.B. 51163, PG. 1128 -B.C.R.)

120' F.P.&L. CO. EASEMENT
(O.R.B. 2222, PG. 704 -B.C.R.)

CITY CENTER BOULEVARD
VARIABLE WIDTH PARCEL-
(O.R.B. 51163, PG. 1095 -B.C.R.)

KEY TO ABBREVIATIONS LEGEND

B.C.R.	BROWARD COUNTY RECORDS
CL	CENTERLINE
L.B.	LICENSED BUSINESS
O.R.B.	OFFICIAL RECORDS BOOK
(P)	PLAT
P.B.	PLAT BOOK
PG.	PAGE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
R/W	RIGHT-OF-WAY
NO.	NUMBER
R	RADIUS
Δ	CENTRAL ANGLE
L	ARC LENGTH
REF.PT.	REFERENCE POINT

Not valid without Sheet 1 & 2

EXHIBIT "C"

Summary of Exchange

(see attached)

SUMMARY OF AREAS



0 125 250



GRAPHIC SCALE IN FEET
1" = 250'

TA REALTY

TOTAL
TO CITY 3,561 SQ.FT.
TO CITY (DEDICATED)

TOTAL
FROM CITY 17,761 SQ.FT.
FROM CITY (R/W VACATED)

PARCEL 1
NOT INCLUDED

PARCEL 6
NOT INCLUDED

PARCEL 2
626,870 SQ.FT. EXISTING
TO CITY 3,561 SQ.FT.
FROM CITY 17,761 SQ.FT.
NET TOTAL 641,070 SQ.FT.

PARCEL 4
NOT INCLUDED

PARCEL 3
NOT INCLUDED

ABBREVIATIONS

SQ.FT.	SQUARE FEET
AC.	ACRES
R/W	RIGHT-OF-WAY



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