

Prepared by: City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025

Property Appraiser's Identification (Folio) No.: 513911030083

**SPECIAL WARRANTY DEED
FOR LAKE CONSERVATION PARCEL**

THIS SPECIAL WARRANTY DEED executed this ____ day of ___, 2026, between CHAPEL TRAIL CORPORATE PARK ASSOCIATION, INC., a not-for-profit Florida Corporation, whose post office address is c/o Florida Advanced Properties, Inc., 13501 SW 128th Street, Suite # 111, Miami, Florida, 33186, Grantor, and CITY OF PEMBROKE PINES, a municipal corporation in the State of Florida, having its principal place of business at 601 City Center Way, Pembroke Pines, Florida, 33025, Grantee:

(Wherever used herein, the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, assigns of individuals, the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that subject to the Restrictive Covenants and Conditions described below in Exhibit "B", the said grantor, for and in consideration of the sum of \$10.00, and other good and valuable consideration, in hand paid by the said grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the said grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to the following described lot, piece or parcel of land situate, lying and being in the County of Broward, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

That subject to said Restrictive Covenants and Conditions, the purpose of this Special Warranty Deed is to grant and convey the grantor's interest in and to the foregoing Exhibit "A" property to the grantee in fee simple, said property to be used for the drainage and water management purposes.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

AND Grantor hereby covenants with Grantee that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, and that the Property is free of all encumbrances, except taxes accruing subsequent to December 31, 2025 and except for restrictions, limitations, easements and matters of record, provided that this reference shall not serve to reimpose same.

THIS SPECIAL WARRANTY DEED IS SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANTS AND CONDITIONS WHICH RUN WITH THE LAND:

SEE EXHIBIT "B" ATTACHED HERETO

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized the day and year first above written.

“GRANTOR” (Chapel Trail Corporate Park Association, Inc.)

By: _____

Print Name

Title

Signed and sealed in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 2026 by_____, as _____, of **CHAPEL TRAIL CORPORATE PARK ASSOCIATION, INC.**, who (☐ is personally known to me) or (☐ has produced _____ as identification.

[NOTARY SEAL]

Notary Public Signature

Print Name: _____

Commission No.

IN WITNESS WHEREOF. The Grantee by signing this Special Warranty Deed acknowledges and agrees to the restrictive covenants, conditions, and provisions stated herein in Exhibit "B".

"GRANTEE" (City of Pembroke Pines)

By: _____ CHARLES F. DODGE, City Manager

By: _____ GABRIEL FERNANDEZ, City Clerk

City Seal:

Signed and sealed in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #1 Address

Witness #2 Signature

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA)
)
) §
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 2026, by Charles F. Dodge and Gabriel Fernandez, as City Manager and City Clerk, respectively, for City of Pembroke Pines. They are [] personally known to me, or [] produced _____ as identification.

[NOTARY SEAL]

Notary Public Signature

Print Name: _____

Commission No. _____

PORTIONS OF PARCEL "G", CHAPEL TRAIL II, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGE 16, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF PARCEL 'A', LAKEVIEW COMMERCE CENTER ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 172, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 01°48'33" EAST 20.01 FEET; THENCE NORTH 89°52'04" EAST 90.03 FEET TO THE POINT OF BEGINNING #1; THENCE ALONG THE WESTERLY BOUNDARY OF THAT CERTAIN CONSERVATION EASEMENT DESCRIBED IN OFFICIAL RECORD BOOK 25414, PAGE 269, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR THE NEXT FOURTEEN (14) COURSES: (1) NORTH 00°14'53" EAST 5.48 FEET; (2) NORTH 04°37'14" WEST 90.65 FEET; (3) NORTH 05°45'31" EAST 42.99 FEET; (4) NORTH 07°07'48" WEST 34.84 FEET; (5) NORTH 17°57'04" WEST 30.88 FEET; (6) NORTH 07°59'34" WEST 189.66 FEET; (7) NORTH 03°26'19" WEST 36.48 FEET; (8) NORTH 02°52'58" EAST 61.51 FEET; (9) NORTH 06°25'04" EAST 44.10 FEET; (10) NORTH 08°36'42" WEST 44.93 FEET; (11) NORTH 05°18'06" EAST 29.49 FEET; (12) NORTH 14°39'53" EAST 50.16 FEET TO A POINT OF CURVATURE OF A 12.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (13) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 111°36'44" AN ARC DISTANCE OF 24.35 FEET TO A POINT OF NON-TANGENCY; (14) NORTH 00°00'01" WEST 15.03 FEET; THENCE ALONG THE NORtherLY BOUNDARY OF SAID CONSERVATION EASEMENT ALSO BEING A BOUNDARY OF THAT CERTAIN SPECIAL WARRANTY DEED FOR DEDICATION OF LAKE AS DESCRIBED IN OFFICIAL RECORDS BOOK 37614, PAGE 1318 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR THE NEXT FOUR (4) COURSES: (1) SOUTH 71°28'51" EAST 9.05 FEET; (2) SOUTH 80°40'27" EAST 27.66 FEET; (3) SOUTH 85°21'42" EAST 20.87 FEET TO A POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST; (4) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81°49'06" AN ARC DISTANCE OF 21.42 FEET TO A POINT OF NON-TANGENCY; THENCE ALONG THE EASTERLY BOUNDARY OF SAID CONSERVATION EASEMENT AND A WESTERLY BOUNDARY OF SAID LAKE EASEMENT, FOR THE NEXT NINE (9) COURSES: (1) SOUTH 03°32'57" EAST 21.11 FEET; (2) SOUTH 37°05'48" WEST 39.52 FEET; (3) SOUTH 00°41'11" EAST 20.38 FEET; (4) SOUTH 05°43'08" WEST 166.29 FEET; (5) SOUTH 01°04'35" WEST 13.11 FEET; (6) SOUTH 08°12'22" EAST 182.03 FEET; (7) SOUTH 05°06'12" EAST 101.61 FEET; (8) SOUTH 02°55'22" WEST 55.50 FEET; (9) SOUTH 02°16'24" EAST 73.55 FEET; THENCE SOUTH 89°52'04" WEST 24.19 FEET TO THE POINT OF BEGINNING #1.

TOGETHER WITH:

(SEE SHEET V-02 FOR CONTINUATION)

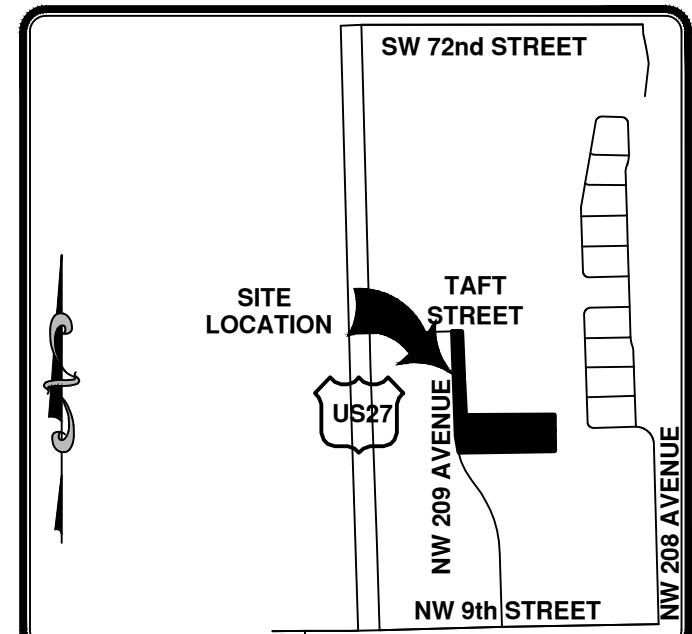
SURVEYOR'S NOTES:

BEARINGS SHOWN

HEREON ARE BASED ON BEARING OF S89°52'04" W ALONG THE SOUTH LINE OF "LAKEVIEW COMMERCE PLAT" AS SHOWN IN PLAT BOOK 172, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

ABBREVIATIONS:

P.O.C. — POINT OF COMMENCEMENT
 P.O.B. — POINT OF BEGINNING
 P.B. — PLAT BOOK
 PG. — PAGE
 B.C.R. — BROWARD COUNTY RECORDS
 D.C.R. — MIAMI-DADE COUNTY RECORDS
 D.E. — DRAINAGE EASEMENT
 U.E. — UTILITY EASEMENT
 L.M.E. — LAKE MAINTENANCE EASEMENT



SEE SHEETS 3 AND 4 OF 4 FOR SKETCH

SKETCH & DESCRIPTION

THIS SKETCH DOES NOT
REPRESENT A BOUNDARY SURVEY

CERTIFIED TO:

CITY OF PEMBROKE PINES

MARTIN P. ROSSI
CERTIFICATE
No. 5857

I HEREBY CERTIFY THAT THIS SKETCH MEETS STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 42.027, FLORIDA STATUTES.
DATED THIS 7th DAY OF OCTOBER 2025 A.D.

Martin P. Rossi
MARTIN P. ROSSI
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No. 5857
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
CERTIFICATE OF AUTHORIZATION: LB6680

MILLER LEGG
South Florida Office: 13680 NW 5th Street, Suite 200
Sunrise, Florida 33325
954-436-7000
www.millerlegg.com

NOT
21-00004.28

FILE NO.
V-01

(CONTINUED FROM SHEET V-01)

COMMENCE AT THE AFORESAID POINT OF COMMENCEMENT; THENCE SOUTH 01°48'33" EAST 20.01 FEET; THENCE SOUTH 01°48'25" EAST 50.02 FEET; THENCE NORTH 89°52'04" EAST 88.24 FEET TO THE POINT OF BEGINNING #2; THENCE CONTINUE NORTH 89°52'04" EAST 27.33 FEET; THENCE ALONG SAID EASTERLY BOUNDARY OF CONSERVATION EASEMENT ALSO BEING A WESTERLY BOUNDARY OF AFORESAID SPECIAL WARRANTY DEED FOR DEDICATION OF LAKE, THE FOLLOWING TWENTY ONE (21) COURSES: (1) SOUTH 13°46'36" EAST 93.04 FEET; (2) SOUTH 08°25'09" EAST 22.94 FEET; (3) SOUTH 01°26'09" EAST 33.01 FEET; (4) SOUTH 05°22'23" WEST 28.68 FEET; (5) SOUTH 04°22'17" WEST 24.85 FEET; (6) SOUTH 00°28'39" EAST 112.54 FEET; (7) SOUTH 07°06'40" EAST 14.47 FEET; (8) SOUTH 13°33'36" EAST 43.09 FEET; (9) SOUTH 19°13'44" EAST 26.59 FEET; (10) SOUTH 17°17'35" EAST 15.23 FEET; (11) SOUTH 06°10'39" EAST 20.60 FEET; (12) SOUTH 00°40'37" WEST 61.59 FEET; (13) SOUTH 03°23'41" WEST 45.95 FEET; (14) SOUTH 02°27'37" WEST 22.50 FEET; (15) SOUTH 00°00'00" EAST 41.39 FEET; (16) SOUTH 02°25'38" EAST 62.32 FEET; (17) SOUTH 05°07'05" EAST 3.71 FEET; (18) SOUTH 43°53'25" EAST 35.41 FEET; (19) SOUTH 08°15'35" EAST 25.91 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; (20) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°00'31" AN ARC DISTANCE OF 13.53 FEET TO A POINT OF NON-TANGENCY; (21) SOUTH 39°16'09" EAST 15.85 FEET TO A POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID CONSERVATION EASEMENT ALSO BEING THE SOUTHERLY BOUNDARY OF SAID LAKE DEDICATION DEED, THE FOLLOWING ELEVEN (11) COURSES: (1) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°40'40" AN ARC DISTANCE OF 15.10 FEET TO A POINT OF NON-TANGENCY; (2) NORTH 83°03'37" EAST 30.78 FEET; (3) NORTH 79°48'17" EAST 56.96 FEET; (4) NORTH 87°20'07" EAST 166.12 FEET; (5) SOUTH 89°33'38" EAST 56.73 FEET; (6) NORTH 86°27'11" EAST 56.79 FEET; (7) NORTH 87°34'16" EAST 48.97 FEET; (8) NORTH 87°45'04" EAST 68.36 FEET; (9) NORTH 86°12'00" EAST 97.53 FEET TO A POINT OF CURVATURE OF A 27.68 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; (10) NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 92°41'30" AN ARC DISTANCE OF 44.78 FEET TO A POINT OF NON-TANGENCY; (11) SOUTH 89°59'37" EAST 82.55 FEET; THENCE ALONG THE EASTERLY BOUNDARY OF SAID CONSERVATION EASEMENT, SOUTH 01°48'29" EAST 235.67 FEET TO A POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; ALONG THE SOUTHERLY BOUNDARY OF SAID CONSERVATION EASEMENT THE FOLLOWING THREE (3) COURSES: (1) SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; (2) SOUTH 88°11'31" WEST 744.73 FEET TO A POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; (3) NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 23.56 FEET TO A POINT OF TANGENCY; THENCE ALONG THE WESTERLY BOUNDARY OF SAID CONSERVATION EASEMENT THE FOLLOWING TWELVE (12) COURSES: (1) NORTH 01°48'29" WEST 232.92 FEET; (2) NORTH 04°51'17" WEST 34.55 FEET; (3) NORTH 08°57'17" WEST 66.95 FEET; (4) NORTH 02°23'56" EAST 62.81 FEET; (5) NORTH 00°49'53" WEST 166.89 FEET; (6) NORTH 05°32'52" WEST 53.42 FEET; (7) NORTH 12°16'14" WEST 65.38 FEET; (8) NORTH 01°40'13" WEST 56.71 FEET; (9) NORTH 05°29'58" EAST 10.51 FEET; (10) NORTH 05°55'01" WEST 107.65 FEET; (11) NORTH 03°22'58" WEST 63.21 FEET; (12) NORTH 00°14'53" EAST 22.64 FEET TO THE POINT OF BEGINNING #2.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING 144,132 SQUARE FEET (5.153 ACRES) MORE OR LESS.



Certificate of Authorization L.B. 6680

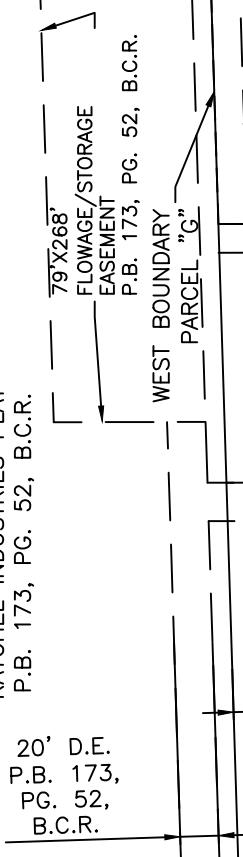
THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SKETCH & DESCRIPTION

PROJECT NO.
21-00004.30FILE NO.
V-02

PARCEL "A"

"RAYCHEL INDUSTRIES PLAT"
P.B. 173, PG. 52, B.C.R.



S71°28'51"E
9.05'
N00°00'01"W
15.03'

NORTHERLY BOUNDARY CONSERVATION EASEMENT
O.R.B. 25414, PG. 269, B.C.R.

S80°40'27"E
27.66'
S85°21'42"E
20.87'
R=15.00'
Δ=81°49'06"
L=21.42'

S03°32'57"E
21.11'
S37°05'48"W
39.52'
S00°41'11"E
20.38'

WESTERLY BOUNDARY CONSERVATION EASEMENT
O.R.B. 25414, PG. 269, B.C.R.

PARCEL 'A'
"LAKEVIEW COMMERCE CENTER"
P.B. 172, PG. 21, B.C.R.

SOUTH LINE "LAKEVIEW COMMERCE PLAT"

15' U.E. P.B. 112, PG. 16, B.C.R.

P.O.C.
SE CORNER PARCEL 'A'
P.B. 172, PG. 21, B.C.R.

S01°48'33"E
20.01'

N89°52'04"E
(BEARING BASIS)

N17°57'04"W
30.88'

N07°07'48"W
34.84'

N05°45'31"E
42.99'

N04°37'14"W
90.65'

N00°14'53"E
5.48'

90.03'

N89°52'04"E
88.24'

N00°14'53"E
22.64'

40'

N05°55'01"W
107.65'

63.21'

S03°22'58"E
3.04'

S03°24'36"E
9.30'

S08°25'09"E
22.94'

S01°26'09"E
33.01'

PARCEL "G"
CHAPEL TRAIL II
P.B. 112, PG. 16, B.C.R.

EASTERLY BOUNDARY CONSERVATION EASEMENT
O.R.B. 25414, PG. 269, B.C.R.

S02°55'22"W
55.50'

S89°52'04"W
24.19'
N89°52'04"E
27.33'

S08°25'09"E
22.94'

S01°26'09"E
33.01'

0 50 100
GRAPHIC SCALE
1 INCH = 100 FEET

MILLER LEGG

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MATCH LINE A-A, SEE SHEET V-04
Certificate of Authorization L.B. 6680
THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SKETCH & DESCRIPTION

PROJECT NO.
21-00004.30

FILE NO.
V-03

MATCH LINE A-A, SEE SHEET V-03

N05°29'58"E 10.51' N05°55'01"W 107.65'
 N01°40'13"W 56.71'
 N12°16'14"W 65.38'
 N05°32'52"W 53.42'
 N01°48'25"W
 N00°49'53"W 166.89'
 N02°23'56"E 62.81'
 N04°51'17"W 34.55'
 N08°57'17"W 66.95'
 N01°48'29"W 232.92'
 N00°28'39"E 112.54'
 S01°26'09"E 33.01' S05°22'23"W 28.68'
 S04°22'17"W 24.85'
 EASTERLY BOUNDARY
 CONSERVATION
 EASEMENT
 O.R.B. 25414,
 PG. 269, B.C.R.
 S07°06'40"E 14.47'
 S13°33'36"E 43.09'
 S19°13'44"E 26.59'
 S17°17'35"E 15.23'
 S06°10'39"E 20.60'
 S00°40'37"W 61.59'
 S03°23'41"W 45.95'
 S02°27'37"W 22.50'
 S00°00'00"E 41.39'
 S02°25'38"E 62.32'
 S05°07'05"E 3.71'
 S43°53'25"E 35.41'
 S08°15'35"E 25.91'
 S39°16'09"E 15.85'
 N83°03'37"E 30.78'
 N87°20'07"E 166.12'
 N79°48'17"E 56.96'
 R=25.00'
 Δ=31°00'31"
 L=13.53'
 R=15.00'
 Δ=90°00'00"
 L=23.56'
 N86°27'11"E 56.79'
 N87°34'16"E 48.97'
 N87°45'04"E 68.36'
 N88°11'31"W 744.73'
 S89°33'38"E 56.73'
 N87°20'07"E
 S01°48'29"E 235.67'
 S89°59'37"E 82.55'
 R=27.68'
 Δ=92°41'30"
 L=44.78'
 EASTERLY
 BOUNDARY
 CONSERVATION
 EASEMENT
 O.R.B. 25414,
 PG. 269, B.C.R.
 SOUTHERLY
 BOUNDARY
 CONSERVATION
 EASEMENT
 O.R.B. 25414,
 PG. 269, B.C.R.
 744.73'
 S88°11'31"W
 PARCEL "G"
 CHAPEL TRAIL II
 P.B. 112, PG. 16, B.C.R.

MATCH LINE B-B, SEE BELOW

PARCEL "G"
 CHAPEL TRAIL II
 P.B. 112, PG. 16, B.C.R.

NORTHERLY
 BOUNDARY
 CONSERVATION
 EASEMENT
 O.R.B. 25414,
 PG. 269, B.C.R.

EASTERLY
 BOUNDARY
 CONSERVATION
 EASEMENT
 O.R.B. 25414,
 PG. 269, B.C.R.
 SOUTHERLY
 BOUNDARY
 CONSERVATION
 EASEMENT
 O.R.B. 25414,
 PG. 269, B.C.R.

PARCEL "G"
 CHAPEL TRAIL II
 P.B. 112, PG. 16, B.C.R.

NORTHERLY
 BOUNDARY
 CONSERVATION
 EASEMENT
 O.R.B. 25414,
 PG. 269, B.C.R.

PARCEL "G"
 CHAPEL TRAIL II
 P.B. 112, PG. 16, B.C.R.

PARCEL "G"
 CHAPEL TRAIL II
 P.B. 112, PG. 16, B.C.R.

NW 209th AVENUE
 R/W

WESTERLY
 BOUNDARY
 CONSERVATION
 EASEMENT
 O.R.B. 25414,
 PG. 269, B.C.R.

N02°23'56"E 62.81'

EASTERLY
 BOUNDARY
 CONSERVATION
 EASEMENT
 O.R.B. 25414,
 PG. 269, B.C.R.

N04°51'17"W 34.55'
 EASTERLY
 BOUNDARY
 CONSERVATION
 EASEMENT
 O.R.B. 25414,
 PG. 269, B.C.R.

N08°57'17"W 66.95'
 EASTERLY
 BOUNDARY
 CONSERVATION
 EASEMENT
 O.R.B. 25414,
 PG. 269, B.C.R.

N01°48'29"W 232.92'
 EASTERLY
 BOUNDARY
 CONSERVATION
 EASEMENT
 O.R.B. 25414,
 PG. 269, B.C.R.

N01°48'29"W 232.92'
 EASTERLY
 BOUNDARY
 CONSERVATION
 EASEMENT
 O.R.B. 25414,
 PG. 269, B.C.R.



GRAPHIC SCALE
1 INCH = 100 FEET

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Certificate of Authorization L.B. 6680

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

SKETCH & DESCRIPTION

PROJECT NO.
21-00004.30

FILE NO.
V-04

EXHIBIT "B" TO
SPECIAL WARRANTY DEED
TO CITY OF PEMBROKE PINES (GRANTEE)
FOR THE LAKE CONSERVATION PARCEL
(RESTRICTIVE COVENANTS AND CONDITIONS)

- (1) Except as stated herein, no other fee simple or easement conveyances of the Exhibit "A" property ("Subject Property") shall be permitted or allowed without the express approval of the Chapel Trail Corporate Park Association, Inc. ("Association" or "Grantor") by a recorded document. If the Subject Property is reconveyed to Association, the Association shall not be responsible for nor shall Association assume any obligations or liabilities associated with acts of either the Grantee or the owner/operator/contractor of any utilities or other appurtenances which may have been constructed within the limits of the Subject Property.
- (2) The Subject Property shall be utilized by the City of Pembroke Pines ("City" or "Grantee") for drainage and water management purposes, together with any necessary appurtenances incidental and necessary thereto.
- (3) The City shall have the sole obligation to maintain the Subject Property.
- (4) Nothing contained herein shall be deemed to constitute a waiver by the City of any limitations of the City's liability that may be accorded City by virtue of Section 768.28, Florida Statutes, as it may be amended from time to time.
- (5) Grantee by accepting this Special Warranty Deed acknowledges that Grantee and Grantee's successors and assigns shall not perform any work or modification to said Subject Property which obstructs or restricts the flow and drainage into, out of, and through the adjacent lake.
- (6) The Grantee agrees to maintain any improvements constructed by Grantee within the Subject Property.
- (7) The Grantee acknowledges that the Grantor has no obligation or responsibility regarding construction of any improvements and that any damage which may be caused to the improvements shall be repaired by the Grantee. The Grantor shall have no obligation to repair or be responsible for any damage which may be caused by the improvements as a result of either activities of the City or any other individuals or entities, except damage caused by the negligence of Grantor or Grantor's employees.
- (8) All notices of request, demand and other communications hereunder shall be addressed to the parties as follows:

As to City/Grantee:

City of Pembroke Pines Attn: City Manager
601 City Center Boulevard
Pembroke Pines, FL 33025
Email: cdodge@ppines.com

With copy to:

Sam Goren, Esquire
601 City Center Boulevard
Pembroke Pines, FL 33025
Email : sgoren@gorencherof.com

As to Association/Grantor:

Chapel Trail Corporate Park Association, Inc.
Michael Koenig, President
c/o Florida Advanced Properties, Inc.
13501 SW 128th Street, Suite # 111
Miami, FL 33186
Email: frontdesk@chapeltrailleasing.com

With a copy to:

Neal R. Kalis, Esq.
Kalis Law P.A.
7320 Griffin Road, Suite 109
Davie, FL 33314
Email: neal@kklaw.us

unless the address is changed by the party by notice given to the other parties. Notice shall be in writing, mailed certified mail, return receipt requested, postage prepaid and shall be deemed delivered when mailed or upon hand delivery to the address indicated. Notwithstanding the foregoing, notice, request or demands or other communications referred to herein may be sent by facsimile, e-mail, telegraph or private courier, but shall be deemed to have been given when received.

- (9) No waiver of any provision herein shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- (10) These provisions herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors, assigns and grantees.
- (11) This document shall be construed and interpreted according to the laws of the State of Florida and the venue with respect to any litigation with respect to this document shall be Broward County, Florida.
- (12) All terms and words used herein, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.
- (13) This document shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by the party to be charged.
- (14) The provisions of this document shall be severable and if any part or portion of this document shall be found to be invalid or unenforceable, such findings shall not affect the remainder of this document.
- (16) No third party shall be entitled to claim any right or interest in or to the foregoing Restrictive Covenants and Conditions.
- (17) Neither the Grantor nor the City shall be liable to third parties for any matters arising out of the Special Warranty Deed or the foregoing Restrictive Covenants and Conditions.