



CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 13 | Revision Date: 09/29/2025

SECTION 1 | SUMMARY INFORMATION

Date: 1/26/2025

Commission Agenda Item Letter to the Commission (LTC) Letter to External Stakeholder(s) Other Document

Document Title/Purpose: CEA Cambridge & Lawrence Construction Loan Agr. & Environmental Indemnity
Commission Meeting Date: 11-4-25 CAM #: 25-09103 Item #: e-1

CAM attached: Yes No Action Summary Attached: Yes No CIP FUNDED: Yes No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: CAO Router Name: Erica Keiper Ext: 6088

Department: Router Name: Ext:

Department Approval (Director/Chief): Name Init Date:

*Return Document To: Erica Keiper Department: CAO Ext: 6088

*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: Attach Certified Resolution #: Original form route to CAO: Yes No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required Yes No

Is the attached Granicus document final? Yes No Number of Originals Attached: 3

Attorney's Name: Lynn Schmidt Approved as to Form: Yes No Initials: LS

Route to: Finance (if applicable) Date: Route to: CCO Date: 1/26/2025

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: Number of Originals: 2

Route to CMO Date: 11/26/25 Route to Mayor Date:

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: DEC08 Date Received: 12/1/25 Received From: CCO

To CM/ACM: R. Williams C. Cooper Y. Matthews B. Rogers

Approved Init.: for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: Comments:

CMO Executive Assistant Route to: CCO HR OMB Other: Date: 12/4/25 Initial: APD



ENVIRONMENTAL INDEMNIFICATION AGREEMENT

This **ENVIRONMENTAL INDEMNIFICATION AGREEMENT** (the “Agreement”) is entered into this 11th day of December, 2025 by and between the Fort Lauderdale Community Redevelopment Agency, a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes (the “Lender” or “CRA”) whose mailing address is 914 Sistrunk Blvd., Suite 200, Fort Lauderdale, FL 33311 and SISTRUNK APARTMENTS LLC, a Florida limited liability company (referred to as the “Borrower” or “Indemnitor”) whose address is c/o Magellan Housing LLC, 2035 N. Miami Ave., Unit #101, Miami, FL 33127.

RECITALS:

- A. Borrower presented a request for construction financing in the amount of Nine Million and 00/100 Dollars (\$9,000,000.00) to Lender to construct a mixed use rental housing development to be known as the Aldridge and the Laramore (the “**Project**”) on the property located at 1620 NW 6th Street and 1200 NW 6th Street, Fort Lauderdale, Florida 33311, (the “**Property**”) and legally described in **Exhibit “A”** attached hereto.
- B. The CRA, Magellan Housing LLC (“Guarantor”) and Invest Fort Lauderdale, Inc. entered into that Amended and Restated Development Agreement dated December 11, 2025.
- C. The CRA has made a grant of Nine Million and 00/100 Dollars (\$9,000,000) (the “Loan”) to Sistrunk Lender LLC (“SPE”), a Florida limited liability company, pursuant to a Non-Profit Grant Agreement, the proceeds of which will be used to fund construction of the Project.
- D. The SPE entered into a Funding Agreement with Borrower which provides that the proceeds of the loan shall be deposited with the Fiscal Agent, The Bank of New York Mellon Trust Company, N.A.
- E. The SPE and Borrower entered into that Loan Agreement dated as of December 11, 2025, which provides that the SPE will make a loan to Borrower secured by a mortgage on the Property.

F. To induce Lender to authorize financing for the Project, and to further induce the Lender to make the Grant to the SPE pursuant to the Non-Profit Grant Agreement and the Amended and Restated Development Agreement (together with the Construction Loan Agreement and the Declaration of Restrictions executed simultaneously herewith the "**Loan Documents**"), the Borrower has agreed to provide this Indemnity.

G. Borrower acknowledges and agree that it will benefit from the financing of the Project.

H. Lender has required the execution and delivery of this Agreement as a condition precedent to Lender's making of the Loan and Lender would not be willing to make the Loan in the absence of the execution and delivery by Indemnitor of this Agreement.

NOW, THEREFORE, Indemnitor as an inducement to Lender to make the Loan hereby covenants and agrees with Lender, in consideration of Ten Dollars and other good and valuable consideration, receipt of which is acknowledged, as follows:

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

2. **Hazardous Substances.** As used in this Agreement, the term "Hazardous Substances" or "Hazardous Substance" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and need to confirm amendments thereto or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251, et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601), (vii) defined as "hazardous waste" as defined in Chapter 403 (Part IV) of the Florida Statutes. (All of the foregoing laws, regulations and ordinances are collectively referred to as "Environmental Laws").

3. **Indemnification.** Indemnitor, jointly and severally if more than one, agree to indemnify, protect, defend (with counsel approved by Lender) and hold Lender, and the directors, officers, public officials, employees and agents of Lender harmless from any claims (including, without limitation, any injuries, third party claims for personal injury or real or personal property damage), actions, defenses, administrative proceedings (including informal proceedings), judgments, damages, obligations, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest and/or losses including reasonable attorneys' and paralegals' fees and expenses (including any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder on all levels - trial, appellate and bankruptcy), consultant fees and expert fees, together with all other costs and expenses of any kind or nature (all of the foregoing are collectively referred to as "Costs") that arise directly or indirectly from or in connection with the use and/or occupancy of the Property before or after the date hereof by Borrower, any tenants of the Property, and/or their assigns or subtenants, or any other party whatsoever, of or from any Hazardous Substance in or into the air, soil, surface water, groundwater or soil vapor at, on, about, under or within the Property, or any portion thereof, or from the violation of any state, federal, or local laws and regulations governing or in any way relating to the generation, handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping or disposal (whether legal or illegal, accidental or intentional) of any Hazardous Substances. The indemnification provided in this paragraph shall specifically apply to and include claims or actions brought by or on behalf of employees of Indemnitor or Borrower, and Indemnitor hereby expressly waives any immunity to which Indemnitor may otherwise be entitled under any industrial or worker's compensation laws. In the event Lender shall suffer or incur any such Costs, Indemnitor shall pay to Lender the total of all such Costs suffered or incurred by Lender upon demand therefore by Lender. Without limiting the generality of the foregoing, the indemnification provided by this **paragraph 3** shall specifically cover Costs, including capital, operating and maintenance costs, incurred in connection with any investigation or monitoring of site conditions, any clean-up, containment, remedial, removal or restoration work required or performed by any federal, state or local governmental agency or political subdivision or performed by any nongovernmental entity or person because of the presence, suspected presence, release or suspected release of any Hazardous Substance in or into the air, soil, groundwater, surface water or soil vapor at, on, about, under or within the Property (or any portion thereof), and any claims of third parties for loss or damage due to such Hazardous Substance. In addition, the indemnification provided by this **paragraph 3** shall include, without limitation, all loss or damage sustained by Lender or any third party due to any Hazardous Substance (i) that is present or suspected to be present in the air, soil, groundwater, surface water or soil vapor at, on, about, under or within the Property (or any portion thereof) on or after the date of this Agreement, or (ii) that migrates, flows, percolates, diffuses or in any way moves onto, into or under the air, soil, groundwater, surface water or soil vapor at, on, about, under or

within the Property (or any portion thereof) after the date of this Agreement, irrespective of whether such Hazardous Substance shall be present or suspected to be present in the air, soil, groundwater, surface water or soil vapor at, on, about, under or within the Property (or any portion thereof) as a result of any release, discharge, disposal, dumping, spilling, or leaking (accidental or otherwise) onto the Property (or any portion thereof) occurring before, on or after the date of this Agreement or caused by any person or entity.

4. **Remedial Work.** In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "Remedial Work") is required under any of the Environmental Laws, by any judicial order, or by any governmental entity, or in order to comply with any agreements affecting the Property because of, or in connection with, any occurrence or event described in **paragraph 3** above, Indemnitor shall perform or cause to be performed the Remedial Work in compliance with such law, regulation, order or agreement; provided that Indemnitor may withhold such compliance pursuant to a good faith dispute regarding the application, interpretation or validity of the law, regulation, order, or agreement, subject to the requirements of **paragraph 5** below. All Remedial Work shall be performed by one or more contractors, selected by Indemnitor and approved in advance in writing by Lender, and under the supervision of a consulting engineer, selected by Indemnitor and approved in advance in writing by Lender. All costs and expenses of such Remedial Work shall be paid by Indemnitor including, without limitation, the charges of such contractor(s) and the consulting engineer, and Lender's management and/or consulting fees, review fees, reasonable attorneys, and paralegals, fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event Indemnitor shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Lender may, but shall not be required to, cause such Remedial Work to be performed, and all costs and expenses thereof, or incurred in connection therewith, shall be Costs within the meaning of **paragraph 3** above. All such Costs shall be due and payable upon demand therefor by Lender.

5. **Permitted Contests.** Notwithstanding any provision of this Agreement to the contrary, Indemnitor will be permitted to contest or cause to be contested, subject to compliance with the requirements of this paragraph, by appropriate action, any Remedial Work requirement and Lender shall not perform such requirement on its behalf, so long as no "Event of Default" has occurred and is continuing under the Loan Documents, and Indemnitor has given Lender written notice that Indemnitor is contesting or shall contest or cause to be contested the same and Indemnitor actually contests or causes to be contested the application, interpretation or validity of the governmental law, regulation, order agreement pertaining to the Remedial Work by appropriate proceedings conducted in good faith with due diligence, provided, such contest shall not subject Lender or any assignee of its interest (including any person having a beneficial interest) in the Loan or

the Loan Documents to civil liability and does not jeopardize any such party's lien upon or interest in the Property or affect in any way the payment of any sums to be paid under the Loan or jeopardize that value of the Property. Indemnitor shall give such security or assurances as may be reasonably required by Lender to ensure compliance with the legal requirements pertaining to the Remedial Work (and payment of all costs, expenses, interest and penalties in connection therewith) and to prevent any sale, forfeiture or loss by reason of such nonpayment or compliance.

6. **Subrogation of Indemnity Rights.** If Indemnitor fails to perform its obligations herein, Lender shall be subrogated to any rights Indemnitor may have under any indemnifications from any present, future or former owners, tenants or other occupants or users of the Property (or any portion thereof), relating to the matters covered by this Agreement.

7. **Assignment by Lender.** No consent by Indemnitor shall be required for any assignment or reassignment of the rights of Lender hereunder to one or more assignees of the Loan or the Loan Documents.

8. **Independent Obligations; Survival.** Notwithstanding anything to the contrary contained in any of the Loan Documents, the obligations of Indemnitor under this Agreement shall survive the consummation of the Loan transaction described above, the repayment or satisfaction of the Loan and any assumption of the Loan by a successor to Indemnitor (whether or not the assumption has been approved or disapproved or whether or not Indemnitor was released from liability on the Loan) and reconveyance of title to the Property or foreclosure of the Mortgage. The obligations of Indemnitor under this Agreement are separate and distinct from the obligations of Indemnitor under the Loan Documents. This Agreement may be enforced by Lender without regard to any other rights and remedies Lender may have against Indemnitor under the Loan Documents and without regard to any limitations on Lender's recourse as may be provided in the Loan Documents. Enforcement of this Agreement shall not be deemed to constitute an action for recovery of the Loan indebtedness nor for recovery of a deficiency judgment against Indemnitor following foreclosure of the Mortgage. Indemnitor expressly and specifically agrees that a separate action or actions may be brought and prosecuted against Indemnitor hereunder whether or not an action is brought against Indemnitor under any of the Loan Documents.

9. **Default Interest.** Any Costs and other payments required to be paid by Indemnitor to Lender under this Agreement which are not paid on demand therefor shall thereupon be considered "Delinquent". In addition to all other rights and remedies of Lender against Indemnitor as provided herein, or under applicable law, Indemnitor shall pay to Lender, immediately upon demand therefore, Default Interest (as defined below) on any such payments which are or have become Delinquent. Default Interest shall be

paid by Indemnitor from the date such payment becomes Delinquent through and including the date of payment of such Delinquent sums. As used herein, "Default Interest" shall be equal to the maximum rate of interest permitted to be contracted for by law.

10. **Additional Audit.** In addition to any environmental audit which may have been required as a condition to the closing of the Loan, whenever Lender determines it necessary or appropriate, Lender, may obtain, at Indemnitor's expense, or request Indemnitor to obtain, an environmental audit, at Indemnitor's expense, prepared by an independent engineer or other qualified environmental consultant of the Lender's choice, which evaluates (i) whether any Hazardous Substances are present in the soil or surface or ground water at the site of the Property or in the soil or surface or ground water adjacent to such site; (ii) whether Hazardous Substances are now or have been previously used, generated, released, treated, discharged, omitted, escaped, seeped, leaked, spilled, handled, stored, transported or disposed of at the site of the Property; and (iii) whether activities presently being conducted at the site of the Property are in compliance with all applicable Environmental Laws. Said audit must be performed by an environmental consultant satisfactory to Lender. The consultant shall prepare a written report detailing its findings and conclusions. The Indemnitor agrees that in the event Lender requests such an audit (or an audit pursuant to any other provision or rights provided herein or under any of the Loan Documents), and either of said audits indicates such past or present handling, storage, transportation, disposal, clean-up or presence, Lender may, in its sole discretion, require that Indemnitor take all steps necessary to further define the nature of the Hazardous Substances, any risks related to or resulting therefrom, and possible remedial measures; and thereafter may also require that all violations of law with respect to Hazardous Substances be corrected by Indemnitor and that Indemnitor obtain all necessary environmental permits and approvals associated therewith. Until all such requirements are satisfied in Lender's absolute discretion, Lender shall have the absolute right not to fund any undisbursed proceeds of the Loan and/or declare an Event of Default hereunder. Should Borrower or Indemnitor fail to perform said environmental audit within thirty (30) days of the Lender's written request, Lender shall have the right but not the obligation to retain an environmental consultant to perform said environmental audit. All costs and expenses incurred by Lender in the exercise of such rights shall be secured by the Mortgage, as modified, and shall be payable by Indemnitor upon demand, and further shall be considered Costs as defined in **paragraph 3**.

11. **Notice of Violation.** If Borrower or Indemnitor receives any notice of (i) the happening of any material event involving the use, generation, release, treatment, discharge, emission, escape, seepage, leakage, spillage, handling, storage, transportation, disposal or clean-up of Hazardous Substances on, at or under the Property or adjacent thereto, or in connection with Borrower's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Borrower, Indemnitor or the

Property (an "Environmental Complaint") from any person or entity or governmental agency or body (including, without limitation, the EPA), then Indemnitior shall immediately notify Lender orally and in writing of said notice. Lender shall have the absolute right not to fund any undisbursed proceeds of the Loan unless and until the Environmental Complaint is dismissed or otherwise resolved to Lender's reasonable satisfaction.

12. Any material breach of any warranty, representation, covenant or agreement contained herein shall also be an Event of Default under the Loan Documents and shall entitle Lender to exercise any and all remedies provided in the Loan Documents, and those remedies permitted by law. Any Event of Default any of the Loan Documents shall constitute an Event of Default hereunder. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served as provided in the Mortgage.

13. **Miscellaneous.** If there shall be more than one Indemnitior, each Indemnitior agrees that (i) the obligations of the Indemnitior hereunder are joint and several, (ii) a release of any one or more Indemnitior or any limitation of this Agreement in favor of or for the benefit of one or more Indemnitior shall not in any way be deemed a release of or limitation in favor of or for the benefit of any other Indemnitior, and (iii) a separate action hereunder may be brought and prosecuted against one or more Indemnitior. If any term of this Agreement or any application thereof shall be invalid, illegal or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby and shall remain in full force and effect. No delay or omission in exercising any right hereunder by Lender shall operate as a waiver of such right or any other right. This Agreement shall be binding upon and inure to the benefit and detriment of Indemnitior and Lender, and their respective successors, heirs, executors, administrators, and assigns, including (without limitation) any assignee or purchaser of all or any portion of the Loan, the Loan Documents or the Property. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Time is of the essence as to all terms herein. In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to recover its' reasonable attorneys' fees and costs incurred on all levels (trial, appellate and bankruptcy). Venue for any proceeding arising under this Agreement shall be Broward County, Florida, or any other County designated by Lender. In any action, suit or proceeding relating to this Agreement, the Indemnitior and Lender waive the right to interpose a defense of the statute of limitations or laches or to assert any set-off or counterclaim.

14. Indemnification. The undersigned who, being first duly sworn under oath, deposes, states, warrants and represents as follows:

1. Borrower holds a leasehold interest in the Property.

2. Indemnitor has undertaken such inquiry into the previous ownership and uses of the Property as is consistent with good commercial practice in an effort to minimize liability with respect to Hazardous Substances.

3. The Property is presently free from contamination by or the presence of Hazardous Substances, and the Property and activities conducted thereon do not pose any significant hazard to human health or the environment or violate any applicable federal, state or local laws, ordinances, rules, regulations or requirements pertaining to Hazardous Substances (including, but not limited to, any "Environmental Laws").

4. The Property and any improvements now or hereafter located thereon have not in the past been used, are not presently being used, and will not be used for such time as the Loan is outstanding to Lender for the generation, release, treatment, discharge, emission, handling, storage, transportation, or disposal of Hazardous Substances.

INDEMNITOR HEREBY WAIVES ANY OBJECTION TO VENUE BEING IN COURTS LOCATED IN BROWARD COUNTY, FLORIDA AND TO ANY DISPUTE ARISING OUT OF THE LOAN TRANSACTION. INDEMNITOR AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE NOT TO SEEK A TRIAL BY JURY AND WAIVE ALL RIGHTS TO HAVE SAME IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, CROSS-CLAIMS, THIRD PARTY CLAIMS) ARISING IN CONNECTION WITH THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, AND THE TRANSACTIONS CONTEMPLATED THEREIN AND ALL AND ANY COMBINATION OF THE FOREGOING. INDEMNITOR ACKNOWLEDGES THAT THE LENDER HAS BEEN INDUCED TO ENTER INTO THE LOAN BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Agreement on this 4th day of December, 2025.

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY, a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes

[Signature]
Print Name Miriam CIVIL

By: Rickelle Williams
Rickelle Williams, Executive Director

[Signature]
Print Name Keyandre Haynes

By: [Signature]
David R. Soloman, CRA Secretary

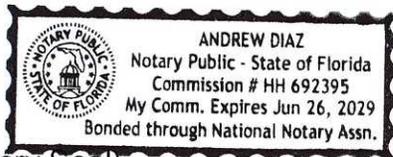


APPROVED AS TO FORM AND CORRECTNESS:
D'Wayne Spence, Interim General Counsel

[Signature]
By: _____
Lynn Solomon,
Assistant General Counsel

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of December, 2025, by means of physical presence or online notarization by Rickelle Williams, as Executive Director of Fort Lauderdale Community Redevelopment Agency, who is personally known to me OR produced _____ as identification and who did not take an oath.



(Notary Seal)

Andrew Diaz
Notary Signature
Print Name: Andrew Diaz
NOTARY PUBLIC
Commission No: _____
Commission Expires: _____

WITNESSES:

[Signature]
[Witness #1 Signature]

Joseph Requiristain
[Witness #1 Print Name]

Elaine Paula dos Santos
[Witness #2 Signature]

ELAINE PAULA DOS SANTOS
[Witness #2 Print Name]

BORROWER/INDEMNITOR

SISTRUNK APARTMENTS, LLC,
a Florida limited liability company

By: Sistrunk Apartments Manager, LLC, a Florida
limited liability company, its manager

By: Magellan Housing LLC, a Florida
limited liability company, its manager

By: [Signature]

Nikul A. Inamdar, Member

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

ss.:

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 3 day of December, 2025 by Nikul A. Inamdar, as a member of Magellan Housing LLC, a Florida limited liability company, as the manager of Sistrunk Apartments Manager, LLC, a Florida limited liability company, as the manager of Sistrunk Apartments, LLC, a Florida limited liability company, on behalf of the limited liability companies, who [] is personally known to me or [] has produced a valid driver's license as identification.

[Notary Seal]

Elaine Paula dos Santos
Notary Public
Print Name: ELAINE PAULA DOS SANTOS
My Commission Expires: December 14, 2026
My Commission No.: HA3412021

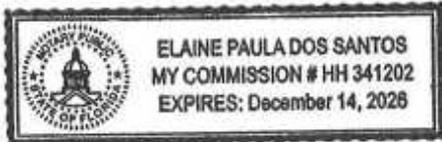


EXHIBIT "A"
LEGAL DESCRIPTION

That leasehold interest created by that Ground Lease by and between Fort Lauderdale Community Redevelopment Agency, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes, as Lessor, and Sistrunk Apartments, LLC, a Florida limited liability company, as Lessee, dated as of December 1, 2025, recorded herewith, over the following described lands:

PARCEL 1:

Lots 9, 10, 11 and 12, Block 11, Less Road, LINCOLN PARK FIRST ADDITION, a Subdivision according to the plat thereof, as recorded in Plat Book 5, Page 1, of the Public Records of Broward County, Florida.

PARCEL 2:

Lot 2, Block 5, Less Road, of FIRST ADDITION TO TUSKEGEE PARK, a subdivision of Section Four (4), Township Fifty (50) South, Range Forty-Two (42) East, a subdivision according to the plat thereof, as recorded in Plat Book 9, Page 65, of the Public Records of Broward County, Florida.

PARCEL 3:

Lots 5, 6, Block 11, Less Road, LINCOLN PARK FIRST ADDITION, a Subdivision according to the plat thereof, as recorded in Plat Book 5, Page 1, of the Public Records of Broward County, Florida.

PARCEL 4:

Lots 3 and 4, Block 5, Less Road, FIRST ADDITION TO TUSKEGEE PARK, according to the plat thereof, as recorded in Plat Book 9, Page 65, of the Public Records of Broward County, Florida.

PARCEL 5:

Lots 5 and 6, Block 5, FIRST ADDITION TO TUSKEGEE PARK, according to the plat

thereof as recorded in Plat Book 9, Page(s) 65, Public Records of Broward County, Florida.

Less and except therefrom:

That portion of Lots 5 and 6, Block 5 of FIRST ADDITION TO TUSKEGEE PARK, according to the plat thereof as recorded in Plat Book 9, Page 65, Broward County records, described as follows:

Begin at the Northwest corner of said Lot 5: thence go South $89^{\circ} 45' 50''$ East along the North line of Lots 5 and 6, 77.52 feet to the Northeast corner of Lot 6: thence South $00^{\circ} 04' 10''$ West along the East line of Lot 6, 33.18 feet: thence North $89^{\circ} 55' 50''$ west, 5 feet to an intersection with a circular arc concave to the Southwest, the tangent of said arc bearing North $00^{\circ} 04' 10''$ East: thence Northwesterly along said arc having a radius of 20 feet and a central angle of $89^{\circ} 46'$, an arc distance of 31.33 feet to a point of tangency on a line 35 feet South of and parallel to the North boundary of the SE $1/4$ of section 4, Township 50 south, Range 42 east: thence North $89^{\circ} 41' 50''$ West along said parallel line, 52.62 feet to the west line of Lot 5: thence North $00^{\circ} 08' 10''$ East along said west line, 13.19 feet to the Point of Beginning.

PARCEL 6:

Lots 7 and 8, Block 11, Less Road, LINCOLN PARK FIRST ADDITION, a Subdivision according to the plat thereof, as recorded in Plat Book 5, Page 1, of the Public Records of Broward County, Florida.