

Town of Lauderdale-By-The-Sea

Regular Town Commission

Agenda

Tuesday, May 13, 2025

6:30 PM



Jarvis Hall 4505 N. Ocean Drive
www.Lauderdalebythesea-fl.gov

LAUDERDALE-BY-THE-SEA TOWN COMMISSION

Mayor Edmund Malkoon
Vice Mayor Randy Strauss
Commissioner Richard DeNapoli
Commissioner John A. Graziano
Commissioner Theo Pouloupoulos

Linda Connors, Town Manager
Susan Trevarthen, Town Attorney
Katrina Adler, Town Clerk

Regular Town Commission

Tuesday, May 13, 2025, 6:30 PM

Jarvis Hall 4505 N. Ocean Drive

1. **CALL TO ORDER, MAYOR EDMUND MALKOON**
2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **INVOCATION by Pauline Brooks McGuiness representing the Bahai Faith**
4. **ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**
5. **PRESENTATIONS**
 - 5.a. IPW Conference 2026
 - 5.b. National Safe Boating Week Proclamation
 - 5.c. Proclamation for “National Police Week” and “National Peace Officers Memorial Day”
6. **PUBLIC COMMENTS**
7. **PUBLIC SAFETY DISCUSSION**
8. **TOWN MANAGER REPORT**
 - 8.a. Town Manager Report
9. **TOWN ATTORNEY REPORT**
10. **APPROVAL OF MINUTES**
 - 10.a. Approval of Minutes
11. **CONSENT AGENDA**
12. **OLD BUSINESS**
13. **NEW BUSINESS**
 - 13.a. Application for Relief of Code Compliance Lien - Whittier Towers Condominium - 1439 S Ocean Drive, Lauderdale-By-The-Sea, FL, 33308
 - 13.b. Dive into Summer 2025
 - 13.c. Fourth of July 2025
14. **COMMISSIONER PRESENTATIONS**
15. **COMMISSIONER COMMENTS**
16. **ORDINANCES 1st Reading**
17. **ORDINANCES 2nd Reading**

- 17.a.** ORDINANCE 2025-04 AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5, "BEACHES AND WATERWAYS," ARTICLE I, "IN GENERAL," SECTION 5-7, "FISHING REGULATED; EXHIBITING FISH ON BEACH AND SPEARFISHING PROHIBITED," OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

18. RESOLUTIONS – PUBLIC COMMENTS

19. QUASI JUDICIAL PUBLIC HEARINGS

20. ADJOURNMENT

THE TOWN OF LAUDERDALE-BY-THE-SEA WILL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES NECESSARY TO AFFORD INDIVIDUALS AN EQUAL OPPORTUNITY TO PARTICIPATE IN MEETINGS OF THE TOWN COMMISSION. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING

SHOULD CONTACT THE TOWN CLERK NO LATER THAN TWO (2) DAYS PRIOR TO THE MEETING AT (954) 640-4200 FOR ASSISTANCE.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE TOWN COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSES MAY NEED TO ENSURE THAT A VERBATIM RECORDING OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PROCEDURES FOR PUBLIC COMMENTS:

Public Comments may address issues that are not on this meeting's agenda, but should relate to the business of the Town, and should not contain personal attacks. If your comment requires follow up, the Town Manager will have a staff person respond to your concerns, and will advise us of the outcome.

The Town Clerk will read off the names of those who have signed up to speak. When your name is called, please come to the podium, state your name for the record, and indicate whether you are a Town resident. Do not state your address. You have up to three minutes to make your comments, but there is no requirement to use the entire time. If you wish to address a particular Commissioner or member of Town Administration, please do so by use of their title.

If you wish to approach the Commission dais to hand out a document or for some other reason, please request permission and state your reason for doing so. All documents to be provided to the Commission should be handed to the Town Clerk for distribution.

These procedures have been developed to assure that the Town Commission meeting time is efficiently used, and that meetings are conducted in a polite and respectful manner. More information on the decorum rules for Town Commission meetings is available in Section 2-23 of the Town Code of Ordinances.

INVOCATION:

The Invocation before each Town Commission meeting is a voluntary service of a private citizen, offered to serve the spiritual needs of the members of the Town Commission and solemnize the meeting. It is not intended to be an opportunity to advance or disparage one faith or belief over another. The views expressed in the Invocation have not been previously reviewed by the Town and do not necessarily represent the beliefs of any Town employee or official. No person is required to be present at or participate in the Invocation, and the decision whether to be present or participate in the Invocation will not affect any person's right to actively participate in the official business of the Town or obtain any benefit from the Town. The Town's written Invocation policy is available on its website, and upon written request to the Town Clerk.all static



Agenda Item No: 5.a.

Town Commission Agenda Item Report

Meeting Date: May 13, 2025

Submitted By: Katie Anderson, Events & Marketing Manager

Submitting Department: Administration

Item Type: Presentations

Agenda Section: PRESENTATIONS

Subject Title: IPW Conference 2026

Explanation: Stacy Ritter will present information about the upcoming IPW conference.

Recommendation: N/A

Exhibits: None



Agenda Item No: 5.b.

Town Commission Agenda Item Report

Meeting Date: May 13, 2025

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: National Safe Boating Week Proclamation

Explanation: Mayor Malkoon will read a proclamation designating May 17-23, 2025 "National Safe Boating Week".

Recommendation: N/A

Exhibits:

1. National Safe Boating Week

Proclamation

*Issued by the Governing Body of the Town of
Lauderdale-By-The-Sea, Florida*

Whereas, For over 100 million Americans, boating continues to be a popular recreational activity, and

Whereas, from coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling, and fishing, and

Whereas, during National Safe Boating Week, the U.S. Coast Guard, and the National Safe Boating Council, along with federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly, and

Whereas, safe boating begins with preparation, and

Whereas, the Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 75 percent of boating fatalities, and

Whereas, through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season, and

Whereas, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year, and

Whereas, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

Whereas, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment or environmental factors; and

Whereas, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

Therefore, I, Mayor Edmund Malkoon, on behalf of the Town Commission, do hereby support the goals of the Safe Boating Campaign and proclaim *May 17-23, 2025* as

"National Safe Boating Week"

and the start of the year-round effort to promote safe boating and urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating.



*In witness whereof we have hereunto set our hands and caused
this seal to be affixed*

Edmund Malkoon, Mayor

Katrina Adler, Town Clerk



Agenda Item No: 5.c.

Town Commission Agenda Item Report

Meeting Date: May 13, 2025

Submitted By: William Wesolowski, Captain, Broward County Sheriff's Office

Submitting Department: Public Safety

Item Type: Presentation

Agenda Section: PRESENTATIONS

Subject Title: Proclamation for "National Police Week" and "National Peace Officers Memorial Day"

Explanation: In 1962, President Kennedy and Congress designated May 15th each year as "National Peace Officers Memorial Day" and the calendar week in which May 15th falls, as "National Police Week", which is May 11th – 17th, 2025. This proclamation recognizes and commemorates the dedication of police officers to preserve the rights of citizens and keep them and their communities safe.

Recommendation: N/A

Exhibits:

1. Nation Police Week

Proclamation

*Issued by the Governing Body of the
Town of Lauderdale-By-The-Sea, FL*

WHEREAS, In 1962, President Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls, as National Police Week. Established by a joint resolution of Congress in 1962, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others; and

WHEREAS, the International Association of Chiefs of Police has declared law enforcement officer safety and wellness a top priority, and the IACP's Center for Officer Safety and Wellness promotes the importance of individual, agency, family, and community safety and wellness awareness; and

WHEREAS, the members of our law enforcement agency for the Town of Lauderdale-By-The-Sea play an essential role in safeguarding the rights and freedoms of the citizens of the Town; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the police department of the Town of Lauderdale-By-The-Sea has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service.

NOW, THEREFORE, I, Edmund Malkoon, Mayor of the Town of Lauderdale-By-The-Sea, Florida, call upon all citizens of the Town of Lauderdale-By-The-Sea and upon all patriotic, civil and educational organizations to observe the

week of **May 11th-17th, 2025** as **"NATIONAL POLICE WEEK"** with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon Town citizens to observe **May 15, 2025** as **"NATIONAL PEACE OFFICERS MEMORIAL DAY"** to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

*In witness whereof we have hereunto set our
hands and caused this seal to be affixed*



Edmund Malkoon, Mayor

Katrina Adler, Town Clerk



Agenda Item No: 8.a.

Town Commission Agenda Item Report

Meeting Date: May 13, 2025

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Town Manager Report

Agenda Section: TOWN MANAGER REPORT

Subject Title: Town Manager Report

Explanation: Following is the Town Manager's report for May 13, 2025.

1. Water Taxi

As you know, the water taxi has a stop in Lauderdale-By-The-Sea at Blue Moon Fish Company. We have made arrangements to sell the tickets at our Visitor Center and Town Hall. The town earns a small commission for each ticket sold.



2. Playground Update

The playground equipment has arrived! Construction to install it begins on May 12th. Over the next several months, the children's playground will be transformed into a new space with fun equipment and whimsical ground cover. Needless to say, the children's playground at Friedt Park is closed until construction is finished, which we anticipate to be at the end of July. We look forward to hosting an open house celebration when it is completed.

3. Farmer's Market

The 2024-2025 Farmers Market season concluded Sunday, May 4th. We saw several changes to this season's markets that were well-received by attendees and vendors, including more regularly scheduled live music, more frequent specialty days, and a variety of new market vendors introduced. We want to thank Community Markets of South Florida for continuing to grow and enhance the market experience, and we will look forward to the market's return in December.

4. Surtax Update

The Broward City Manager's Association and Broward County have completed their review and are recommending a third amendment to the Surtax Agreement. This proposed agreement will standardize funding available to the municipalities based on the number of their centerline roadway miles. It also allows municipalities to use the surtax funding for micro-transit (Circuit) and R&M projects. The County will review the proposed amendment at their first June meeting. Staff will tentatively schedule the Town's review at the June 24th Commission meeting contingent on the County's consideration.

5. BCCMA Scholarship

The Broward County City Management Association is accepting applications for its scholarship program. Eligible students will be enrolled for the Summer/Fall 2025 and be pursuing a Bachelor's or Master's degree with a major in public administration, political science, or a government-related field. Please see the attached flyer and application for more information.

6. Broward League of Cities Gala

The Broward League of Cities is holding its annual gala on June 7th at Margaritaville Beach Resort in Hollywood, Florida, starting at 6:30 pm. The Board of Directors (and alternates) are installed at this time. The Town's representatives were selected by the Commission and are Mayor Malkoon, Commissioner DeNapoli (1st Alternate) and Commissioner Pouloupoulos (2nd Alternate). The Town supports this important organization through the purchase of a table at the event. Please let Katie know if you will be attending. As a reminder, the Town's Dive Into Summer event is also on this date.

7. Upcoming Meetings

Date	Meeting	Time
May 22	Special Magistrate	5:00 PM
May 27	Commission Meeting	6:30 PM
June 3	Charter Review Board	5:00 PM
June 4	Planning and Zoning Board	6:00 PM

Recommendation: N/A

Exhibits:

1. BCCMA scholarship Flyer and application 2025 REV 5.5.25

BCCMA 2025 SCHOLARSHIP ANNOUNCEMENT



**DEADLINE TO APPLY IS
JUNE 6, 2025**

ELIGIBILITY REQUIREMENTS

- Be enrolled during the summer or fall of 2025 and be pursuing a bachelor's or master's degree in an accredited program
- Be pursuing a major in public administration, political science, or a government related field
- Be a permanent resident of Broward County
- Have a minimum cumulative unweighted grade point average of 2.5 (on a 4.0 scale), verified by a school transcript
- Government employees that are receiving tuition reimbursement from their employers are ineligible



ABOUT BCCMA

The Broward County City Managers' Association (BCCMA) is pleased to announce the 2025 Scholarship Program to support students pursuing education and careers in Public Administration. Supporting the educational endeavors is aligned with BCCMA's goal of community problem solving and improving the quality of life for the residents of Broward and the various communities which we serve.

Qualifying students must submit a completed application. The application must include an essay telling us about your educational aspirations, future goals and career plans in public service, and why you believe public service is important. Additionally, an official transcript, a resume and two letters of recommendation are required to be considered for the scholarship.

Please contact the BCCMA Scholarship Committee at: bccmascholarship@gmail.com if you have any questions.

Complete the attached application and submit along with required attachments to bccmascholarship@gmail.com. To request an electronic version, send an email to bccmascholarship@gmail.com and one will be forwarded to you. Applications must be submitted by 5:00 p.m. on June 6, 2025. Finalists will be contacted via email for oral interviews to be held shortly thereafter.

BROWARD COUNTY CITY MANAGEMENT ASSOCIATION

SCHOLARSHIP PROGRAM APPLICATION

2025-2026 Academic Year

Deadline: June 6, 2025

Email application and attachments to:

bccmascholarship@gmail.com

*Please respond to the following questions and provide **ALL** requested documentation.*

Incomplete applications will not be considered.

Attach essay, resume, two (2) reference letters and official transcript.

Name:

(Last)

(First)

(Middle)

Home Address:

(Street)

(City)

(State)

(Zip Code)

Email Address:

Home Telephone Number:

Cell Phone Number:

Name of School Currently Attending:

Unweighted GPA:

Community Service Hours Completed:

University Attending:

Degree Program/Major:

List awards and special recognitions you've received during the last 3 years. (Attach additional document if necessary)

Required Attachment: In an essay, tell us about your educational aspirations, future goals and career plans in public service, and why you believe public service is important. (Attach separate typewritten document – 250 words minimum/500 words maximum)

Required Attachment: In a resume, include offices/leadership positions held, community service projects, fundraisers, or other activities. (Attach separate typewritten document)

Required Attachment: Two reference letters

Required Attachment: Official Transcript

Deadline is June 6, 2025

Email application and attachments to: bccmascholarship@gmail.com



Agenda Item No: 10.a.

Town Commission Agenda Item Report

Meeting Date: May 13, 2025

Submitted By: Katrina Adler, Town Clerk

Submitting Department: Administration

Item Type: Approval of Minutes

Agenda Section: APPROVAL OF MINUTES

Subject Title: Approval of Minutes

Explanation: Draft minutes available for review for the following meetings:

- March 29, 2025 Visioning and Strategic Planning Meeting
- April 8, 2025 Regular Commission Meeting
- April 22, 2025 Visioning and Strategic Planning Meeting
- April 22, 2025 Regular Commission Meeting

Recommendation: Accept/Approve

Exhibits:

1. 3-26-25 Workshop Minutes
2. 4-8-25 Regular Commission Meeting
3. 4-22-25 Workshop Minutes
4. 4-22-25 Regular Commission Meeting



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
WORKSHOP MINUTES
Jarvis Hall
4505 Ocean Drive
Saturday, March 29, 2025
9:00 AM**

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 9:00 a.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, Deputy Town Manager/Public Works Director Ken Rubach.

2. PLEADGE OF ALLEGIANCE TO THE FLAG

3. PUBLIC COMMENTS

4. DISCUSSION ITEM

a. Visioning and Strategic Planning

Jamie Titcomb, Strategic Planner, discussed the strategic planning process with the Commission and the residents of Lauderdale-By-The-Sea and listened to those in attendance about their opinions on the community strengths and opportunities. He stated that data collected from a community survey will be compiled into a final report.

5. ADJOURNMENT

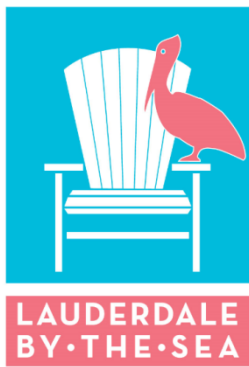
The meeting was adjourned at 11:00 a.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
Jarvis Hall
4505 N. Ocean Drive
Tuesday, April 8, 2025
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:30 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, Deputy Town Manager/Public Works Director Ken Rubach, Town Attorney Susan L. Trevarthen, Director of Budget and Finance Lucila Lang, Assistant Director of Budget and Finance Edner St. Jean, Assistant to the Town Manager Courtney Easley, Development Services Director Jhanelle Campbell, and Events and Marketing Manager Katie Anderson.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Pauline Brooks McGuinness gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. 2025 Arbor Day Proclamation

Mayor Malkoon read a Proclamation recognizing Friday, April 25, 2025 as Arbor Day in Lauderdale-By-The-Sea.

b. Child Abuse Prevention Month Proclamation

Mayor Malkoon read a Proclamation recognizing April 2025 as Child Abuse Prevention Month in Lauderdale-By-The-Sea.

c. El Prado Park Update

Deputy Town Manager/Public Works Director Ken Rubach reported that on February 28, 2025, Hitchcock Design Group held a community meeting to gather input on proposed renovations for El Prado Park. Staff also made a survey available to residents through social media and a QR code. 128 responses were received and have been incorporated into potential designs.

Immediately prior to tonight's Commission meeting, the Town held a second residents' meeting to discuss the proposed concepts. Alex Fenech, representing Hitchcock Design Group, briefly reviewed the responses from the survey and meeting, which indicated the following:

- Most residents visit the park for passive uses
- 30% of respondents requested no changes/retention of existing features
- Suggestions included bike racks, a water feature, public art, shade structures, synthetic turf, game options, drinking fountains, a children's playground, and wifi and electrical access

Mr. Fenech noted that the Hitchcock team prepared samples of images that are consistent with the Town's preferred architectural style of Mid-century Modern, as well as potential programmatic aspects. They worked closely with Town Staff to develop two concepts for the park, which he reviewed for the Commission.

Mr. Fenech concluded that the resident meeting immediately preceding tonight's Commission meeting indicated that most residents preferred Concept A but reacted positively to both options. He requested Commission direction on how to proceed toward final consensus on a design.

Deputy Town Manager/Public Works Director Rubach clarified that the estimated budget for El Prado Park improvements is approximately \$1 million, of which the Town currently has \$775,000 in the Capital Improvement Program. Staff is also looking into the possibility of grant funds. The estimated delivery date for the project would be nine months.

Mayor Malkoon spoke in favor of Concept B, which features a Mid-century Modern pavilion design as well as a low water feature at the park entrance. Commissioner Pouloupoulos also favored Concept B, but asked if the Farmers Market would still be able to use the sidewalks to move its materials. Deputy Town Manager/Public Works Director Rubach confirmed this, adding that the fountain could be shut off during Farmers Market hours.

Commissioner Pouloupoulos added that he was in favor of natural rather than synthetic turf throughout the park.

Vice Mayor Strauss commented that he preferred Concept A, although he was pleased with both options. He suggested that a below-grade fountain could allow for alternative use of its square footage, and recommended a slight change in grade which would slope toward the ocean.

Commissioner DeNapoli also preferred Concept A and was not in favor of a water feature or stepped platform. He recommended retaining ocean views and the current architectural shade structure, noting that a majority of respondents indicated they would not like to see significant changes to the park.

Commissioner Graziano stated that he preferred Concept B, which would enhance the park without changing it. He recommended caution if a hammock area is installed.

At this time Mayor Malkoon opened public comment.

Marc Pearson, resident, recommended against a hammock grove, and concluded that street views should remain as open to the water as possible.

With no other individuals wishing to speak at this time, Mayor Malkoon closed public comment.

Mayor Malkoon summarized Commission consensus in favor of Option B, with the potential option of a fountain. Commissioner Pouloupoulos requested that different fountain concepts be presented when the team comes back before the Commission.

Mr. Fenech concluded that he would bring a more refined version of Concept B back to the Commission's May 6, 2025 meeting.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment.

Barbara McGuinness, president of the Lauderdale-By-The-Sea Garden Club, thanked the Commission for its Arbor Day Proclamation, and invited all residents to attend an

upcoming tree planting event. The Garden Club has been in existence for 70 years and appreciates the longtime support of Town Staff.

Marc Pearson, resident, briefly reviewed concerns expressed the previous year regarding a house under construction in his neighborhood. He had felt plans for the property were in violation of Town Ordinances and filed appeals which were determined to be submitted too late.

Mr. Pearson advised that following further research, he believes several of the Town's single-family residences are in similar violation of Town Ordinances. He planned to continue submitting Freedom of Information Act (FOIA) requests to review plans and file appeals.

Kym Miranda, president of the Bel Air Civic Association, reported that a resident of the Bel Air neighborhood experienced a carjacking the previous day. She encouraged all residents to be vigilant and aware of their surroundings. She also advised that all Bel Air residents are in favor of burying power lines in that neighborhood, as some wooden poles have caught fire in the past.

Ellen Dunne, resident, noted that a house at 230 Pine Avenue has remained vacant for several years, and expressed concern for the safety of nearby residents. She asked if there is a process by which the Town could have the structure demolished.

Tim Crawford, resident, expressed concern with traffic on Algiers Avenue. He requested feedback from the Town on how this traffic might be slowed and/or minimized without implementing the traffic divider recently proposed in an online survey, as residents are not in favor of that option.

Matt Hoffman, resident, also requested that the Town consider burying power lines in the Bel Air neighborhood, noting that wooden poles can catch fire.

Kelly Byron, resident, stated that she represents 16 townhome owners on Poinciana Street. She also expressed concern with "cut-through" traffic in that area, and requested that the Commission consider alternative traffic calming measures such as speed bumps or enhanced enforcement.

Carolyn Foster, resident, also requested consideration of traffic calming options in the North Silver Shores neighborhood, as the proposed divider would negatively affect residents of that community and did not address roadways other than Seagrape Drive.

Denise Ingrao, resident, also addressed traffic calming in North Silver Shores, stating that the divider would be more of an inconvenience to residents than a traffic calming measure. She suggested that a greater law enforcement presence could be helpful.

With no other individuals wishing to speak at this time, Mayor Malkoon closed public comment.

7. PUBLIC SAFETY DISCUSSION

None.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors introduced new Assistant Development Services Director David Lee, formerly of CAP Government.

Town Manager Connors encouraged residents to attend the Town's visioning workshops, the first of which was held at the end of March. Residents were asked to provide their thoughts on what they hope the Town may look like in the future. The next workshop is scheduled for April 22, 2025 at 5 p.m., and a survey is available online.

There were over 130,000 new users and more than 344,000 views to the Town's website, with the most popular pages being Circuit-By-The-Sea, the Town calendar, and the agendas and meetings page.

The Broward League of Cities will hold its 68th annual gala at the Margaritaville Resort on June 7, 2025. Town Manager Connors requested Commission direction regarding their preferred level of sponsorship. It was determined that the Town would retain its \$5000 sponsorship level for a table of 10, which is in the current budget.

Town Manager Connors recalled that earlier in the year, the Commission voted to recommend implementation of a fare for Circuit use, which began at \$2/ride in mid-January 2025. Thus far, the Town has collected slightly over \$10,000 through March 3, 2025. Ridership reached 11,000 in February 2025, with average wait times of 10-11 minutes. Peak demand hours are 5 p.m. through 7 p.m. on Fridays. To reduce wait time, the Town would need roughly 10 vehicles rather than its current three.

Town Staff has asked Circuit to look into the potential cost of adding a part-time vehicle during peak hours only. Another option is providing cars as well as smaller vehicles, asking Fort Lauderdale to absorb more of the costs, and looking into grant opportunities.

Mayor Malkoon commented that he would like to see the percentage of rides that originate from the Galt Ocean Mile or the Coral Ridge Mall, both of which are in Fort Lauderdale. Town Manager Connors advised that while some pickups occur on the Galt Ocean Mile, the most frequented destinations are in Lauderdale-By-The-Sea. The requested information will be sent to the Commissioners and posted on the Town's website.

Town Manager Connors continued that the Town's regular Easter event is scheduled for Saturday, April 19, 2025 from 9 a.m. to 11 a.m. in Friedt Park. A new event, Movies in the Park, is scheduled for Friday, April 11, 2025 in El Prado Park, beginning at 6 p.m. This event will include a movie, complimentary popcorn, and themed entertainment.

The U.S. Travel Association's International Passenger Week (IPW) conference will be held in Fort Lauderdale in 2026 and will host officials from 60 different countries, with an estimated economic impact of over \$14 billion over the next few years. Events and Marketing Manager Katie Anderson is a member of the preliminary planning committee for this event and is working to determine how the Town, and organizations such as the Merchants Association, Chamber of Commerce, and Lodging Association, can be included in this program.

9. TOWN ATTORNEY REPORT

Town Attorney Susan Trevarthen reported that there is significant activity in the Florida Legislature with respect to the preemption of municipal home rule. Many of the amendments filed in relation to the Live Local Act are currently active in committees. The Town remains engaged through its lobbyist team and is monitoring this activity.

10. APPROVAL OF MINUTES

a. Approval of Minutes for March 11, 2025

Vice Mayor Strauss made a motion, seconded by Commissioner DeNapoli, to approve the minutes of March 11, 2025. Motion carried 5-0.

11. CONSENT AGENDA

None.

12. OLD BUSINESS

None.

13. NEW BUSINESS

a. Commissioner Graziano's Request to Adopt a Resolution to Include Lauderdale-By-The-Sea on the List of Eligible Municipalities for Undergrounding Utilities

Commissioner Graziano stated that Florida Power and Light (FPL) publishes guidelines for the undergrounding of power lines, and copies are available at tonight's meeting. The Florida Public Service Commission, which is a state entity that is intended to serve as a partner to FPL, balances the needs of the utility and its shareholders with the needs of consumers. He felt that entity should more accurately represent consumers, and emphasized the need to bury power lines in the Town's neighborhoods, recalling instances of concern such as power outages, poles catching fire, and transformers failing.

Commissioner Graziano continued that he would like the Town's vulnerable neighborhoods to be included in Florida's Storm Secure Underground Program (SSUP). Neighborhoods in this program are selected by FPL and approved by the FPSC.

Commissioner Graziano recalled that the previous week, feeder lines were extended over the bridge into the Terra Mar neighborhood. He stated that Terra Mar, Bel Air, and other vulnerable neighborhoods can now bury their lateral lines. There are no up-front costs associated with SSUP.

Commissioner Graziano asked that the Commission support the request that some Town neighborhoods be considered for eligibility in the SSUP. Another alternative is that the municipality itself may pay for this service. He noted that he has been unable to place these neighborhoods on the eligibility list thus far, and requested clarification of why they may not be eligible if that is the case. Adjacent municipalities including

Pompano Beach, Lighthouse Point, and Fort Lauderdale have neighborhoods which are eligible for the program.

Mayor Malkoon thanked Commissioner Graziano for bringing this issue forward, noting that he has pursued this effort on behalf of vulnerable neighborhoods in Lauderdale-By-The-Sea since his campaign for office. He clarified that the Resolution associated with this Agenda Item states the Town would like its vulnerable neighborhoods to be included in the SSUP.

Christine Shaw, External Affairs Manager for FPL, explained that since 2016, FPL has invested significantly in the hardening of many of its major lines across service areas throughout Florida. The recently adopted undergrounding program considers neighborhood power lines as one aspect of its storm protection initiative.

Ms. Shaw continued that FPL and FPSC annually assess the vulnerability of all neighborhoods across the state, prioritizing the most vulnerable neighborhoods for addition to the program. They plan to hold a meeting in May 2025 with undergrounding and storm hardening staff, as well as Commissioner Graziano, representatives of the Town's homeowners' associations, State Representative Chip LaMarca, and State Senator Jason Pizzo, to discuss concerns about hardening in vulnerable areas and to discuss options.

Dr. Michelle Saunders, also representing FPL, advised that the lateral hardening program known as SSUP is one of several initiatives in the current 10-year storm protection plan. This plan is regularly reviewed by the FPSC. The program takes a data-driven approach to identify where hardening initiatives and investments should be made. Data includes previous named storms, vegetation outages, and other reliability information over a rolling 10-year period.

Dr. Saunders explained that there are 27,000 miles of existing lateral lines, which means it would take decades to harden all lines for the neighborhoods served by FPL. The SSUP prioritizes projects in a fair and objective manner. According to the most recent data assessment for Lauderdale-By-The-Sea, the feeder lines serving its neighborhoods are performing well in comparison to others throughout the state.

The FPSC-approved criteria for prioritization focus on areas with the lowest reliability. While the Town's neighborhoods are eligible for the program, other areas are performing more poorly and are at a higher priority.

Mayor Malkoon requested clarification of the hardening activities already undertaken or underway by FPL in Lauderdale-By-The-Sea. Kasey Raymo, Engineering Lead for North Broward power delivery, recalled that the first storm hardening program followed Hurricane Wilma and upgraded feeder lines and increased wire size. This program has already been completed.

Ms. Shaw noted that some communities, such as neighborhoods in Pompano Beach, chose to pay for the undergrounding of their lines.

Commissioner Graziano asked why a municipality such as Pompano Beach would choose to pay for the burial of its lines when they are eligible for the SSUP. Dr. Saunders explained that some neighborhoods do not want to wait on the list.

Ms. Shaw further explained that since 2006, FPL has invested in the hardening of its infrastructure throughout Florida. Dr. Saunders added that the hardening initiative discussed with Commissioner Graziano is specifically for lateral lines; feeder lines are also being hardened as part of a separate program.

Commissioner Graziano emphasized the importance of planning for the Town's communities by ensuring they are on the SSUP scheduled list, even if burial of their lines would not be completed for some time. Dr. Saunders advised that when a neighborhood is on the immediate list, the utility meets with those neighborhoods typically 12 to 18 months in advance of the project's beginning.

Vice Mayor Strauss requested clarification of the term "hardening." Ms. Raymo explained that hardening the feeder and lateral lines are two different issues. In reference to feeder lines, it may include upgrading from wooden to concrete poles and upgrading wires to a larger size that can withstand a greater wind load.

Vice Mayor Strauss asked how the priority of replacing wooden poles with concrete is determined, noting that some of the Town's wooden poles appear to be leaning. Ms. Raymo advised that this is a subjective decision based on the condition of the wood. Residents may contact FPL to inform them of leaning or damaged poles.

Vice Mayor Strauss also asked how hardening would address lateral lines. Dr. Saunders replied that this includes undergrounding the lines that extend to homes. Ms. Raymo advised that lateral lines extend from the feeder backbone on A1A. The SSUP buries lines that extend from weatherheads to poles. The feeder backbone would not be placed underground, although lines extending from it would be buried.

Vice Mayor Strauss asked if, should laterals be buried in a given neighborhood, residents would still see feeder poles on the roadway. Ms. Raymo stated that the lateral power lines would be buried, although the poles would remain for use by other utilities.

Vice Mayor Strauss noted that when lateral lines are buried, there may be boxes in front of some homes in the neighborhood. Dr. Saunders explained that a design team determines the load for each property; based on that load, the number of transformers required for the design to be successful is determined. During the outreach process, the team shares conceptual designs with property owners for the proposed location of transformers. She emphasized the voluntary nature of the program, pointing out that the placement of transformers in a neighborhood is important to the program's success.

Vice Mayor Strauss requested additional information on the option of municipalities or neighborhoods undertaking their own undergrounding projects. Ms. Shaw replied that these costs depend upon the scope of work for each area. This undergrounding is separate from SSUP and typically includes telecommunications as well as power lines. An individual homeowner could pay for the burial of their own line if they wish; if an entire community wants to bury its lines, the utility must ensure that the whole community is on board with the work and its costs.

Ms. Shaw continued that undergrounding an individual home would also include the separate cost of an electrician to convert the meter from overhead to underground. From FPL's perspective, the cost of a single home would be approximately \$1000.

Commissioner Pouloupoulos asked if the SSUP is controlled by FPL or the FPSC. Dr. Saunders explained that SSUP was approved by the Florida Legislature and its criteria were approved by the FPSC. Its criteria are based on data collected over a rolling 10-year period, which is submitted to the FPSC and used to determine the neighborhood's priority.

Commissioner Pouloupoulos also asked if there is any portion of an individual's monthly FPL bill that is used toward hardening or similar programs. Dr. Saunders advised that the SSUP is a statewide program that is included on all residents' bills. All hardening initiatives, including both lateral and feeder hardening, pole inspections, and others, are reflected on bills.

Commissioner Pouloupoulos asked if FPL could provide an estimate of the potential cost of initiating underground conversion for the Town. It was confirmed that once Staff

identifies the exact areas for which undergrounding is considered, FPL's undergrounding team can produce a ballpark estimate. It was also clarified that Pompano Beach's undergrounding project was funded by a bond.

Mayor Malkoon asked if FPL offers financing options for the costs of undergrounding. Ms. Shaw replied that they do not.

Commissioner DeNapoli commented that he felt FPL has a responsibility to meet the needs of the public, even if there is a cost to the company. He asked if the size of the wire on lateral lines is part of the issue. Ms. Raymo advised that wire size limits the load of households that can be placed on those wires.

Commissioner DeNapoli asked if FPL can estimate when the Town's neighborhoods might reach top priority on the SSUP list. Dr. Saunders replied that they cannot estimate this information at present. She added that the area served by the Town's feeder lines is currently performing very well in comparison to other locations in the state. This is reevaluated annually based on the previously mentioned criteria.

Commissioner DeNapoli also noted that Fort Lauderdale has a program for the undergrounding of utilities by which a community association may submit an application to the Planning and Zoning Department as well as to FPL. The application must be approved by the City Commission and then goes out to ballot measure, which requires a 70% favorable vote. If the vote is successful, properties are assessed and undergrounding can proceed for the neighborhood.

Commissioner DeNapoli also asked if the undergrounding of individual properties fully addresses any issues those households may experience, as they are still connected to a neighborhood grid that runs overhead. Dr. Saunders replied that the most common reason for outages is vegetation, which is alleviated by undergrounding. Town Manager Connors further clarified that all new construction requires undergrounding.

Ms. Shaw reiterated that while the Town's current eligibility status does not list them near the top of the SSUP list, this does not mean that status cannot change on a year-to-year basis. A storm or other major event that affects data could change their level of prioritization.

Commissioner DeNapoli asked if overhead utility lines remain after undergrounding work is complete. It was clarified that poles typically remain in the case of SSUP projects, while lateral lines are often removed if communities fund the work themselves.

This may also depend upon whether the poles are owned by FPL or by another utility, and whether other utilities remain on the poles.

Deputy Town Manager/Public Works Director Rubach added that the process of removing poles cannot proceed until every utility has confirmed their lines have been removed from the poles. He noted that the 2021 costs for Pompano Beach's A1A undergrounding was \$1.4 million per mile.

Commissioner DeNapoli requested a ballpark estimate of the total cost of undergrounding for a neighborhood such as Bel Air or Terra Mar.

Commissioner Graziano thanked the FPL representatives on behalf of the Commission for the information they provided.

Town Manager Connors asked if the Commission wished to move forward with a Resolution requesting higher priority for the Town's neighborhoods within the SSUP. There was Commission consensus to proceed with the Resolution so the Town will be on record as interested in the SSUP. The Town will remain in contact with FPL for information on potential costs.

At this time Mayor Malkoon opened public comment.

Karen Sylvester, resident, thanked Commissioner Graziano for his efforts related to this Item. She advised that the Terra Mar neighborhood often experiences power outages, and was in favor of gathering information on the potential costs of hardening that area.

With no other individuals wishing to speak at this time, Mayor Malkoon closed public comment.

b. North Silver Shores Traffic Calming

Deputy Town Manager/Public Works Director Rubach recalled that residents of the North Silver Shores neighborhood had approached Town Staff regarding traffic issues in that community, including cut-through traffic and speeding. The Town's traffic consultant reviewed the area and confirmed that there is significant cut-through traffic on Washingtonia Avenue and Seagrape Drive, although speeding did not meet the threshold for the installation of deterrents such as speed humps.

The Town is required to follow federal highway guidelines regarding action it may take on roadways. This poses a challenge, as it means some of the ideas proposed by residents could not be implemented. Deputy Town Manager/Public Works Director Rubach noted that the Town has a process which allows residents of a given street to petition for the installation of speed humps.

The Town put forth a survey which proposed trial use of a traffic diverter to help decrease cut-through traffic. Staff received 212 responses, 189 of which came from residents of the subject neighborhood. 76% of respondents were opposed to the diverter. Permanent speed signs have been ordered for the neighborhood's busier streets, and flashing lights and signage will be added to the crosswalk at Washingtonia Avenue and Seagrape Drive. Data did not support any proposed action for Tradewinds Avenue.

Commissioner DeNapoli requested additional clarification of the Town's policy regarding neighborhood installation of speed humps. Town Manager Connors explained that the policy was enacted to ensure a neighborhood is fully aware of and involved in the process for this installation. Speed humps are also subject to Commission approval if data has not demonstrated a need for them.

Deputy Town Manager/Public Works Director Rubach added that there are specific criteria required for the installation of multi-way Stop signs. The streets in the subject neighborhood do not reach the required vehicle count for this installation.

Deputy Town Manager/Public Works Director Rubach continued that a neighborhood that wished to install speed humps would need to do so on a per-street basis. Residents must also indicate they would be willing to have speed humps placed directly in front of their homes. Copies of this Town policy have been provided to some North Silver Shores residents, although there has been no response thus far.

Commissioner DeNapoli asked if speed radar signs could be implemented on some roadways, such as Tradewinds Avenue. Deputy Town Manager/Public Works Director Rubach advised that if the Town implements radar signs on streets with lower traffic counts, there will be more requests from other streets with lower traffic counts, which would become expensive. The signs are currently limited to major roadways, although their use is ultimately left to the Commission's discretion.

Commissioner DeNapoli asked if radar signs have decreased speeding in areas where they have been posted. Broward Sheriff's Office (BSO) Lieutenant Christopher Sutter

recalled that these signs have been deployed on West Tradewinds Avenue in the past, where over 95% of vehicles were found to be within the speed limit. The data from these signs was similar to the data gathered by the neighborhood traffic study.

Commissioner Graziano stated that he would like to see East Tradewinds Avenue closed, although he acknowledged that this would have a significant effect on traffic. He suggested modifying the signal time of an arrow on Seagrape Drive so more cars would be able to make left turns, which could lessen cut-through traffic on East Tradewinds Avenue. Similarly, modifying the timing of a signal on A1A could allow more traffic to move through that intersection.

Commissioner Graziano noted that some streets in the Terra Mar neighborhood have installed speed humps using the Town's process. He advised that results are mixed after five years.

Deputy Town Manager/Public Works Director Rubach stated that he has reached out to the Florida Department of Transportation (FDOT) with respect to signal light timing, recalling that turn signals have been modified in the past after review of traffic volume.

Commissioner Pouloupoulos observed that he did not feel the issues in North Silver Shores would be alleviated unless residents choose to implement speed humps on specific streets. He suggested that removable speed humps could be installed.

Town Manager Connors advised that Staff would send a final letter to North Silver Shores residents to make them aware of forthcoming changes as well as the Town's speed hump policy.

An individual requested more information on how a petition for speed humps must be prepared and how it would be approved. Town Manager Connors replied that a link to the petition would be included in the letter to residents. The petition requires the support of 50% plus one of residents of a given street, all of whom must agree to requirements regarding the potential placement of speed humps. Town Staff will coordinate with residents once the petition has been submitted. Once the petition is approved, it will be placed on the Commission's Agenda for further consideration.

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Commissioner DeNapoli thanked Commissioner Graziano for bringing forward the issue of underground power lines for Commission discussion. He hoped there would be progress on this issue as well as on the traffic concerns in North Silver Shores, and wished all residents well for the upcoming holidays.

Commissioner Graziano recognized the Chamber of Commerce for the success of its recent fish fry and fashion show events. He reminded all present of the upcoming Easter Egg Hunt.

Vice Mayor Strauss also commented on the success of the recent Chamber of Commerce events, and encouraged residents to attend the upcoming Movies in the Park event as well as the Farmers Market. He suggested that the Farmers Market be extended by an additional month, and encouraged local businesses to advertise in *Town Topics*.

Mayor Malkoon reported that he attended the recent District 4 Mayors Meeting, hosted by Broward County Mayor Lamar Fisher, as well as the Broward League of Cities Board meeting. He and the Town Manager are working to resolve some of the issues facing Town residents.

Mayor Malkoon continued that bioswale planting is scheduled later this week. These plantings help filter runoff water and provide additional drainage. He also encouraged residents to attend upcoming community events and thanked the Chamber of Commerce for the fish fry.

16. ORDINANCES 1ST READING

- a. **Ordinance 2025-03 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 20, “UTILITIES,” OF THE TOWN’S CODE OF ORDINANCES BY AMENDING ARTICLE II, “SANITARY SEWER SYSTEM,” SECTION 20-19, “RATES AND CHARGES”; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

At this time Mayor Malkoon opened public comment, which he closed upon receiving no input.

Deputy Town Manager/Public Works Director Rubach recalled that the Town is divided into two sanitary sewer system areas. The area north of Pine Avenue is owned by the city of Pompano Beach, which establishes rates for that system. The area south of Pine Avenue is owned by the Town, which pays Pompano Beach for the transportation of waste to Broward County's wastewater treatment plant.

The rates the Town pays for transportation and treatment of waste have increased significantly since the previous increases. These include a fixed rate, which has increased by 90% since fiscal year (FY) 2018, as well as a volumetric rate, which has increased by 45%.

In December of each year, the Town is typically informed of what the new costs will be from both Pompano Beach and Broward County. The 2023 notification predicted a volumetric rate increase of 14% and a fixed rate increase of 4%. This caused the Town to experience a deficit of \$184,000. This amount was paid from reserves.

If sewer rates are not increased, the Town would continue to draw on its reserves at a rate that could empty reserves within the next five years. This would mean no funds would be available in the event of an emergency.

Notification of rate increases was sent to residents on their most recent water bills as well as by postcard. The proposed new rates would take effect in May or June 2025. A single-family home's base rate would increase by \$2.95, bringing it to \$14.76. The consumption rate would increase by \$2.04 to \$8.84. The greatest increase to single-family homes would be approximately \$15 to \$20/month. Staff has not received any feedback on this issue from residents.

Deputy Town Manager/Public Works Director Rubach added that rate increases are likely to become an annual discussion in order to keep pace with provider increases, as Broward County plans to make upgrades to its treatment plant and Department of Environmental Protection (DEP) regulations become stricter in order to meet water quality standards.

Commissioner DeNapoli recalled that at the March 11, 2025 Commission meeting, it was confirmed that the current fund balance is invested in the highest-yield instrument possible. It was also discussed at that time that expenditures exceeded revenues in both 2023 and 2024. 20% of the wastewater budget is set by the Town, while the rest is set by Pompano Beach and Broward County.

Deputy Town Manager/Public Works Director Rubach added that single-family homes' consumption rates max out at 10,000 gallons. If a home uses that maximum, their consumption rate would top out at roughly \$20 with the increase. The base rate increase would add another \$3 for a maximum rate of \$23, although most residents will not pay that amount.

Commissioner DeNapoli asked if the Town has to maintain reserves of the current nature, or if they may maintain a lower reserve amount. Deputy Town Manager/Public Works Director Rubach replied that the Sewer Fund is an Enterprise Fund, which means it must pay for itself. The reserves are maintained in order to sustain the operations of the Sewer Fund and allow any emergency repairs or replacements to pay for themselves. The reserves are currently less than one year's budget.

Deputy Town Manager/Public Works Director Rubach also noted that Fort Lauderdale has raised its water rates significantly to pay for their new water treatment plant. Businesses will see a base rate increase of \$2.95, as well as a consumption rate increase per 1000 gallons. The business consumption rate is not capped.

Commissioner DeNapoli asked if it is possible to phase in the increase to consumption rates over one to two years, as there is no requirement for the Town to maintain a specific amount in reserves. Deputy Town Manager/Public Works Director Rubach stated that at present, it is difficult to identify a time at which sewer rates will not need to be raised further; if the increase is delayed, it will most likely need to be raised even more significantly the next year.

Mayor Malkoon requested clarification of the need for \$1.4 million in reserves. Deputy Town Manager/Public Works Director Rubach explained that sewer issues are very expensive when they occur, and there is the chance that the Town may not have sufficient reserves to pay for emergencies if they occur.

Commissioner DeNapoli reiterated that he was in favor of increasing rates more incrementally and reducing reserves. He pointed out that the system operated at a deficit for two years before rates were raised. Deputy Town Manager/Public Works Director Rubach stated that the deficit in FY 2023 resulted from a drop in revenue. The rate increase was discussed internally after reviewing 2024 numbers as well as receiving the rate increase in December 2024.

Town Manager Connors added that Staff had hoped the Town could absorb the proposed increases, as they have not consistently occurred in the past; however, due to

the current pattern of increases, they could not absorb more, particularly with the knowledge that Broward County will need to make repairs to its plant and will pass those expenses on to municipalities that use the plant.

Commissioner DeNapoli asked how much the proposed rate increases are expected to increase reserves. Deputy Town Manager/Public Works Director Rubach explained that it will not increase the reserves, but will return the Town to a level at which they can pay for operations without using reserve dollars.

Mayor Malkoon asked if using a system not owned by the Town was an option. Deputy Town Manager/Public Works Director Rubach replied that the Town may sell its sewer system if they wish. While this would mean reserves would no longer be needed, it would also mean the Town has no role in determining its rates. Staff may explore this option if that is the Commission's direction.

Commissioner Graziano commented that selling the water system to another municipality, such as Fort Lauderdale, would also result in more rate increases.

Mayor Malkoon requested clarification of the expenditures and improvements the Town has completed for its sewer system. Deputy Town Manager/Public Works Director Rubach replied that these included additional lining, sewer cleaning, and inflow and infiltration (I&I) testing.

Town Manager Connors noted that Ordinance 2025-03 will also require a second reading by the Commission if it is approved on first reading. She requested that second reading be scheduled on the April 22, 2025 Agenda in order to apply the rate increase in May.

Vice Mayor Strauss made a motion, seconded by Commissioner Graziano, to approve on first reading. Motion carried 3-2 (Commissioners DeNapoli and Pouloupoulos dissenting).

- b. Ordinance 2025-04 – AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5, “BEACHES AND WATERWAYS,” ARTICLE I, “IN GENERAL,” SECTION 5-7, “FISHING REGULATED; EXHIBITING FISH ON BEACH AND SPEARFISHING PROHIBITED,” OF THE TOWN’S CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

At this time Mayor Malkoon opened public comment, which he closed upon receiving no input.

Town Manager Connors explained that there has been an unusual increase in the number of fishermen who are surfcasting on the beach. Code allows this activity from 4 p.m. until 9 a.m. on weekdays and from 6 p.m. until 9 a.m. on weekends and holidays. While fishermen are not allowed to surfcast in proximity to swimmers, this can become an issue if they are on the beach before swimmers, which can result in conflict with morning beachgoers. Staff suggests that the hours in which surfcasting is permitted be amended to begin at 7 p.m. rather than 4 p.m. and to end at 7 a.m. rather than 9 a.m.

Vice Mayor Strauss observed that the recent increase in fishermen does not necessarily mean this will continue over time. He also noted that the Pier is currently unavailable to surfcasters, and that the times in which they fish are influenced by tides. He concluded that the proposed Ordinance was not the best solution, suggesting instead that weekday fishing hours be modified to match weekend and holiday hours.

Commissioner Pouloupoulos characterized the issue as one of safety, pointing out that surfcasters often have multiple lines in the water, which means beachgoers need to avoid the poles. He felt the proposed Ordinance represented a compromise, and asked how it would be enforced. Town Manager Connors replied that enforcement would come from a combination of BSO and Code Compliance personnel.

Commissioner Pouloupoulos asked if the Town has always allowed surfcasting or if the practice was discussed by previous Commissions. It was clarified that it has been permitted since 2009.

Commissioner Pouloupoulos also expressed concern with spearfishing, which he felt was a greater safety concern than surfcasting. Town Manager Connors advised that Code prohibits the loading of a spear gun within the Town, and spearfishing is unlawful from Town beaches as well.

Commissioner DeNapoli suggested that modifying the hours for surfcasting may be a compromise.

Mayor Malkoon commented that beach signs would need to be updated if the Ordinance is approved. He also noted that the Town may wish to revisit Code

prohibiting swimming within 300 ft. of the Pier on either side, as this prohibits swimming on a large portion of the Town's beach.

Town Attorney Trevarthen clarified that Code Section 5.5 prohibits surface diving, SCUBA diving, skin diving, and surfcasting are prohibited at any point less than 300 ft. north, south, or east of the pier. It does not directly address swimming.

Vice Mayor Strauss also addressed the 300 ft. clearance, suggesting that surfcasting be allowed within that space since it is not currently possible to cast from the Pier. He reiterated that reducing the hours in which surfcasting is permitted would strongly discourage this activity throughout the Town, and offered matching the weekend hours as a potential compromise.

Commissioner Pouloupoulos pointed out that surfcasting occurs throughout the Town, not just in proximity to the Pier. He was in favor of the proposed Ordinance.

Town Manager Connors stated that Ordinance 2009-027 was enacted to modify Code from prohibiting spearfishing, surface diving, and surfcasting to instead regulating these activities with the established hours. Before 2009, all of these activities were unlawful on the public beach.

Commissioner Pouloupoulos made a motion to pass the new schedule as proposed by Staff.

Commissioner DeNapoli pointed out that Section 5.5 prohibits fishing and surfcasting in proximity to swimmers, SCUBA divers, snorkelers, and bathers, but does not refer to which activity may have been underway first. Town Manager Connors advised that this can be difficult to regulate or enforce, which necessitates the time component. There is also no definition of proximity.

Vice Mayor Strauss noted that fishermen typically remain within a fixed spot, while walkers may easily move around them. Town Manager Connors advised that Staff brought this issue forward for consideration because they have received complaints, again noting the significant increase in fishermen in recent weeks.

Commissioner Graziano seconded the motion.

Commissioner Pouloupoulos asserted that this issue has only arisen due to the large number of fishermen currently surfcasting on the beach, and reiterated that the proposed Ordinance is appropriate to these conditions.

Motion carried 3-2 (Vice Mayor Strauss and Commissioner DeNapoli dissenting).

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

- a. Resolution 2025-22 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, URGING THE FLORIDA LEGISLATURE AND THE FLORIDA GOVERNOR TO OPPOSE FURTHER PREEMPTIONS OF HOME RULE AUTHORITY IN HOUSE BILL 943 AND SENATE BILL 1730 (LIVE LOCAL ACT AMENDMENTS); PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE.

At this time Mayor Malkoon opened public comment, which he closed upon receiving no input.

Commissioner DeNapoli made a motion, seconded by Vice Mayor Strauss, to approve. Motion carried 5-0.

19. QUASI JUDICIAL PUBLIC HEARINGS

None.

20. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 10:17 p.m.

Mayor Edmund Malkoon

Lauderdale-By-The-Sea
Regular Town Commission Meeting
April 8, 2025

ATTEST:

Katrina Adler, Town Clerk

Date



**TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
WORKSHOP MINUTES
Jarvis Hall
4505 Ocean Drive
Tuesday, April 22, 2025
5:00 PM**

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 5:00 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, Deputy Town Manager/Public Works Director Ken Rubach.

2. PLEADGE OF ALLEGIANCE TO THE FLAG

3. PUBLIC COMMENTS

4. DISCUSSION ITEM

a. Visioning and Strategic Planning

Jamie Titcomb, Strategic Planner, discussed the strategic planning process with the Commission and the residents of Lauderdale-By-The-Sea and listened to those in attendance about their opinions on the community strengths and opportunities. He stated that data collected from a community survey will be compiled into a final report.

5. ADJOURNMENT

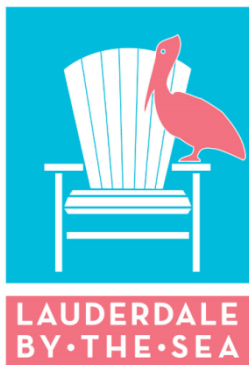
The meeting was adjourned at 6:00 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



DRAFT
TOWN OF LAUDERDALE-BY-THE-SEA
TOWN COMMISSION
Jarvis Hall
4505 N. Ocean Drive
Tuesday, April 22, 2025
6:30 PM

1. CALL TO ORDER, MAYOR EDMUND MALKOON

Mayor Edmund Malkoon called the meeting to order at 6:30 p.m. Also present were Vice Mayor Randy Strauss, Commissioner Richard DeNapoli, Commissioner John A. Graziano, Commissioner Theo Pouloupoulos, Town Manager Linda Connors, Deputy Town Manager/Public Works Director Ken Rubach, Town Attorney Susan L. Trevarthen, Director of Budget and Finance Lucila Lang, Assistant Director of Budget and Finance Edner St. Jean, Assistant to the Town Manager Courtney Easley, Events and Marketing Manager Katie Anderson, and Town Clerk Katrina Adler.

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. INVOCATION

Rabbi Bentzion Singer gave the Invocation.

4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS

None.

5. PRESENTATIONS

a. Mental Health Awareness Month

Mayor Malkoon read a Proclamation recognizing May 2025 as Mental Health Awareness Month in Lauderdale-By-The-Sea. Melanie Hoffman, representing National Alliance on Mental Illness (NAMI) Broward County, was present to receive the Proclamation.

6. PUBLIC COMMENTS

At this time Mayor Malkoon opened public comment, which he closed upon receiving no input.

7. PUBLIC SAFETY DISCUSSION

a. BSO March 2025 Public Safety Report

Broward Sheriff's Office (BSO) Captain Bill Wesolowski reported that Sergeant William Browning and Deputy Renee Suarez were Deputies of the Month for March 2025 in recognition of their response to a burglary in progress.

Incidents in which BSO provided assistance in March included spring break operations, which included an extra beach patrol seven days per week, enhanced traffic enforcement throughout the beach area, and an additional Deputy in the Downtown area. No consequential incidents were recorded in relation to spring break.

BSO held its third Coffee with a Cop event at Crema restaurant, which was attended by over 50 individuals.

Commissioner Pouloupoulos recalled that a possible drowning occurred in early April, and requested additional information on the incident. Captain Wesolowski replied that BSO is awaiting information from the medical examiner's office.

Mayor Malkoon advised that residents have reached out to him regarding car thefts, and asked what is being done to address these incidents. Captain Wesolowski stated that there have been eight auto thefts thus far in 2025, which is an increase from five thefts in 2024; however, one of these was a fire truck, and another was reported under unusual circumstances. He added that some specific vehicles, such as Honda CR-Vs, are easier to steal than others and are being targeted for theft.

Captain Wesolowski recommended that residents not leave their key fobs inside their cars, as this is the easiest means of criminal access. He also cautioned against leaving key fobs near front doors, as these can be stolen if a house is accessed. Protective barriers can be used to prevent signals from some key fobs. He noted that BSO's Burglary Apprehension Team (BAT) has a high success rate and is a component whenever auto thefts are reported. The Town's license plate reader (LPR) system is also very useful in identifying vehicles used in the commission of crimes as well as the stolen vehicles themselves.

BSO Lieutenant Christopher Sutter gave a brief presentation on low-speed vehicles, which are defined by Florida Statutes as any four-wheeled vehicle whose top speed is greater than 20 miles per hour (mph) but not greater than 25 mph. These vehicles must

be registered, titled, and insured. Any individual operating a low-speed vehicle must have a valid driver's license. These vehicles may only operate on streets where the posted speed limit is 35 mph or less.

In order to be registered, low-speed vehicles must have the following:

- Windshield
- Vehicle identification number (VIN)
- Seat belt for each designated seat
- Reflectors
- Taillights, stop lamps, and front and rear turn signals
- Parking brake
- Headlamps and exterior mirrors

All of these features must be inspected by the Florida Department of Highway Safety and Motor Vehicles.

Golf carts are defined as motor vehicles designed for operation on a golf course for sporting or recreational purposes and cannot exceed 20 mph. They may be operated on roadways designated for their use with a posted speed limit of 30 mph or less. Lieutenant Sutter advised that there are no such designated roadways within Lauderdale-By-The-Sea.

Linda Kleinman, resident, asked how vehicles that can exceed 25 mph are classified. Lieutenant Sutter clarified that these would not be classified as low-speed vehicles.

Vice Mayor Strauss asked if there is a difference in whether low-speed vehicles are powered by gas or electricity. It was clarified that there is no distinction based on fuel.

b. Pbfd March 2025 Public Safety Report

Fire Marshal Ashley Zalewski reported that the Pompano Beach Fire Department (Pbfd) responded to a total of 160 calls in March 2025, with an average response time of 6.74 seconds.

8. TOWN MANAGER REPORT

a. Town Manager Report

Town Manager Linda Connors stated that the Town's first Movie Night was held on Friday, April 18, 2025. Lessons from this event suggest it may be preferable to hold future Movie Nights in autumn. She recommended that the two remaining Movie Night events be rescheduled later in the year. In their place, a celebration for the new children's playground is proposed. There was Commission consensus to make this change.

The Florida Development Group (FDG), which owns the former Holiday Inn site, has contacted the Town to express interest in partnering for parking on that site. Town Manager Connors requested Commission consensus before proceeding with these discussions. At present, the Town has a 50/50 partnership with FDG on parking spaces in front of the former Villa Caprice site on El Mar Drive.

Mayor Malkoon commented that the subject lot is very large, and he would not recommend use of the entire space for parking. He also noted that this lot may not be appropriate for Downtown or valet parking, but could be more appropriate for beachgoers using the nearby portal.

Vice Mayor Strauss suggested that the Town work with FDG toward an agreement to use the lot for employee parking. This would enable users to go to work in the Downtown area and reclaim their cars at the end of the day, which he felt would be preferable to use of the lot by beachgoers. It would also make more Downtown parking available. He was also not certain that the entire lot should be used.

There was Commission consensus to move forward with discussions about using the space for employee or valet parking.

Town Manager Connors stated that TECO has requested an increase in gas rates from the Florida Public Service Commission.

Town Manager Connors recalled that the Commission had requested some changes to the Town's budget process in 2025, such as waiting until Broward County has provided property assessment information before asking the Commission to make decisions on the budget. She requested that the Commissioners bring forward any ideas for potential projects that could be included in the budget, which would allow Town Staff time to research these projects. The requested deadline for these project proposals is May 30, 2025.

At the April 8, 2025 meeting, an update was requested on 230 Pine Avenue. Town Manager Connors recalled that this property came before the Commission to request lien mitigation in 2023. The Commission mitigated the property's liens to \$10,000, which has been received. The property was sold in 2023, and its new owners applied for building permits in September of that year in order to renovate the home. There have been significant delays on the property owner's part, and no permit was issued until April 10, 2025.

Because the property owner was slow in responding, the Town has cited the property once again. The fines have accrued to \$36,000 thus far and the property continues to be fined at a rate of \$250/day. While the owner has acquired permits for construction, the property was cited for disrepair of the garage door, which has not yet been corrected. The property will go before the Special Magistrate in May 2025.

Town Manager Connors continued that there are currently 24 sidewalk cafés in the Town. \$18 per square foot is collected for this space on properties east of Seagrape Drive and \$10 per square foot for properties west of Seagrape Drive. Thus far in 2025, the Town has collected approximately \$120,000 for this use of public right-of-way. The fees help offset the costs associated with maintenance, cleaning, and welcoming in the Downtown area, including regular pressure cleaning of the sidewalks and other expenses related to the sidewalk café program.

A comprehensive audit of the Town's sidewalk café agreements is underway to ensure compliance. Staff is considering the addition of ground-level markers to clearly define seating areas. Once the audit is complete, Staff may return to the Commission with suggestions on how to improve the Ordinance regulating sidewalk cafés.

The Lauderdale-By-The-Sea Garden Club, with the assistance of the Town's Public Works Department, recently planted a bioswale in front of Friedt Park near the bocce courts. Town Manager Connors encouraged all present to view this area, which is a test scenario for bioswales.

A public meeting was held to discuss the proposed new public safety building. There were suggestions that the Town consider a public-private partnership (PPP). Town Manager Connors requested that a Commission workshop be scheduled to discuss this possibility with the Town Attorney and other representatives of her firm with experience in this area. There was Commission consensus to schedule the workshop on Wednesday, May 7, 2025 at 5 p.m.

Town Manager Connors recognized Doug Johnson, who has worked for Lauderdale-By-The-Sea for 20 years. He is currently the Public Works Supervisor for the Streets and Infrastructure Division.

Commissioner Graziano addressed the request by TECO, pointing out that the Town has no input into the company's rates. He did not feel the Florida Public Service Commission does a good job regulating utility providers, and that the Public Service Commission's activity is inconsistent with home rule.

b. February 2025 Finance Report

Director of Budget and Finance Lucila Lang advised that the Town has opened an account with Florida PRIME SBA, which will be funded as of April 23, 2025. The current rate is 4.49%.

Commissioner DeNapoli noted that the interest rate for the Town's master account with Truist Bank is down to 2.5%. Director of Budget and Finance Lang confirmed this, noting that rates have decreased. This account includes regular operating accounts such as the Sewer Fund, Building Fund, General Fund, and others which need to be available on a daily basis. Truist also offers significant fraud control.

Director of Budget and Finance Lang continued that another option could be reaching out to the president of Truist Bank in South Florida to determine whether or not additional concessions may be available to the Town. Commissioner DeNapoli suggested contacting SBA's investment pool to determine if they have vehicles suited to regular operations.

Commissioner Graziano asked if the Town's credit cards receive points. Town Manager Connors confirmed this. Commissioner Graziano recommended looking into different credit card options in the future with respect to points.

Commissioner DeNapoli asked if the Town's points are typically cashed in for credits. Director of Budget and Finance Lang explained that the points provide credits to the Town's account once they have accumulated.

9. TOWN ATTORNEY REPORT

Town Attorney Trevarthen stated that the Florida Legislature is nearing the end of its session, and there continues to be significant activity on bills with which the Town is concerned. The session is scheduled to end by May 3, 2025.

10. APPROVAL OF MINUTES

a. Approval of Minutes for March 25, 2025

Vice Mayor Strauss made a motion, seconded by Commissioner Graziano, to approve. Motion carried 5-0.

11. CONSENT AGENDA

a. Special Event Application: Spring Beach Baptism 05.17.25

Commissioner Pouloupoulos made a motion, seconded by Vice Mayor Strauss, to approve. Motion carried 5-0.

12. OLD BUSINESS

None.

13. NEW BUSINESS

None.

14. COMMISSIONER PRESENTATIONS

None.

15. COMMISSIONER COMMENTS

Vice Mayor Strauss noted the success of the recent Easter Sunrise Service, and thanked all who participated.

Commissioner Pouloupoulos and the other Commissioners wished Commissioner Graziano a happy birthday.

Commissioner Graziano addressed public utilities including Florida Power and Light (FPL) and TECO Gas, reiterating that the Town has no input on the rates these entities charge. He felt the Florida Public Service Commission has failed in its mission as a state regulatory agency, and hoped their services would improve in the future.

Commissioner Graziano continued that he has spoken with residents regarding fishing licenses, and hoped to discuss this issue further at a subsequent Commission meeting. He added that he is also concerned with homestead pricing, the insurance industry, and water and sewer rates, all of which are resulting in the need for municipalities to absorb these costs. He concluded that he would like the state of Florida to reconsider its aggressive management of small communities.

Commissioner DeNapoli noted the success of the Town's recent Easter Egg Hunt.

Mayor Malkoon thanked Town Staff, and Events and Marketing Manager Katie Anderson in particular, for the success of the Town's recent events, including Movie Night and the Easter Egg Hunt. He noted that the Garden Club is celebrating its 75th anniversary and has scheduled an Arbor Day planting on Friday, April 25, 2025.

Mayor Malkoon continued that a new business, Beach Buns Bakery, recently opened, and encouraged residents to support it.

16. ORDINANCES 1ST READING

- a. Ordinance 2025-03: AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 20, "UTILITIES," ARTICLE II, "SANITARY SEWER SYSTEM," SECTION 20-19 "RATES AND CHARGES," OF THE TOWN'S CODE OF ORDINANCES BY AMENDING TO AMEND/ADOPT REVISIONS TO THE SCHEDULE OF RATES AND CHARGES FOR SANITARY SEWER COLLECTION, TRANSMISSION, AND DISPOSAL SERVICE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

At this time Mayor Malkoon opened public comment, which he closed upon receiving no input.

Deputy Town Manager/Public Works Director Ken Rubach stated that there have been no changes to the proposed Ordinance since its first reading.

Commissioner DeNapoli commented that the request is for a 25% increase to the base rate and 30% increase to the consumption rate, and recalled that it was confirmed the Town has no pricing power. He recalled that at the previous meeting, he had raised the question of why the Town's reserves should be retained at their current level, and had suggested the possible phasing in of the rate increases. While residential rates have a 10,000 gallon cap, there is no corresponding cap for business rates.

Commissioner DeNapoli continued that he had also proposed a continuing resolution for the Town to match pass-through charges from its provider entities, and reiterated his support for a phased approach over two to three years. While this would lower the Town's reserves, he pointed out that there is no requirement to maintain the reserves at their current level, and that in the event of an emergency, other reserve accounts are available to the Town.

Mayor Malkoon advised that he shared Commissioner DeNapoli's concerns for Town businesses whose rates are not capped. Deputy Town Manager/Public Works Director Rubach explained that if the increase is phased in, Staff would need to come back to the Commission in fall 2025 to propose additional rate increases. With the current proposal, he anticipated coming back in January to propose additional increases.

With regard to a continuing resolution that would allow the Town to match the increases, Deputy Town Manager/Public Works Director Rubach advised that a large portion of the increase is based on consumption. It is not possible to estimate how much wastewater an account will produce from one year to the next.

Mayor Malkoon stated that due to the uncertain status of the overall economy, he hoped to ensure that the Town remains able to assist residents and businesses by alleviating some of their burden.

Deputy Town Manager/Public Works Director Rubach advised that the industry standard for reserves is approximately one year's operating budget. The base rate for a single-family home would increase by \$2.95/month, while the base rate for a multi-family property would increase by \$3.65/month. Commercial rates would increase by \$2.95/month. The customer service charge would increase by \$0.43/month. Consumption rates, which are based on per 1000 gallons, will increase by \$2.04 per 1000 gallons.

Mayor Malkoon asked if it would be possible to phase in the increase on commercial rates only rather than all types of rates. Deputy Town Manager/Public Works Director Rubach noted that while this is at the Commission's discretion, it would affect the revenue brought in by the Town.

Vice Mayor Strauss commented that while the increase sounds significant, the actual amounts per household or commercial client are manageable. He added that a phased approach would be appropriate for an overwhelming increase, but did not feel the proposed increase needed a more systematic process.

Deputy Town Manager/Public Works Director Rubach reiterated that if the increase is phased in for the current year, it would require a larger increase in 2026. He did not foresee a decline in rates in the near future.

Vice Mayor Strauss noted that an increase in rates is also likely for the portion of the Town which receives services from Pompano Beach, as there has been discussion in that municipality of the potential inadequacy of its water treatment plants. Deputy Town Manager/Public Works Director Rubach added that Pompano Beach has built-in rate increases over five-year periods. He acknowledged the likelihood of further substantial utility increases in South Florida.

Town Manager Connors advised that it is likely the Town will experience annual increases going forward. Deputy Town Manager/Public Works Director Rubach confirmed this, adding that whether or not the full rate is adopted at tonight's meeting, he anticipated asking for more annual rate increases.

Deputy Town Manager/Public Works Director Rubach further clarified that it is not possible to tie rate increases to a certain number, as consumption rates will continue to vary.

Commissioner DeNapoli asked for the reason for the 10,000 gallon cap on residential consumption rates. Deputy Town Manager/Public Works Director Rubach recalled that the Commission established this cap, which is used by other South Florida municipalities as well. It is an arbitrary number applied in recognition of the fact that residents also use their water supply for irrigation.

Vice Mayor Strauss made a motion, seconded by Commissioner Pouloupoulos, to approve the fees proposed by Staff. Motion carried 3-2 (Mayor Malkoon and Commissioner DeNapoli dissenting).

17. ORDINANCES 2ND READING

None.

18. RESOLUTIONS – PUBLIC COMMENTS

None.

19. QUASI JUDICIAL PUBLIC HEARINGS

None.

20. ADJOURNMENT

With no other business to come before the Commission at this time, the meeting was adjourned at 7:42 p.m.

Mayor Edmund Malkoon

ATTEST:

Katrina Adler, Town Clerk

Date



Agenda Item No: 13.a.

Town Commission Agenda Item Report

Meeting Date: May 13, 2025

Submitted By: Terry-Ann Boyd, Assistant Director Development Services -Code Compliance

Submitting Department: Development Services

Item Type: Presentations

Agenda Section:NEW BUSINESS

Subject Title: Application for Relief of Code Compliance Lien - Whittier Towers Condominium - 1439 S Ocean Drive, Lauderdale-By-The-Sea, FL, 33308

Explanation:



Figure 1- Subject Property

BACKGROUND: The Town Commission established a lien mitigation policy in 2010 to encourage the renovation and rehabilitation of properties that had already brought code violations into compliance. This policy was adopted in 2010 (Resolution 2010-13).

After the 2013 Code Settlement resolution was adopted, the Commission further amended the policy in 2014 to allow lien mitigation on commercial and multifamily properties still in violation. This policy is still in use today (**Resolution 2014-22 - Exhibit 1**). Requests to reduce the lien by less than 50% can be reviewed and approved by the Town Manager; requests for greater relief are determined by the Town Commission.

Essentially, the decision to approve a lien mitigation is a decision to settle the Town's claim rather than pursue the legal steps needed to attempt to obtain full payment of the lien. The Town considers such requests only after the property has come into compliance unless there is a showing that a sale or transfer to a responsible property owner is being hindered by the presence of the liens.

In addition to the ownership requirements outlined above, the mitigation policy requires the Town Commission to consider all relevant factors to determine what relief, if any, is appropriate, including but not limited to the following factors:

1. The nature and gravity of the violation(s);
2. Any actions taken by the applicant to correct the violation(s);
3. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;

4. Any actual costs expended by the applicant to cure the violation(s), if supported by documentation;
5. Any other prior violations committed by the applicant on the subject property or upon any other property owned by the applicant within the Town; and
6. Equitable considerations;

- a. Whether there was any extraordinary hardship which existed or currently exists

- b. Whether the Applicant was the property owner when the fine or lien was imposed;

- c. Whether the property is homestead or non-homestead property;

- d. Whether the Town lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner.

Per the policy, the Town Commission is required to enter an Order denying or granting the requested relief or such relief as the Town Commission deems appropriate. They may also direct such action as may be appropriate to effectuate the ordered relief. The Town Commission may also decide to deny the application with or without prejudice depending on the circumstances of the case. It should also be noted that relief granted under the lien mitigation resolution is strictly discretionary by the Town, and the Town's disposition of an Application is not subject to appeal.

EXPLANATION: This mitigation request is for code case 21110002 with current fines of \$203,300.00. However, to offer some context, **we would first like to discuss code case 18050050**. In May 2018, Whittier Towers was cited under code case no. 18050050 for property maintenance violations. A courtesy letter was issued in August 2017, followed by a formal Notice of Violation in May 2018 for building exterior maintenance (painting), crumbling masonry, and hazardous walking surfaces (damaged dock area included). In September 2018, the Special Magistrate ordered corrective action by December 26, 2018, including submitting permit applications where necessary. Compliance was not achieved by December 26, 2018, and daily fines of \$250 per day began to accrue. The fines were certified, and a lien imposed in January 2019. However, that lien was later revoked at the request of Town staff at the Special Magistrate hearing in June 2019 for the following reasons:

- A) Revision of the final order providing clarification on the corrective measures for compliance and
- B) Change of ownership for several units at Whittier Towers.

Since the lien was revoked, a new compliance date of August 21, 2019, was issued by the Magistrate for the remaining violations. On July 29, 2019, Whittier Towers submitted permit #LBS19-008888 to address the violation for hazardous walking surfaces (damaged dock area included). However, that permit was denied due to ownership issues. Broward County Property Appraiser showed dual ownership of the seawall area by Palm Yacht Club and Surf Rider (**Exhibit 2**). In January 2020, the old, damaged dock was removed, which complied a portion of the case. However, fines continued to accrue for crumbling masonry, building exterior maintenance and repairs to hazardous walkable surfaces. On August 27, 2020, the Special Magistrate ordered that the accrual of fines be stayed. This meant the fines would stop accruing, although not in compliance, and, at that time, the total amount due was \$960.00. The case came into full compliance on September 21, 2021, and on October 28, 2021, the Special Magistrate mitigated the fines and reduced the amount owed from \$960.00 to \$425.00, which was paid in full.

Moving now to case 21110002. The Town cited Whittier Towers for work done without permits, specifically piling dock, floating dock and concrete restoration work on the seawall. A Notice of Violation was issued on November 3, 2021. On February 2, 2022, the Special Magistrate issued a final order with a compliance date of March 23, 2022, or fines of \$250 per day/ violation would begin accruing. Whittier Towers, in an attempt to cure the three-part work without permit violation, removed the floating dock and piling dock and submitted permit application #LBS22-012486 for the seawall restoration. Based on information from Broward County Property Appraiser, Whittier Towers did not own the land and the permit was denied. (**Reference again Exhibit 2**). Board president at the time, Ms. Kathy Gallulo would provide documentation to refute the information on the Broward County Property Appraiser. However, the Special Magistrate indicated he could not rule on ownership. Further attempts were made to resolve the matter, including a suggestion from Director of Development Services Jhanelle Campbell to submit a co-application with authorization from the

documented owners on BCPA or, per the recommendation of Town Attorney Alan Gabriel, provide an opinion of title. Neither of these options were utilized, and the case would go on for several more months with continuances being approved, until June 29, 2022, when the Magistrate certified the fines. Although the fines were certified, Town staff, in further attempts to work with Whittier Towers, conducted a meeting on July 20, 2022, with the Town attorney, Whittier Towers board representative, and Jack Seiler, counsel at the time for Whittier Towers, all in attendance. At the meeting, the parties agreed that the lien would not be recorded with the County until after a status hearing on August 25, 2022. The status hearing took place and further continuances were given, until January 26, 2023, when the Special Magistrate heard testimony from the Town, Whittier Towers and Palm Yacht Club and ordered no further continuances or status hearings would be entertained, and the Town should record the lien. The lien was recorded by the Town on February 23, 2023. The case, still not in compliance, would continue to accrue fines, and in January 2024, Whittier Towers retained new counsel, Attorney Ryan Willits. On February 15, 2024, Mr. Willits submitted an opinion of title (**Exhibit 3**), which resolved the longstanding ownership issues and provided a pathway to permitting and closure to the case on June 12, 2024.

MITIGATION REQUEST: The Town received a complete mitigation application (**Exhibit 4**) from Whittier Towers Apt. Association for the property located at 1439 S Ocean Blvd. (the Property) on March 31, 2025. The total outstanding fines for the case are \$203,300.00 and a summary of the code case violation events is provided below in **Table 1**.

Table 1: Violations and Permit History

CASE# 21110002 – Work done without permit – Piling dock, Floating dock, concrete restoration on seawall.

DATE	NARRATIVE
11/3/2021	A Notice of Violation was issued on November 3, 2021. Proof of service was obtained via posting at the property. The respondent was given until March 23, 2022, to comply with the violation by obtaining after-the-fact permits for work done with the piling dock, floating dock and concrete restoration.
1/14/2022	A signed green card was not received. Property was posted and affidavit of service completed.
1/27/2022	Code Compliance Hearing: At the hearing the Special Magistrate issued a Final Order requiring compliance by March 23, 2022, or a fine of \$250.00 per day would begin to accrue. Hearing cost of \$100.00 assessed. Hillman Engineering was present for the respondent. (Exhibit 5- Minutes Excerpt 1-27-2022 Code Hearing)
3/24/2022	Code Compliance Hearing: At the hearing compliance was still not achieved. The Special Magistrate continued the case until April 28, 2022. No hearing cost assessed. (Exhibit 6- Minutes Excerpt 3-24-2022 Code Hearing)
4/28/2022	Code Compliance Hearing: At the hearing compliance was still not achieved. The Special Magistrate continued the case until May 26, 2022. No hearing cost assessed. (Exhibit 7- Minutes Excerpt 4-28-2022 Code Hearing)
05/26/2022	Code Compliance Hearing: At the hearing compliance was still not achieved. The Special Magistrate continued the case until June 23, 2022. No hearing cost assessed. Whittier Towers President Kathy Galullo was present, as well as attorney Lauren T Schwarzfeld (general counsel for WT) who was standing in for Attorney Jack Seiler. (Exhibit 8- Minutes Excerpt 5-26-2022 Code Hearing)

06/23/2022	Code Compliance Hearing: At the hearing compliance was still not achieved, and the Special Magistrate ordered certification of the lien along with the unpaid hearing cost of \$100.00 and an additional hearing cost of \$200.00. Whittier Towers President Kathy Galullo was present as well as attorney Jack Seiler. (No meeting minutes published)
07/20/2022	A Zoom meeting took place. The participants included Town staff and Town attorney, Whittier Tower attorney Jack Seiler and Palm Club Attorney Allen Levine, which resulted in a postponement of recording the lien with the County to after the August 25, 2022, hearing. (Recording of Zoom meeting may be provided if needed)
07/23/2022	Code Compliance Hearing: This is a formal continuation of the Zoom meeting and therefore, at the hearing, per the request of code compliance, the Special Magistrate continued the case and delayed the recording of the lien until August 25, 2022. No hearing cost assessed. (Exhibit 9- Minutes Excerpt 7-23-2022 Code Hearing)
08/25/2022	Code Compliance Hearing: At the hearing compliance was still not achieved. The Special Magistrate continued the case until October 27, 2022. No hearing cost assessed. (Exhibit 10- Minutes Excerpt 08-25-2022 Code Hearing)
10/27/2022	Code Compliance Hearing: At the hearing compliance was still not achieved. The Special Magistrate continued the case until January 26, 2023. No hearing cost assessed. Whittier Towers was represented by Attorney Jack Seiler. Fines continue to accrue at \$250.00 per day and a hearing cost of \$300.00 is still due. The Town has still not recorded the lien with the County. (Exhibit 11- Minutes Excerpt 10-27-2022 Code Hearing)
01/28/2023	Code Compliance Hearing: At the hearing compliance was still not achieved. The Special Magistrate heard testimony from the Town, from Whittier Towers and from Palm Yacht Club. The Magistrate ruled there would be no more continuances for status updates and ordered the lien now to be recorded with the County. (Exhibit 12- Minutes Excerpt 01-28-2023 Code Hearing)

A summary of the case and the proposed settlement is provided in Table 2. The applicant is requesting a full waiver of fines totaling **\$203,300.00**, resulting in a proposed settlement amount of **\$0.00**.

Table 2: Code Fines Summary

Case	Violation	Days In Violation	Daily Fine	Total Due	Offered Settlement	Reduction Requested
21110002	Work without permit	8,164	\$250.00	\$203,300.00	\$0.00	\$203,300.00

Under the Town's procedures for relief from code enforcement liens (Resolution 2014-22, Policy Section 5), the Commission shall consider all relevant factors to determine what relief, if any, is appropriate, including the following criteria:

A. The nature and gravity of the violation.

The property was cited for a violation of Florida Building Code Section 105.1, which prohibits construction work without required permits. Specifically, dock and piling work along with concrete restoration for the seawall, were all completed without first obtaining the necessary approvals. In addition, this case was

unusual in that there were ownership issues that were outside the Town's purview. The association had several different attorneys, requested several meetings which Town attorneys were compelled to attend and respond to requests for information. These meetings and requests, along with the preparation of said meetings, incurred the Town a total of **\$3,839.80** in town attorney fees.

B. Any actions taken by the Respondent to correct the violation.

Permit applications were subsequently submitted to both the County and the Town. Additionally, the floating dock, which had been installed without a permit, has since been removed.

C. The length of time between the previously ordered compliance date and the date the violation was brought into compliance.

Code Case #21110002 was brought into compliance **8,164 days after** the deadline specified in the Final Order.

D. Any actual costs expended by the Respondent to cure the violation as provided by supporting documentation.

1. The cost of obtaining permits from the Town to cure the violation of work without a permit for case 21110002 was \$4,976.78.
2. Whittier Towers has advised costs for the following; however, no receipts have been provided.

Description	Amount
Dock supplies, barge, and fees	\$120,000.00
Legal fees	\$30,000.00
Title search	\$5,000.00
Cement, construction, and engineering	\$40,000.00
Two boundary surveys	\$10,000.00
Total	\$205,000.00

E. Any other prior or current violations committed by the Respondent on the subject property or upon any other property owned by the Respondent within the Town.

CASE #	VIOLATION	FINES PAID
13040025	Patio installed without permit	No fines. Violation complied before hearing date.
13100007	Building Safety inspection not completed. (40-year inspection)	No fines. Violation complied before hearing date.
28981	Property Maintenance	No fines. Violation complied before hearing date.
18050050	Property Maintenance(exterior structural)	Case closed and the magistrate mitigated fines of \$ 960.00 paid in full
44340	Noise violation – Construction before 8:00 a.m.	No fines. Violation complied before hearing date.

450047	Building Code violation – Excessive light spillage to adjacent property	No fines. Violation complied before hearing date.

Recommendation: Staff recommends the Commission hear from the applicant's representative, determine the appropriate mitigation amount for the lien, and require full payment of that mitigated amount by June 13, 2025.

Exhibits:

1. Exhibit 2 - Ownership - Broward County Property Appraiser (BCPA)
2. Exhibit 3 - Title of Opinion
3. Exhibit 4- Mitigation Application
4. Exhibit 5- Minutes except 1-27-22
5. Exhibit 6- Minutes excerpt 3-24-22
6. Exhibit 7- Minutes except 4-28-22
7. Exhibit 8- Minutes except 5-25-22
8. Exhibit 9- Minutes excerpt 7-23-22
9. Exhibit 10- Minutes excerpt 8-25-22
10. Exhibit 11- Minutes excerpt 10-27-22
11. Exhibit 12- Minutes excerpt 01-23-22



WILLITS & Associates, P.A.

2325 N. Ocean Blvd.
Second Floor
Boca Raton, FL 33431

Palm Beach: 561.353.2400
Toll Free: 866.834.5505
Facsimile: 561.353.2401
Email: ryan@floridadirtlawyers.com

February 15, 2024

VIA FEDERAL EXPRESS
7752 0165 5540

Jhanelle Campbell, Director of
Development Services
Town of Lauderdale-by-the-Sea
4501 N. Ocean Drive
Lauderdale-by-the-Sea, FL 33308

RE: Whittier Towers Apartments Association, Inc.
Opinion of Title

Dear Director Campbell:

Following our meeting in your office on January 25, 2024, as well as our telephone call and several emails on January 30, 2024, please allow this communication to serve as the opinion of title requested by the Town of Lauderdale by the Sea ("LBTS") attorney. This Opinion of Title is furnished at the request of LBTS, with the understanding that that it is being submitted as an inducement to settle an ongoing dispute between Whittier Towers Apartments ("WTA") and LBTS respecting building permit issues arising from and relating to the construction and maintenance of the seawall and dock upon the WTA Property (defined below).

Undersigned counsel represents WTA. Undersigned counsel has been admitted to practice in Florida since 1991 and has at all times material been a member in good standing. The undersigned attorney has examined the Public Records of Broward County, Florida and states that the fee simple absolute title to the following described real property:

A PARCEL OF LAND IN GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 49
SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BOUNDED AS
FOLLOWS:

ON THE NORTH BY THE LINE PARALLEL TO, AND 1,750 FEET SOUTHERLY
FROM, MEASURED AT RIGHT ANGLES TO, THE EAST AND WEST QUARTER
SECTION LINE OF SAID SECTION 6; ON THE SOUTH, BY A LINE PARALLEL TO,
AND 100 FEET SOUTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE
NORTH BOUNDARY OF THE PARCEL HEREBY DESCRIBED; ON THE WEST, BY
THE WEST LINE OF SAID GOVERNMENT LOT 9; AND ON THE EAST, BY THE

WESTERLY RIGHT OF WAY LINE OF STATE ROAD A1A, SAID LANDS SITUATE,
LYING AND BEING IN BROWARD COUNTY, FLORIDA

(hereafter the “WTA Property”)

is vested in BOJAC, LLC, by virtue of that certain Warranty Deed dated February 6, 2023, and recorded in Official Records Book 39118 at, Page 1996¹. BOJAC, LLC is a closely held, family owned, limited liability company managed by Jack McCulloch as Trustee of the Robert L. McCulloch Living Trust, under agreement dated February 6, 1987. Jack McCulloch is the son of the late George McCulloch and the brother of Robert L. McCulloch.

WTA’s legal right to the use and occupancy of the WTA Property is deraigned as follows:

1. Alton W. Lick acquired title to the WTA Property by virtue of that certain Deed, dated August 7, 1956, and recorded in Official Records Book 700, at Page 219.
2. Alton W. Lick and Hilda F. Lick, husband and wife (collectively the “Prime Lessors”), leased the WTA Property to Weir Realty Company, as lessee, for a period of ninety-nine (99) years by virtue of that certain Lease, dated January 1, 1959, which was recorded in Official Records Book 1982, at Page 374 (the “Prime Lease”).
3. Weir Realty Company, as lessee under the Prime Lease, assigned all of its right, title and interest thereunder to Palm Ocean Villa, Inc., by virtue of that certain Assignment of Lease, dated September 30, 1963, and recorded in Official Records Book 2674, at Page 654, as modified by that certain Corrective Assignment of Lease between Weir Realty Company and Palm Ocean Villas, Inc., dated September 30, 1963, however not executed until February 26, 1966, and recorded in Official Records Book 3187, at Page 571.
4. Palm Ocean Villas, Inc. as assignee of Weir Realty Company under the Prime Lease, assigned all of its right, title and interest thereunder to McCulloch Investments, Inc., by virtue of that certain Assignment of Lease, dated March 12, 1965, and recorded in Official Records Book 2988, at Page 523, as amended in that certain Addendum to Assignment of Lease and Creation of Easement, dated March 12, 1965, recorded in Official records Book 2988, at Page 530.
5. McCulloch Investments, Inc. subleased all of its right title and interest in the WTA Property under the Prime Lease to George L. McCulloch by virtue of that certain Sub-Lease, dated February 15, 1966, recorded in official records Book 3187, at Page 575.

¹ Unless otherwise indicated, all recording references shall refer to the Public records of Broward County, Florida.

6. George L. McCulloch sub-subleased all of his right, title and interest in and to the WTA Property under the sublease of the Prime Lease to National Structures, Inc. by virtue of that certain Sub-lease dated March 4, 1966, recorded in Official Records Book 3187, at Page 578.
7. National Structures, Inc. assigned all of its right, title and interest in and to the WTA Property to McCulloch Investments, Inc. by virtue of that certain Assignment of Sub-Lease, dated April 4, 1966 recorded in Official Records Book 3211, at Page 641.
8. McCulloch Investment, Inc. gave that certain Partial Release and Assignment of Sub-Lease in favor of National Structures, Inc., of its right, title and interest in and to Apartment Numbers 101-102, 104-112, 114-118, 201-212, 214-218, 301-312, and 314-314, situated upon the WTA Property, in that certain instrument dated April 4, 1966, recorded in Official Records Book 3344, Page 889 (the "Partial Release and Assignment"), as reformed in that certain Judgment, dated May 13, 1980, recorded in Official Records Book 8910, at Page 615.
9. National Structures, Inc. sub-sub-sub-subleased all of its right, title and interest in and to Apartment Numbers 101-102, 104-112, 114-118, 201-212, 214-218, 301-312, and 314-314 to Whittier Towers Apartments, Inc. in that certain Sub-Lease dated December 9, 1966, recorded in Official Records Book 3344, at Page 892 (the "Ground Lease"), as reformed in that certain Judgment, dated May 13, 1980, recorded in Official Records Book 8910, at Page 615.
10. McCulloch Investments, Inc. subsequently quit claimed all of its right, title and interest in Leases and Miscellaneous Instruments, Rents and Profits Thereof, and Corporate Residual Interests, Real, Personal or Mixed in that certain instrument in favor of George L. McCulloch, dated July 23, 1971, recorded in Official Records Book 4560, at Page 403.
11. The fee simple title to the WTA Property passed to Patricia Lick Sieck, the daughter of Hilda F. Lick, and the sole devisee of the fee simple interest in and to the WTA Property, by virtue of the probate proceedings for the Estate of Hilda Lick, deceased, under Case No. 74-534, in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida.
12. Patricia Lick Sieck's interest in the fee simple interest in and to the WTA Property passed, through her probate estate, to her son Charles Lick Sieck, pursuant to the probate proceedings recorded in Official Records Book 39118, at Page 1964.
13. Charles Lick Sieck conveyed the fee simple interest in and to the WTA Property to BOJAC, LLC, a Florida limited liability company, pursuant to that certain Warranty Deed, dated February 6, 2005, recorded in Official Records Book 39118 at, Page 1996.

WILLITS & ASSOCIATES, P.A.
2325 N. Ocean Blvd., Second Floor
Boca Raton, FL 33431

14. BOJAC, LLC, as successor to all right, title and interest held or claimed by National Structures, Inc. by virtue of the instruments referenced in Items 7, 8, 9, 10 and 13 above, amended the National Structures sub-sub-sub-sublease with WTA by virtue of that certain Amendment to Sublease, dated November 16, 2023, and recorded under instrument number 11924669 in the Public Records.

True and correct copies of the recorded instruments referenced above are enclosed for your ready reference. A true and correct full sized copy of the boundary survey of the WTA Property, prepared by Hans Wilkie, P.L.S., of Apogee Services, Inc., under seal dated February 15, 2023, was annexed to our letter to you dated December 8, 2023, and a letter sized copy is also included here as **Exhibit A** and made a part hereof for all purposes (the "WTA Survey").

The WTA Property, among others, is entitled to the use and enjoyment of the private, canal (the "Canal") dredged from the real property described as:

A 30 foot easement lying in the Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼) of Section 6, Township 49 South, Range 43 East, Broward County, Florida, and being 15 feet wide on each side of the centerline described as follows:

COMMENCING at the Southeast corner of the said Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼) of Section 6; thence North 0° 34' 33" West along the East line of the said the Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼) a distance of 50 feet to the Point of Beginning oof centerline herein described; thence South 89° 01' 27" West parallel to the South Line of the said Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼), a distance of 160.67 feet to a point 15 North of the said South line of the Southeast one-quarter (SE ¼); thence South 89° 01' 27" West parallel to the said South line a distance of 15.53 feet to a point on the East Right-of -Way line of the Intracoastal Waterway and the Point of Termination of said centerline

and

The West 100 feet of the East one-half (E1/2) of the Southeast one-quarter (SE 1/4) of Section 6, Township 40 South, Rage 43 East, Broward County, Florida, less the north 1850 feet and the South 35 feet thereof

in that certain Agreement, dated March 1, 1960, and recorded in Official Record Book 2013, at Page 823, between Alton W. Lick and Hilda F. Lick, his wife, James T. Fulghum and Elizabeth H. Fulghum, his wife, Weir Realty Company, a Florida corporation, The Palm Club, Inc., a Florida corporation; South-Beach Development Company, a Florida corporation, and Broward National Bank of Fort Lauderdale, as Executor of the Estate of M.A. Hottt, deceased, the parties thereto being all of the owners or lessees of the real property underlying the Canal (the "Canal Easement").

WILLITS & ASSOCIATES, P.A.
2325 N. Ocean Blvd., Second Floor
Boca Raton, FL 33431

The Canal Easement expressly provides that each of the parties thereto, for themselves and their respective heirs, successors or assigns have granted each to the other, and respective their heirs successors or assigns, the right to use in common with all of the parties thereto, and their respective heirs, successors, or assigns, the above described canals or waterways for the operation of pleasure boats, in perpetuity. Each of the parties, for themselves, and their respective heirs, successors, or assigns, further agreed not to obstruct the above described canals or waterways, nor use same for any purpose except for the operation of pleasure boats, nor in the use of same for such other purpose or in such manner, unreasonably annoy or interfere with the occupancy of the lands adjacent to said canals or waterways. A true and correct copy of the Agreement is also enclosed for your ready reference. The Canal is depicted in the sketch of survey included with this submission. The Canal is depicted in the WTA Survey.

Based upon the foregoing, the undersigned attorney is of the opinion that:

1. BOJAC, LLC, a Florida limited liability company, is the record title holder of the fee simple absolute interest in the WTA Property;
2. BOJAC, LLC is the successor of National Structures, Inc.;
3. BOJAC, LLC is therefore the Lessor of the WTA Property under the National Structures Sublease, as amended;
4. WTA is the Lessee of the WTA Property, under the National Structures Sublease, as amended;
5. WTA as Lessee of the WTA Property holds the riparian upland;
6. WTA, as the holder of the riparian upland, and by operation of the express terms of the Canal Easement, has the right to construct a dock for the purpose of accessing the Canal for the purpose of operating pleasure boats and accessing the Intracoastal Waterway. *Cf. Shore Village property Owners Ass'n, v. State Dept. of Environmental Protection*, 824 So. 2d 208 (Fla. 4th DCA 12002), *citing Tewksbury v. City of Deerfield Beach*, 763 So. 2d 1071 (Fla. 4th DCA 1999), and *BB Inlet Property LLC v. 920 N. Stanley Partners, LLC*, 293 So. 3d 538 (Fla. 4th DCA 2020); and
7. WTA is entitled to the issuance of a building permit by LBTS for a dock to facilitate the use set forth in the Canal Easement and as permitted by the Amended Sublease.

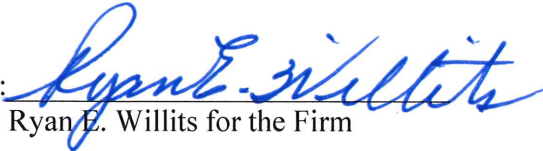
WILLITS & ASSOCIATES, P.A.
2325 N. Ocean Blvd., Second Floor
Boca Raton, FL 33431

Letter to Jhanelle Campbell, Director of
Development Services
February 15, 2024
Page | 6

Also included for your ready reference are copies of the authorities cited in Paragraph 6 of the Opinion on the preceding page. Kindly acknowledge receipt of this Opinion Letter via email at the address indicated above. If additional information is required, please do not hesitate to let us know, in writing, at LBTS' earliest opportunity. Time is of the essence.

WILLITS & ASSOCIATES, P.A.

By:


Ryan E. Willits for the Firm

REW/mar

cc: Kathy Galullo, President
Whittier Towers Apartments via e-mail

WILLITS & ASSOCIATES, P.A.
2325 N. Ocean Blvd., Second Floor
Boca Raton, FL 33431

- 1. Alton W. Lick acquired title to the WTA Property by virtue of that certain Deed, dated August 7, 1956, and recorded in Official Records Book 700, at Page 219, of the Public records of Broward County, Florida.**

This Deed, Dated this 7th day of August A. D. 19 56

between **DELAWARE SECURITIES CORPORATION**,
a Delaware corporation authorized
to transact business in the State of Florida,

hereinafter called the Grantor , which term shall include when used herein, wherever the
context so requires or admits, its successors and assigns,

and **ALTON W. LICK**
(Mailing address: 2311 North Front Street,
Harrisburg, Pennsylvania)

hereinafter called the Grantee , which term shall include when used herein, wherever the
context so requires or admits, his heirs and assigns,

WITNESSETH: That for the sum of Ten Dollars (\$10.00) and other good and
valuable considerations, said Grantor does hereby grant, bargain, sell, alien, remise,
release, convey and confirm unto the said Grantee all that certain piece of property and
tract of land situate in the County of Broward and State of Florida,
described as follows:

A parcel of land in Government Lot 9, Section 6, Township
49 South, Range 43 East, Broward County, Florida, bounded as
follows:

On the north, by a line parallel to, and 1750 feet southerly
from, measured at right angles to, the east and west Quarter Section
line of said Section 6; on the south, by a line parallel to, and
200 feet southerly from, measured at right angles to, the north
boundary of the parcel hereby described; on the west, by the west
line of said Government Lot 9; and on the east, by the westerly
right of way line of State Road No. A-1-A, as now laid out and in use.

SUBJECT, however, to taxes subsequent to the year 1955; to a
purchase money mortgage in the amount of \$37,800.00 delivered by
the Grantee to the Grantor simultaneously with the delivery of
this deed by the Grantor to the Grantee; and to the restrictive
covenants hereinafter set forth.

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

The Grantee covenants that no building shall be constructed, erected or
permitted to be placed upon the premises except dwelling houses or cottages designed
for residential purposes only, apartment houses, and hotels or a Cabana Club; and
that no use shall be made of the premises except the occupation and use thereof
for the aforesaid purpose or any of them.

Provided, however, that a storage garage and repair shop may be
constructed on the premises after or at the time of the construction of an apartment
house or hotel thereon, and may be used and operated for purposes incidental to
the operation of the hotel or apartment house, including specifically the storage

C. Shelley State, Clerk and B. H. H. H.

REC. 100-751220

and repair of automobiles of guests of the hotel or tenants in the apartment house and the sale of gasoline to guests of the hotel or tenants of the apartment house.

Provided, further, that retail sales stores, shops, and theatres may be operated on the premises, in any hotel or apartment house which may be constructed thereon, or as part of the facilities of any hotel or apartment house operated thereon.

Nothing hereinabove contained shall be construed to prevent the use of the premises for open air parking facilities in connection with the uses listed hereinabove or in connection with similar uses of property lying to the east of State Road A-1-A in the aforesaid Section 4.

The foregoing covenants and provisions shall run with the land hereby conveyed.

Gr. 700-221

And the said Grantor does hereby covenant that it will warrant and defend the title to said land against the lawful claims of all persons claiming under, by or through it.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its Vice President, and its corporate seal to be affixed, attested by its Secretary, the day and year aforesaid.



DELAWARE SECURITIES CORPORATION

Wm By *Raymond R. Guest*
Vice President

Attest:

Henry B. Martin
Its Secretary

Signed, sealed and delivered in the presence of:

Henry B. Martin

Henry B. Martin

STATE OF NEW YORK

COUNTY OF NEW YORK

SS

Before me personally appeared

RAYMOND F. GUEST

and

HENRY B. MARTIN

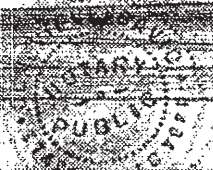
respectively, Vice President and Secretary of DELAWARE SECURITIES CORPORATION to me well known, and they acknowledged before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereon the official seal of said corporation; and I FURTHER CERTIFY that I know the said persons making said acknowledgments to be the individuals described in and who executed the said instrument.

WITNESS my hand and official seal this

7th

day of August

1956



Notary Public in and for the County and State aforesaid

My Commission expires

SEPTEMBER 1, 1957
New York County
Qualified in New York County
Commenced in New York County

FRANK H. BARNES
CLERK OF COURT

2. Alton W. Lick and Hilda F. Lick, husband and wife (collectively the “Prime Lessors”), leased the WTA Property to Weir Realty Company, as lessee, for a period of ninety-nine (99) years by virtue of that certain Lease, dated January 1, 1959, which was recorded in Official Records Book 1982, at Page 374 (the “Prime Lease”).

60- 70158

DEC 1982 PAGE 374

LEASE

THIS LEASE made in Broward County, Florida this 1st
day of January, 1959, between ALTON W. LICK and HILDA F.
LICK, his wife, of Harrisburg, Pennsylvania, herein called "LESSORS"
and WEIR REALTY COMPANY, a Florida corporation of Pompano Beach,
Broward County, Florida, herein called "LESSEE".

(The use herein of the plural shall include the
singular and the use of the singular shall in-
clude the plural; the use of the masculine
gender shall include all genders, and the use
of the neuter gender shall include all genders;
the use of the words "LESSOR" and "LESSEE" shall
include their heirs, representatives, successors,
grantees, and assigns.)

Upon the terms and conditions herein specified, and by
virtue of the representations herein made, and not otherwise, the
LESSORS hereby lease and let to the LESSEE the property situated
in Broward County, Florida, described as follows:

- A parcel of land in Government Lot Nine (9), Section Six (6),
Township Forty-nine (49) South, Range Forty-three (43) East,
Broward County, Florida, bounded as follows: On the north,
by a line parallel to, and 1750 feet southerly from, measured
at right angles to, the east and west Quarter Section line of
said Section 6; on the south, by a line parallel to, and 100
feet southerly from, measured at right angles to, the north
boundary of the parcel hereby described; on the west, by the
west line of said Government Lot 9; and on the east, by the
westerly right of way line of State Road No. A-1-A; said lands
situate, lying and being in Broward County, Florida.

The terms, conditions, covenants, and agreements of this
lease are as follows:

1.

Term

This lease shall begin at twelve o'clock noon on
the 1st day of January, 1959,
and continue for ninety-nine (99) years thereafter,
unless sooner terminated.

60 JUL 13 PM 4:45

RECORDED IN BROWARD COUNTY, FLORIDA
BOOK 10000 PAGE 10000 JRG

2.

Possession Delivery of possession of the leased premises to the Lessee shall be made on the commencement date of this lease.

3.

Taxes During the term of this lease, all taxes, including:

(a) Taxes on the real property and the improvements situated thereon;

(b) Special improvement liens and special assessment liens levied against the real property;

(c) Taxes on the tangible personal property situated on the leased premises;

shall be promptly paid by the Lessee. All taxes levied and assessed for the first and last years of the term of this lease shall be pro-rated.

All taxes and special assessments required to be paid by the Lessee hereunder shall be paid and official receipts therefor, or other evidence of payment approved by Lessors, shall be furnished to Lessors not less than thirty (30) days prior to the date on which such taxes or assessments would become delinquent if not paid.

If the Lessee shall in good faith desire to contest the validity of such taxes, assessments, or other charges covered by this paragraph or section of this lease, it shall have the right to do so by furnishing Lessors, not less than thirty (30) days prior to the date on which such taxes or assessments would become delinquent if not paid, with a surety bond in double the amount of taxes or assessments contested, or with a cash bond in the amount of one hundred twenty-five (125) percent of the amount contested, such bonds being conditioned upon the payment of such taxes or assessments as shall be found due. However, in the event of such contest, no sale of certificates or of the property for such taxes, assessments, or charges shall ever be permitted to take place.

4.

Compliance with Regulations of Public Bodies The Lessee covenants and agrees that it will, at its own cost, make such improvements on the premises and perform such acts and do such things as shall be lawfully required.

- 2 -

by any public body having jurisdiction over said property, in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, and other similar requirements designed to protect the public. The Lessee shall have the right to contest by court proceeding any such requirements as shall be unlawful.

5.

Lawful use
of Premises

The Lessee further covenants and agrees that said premises and all buildings and improvements placed thereon, during the term of this lease, shall be used only and exclusively for lawful purposes, and that said Lessee will not use, or suffer anyone to use, said premises or buildings for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of a municipality having jurisdiction over the leased premises, provided that a violation of this Section shall operate as a breach of this lease only in the event that the property herein described, and hereby leased, shall be closed or abated by the proper legal authorities for any illegal or immoral purpose, business, or occupation. The Lessee covenants and agrees to save the Lessors harmless from every such violation.

6.

Indemnity Against
Costs and Charges

The Lessee shall be liable to the Lessors for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the Lessors by reason of the Lessee's breach of any of the provisions of this indenture. Any sums due the Lessors under the provisions of this paragraph shall constitute a lien against the interest of the Lessee in the leased premises and all its property situated thereon to the same extent and on the same condition as delinquent rent would constitute a lien on said premises and property.

7.

Indemnification
Against Claims

The Lessee shall indemnify and save harmless the Lessors from and against any and all claims, suits, actions, damages, and causes of action arising during the term of this lease, for any personal injury, loss of life, and damage to property sustained in, on, or about, the leased premises, or to the buildings and improvements placed thereon, or the appurtenances thereto, or upon the adjacent sidewalks or streets, and from and against all costs, counsel fees, expenses, and liabilities incurred in and about any such

claim, the investigation thereof, or the defense of any action, or proceeding, brought thereon, and from and against any orders, judgments and decrees, which may be entered therein.

8.

Inspection The Lessors or their agent shall have the right to enter the leased premises and the building ~~and improvements~~ to be constructed thereon at all reasonable hours for the purpose of inspecting the same, or for any other purposes not inconsistent with the terms or spirit of this lease; provided, however, that the Lessors in making such inspection do not disturb the occupancy of the Lessee and the subtenants of the Lessee.

9.

Sale of
Lessee's Interest

Lessee's interest in this lease is freely transferable and assignable, provided that at the time of such transfer and assignment and as often as the same may be made, this lease is in good standing, and provided further, that said assignment is evidenced by an instrument in writing, which among other things, shall provide that the assignee shall expressly accept and agree to all the terms and covenants in this lease agreement contained, to be kept and performed by the Lessee, duly executed and acknowledged by both assignors and assignee and duly recorded in the Office of the Clerk of the Circuit Court of Broward County, Florida, and a duplicate original of said instrument of assignment is immediately forwarded to the Lessors by Registered Mail. No assignment shall be made of this lease as to less than all of the property, but this provision shall not prevent subletting in whole or in part, nor shall it prevent the assignment by Lessee of fractional or undivided interest therein. It is distinctly covenanted and agreed that, notwithstanding anything in this lease to the contrary, in the event of any default by Lessee herein, or his assignee, Lessors shall be limited exclusively to the recovery of possession of the leased premises, together with all improvements and additions therein or thereto, all of which shall be free from all encumbrances except such as shall be executed by Lessors, and to such sums of money as may be held by Lessors as prepaid rent. It is intended hereby to limit the liability of the

Lessee and its assigns to the Lessors solely and exclusively to such sums of money as shall have been invested by it or them in the leased premises and such indebtedness as is secured by liens upon the leased premises and improvements and personal property thereon to which the Lessors have not subordinated their title. No judgment or claim growing out of any default shall be collectible or enforceable against any other property or estate of Lessee, or its assigns, other than its or their respective interests in the leasehold created hereby, except to the extent that liens to which Lessors' title is not subordinated are enforced against the leased property and additions thereto.

10.

Sale or
Assignment
by Lessor
and Option
to Purchase

The Lessors shall have the right to sell, mortgage, except as hereinafter provided, or otherwise dispose of, the underlying fee in this property subject, of course, to the terms and conditions of this lease, and shall have the right to mortgage or assign to others his right to receive money and other things of value accruing to them by reason of this lease. In the event, however, that Lessors shall decide to sell the underlying fee in this property, Lessors shall give Lessee an offer of sale stating the price and the terms upon which Lessors are willing to sell, and Lessee shall have an option for ninety (90) days from the delivery of such offer to Lessee's address, within which to accept such offer. If Lessee fails or declines to exercise the option, then Lessors may sell their interest to other parties for a price and upon terms not more favorable to the purchaser than those offered to Lessee; provided, however, that if Lessors have not sold their interest within one (1) year from the expiration date of such option to Lessee, or Lessee's rejection thereof, whichever shall first occur, then Lessors shall make no sale without making another offer of sale to Lessee, which shall give Lessee another option as herein described. In the event the original Lessors to-wit, ALTON W. LICK and HILDA F. LICK, his wife, shall desire to convey fee title to the desired premises to any relative of theirs as a gift, such conveyance shall not be deemed

OFF 1982 MAR 379
REC.

to be a sale within the provisions of this paragraph. Except in the instance of such a gift, the requirements of this paragraph shall be obligatory upon the original Lessors herein, their successors, and assigns.

11.

Statement of Condition of Lease Each side (Lessors of the one part and Lessee of the other part) hereby covenants and agrees with the other that they (or it) will, within thirty (30) days after written notice shall have been given to them, or it, by the other requiring a statement of the status of the lease, give such statement in writing and truthfully so as to show whether the lease is in good standing and if it is not, the particulars in which it is not; and failure within said period of thirty (30) days to give such written reply shall constitute a representation that the lease is in good standing, which representation any person within ten (10) days after the expiration of said thirty day period may rely upon as being true and correct. Notice and the consequent reply shall be deemed given and time shall begin to run when, respectively, said notice and the consequent reply are deposited in the continental United States Registered Mails with sufficient postage prepaid thereon to carry them to their addressed destination, and they shall be addressed to the Lessors and the Lessee at the places and in the manner prescribed as being the places and the manner of giving notice.

12.

Forfeiture If the Lessee shall fail to keep and perform any of the covenants, conditions, and agreements herein provided to be performed by said Lessee, and such default shall continue for a period of sixty (60) days from the date of receipt by Lessee of Lessors' notice by Registered Mail of the existence of such breach, then Lessors may cure such default and any monies required therefor and advanced by Lessors shall be due and payable from Lessee upon demand and shall bear interest at eight percent (8%) per annum until paid; or Lessors at their option shall have the right to treat such default as intentional, incurable, and material, and thereupon the Lessors, by notice in writing transmitted to the Lessee as herein provided for, may at their option declare

this lease ended and without further force and effect. Thereupon, the Lessors are authorized to re-enter and re-possess the leased premises and the buildings; improvements, and personal property thereon, either with or without legal process, and the Lessee does in such event hereby waive any demand for possession of said property, and agrees to surrender and deliver up said leased premises and property peaceably to said Lessors. In the event of such forfeiture, the Lessee shall have no claim whatsoever against the Lessors by reason of improvements made upon the premises, rents paid, guaranty deposits, or from any other cause whatsoever. In the event of such forfeiture, the title and right of possession to all personal property of the Lessee usually situated on the leased premises shall automatically vest in the Lessors, free and clear of any right or interest therein by the Lessee. The provision of this paragraph shall not be construed so as to divest the Lessors, in the event of such default, of any legal right and remedy which they may have by statutory or common law, enforceable at law, or in equity, it being intended that the provision of this paragraph shall afford to the Lessors a cumulative remedy, in addition to such other remedy or remedies as the law affords a lessor when the terms of a lease have been broken by the Lessee. Should Lessee be prevented or unable to remedy or discharge any default within a period of sixty (60) days from receipt by Lessee of Lessors' notice by Registered Mail, as provided for in Paragraph 18 hereof, by reason of or due directly to governmental restrictions, Act of God, work stoppage, or shortage of materials or labor caused by strikes or by the United States being engaged in war, then no default shall exist unless Lessee shall fail to remedy or discharge the same within sixty (60) days after the cause preventing Lessee from remedying and discharging the same shall have been removed; provided, however, that nothing shall excuse the non-payment of monies required hereunder.

13.

By Lessee The Lessee covenants and agrees that it has no power to
execute incur any indebtedness giving a right to a lien of any
on property kind or character upon the right, title, and interest of the Lessors in

and to the property covered by this lease, and that no person shall ever be entitled to any lien, directly or indirectly derived through or under the Lessee, or its agents or servants, or on account of any act or remission of said Lessee, which lien shall be superior to the title of the Lessors to the leased premises. All persons contracting with said Lessee, or furnishing materials or labor to said Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this lease. Should any such lien be filed, the Lessee shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. The Lessee shall, however, have the right to mortgage or otherwise encumber his leasehold interest in the premises. The Lessee shall not be deemed to be the agent of the Lessors, so as to confer upon a laborer bestowing labor upon the leased premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the leased premises, a mechanic's lien upon the Lessor's estate under the provisions of Chapter 84, F.S. 1955. The Lessee shall have the right to mortgage or otherwise encumber its leasehold interest in the premises, and nothing in this lease shall be construed as prohibiting the Lessee from acquiring furniture, furnishings, fixtures, or equipment upon title retention contract or other instrument evidencing and securing a purchase, money credit, or lien. Any mortgage executed by the Lessee covering the leased premises shall in no way affect the Lessors' interest in and to the said property, and the same shall be junior and inferior to the interest of the Lessors therein, it being expressly agreed and understood that the Lessors will join in no such mortgage except pursuant to the provisions of Paragraph 23 hereof, and that the Lessee has no power to otherwise encumber such interest of the Lessors.

14.

Operating Costs

(a) The Lessee agrees to promptly pay when due all operating, maintenance, and servicing charges and costs, including telephone, gas, electricity, water, sewer, sewer connections, and all other expenses incurred in the use and operation of the leased premises.

(b) The Lessee agrees to obtain at its expense all permits and licenses which may be required by a governmental unit in connection with the use and operation of the leased premises.

(c) Upon the Lessors' request, the Lessee shall promptly furnish to the Lessors, evidence, satisfactory to the Lessors, showing Lessee's compliance with its obligations under this paragraph.

15.

Nonwaiver Failure of the Lessors to insist upon the strict performance of any of the covenants, conditions, and agreements of this lease in any one or more instances, shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions, and agreements.

16.

Bankruptcy of Lessee

Should the Lessee, at any time during the term of this lease, suffer or permit an involuntary, or voluntary petition in bankruptcy to be filed against him, or institute an arrangement proceeding under Chapter XI of the Chandler Act, or make any assignment for the benefit of its creditors, or should a receiver or trustee be appointed for the Lessee's property because of Lessee's insolvency, and said appointment not vacated within three (3) months thereafter, or should the Lessee's leasehold interest be levied on and the lien thereof not discharged within three (3) months after said levy has been made, or should the Lessee fail to promptly make the necessary returns and reports required of it by State and Federal law, and such failure shall jeopardize Lessors' rights, or should the Lessee fail to promptly comply with all governmental regulations, both State and Federal, then, in such event, and upon the happening of either or any of said events, the Lessors shall have the right, at its election, to consider the same a material default on the part of the Lessee of the terms and provisions hereof; and, in the event of such default not being cured by the Lessee within a period of sixty (60) days from the date of the giving by the Lessors of written notice to the Lessee of the existence of such default, the Lessors shall have the option of declaring this lease terminated and the interest of the Lessee forfeited.

or the Lessors may exercise any other options herein conferred upon them. The pendency of bankruptcy proceedings, to which the Lessee shall be a party shall not preclude the Lessors from exercising the option herein conferred upon them. In the event the Lessee, or the trustee or receiver of the Lessee's property, shall seek an injunction against the Lessors' exercise of the option herein conferred, such action on the part of the Lessee, its trustee or receiver, shall automatically terminate this lease as of the date of the making of such application. In the event the court shall enjoin the Lessors from exercising the option herein conferred, such injunction shall automatically terminate the lease. Upon the termination of the lease at the Lessors' option, and/or as herein otherwise provided, it shall become the mandatory duty of the court, as a matter of law, to require and direct the re-delivery to the Lessors of the entire leased premises and all of Lessee's property thereon situated in a summary proceeding, upon mere motion or petition of the Lessors.

17.

Statutory Remedies

(a) The Lessee recognizes the validity and applicability of the summary remedies provided by the statutes of the State of Florida for the protection of landlords and the enforcement of landlord's rights.

(b) The Lessee recognizes that, by virtue of the decisional law of the State of Florida, Sections 83.06 and 83.08, Florida Statutes 1955, are treated and considered as being a part of this indenture.

18.

Notices

All notices required by law and by this lease to be given by one party to the other shall be in writing and the same may be served as follows:

(a) By mail. The parties have at the foot hereof affixed their specific addresses. Said notices shall be mailed to the party at the said address, or at such other addresses as the parties may by notice in writing designate to the other.

(b) The notices may also be served by personal delivery

to the parties, or to the Lessee's agent in charge of the leased premises.

(c) Notices to assignees of the parties shall be served at their stated addresses in the same manner as service of notices upon the parties hereto.

19.

Impignoration
of Revenue

In the event of the Lessee's breach of any of the provisions of this lease, the Lessor shall thereupon have a lien upon all revenues, income, rents, earnings, and profits from the leased premises as additional security to the Lessor for the Lessee's faithful performance of each of the terms and provisions hereof. Such liens shall be superior in dignity to the rights of the Lessee and any of his creditors or assignees or any trustee or receiver appointed for the Lessee's property, or any other person claiming under the Lessee. Upon the Lessors' termination of this lease by reason of the Lessee's default, all such revenues, income, rents, earnings, and profits derived or accruing from the leased premises from date of such termination shall constitute the property of the Lessor, and the same is hereby declared to be a trust fund and shall not constitute any asset of the Lessee or any trustee or receiver appointed for the Lessee's property. The provisions of this paragraph shall be effective without the Lessors' re-entry upon the leased premises or re-possession thereof. Provided, however, that in the event Lessors shall subordinate their title to the lien of mortgages hereinafter provided, then Lessors will also subordinate the lien described by this paragraph to further secure the indebtedness secured by such mortgage.

20.

Acceptance of
Premises and
Final Repository

The Lessors have made no representations or warranties to the Lessee other than herein contained. The Lessee has been afforded adequate opportunity to inspect the leased premises, survey the same, and is in possession of full information relating to the subject matter of this lease, prior to and at the time of the execution hereof. This agreement is the final and all-inclusive repository of all agreements and understandings of the respective parties and representations

made by each to the other.

21.

Insurance

The Lessee Covenants

(a) To keep all improvements now or hereafter

located upon the leased premises insured at Lessee's expense in favor of Lessors and Lessee as their respective interests may appear against loss or damage by fire and windstorm and extended coverage in such amounts that the insured will not be co-insurers thereof in excess of the minimum amount of deductible clauses required in policies available at a reasonable cost. The policies or certificates thereof shall be delivered to Lessors and will be renewed from time to time so that at all times such insurance protection shall continuously exist. Evidence of payment of premiums thereon shall be furnished to Lessors not less than ten (10) days prior to the due dates thereof.

(b) To carry at Lessee's cost Public Liability Insurance insuring the Lessors for a coverage of not less than \$100,000.00 for one person and with a coverage not less than \$300,000.00 for more than one person for a single occurrence. The policies or certificates thereof shall be delivered to Lessors and will be renewed from time to time so that at all times such insurance protection shall continuously exist. Evidence of payment of premiums thereon shall be furnished Lessors not less than ten (10) days prior to the due dates thereof.

22.

Demolition and Reconstruction

In the event Lessee shall desire to demolish improvements upon the leased premises, Lessors shall first be given a surety bond issued by a company qualified to do business in Florida in the amount of the value of the improvements to be demolished as determined by agreement, and in the absence of agreement by arbitration in accordance with the rules then existing of the American Arbitration Association. Such bond shall be conditioned upon the construction of new improvements of the value of not less than the amount of the bond, such new construction to be completed and free of all liens within twelve (12) months after beginning demolition. Determination of the value of the improvements so constructed shall be by

agreement, and in the absence of agreement, by arbitration in accordance with the rules then existing of the American Arbitration Association.

23.

Subordination of Title

(a) If the Lessee is not in default hereunder, it is understood and agreed that Lessors, at any time during the term of this lease, and from time to time during the term hereof will execute with the Lessee an institutional mortgage or mortgages to obtain monies for construction purposes from a bank, insurance company, or Federal Savings and Loan Association and execute such instruments as may be required so as to subordinate the fee title to the demised premises or portions thereof, provided the Lessee complies with the terms hereof and provided the entire proceeds of such mortgage or mortgages shall be used exclusively to pay the cost of erection of improvements and/or buildings or the rebuilding, modernization, or reconstruction thereof on the said premises. The mortgage debt shall be payable in full in equal payments made not less frequently than annually over a period of not less than ten (10) years in the case of loans for reconditioning or modernization of improvements, and over a period of not less than fifteen (15) years for new construction. The mortgage shall contain a clause releasing Lessors from all personal liability for the mortgage debt, and a clause providing that Lessors shall have notice of any defaults by Lessee and that Lessors shall have a reasonable time within which to cure the same. Lessors shall not be required to sign any promissory note or other evidence of indebtedness.

(b) Any such construction shall be under the supervision of and in accordance with plans and specifications prepared by an architect qualified to practice in Florida. There shall be a firm contract for such construction by a contractor who shall be required to furnish a surety bond for the benefit of the Lessors and Lessee, such bond to be issued by a company authorized to do business in this State, payable to the Lessors and Lessee in at least the amount of the original contract price, conditioned to pay all laborers, sub-contractors, and materialmen.

(c) There shall be a construction loan agreement made with any bank in Broward County, Florida, which shall hold and disburse the construction fund to pay the cost of said improvements. Such construction loan agreement shall make the following requirements:

(1) Such fund shall be constituted as follows:

1. The proceeds of said mortgage loan.
2. Cash to be furnished by Lessee in such amount that the total construction fund shall be equal to the sum of the following items:
 - a. The contract price for the improvements.
 - b. The architect's estimated cost of equipping the building for operation diminished by the portion of such cost which is met as hereinafter provided.
 - c. The architect's fees unless a waiver of lien is filed as hereinafter provided.
 - d. All other costs of construction and costs to complete the improvement of the premises as estimated by the architect.

(2) An executed counterpart of the construction contract shall be an exhibit to the original construction loan agreement to be held by the bank, and to which shall be attached the surety bond required by sub-paragraph (b) of this Paragraph 23 hereof.

(3) In the event of any default by Lessee under the terms of said mortgage or in its obligation to construct said improvements, or of the contractor in fulfilling the construction contract, and if Lessee shall fail to complete the same, then Lessor shall have the right to use the construction fund for the completion of the improvements by the employment of another contractor or otherwise, and any costs expended

by Lessor shall be secured to it at its option by the lien of said mortgage with interest at the rate provided therein.

(d) The construction fund shall be disbursed in strict accordance with the requirements of the mortgagee, and final distribution of such funds shall be made only upon the full completion of such improvements and upon a proper showing that all contractors', laborers', and materialmen's costs have been fully paid.

(e) Failure of the Lessee to pay the sums of money payable from time to time under any such mortgage shall constitute a default in the terms and provisions of this lease with forfeiture in the case of failure to correct such default within the time provided in Paragraph 12 hereof. Should foreclosure proceedings be begun to foreclose any such mortgage and such foreclosure proceedings not be dismissed and all defaults corrected within thirty (30) days after the filing of such proceedings, the Lessor shall have the right to declare this lease forfeited, terminated, null and void, and retake possession of the leased premises.

24.

Repair or
Reconstruction
after Casualty

In the case of loss or damage to the building or other improvements upon the leased premises, Lessee will repair or rebuild the same in such manner that the improvements shall be of the same general character and at least equal in value to the improvements before the casualty. The cost of such restoration or repair shall be paid from the insurance proceeds collected for the casualty by Lessor and Lessee and any costs in excess of such proceeds shall be borne by Lessee. The proceeds of such insurance shall be paid over to any bank in Broward County, Florida, as Trustee. Disbursements from such fund shall be made by the Trustee from time to time as the work of reconstruction or repairs shall progress whenever such payment is approved by the certificate of an architect, qualified to practice in Florida, showing application of the amount paid to such repair or reconstruction, or in lieu thereof the approval of the Lessor and Lessee, provided, however, that before any funds are so disbursed, the Trustee shall be satisfied that the funds deposited with it are sufficient to

complete the reconstruction or repair, and if the insurance proceeds are not sufficient, then Lessee shall deposit any additional funds required. In the event there shall remain any excess funds after the completion of such reconstruction or repair to a condition equal to that prior to the casualty, as to which completion the Trustee may rely upon the certificate of said architect, and if there be at that time no default on the part of the Lessee in the performance of the conditions and covenants of this lease, then such excess funds shall be paid by the Trustee to the Lessee. Lessee shall begin such reconstruction or repair of casualty within ninety (90) days after the payment of insurance proceeds therefor, but no longer than six (6) months after the casualty, and shall diligently pursue the same until completed; and failure of the Lessee to do so shall constitute a breach of this lease.

Any funds remaining in the hands of the Trustee in the event of default by the Lessee shall be considered as a part of the leased premises and shall be paid by the Trustee to Lessors upon Lessors' repossession of the leased premises.

25.

Repairs and Maintenance

The Lessee agrees at its expense to make all repairs to the buildings and improvements now or hereafter placed upon the leased property, including electrical, plumbing, sewer, sewer connections, and all other repairs that may be required to be made on the premises. The Lessee agrees to maintain the leased property properly equipped for operation for the purposes from time to time intended in keeping with the character of improvements located thereon, to keep the personal property required therefor in good state of repair, and from time to time to replace the same as may be required to keep the leased property in good operating condition. The Lessee agrees to deliver to the Lessors upon termination of this lease all buildings, improvements, furnishings, and other personal property located on the leased premises in good state of repair and in good usable condition.

26.

Entire Agreement

It is further understood, intended, and agreed by and between both parties to this lease agreement

16

that if at any time during the term hereof the demised premises or the improvements or buildings located thereon, or any portion thereof be taken or appropriated or condemned by reason of eminent domain, Lessors and Lessee shall defend such action jointly, and there shall be such a division by agreement between Lessors and Lessee of the proceeds and awards in such condemnation proceedings, and such abatement of rent and other adjustments made, as shall be just and equitable under the circumstances thereof, and in this connection the extent to which such taking of property by Eminent Domain shall affect the operating revenues of the Lessee shall be taken into consideration and be one of the determining factors in fixing the reduction of annual rental to be thereafter paid hereunder by the Lessee. If the Lessors and the Lessee are unable to agree upon what division of proceeds and awards, or the annual abatement of rent or other adjustments, within thirty (30) days after such an award has been made, then the matters in dispute may by appropriate proceedings be submitted to a court then having jurisdiction of the subject matter in Broward County, Florida, for its decision and final determination of the matters in dispute. The right of appeal from such decisions is not waived by either party.

If the legal title to the demised premises be wholly taken by condemnation proceedings, then and in such event this lease shall be cancelled and become null and void.

Although title to the buildings and improvements placed by the Lessee upon the demised premises will pass to the Lessors by operation of law, nevertheless, for the purposes of condemnation, the fact that the Lessee placed such buildings upon the demised premises shall be taken into account, and the deprivation of the Lessee of such buildings or improvements shall pro tanto be an item of damage in determining the portion of the condemnation award or proceeds to which the Lessee is entitled. In other words, it is definitely intended, understood, and agreed by and between the parties, and it is the intent of this paragraph of this article of this lease agreement, to make provision that in the event of any condemnation proceeding, the Lessors and Lessee herein shall share in the award of proceeds thereof to the extent that their interests

respectively are depreciated, damaged, or destroyed, by the exercise of said right of eminent domain. And for this purpose, the fact that the Lessee has constructed or caused to be constructed and built improvements in and upon the demised premises shall be taken into consideration for its benefit. Provided, however, if such condemnation shall be for the purpose of widening State Road A1A, the following provisions shall be applicable in lieu of the foregoing:

(a) If, by reason of such widening of State Road A1A, twenty-five (25) feet or less in depth of the demised premises bordering said State Road A1A be condemned or otherwise acquired by public authorities for such purpose, then and in that event, the entire award or price obtained therefor shall be paid to and retained by the Lessee. There shall in this instance be no diminution in the amount of rent.

(b) If, on account of the widening of State Road A1A, any public authority should condemn or otherwise acquire more than twenty-five (25) feet in depth of the demised premises bordering on said State Road A1A, then and in that event, the Lessors, at their option may cause all of the award to be paid to the Lessee, in which event there shall be no diminution of rental, or they may retain the full amount of the award, in which event there shall be an appropriate diminution in the annual rental hereunder. Such diminution shall be in an amount commensurate with the damage to and diminution of the value of the leasehold. In the event the parties hereto cannot at that time agree upon the extent of such diminution of rent, then and in that event the matter in dispute shall be submitted by appropriate proceedings to the Court then having jurisdiction of such subject matter in Broward County, Florida, for its determination in accordance with the rules of procedure of said Court then obtaining. The right of appeal from any such decision is not waived by either party.

Rent The Lessee hereby agrees to pay to the Lessors rent for the leased premises as follows: There shall be no rent for the first year of the term, thereafter the sum of Fifty Thousand Dollars (\$5,000.00) per annum, which rent shall be payable in equal annual installments in

advance. The first installment representing the rent for the second year of the term shall be due at the beginning of the second year of the term of this lease as defined in Paragraph 1 hereof. Said rent shall be payable to the Lessors without demand at such place as the Lessors or their agents may designate.

28.

Warranty of Title and Peaceful Possession The Lessors covenant that they are seized and possessed of good title to the leased premises, and, upon the punctual and complete performance by the Lessee of the obligations herein imposed upon it, that the Lessee shall enjoy quiet and peaceful possession of the leased premises. It is understood and agreed that the demised premises are subject to a certain mortgage given by ALTON W. LICK to DELAWARE SECURITIES CORPORATION, dated August 6, 1956, recorded in the Official Record Book 700, page 222, of the public records of Broward County, Florida. Lessors covenant and agree that they will pay all sums of money required to maintain the said mortgage in good standing and eventually to satisfy the same, and in the event of the failure of Lessors so to do, Lessee may pay any such sums of money as may be required to keep said mortgage in good standing and any payment so made by Lessee shall be credited against the next payment or payments of rental due hereunder.

29.

Covenant to Protect Title The Lessee covenants to protect the title of Lessors and to do so not permit any use of the leased premises which would deprive Lessors of the title to the leased premises. Any use of any portion of the leased premises for a private or public right-of-way shall be subject to the term of the lease and will be terminated by the expiration of the lease by expiration of the term or otherwise.

Assignment (1) The party is bound by the terms and provisions of this lease is of the very essence of this agreement.

OFF-1982 PAGE 393
REC-1982

(b) This lease shall be binding upon the parties hereto,
their heirs and assigns, respectively.
IN WITNESS WHEREOF, the parties hereto have caused these presents to be
executed the day and year first above written.

Signed, (sealed and
delivered in the
presence of

Allen B. Dohlin

Ernest E. Sullivan
As to Lessors

LESSORS

WEIR REALTY COMPANY

By William M. Weir
William M. Weir, President

Attest: William M. Weir
William M. Weir, Secretary

LESSEES

Shirley Simpson
Ernest E. Sullivan
As to Lessee

Address of Lessors

Address of Lessee

3356 Atlantic Boulevard
Pompano Beach, Florida

STATE OF Florida
COUNTY Duval

I HEREBY CERTIFY, that on this day, before me as officer
duly authorized in the State of Florida and County of Duval,
to take acknowledgments, personally appeared Allen B. Dohlin and Ernest E. Sullivan,
his wife, to me known to be the person described in and who executed the
above lease as lessors, and they acknowledged before me that they executed
the same.

WITNESS my hand and official seal in the County and

State of Florida, this 12th day of July, 1966



Allen B. Dohlin
Notary Public

FRANK H. MARKS
CLERK OF DISTRICT COURT

3. Weir Realty Company, as lessee under the Prime Lease, assigned all of its right, title and interest thereunder to Palm Ocean Villa, Inc., by virtue of that certain Assignment of Lease, dated September 30, 1963, and recorded in Official Records Book 2674, at Page 654, as modified by that certain Corrective Assignment of Lease between Weir Realty Company and Palm Ocean Villas, Inc., dated September 30, 1963, however not executed until February 26, 1966, and recorded in Official Records Book 3187, at Page 571.

63- 85927

ASSIGNMENT OF LEASE

This Assignment of Lease executed this
30th day of September, 1963, by WEIR
 REALTY COMPANY, a Florida corporation (hereinafter
 referred to as "Assignor"), to PALM OCEAN VILLAS, INC.,
 a Florida corporation
 (hereinafter referred to as "Assignee");

W I T N E S S E T H :

In consideration of the sum of TEN DOLLARS
 (\$10.00) AND OTHER VALUABLE CONSIDERATIONS, receipt
 whereof is hereby acknowledged by Assignor, the Assignor
 does hereby transfer, assign and set over unto the
 Assignee, its successors and assigns, that certain
 ninety-nine year lease dated January 1, 1960, wherein
 ALTON W. LICK and HILDA F. LICK are Lessors and Assignor
 herein is lessee, which said lease is recorded in Official
 Record Book 1982, page 374 of the public records of
 Broward County, Florida, and which demises the following
 described lands located in Broward County, Florida:

A parcel of land in Government Lot 9,
 Section 6, Township 49 South, Range 43
 East, Broward County, Florida, bounded
 as follows: On the north, by a line
 parallel to, and 1750 feet southerly from,
 measured at right angles to, the east and
 west Quarter Section line of said Section 6;
 on the south, by a line parallel to, and 100
 feet southerly from, measured at right angles to,
 the north boundary of the parcel hereby
 described; on the west, by the west line of
 said Government Lot 9; and on the east, by
 the westerly right of way line of State Road
 No. A-1-A; said lands situate, lying and
 being in Broward County, Florida.

In consideration of the foregoing assignment,
 the Assignee does hereby expressly accept and agree to all
 of the terms and conditions in said lease agreement contained

Return to: John H. Weir
 Weir Realty Company
 3356 Atlantic Blvd
 Pompano Beach, Fla.

5.00

to be kept and performed by the lessee therein, and does hereby expressly assume and agree to perform each and every such term, covenant, condition and obligation required by said lease to be performed by the lessee therein.

PROVIDED, HOWEVER, it is expressly agreed that in the event the Assignee herein shall default in the performance of any term, condition, covenant or obligation required by said lease agreement to be performed or kept by the lessee thereunder and such default shall continue for a period of thirty days after notice shall have been given by the landlord to the tenant pursuant to said lease agreement, then and in that event, the Assignor herein shall have the right, at its option, to take such action or make such payments as may be required to reinstate the said lease agreement to good standing, and if the Assignor herein shall so do, then and in that event this assignment shall become thereupon null and void and the Assignee herein shall surrender possession of the above described lands to the Assignor hereunder and shall execute such assignment or other document as may be requested by the Assignor herein to evidence the transfer of the leasehold interest described hereinabove back to the Assignor herein; and

PROVIDED, FURTHER, that in the event Assignee herein should default in the performance of any obligation imposed upon it by a certain sublease from Assignor herein to Assignee herein bearing the same date as this assignment, and demising the following described lands located in Broward County, Florida:

A tract of land in Section 6, Township 49 South, Range 43 East, bounded as follows:
On the east by the Atlantic Ocean; on the west by the easterly right-of-way line of

State Road 11A; on the north by a line parallel to and 1650 feet south of, measured at right angles to, the east and west quarter section line in said Section 6; on the south by a line parallel to and 1750 feet south of, measured at right angles to, the aforesaid east and west quarter section line in said Section 6;

Together with all furniture and furnishings located in the improvements situate on said lands, an inventory of which is attached to said sublease;

and such default shall not be remedied within the time prescribed by Paragraph 12 of said sublease, then and in that event such default shall ipso facto constitute a default hereunder and this assignment shall thereupon be null and void. In such event, the Assignee herein covenants and agrees that it will execute and deliver to Assignor such document or documents as Assignor shall request to evidence the transfer of the leasehold interest described hereinabove back to the Assignor herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this the day and year first above written.

WEIR REALTY COMPANY

By [Signature] Vice President

ATTEST: [Signature] Assistant Secretary

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

PALM OCEAN VILLAS, INC.

By [Signature] President

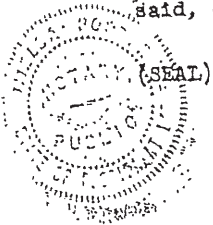
ATTEST: [Signature] Secretary

[Signature]
[Signature]

STATE OF FLORIDA)
COUNTY OF BROWARD) ss.:

Before me, the undersigned authority, personally
Vice appeared Ass't Milton N. Weir, Jr. and John H. Weir
as President and Secretary respectively, of WEIR REALTY
COMPANY, a Florida corporation, to me personally known and
known by me to be said officers, and they acknowledged to
and before me that they executed the foregoing assignment
of lease and that the same is the act and deed of said
corporation.

IN WITNESS WHEREOF, I have hereunto set my
hand and official seal in the State and County last afore-
said, on this the 30th day of September, 1963.



Linda Pater
Notary Public

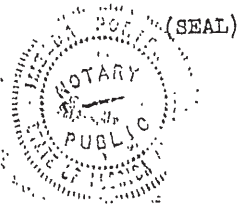
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 7, 1968
Bonded by American Surety Co. of N. Y.

STATE OF FLORIDA)
COUNTY OF BROWARD) ss.:

Before me, the undersigned authority, personally
appeared K. W. Daehler and Mary B. Daehler
as President and Secretary respectively of
PALM OCEAN VILLAS, INC., a Florida corporation.
to me personally known and known by me to be said officers,
and they acknowledged to and before me that they executed
the foregoing assignment of lease and that the same is the
act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my
hand and seal in the State and County last aforesaid, on
this the 30th day of September, 1963.



Linda Pater
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 7, 1968
Bonded by American Surety Co. of N. Y.

RECORDED IN OFFICIAL RECORDS ROOM
OF BROWARD COUNTY, FLORIDA
W. E. BUNCH, JR.
CLERK OF CIRCUIT COURT

4. Palm Ocean Villas, Inc. as assignee of Weir Realty Company under the Prime Lease, assigned all of its right, title and interest thereunder to McCulloch Investments, Inc., by virtue of that certain Assignment of Lease, dated March 12, 1965, and recorded in Official Records Book 2988, at Page 523, as amended in that certain Addendum to Assignment of Lease and Creation of Easement, dated March 12, 1965, recorded in Official records Book 2988, at Page 530.

ASSIGNMENT OF LEASE AND CREATION OF EASEMENT

This Assignment of Lease and Creation of Easement executed this March 12, 1965, by and between PALM OCEAN VILLAS, INC., a Florida corporation (hereinafter referred to as "Assignor") and McCULLOCH INVESTMENTS, INC., a Florida corporation, (hereinafter referred to as "Assignee");

W I T N E S S E T H :

WHEREAS, Assignor is presently the lessee of the following described lands located in Broward County, Florida, and referred to hereinafter as "Tract A":

A parcel of land in Government Lot 9, Section 6, Township 49 South, Range 43 East, Broward County, Florida, bounded as follows: On the north, by a line parallel to, and 1750 feet southerly from, measured at right angles to, the east and west Quarter Section line of said Section 6; on the south, by a line parallel to, and 100 feet southerly from, measured at right angles to, the north boundary of the parcel hereby described; on the west, by the west line of said Government Lot 9; and on the east, by the westerly right of way line of State Road No. A-1-A; said lands situate, lying and being in Broward County, Florida.

which said lands were demised by a certain ninety-nine year lease dated January 1, 1959, wherein ALTON W. LICK and HILDA F. LICK, his wife, were lessors and WEIR REALTY COMPANY, a Florida corporation, was lessee, which said lease is of record in Official Record Book 1982, page 374 of the public records of Broward County, Florida, and which said lease was assigned by said WEIR REALTY COMPANY to Assignor herein by a certain assignment of lease dated September 30, 1963, recorded in Official Record Book 2674, page 654 of the public records of Broward County, Florida; and

WHEREAS, the said assignment of lease contained immediately hereinbefore contained a provision to the effect that Assignor herein default in the performance of any term, condition, covenant or obligation required by the above

65 MAR 29 PM 11:47

1-2-65
5-1-65
10⁰⁰

described lease agreement to be performed or kept by the lessee and such default shall continue for a period of thirty days after notice shall have been given by the landlord to the tenant pursuant to said lease agreement, then and in that event the said WEIR REALTY COMPANY shall have the right, at its option, to take such action or make such payments as may be required to reinstate the said lease agreement to good standing, and if it shall so do, then and in that event the assignment of lease from WEIR REALTY COMPANY to the Assignor herein shall become null and void and WEIR REALTY COMPANY shall become entitled to repossess the above described lands; and

WHEREAS, Assignor herein desires to assign the above described ninety-nine year lease to Assignee herein, subject to the rights of WEIR REALTY COMPANY as contained in the above described assignment of lease; and

WHEREAS, Assignee herein is willing to accept such an assignment and expressly to assume and be bound by the terms of the said ninety-nine year lease described hereinabove and be subject to the rights of WEIR REALTY COMPANY as contained in the assignment of lease referred to hereinabove and hereinabove paraphrased;

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS in hand paid by Assignee herein to Assignor herein, receipt whereof is hereby acknowledged, Assignor herein does hereby transfer, assign and set over unto Assignee herein the lessee's interest in and to that certain ninety-nine year lease dated January 1, 1959, wherein ALTON W. LYCK and wife are lessors and WEIR REALTY COMPANY is lessee, which said lease appears in Official Record Book 1982, page 374 of the public records of Broward County, Florida, and demises the lands hereinabove referred to as "Tract A."

In consideration of the foregoing assignment, the

Assignee herein does hereby expressly accept, assume and agree to be bound by all of the terms and conditions in the said ninety-nine year lease agreement contained to be kept and performed by the lessee therein, and does hereby expressly assume and agree to perform each and every such term, covenant, condition and obligation required by said ninety-nine year lease to be performed by lessee therein. AND Assignee herein does hereby further agree to that provision in the assignment of lease from WEIR REALTY COMPANY to Assignor herein enabling WEIR REALTY COMPANY to repossess Tract A under certain conditions as recited in said assignment of lease and paraphrased hereinabove. It is further agreed that at any time within ten days prior to the time when WEIR REALTY COMPANY would be entitled to exercise such rights and repossess Tract A, said rights shall be exercisable by Assignor herein, which would then under such circumstances be entitled to repossess Tract A.

WEIR REALTY COMPANY, a Florida corporation, hereby joins in the execution of this instrument for the purpose of expressing its consent hereto and of entering into the following agreement with the other parties hereto: Those certain provisions contained in said assignment of lease from WEIR REALTY COMPANY to Assignor herein covering Tract A referred to hereinabove and identified as being that document recorded in Official Record Book 2674, page 654 of the public records of Broward County, Florida, concerning the consequences of a default by Assignor herein in the performance of a certain sublease demising Tract B, hereinafter described, insofar as such consequences affect Tract A, are hereby cancelled, annulled and revoked.

In consideration of all of the foregoing and of the assignment contained herein, the parties hereto hereby further agree as follows:

WHEREAS, Assignor herein is the sublessee of certain other lands referred to herein as "Tract B" located in Broward

County, Florida, in the immediate vicinity of Tract A; and

WHEREAS, the said other lands subleased by Assignor herein are described as follows:

A tract of land in Section 6, Township 49 South, Range 43 East, bounded as follows:

On the east by the Atlantic Ocean; on the west by the easterly right-of-way line of State Road 1A; on the north by a line parallel to and 1650 feet south of, measured at right angles to, the east and west quarter section line in said Section 6; on the south by a line parallel to and 1750 feet south of, measured at right angles to, the aforesaid east and west quarter section line in said Section 6;

Referred to herein as "Tract B"; and

WHEREAS, it is the mutual desire of the parties hereto that an easement over and upon a portion of Tract A be hereby reserved or created in favor of the Assignor herein, its successors or assigns, as well as the fee title owners or any parties whomsoever who might subsequently hereafter lawfully be in possession of Tract B, which said easement is of a nature hereinbelow described;

NOW, THEREFORE, it is agreed that there is hereby reserved by the Assignor herein, and simultaneously granted by the Assignee herein, an easement in favor of Assignor herein, its successors and assigns, as well as the owners of the fee title to Tract B, and such other party or parties as may hereafter legally be in possession of Tract B, over and upon a portion of the northeasternmost part of Tract A herein for the exclusive use and benefit of the Assignor or such other person or persons as may legally be in possession of Tract B, its or their invitees and guests, for the parking of fifteen standard sized automobiles. This easement shall likewise include the right to the use of such portion of Tract A as shall reasonably be required for ingress and egress to and from the said parking area. The parking space reserved shall be of a size not smaller than those required for parking spaces for automobiles under applicable zoning ordinances from time to time in effect affecting Tract A.

2017 2988 PAGE 527

This easement shall be construed as one running with the land with Tract B being the dominant parcel and Tract A being the subservient parcel. This easement shall terminate January 1, 2058.

Executed in Broward County, Florida, on this the day and year first above written.

PAIM OCEAN VILLAS, INC.

By [Signature] (SEAL)
President

Signed, sealed and delivered in the presence of:

ATTEST:

[Signature]
Secretary

[Signature]
[Signature]

McCULLOCH INVESTMENTS, INC.

By [Signature] (SEAL)
President

ATTEST:

[Signature]
Secretary

[Signature]
[Signature]

WEIR REALTY COMPANY

By [Signature] (SEAL)
Vice President

ATTEST:

[Signature]
Secretary

[Signature]
[Signature]

STATE OF FLORIDA } ss.:
COUNTY OF BROWARD }

Before me, the undersigned authority, personally appeared K. W. DAEHLER and MARY B. DAEHLER, as President and Secretary, respectively, of PALM OCEAN VILLAS, INC., a Florida corporation, to me personally known and known by me to occupy said offices, and they acknowledged to and before me that they executed the foregoing document and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid, on this the 15th day of March, 1965.

(SEAL)

John R. Gillespie
Notary Public

My Commission Expires:

NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 15, 1967

STATE OF FLORIDA } ss.:
COUNTY OF BROWARD }

Before me, the undersigned authority, personally appeared GEORGE L. McCULLOCH and GEORGE F. deCLAIRE, as President and Secretary, respectively, of McCULLOCH INVESTMENTS, INC., a Florida corporation, to me personally known and known by me to occupy said offices, and they acknowledged to and before me that they executed the foregoing document and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid, on this the 15th day of March, 1965.

(SEAL)

John R. Gillespie
Notary Public

My Commission Expires:

NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 15, 1967

STATE OF FLORIDA)
) ss.
COUNTY OF)

Before me, the undersigned authority, personally appeared MILTON N. WEIR, JR. and JOHN H. WEIR, as Vice President and Secretary, respectively, of WEIR REALTY COMPANY, a Florida corporation, to me personally known and known by me to occupy said offices, and they acknowledged to and before me that they executed the foregoing document and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid, on this the 13th day of March, 1965.

(SEAL)

Anna R. Peter
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Dec. 7, 1966
Bonded by American Surety Co. of N. Y.

OFF REC 2988 PAGE 530

ADDENDUM TO ASSIGNMENT OF LEASE AND CREATION
OF EASEMENT DATED March 12, 1965

The Agreement of Lease and Creation of Easement executed between
the undersigned parties on even date is hereby added to and supplemented
as follows:

ADDENDUM PROVISION NO. 1 - A parking sign not exceeding four
(4) square feet may be placed by PALM OCEAN VILLAS, INC., assignor, in
an appropriate spot on Parcel A, provided however, the same be within the
easement for parking purposes reserved. It is envisioned that such a sign will
be in good taste and appropriate to the surrounding improvements.

ADDENDUM PROVISION NO. 2 - That PALM OCEAN VILLAS, INC.,
its successors and assigns hereby covenant with McCULLOCH INVESTMENTS,
INC., and its successors and assigns, to indemnify and save them harmless
from any liability, injury or damage resulting from the activities of PALM
OCEAN VILLAS, INC., on the parking area reserved by the easement created in
the principal instrument to which this is an addendum.

IN WITNESS WHEREOF, the parties hereto have hereunto set their
hands and seals this 12th day of March, 1965.

Signed, sealed and delivered
in the presence of:

John R. Gillespie
George L. McCulloch

PALM OCEAN VILLAS, INC.

By: K. W. Daehler
K. W. Daehler, President

ATTEST:

Mary E. Daehler
Mary E. Daehler, Secretary

McCULLOCH INVESTMENTS, INC.

By: George L. McCulloch
George L. McCulloch, President

ATTEST:

George F. deClaire
George F. deClaire, Secretary

STATE OF FLORIDA
COUNTY OF

I hereby certify that on this day before me an officer duly qualified
to take acknowledgements, personally appeared George L. McCulloch and
George F. deClaire, the president and secretary respectively, of McCulloch
Investments, Inc., a Florida corporation, to me known to be the persons

OFF 2988 PAGE 531

described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of March, 1965.

My commission expires:

John R. Gilman
Notary Public

JOHN R. GILMAN
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 16, 1967

STATE OF FLORIDA

COUNTY OF Franklin

I hereby certify that on this day before me an officer duly qualified to take acknowledgement, personally appeared K. W. Daehler and Mary R. Daehler, the president and secretary respectively of Palm Ocean Villas, Inc., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of March, 1965.

My commission expires:

John R. Gilman
Notary Public

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

07 2900

000000

REG. 2988 PAGE 521

30

GRANT OF EASEMENT

THIS INDENTURE OF GRANT, made this 15th day of March, 1965 between
PALM OCEAN VILLAS, INC., a Florida corporation, Grantors, and
McCULLOCH INVESTMENTS, INC., a Florida corporation, Assignee of
George L. McCulloch d/b/a McCULLOCH CONSTRUCTION, whose post office
address is 48 Fort Royal Isle, Broward County, Fort Lauderdale, Florida,
Grantee;

WITNESSETH, That for and in consideration of the sum of TEN DOLLARS
(\$10.00) cash in hand paid, the receipt of which is hereby acknowledged,
the Grantor has this day bargained and sold, and by these presents does
bargain, sell, convey, transfer, grant and deliver unto McCULLOCH INVEST-
MENTS, INC., Grantee, an easement and right-of-way including the right to
enter upon the real estate hereinafter described, as below delimited, for purposes
of affording beach access between Florida Highway A1A and the Atlantic Ocean.
The easement herein granted shall be three (3) feet in width and shall be
located on the southerly boundary of the below described property located in
the County of Broward, State of Florida, to-wit:

A tract of land in Section 6, Township 49 South, Range
43 East, bounded as follows:

On the east by the Atlantic Ocean; on the west by the
easterly right-of-way line of State Road A1A; on the
north by a line parallel to and 1650 feet south of,
measured at right angles to, the east and west quarter
section line in said Section 6; on the south by a line
parallel to and 1750 feet south of, measured at right
angles to, the aforesaid east and west quarter section
line in said Section 6.

The Grantee shall have the right to construct stepping stones or other similar
surfacing on the easement granted; likewise the Grantee shall have the right to
construct permanent steps at the terminus of the easement down to the beach.

To have and to hold the said easement and right-of way unto
McCulloch Investments, Inc., Grantee and unto its successors and assigns
for the full term of that certain sublease executed between WEIR REALTY
COMPANY, a Florida corporation, and PALM OCEAN VILLAS, INC., Grantor
herein, binding their respective successors and assigns, executed the 30 th day

RECORDED
MAR 29 1965
BROWARD COUNTY
FLORIDA
030

65 MAR 29 AM 11:45

Return to
[illegible]

3.25

07 2900

of September, 1963, and filed for record in Official Records Book 2674, Page 659, Broward County, Florida, such sublease enduring until 12:00 o'clock noon on November 1, 2055 A.D. The Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the real estate above described under the lease instrument above referred to, that it has a good and lawful right to make this grant, that it is presently *RWC* *of the C* free from all encumbrances except those stated in the sublease agreement hereinbefore recited, and that it will forever warrant and defend the title thereto for the duration of its sublease against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Secretary the day and year above written.

(Corporate Seal)

Attest: *Mary B. Daehler*
Mary B. Daehler, Secretary

PALM OCEAN VILLAS, INC.

By: *K. W. Daehler*
K. W. Daehler, President

Signed, sealed and Delivered in our presence:

Janora Roberts
Emmett Williams

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

STATE OF FLORIDA

COUNTY OF *BROWARD*

I HEREBY CERTIFY, That on this *15th* day of March, 1965, before me personally appeared K. W. Daehler and Mary B. Daehler, President and Secretary respectively of PALM OCEAN VILLAS, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes herein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at *Boynton Beach* the County of *Broward* and State of Florida *the 15th day of March 1965* aforesaid.

Janora Roberts
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 14, 1966
BROWARD COUNTY, FLORIDA

66- 24015

CORRECTIVE ASSIGNMENT OF LEASE

REC 3187 MAY 571

This Assignment of Lease executed this 30th day of September, 1963, by WEIR REALTY COMPANY, a Florida corporation (hereinafter referred to as "Assignor"), to PALM OCEAN VILLAS, INC., a Florida corporation (hereinafter referred to as "Assignee");

W I T N E S S E T H :

In consideration of the sum of TEN DOLLARS (\$10.00) and OTHER VALUABLE CONSIDERATIONS, receipt whereof is hereby acknowledged by Assignor, the Assignor does hereby transfer, assign and set over unto the Assignee, its successors and assigns, that certain ninety-nine year lease dated January 1, 1959, wherein ALTON W. LICK and HILDA F. LICK are lessors and Assignor herein is lessee, which said lease is recorded in Official Record Book 1982, Page 374 of the public records of Broward County, Florida, and which demises the following described lands located in Broward County, Florida:

66-24015 P 92
A parcel of land in Government Lot 9, Section 6, Township 49 South, Range 43 East, Broward County, Florida, bounded as follows: On the north, by a line parallel to, and 1750 feet southerly from, measured at right angles to, the east and west Quarter Section line of said Section 6; on the south, by a line parallel to, and 100 feet southerly from, measured at right angles to, the north boundary of the parcel hereby described; on the west, by the west line of said Government Lot 9; and on the east, by the westerly right of way line of State Road No. A-1-A; said lands situate, lying and being in Broward County, Florida.

In consideration of the foregoing assignment, the Assignee does hereby expressly accept and agree to all of the terms and conditions in said lease agreement contained to be kept and performed by the lessee therein, and does hereby expressly assume and agree to perform each and every such term, covenant, condition and obligation required by said lease to be performed by the lessee therein.

PROVIDED, HOWEVER, it is expressly agreed that in the event the Assignee herein shall default in the performance of any

George H. de Carlin
998 *Ed. Fred. Ross. Retore*

term, condition, covenant or obligation required by said lease agreement to be performed or kept by the lessee thereunder and such default shall continue for a period of thirty days after notice shall have been given by the landlord to the tenant pursuant to said lease agreement, then and in that event, the Assignor herein shall have the right, at its option, to take such action or make such payments as may be required to restate the said lease agreement to good standing, and if the Assignor herein shall so do, then and in that event this assignment shall become thereupon null and void and the Assignee herein shall surrender possession of the above described lands to the Assignor hereunder and shall execute such assignment or other document as may be requested by the Assignor herein to evidence the transfer of the lease-hold interest described hereinabove back to the Assignor herein; and

PROVIDED, FURTHER, that in the event Assignee herein should default in the performance of any obligation imposed upon it by a certain sublease from Assignor herein to Assignee herein bearing the same date as this assignment, and demising the following described lands located in Broward County, Florida:

66-24015-893
A tract of land in Section 6, Township 49 South, Range 43 East, bounded as follows: On the east by the Atlantic Ocean; on the west by the easterly right-of-way line of State Road A-1-A; on the north by a line parallel to and 1650 feet south of, measured at right angles to, the east and west quarter section line in said Section 6; on the south by a line parallel to and 1750 feet south of, measured at right angles to, the aforesaid east and west quarter section line in said Section 6;

Together with all furniture and furnishings located in the improvements situate on said lands, an inventory of which is attached to said sublease;

and such default shall not be remedied within the time prescribed

by Paragraph 13 of said sublease, then and in that event such

default shall ~~ipso facto~~ constitute a default hereunder and this

assignment shall thereupon be null and void. In such event, the

OFF. REC. 3187 MAY 573

Assignee herein covenants and agrees that it will execute and deliver to Assignor such document or documents as Assignor shall request to evidence the transfer of the leasehold interest described hereinabove back to the Assignor herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on this the day and year first above written.

Signed, sealed and delivered in the presence of:

WEIR REALTY COMPANY

BY

Vice President

ATTEST:

Assistant Secretary

Imelda T. Tette

Margaret T. Simmons

PALM OCEAN VILLAS, INC.

BY

President

ATTEST:

Secretary

John S. Kolesar

Oscar M. Farnes

(Explanatory Note - The purpose of this Corrective Assignment of Lease is to correct the date of the 99 year lease)

STATE OF FLORIDA)
COUNTY OF BROWARD) ss.:

Before me, the undersigned authority, personally appeared Milton W. Weir, Jr. and John R. Weir, as Vice President and Assistant Secretary respectively, of WEIR REALTY COMPANY, a Florida corporation, to me personally known and known by me to be said officers, and they acknowledged to and before me that they executed the foregoing assignment of lease and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid, on this the 15th day of May, 1945.

Barbara L. Johnson
Notary Public

My Commission Expires:

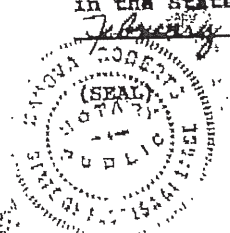
Notary Public, State of Florida at Large
My Commission Expires May 15, 1948
Bonded by American Surety Co. of N. Y.

OFF 3187 PAGE 574
REC

STATE OF FLORIDA)
: SS.:
COUNTY OF BROWARD)

Before me, the undersigned authority, personally appeared K. W. Daehler and Mary B. Daehler, as President and Secretary respectively of PALM OCEAN VILLAS, INC., a Florida corporation, to me personally known and known by me to be said officers, and they acknowledged to and before me that they executed the foregoing assignment of lease and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State and County last aforesaid, on this the 26th day of February, 1966.

A circular notary seal for the State of Florida, County of Broward. The seal contains the text "NOTARY PUBLIC STATE OF FLORIDA" and "BROWARD COUNTY".
Lanora K. Oberb
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA IN LARGE
MY COMMISSION EXPIRES JULY, 1968
BONDED THROUGH FRANK W. BENTLEY/MORRIS

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

5. McCulloch Investments, Inc. subleased all of its right title and interest in the WTA Property under the Prime Lease to George L. McCulloch by virtue of that certain Sub-Lease, dated February 15, 1966, recorded in official records Book 3187, at Page 575.

66- 24016

SUB-LEASE

OFF. REC. 3187 PAGE 575

THIS SUB-LEASE, made as of the 15TH day of FEBRUARY, 1966, between McCULLOCH INVESTMENTS, INC., a Florida Corporation, hereinafter called the Sub-Lessor, and GEORGE L. McCULLOCH, of 48 Fort Royal Isle, Fort Lauderdale, Florida, hereinafter called the Sub-Lessee.

W I T N E S S E T H :

That in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS, receipt whereof is hereby acknowledged by Sub-Lessor, and the mutual covenants set forth herein, the Sub-Lessor does hereby sublease and sublet to the Sub-Lessee the property situated in Broward County, Florida described as follows:

"A parcel of land in Government Lot 9, Section 6, Township 49 South, Range 43 East, Broward County, Florida, bounded as follows: On the north, by a line parallel to, and 1750 feet southerly from, measured at right angles to, the east and west Quarter Section line of said Section 6; on the South, by a line parallel to, and 100 feet southerly from, measured at right angles to, the north boundary of the parcel hereby described; on the west, by the west line of said Government Lot 9; and on the east, by the westerly right of way line of State Road No. A-1-A; said lands situate, lying and being in Broward County, Florida."

This Sub-Lease shall begin on the 15TH day of FEBRUARY, 1966, and shall continue until 10:00 A.M. on January 1, 2058, unless sooner terminated, as hereinafter provided.

The rent shall be \$5,010.00 per annum, which rent shall be payable in equal installments in advance. The first installment of \$5,010.00 representing the rent for the first year of the term, shall be due as of the date of execution of this Sub-Lease, and for each year thereafter on January 2 of that year.

Each of the parties hereto agrees that the original ninety-nine year lease dated January 1, 1959 between ALTON W. LICK and HILDA F. LICK, his wife (LESSOR) and WEIR REALTY COMPANY, a Florida corporation (LESSEE), recorded in O.R. Book 1982,

Do

Page 374, Broward County Records; the Assignment of Lease dated September 30, 1963 between WEIR REALTY COMPANY, a Florida corporation, (Assignor) and PALM OCEAN VILLAS, INC., a Florida corporation, (Assignee) recorded in O.R. Book 2674, Page 654, Broward County Records; the Assignment of Lease and Creation of Easement, and Addendum thereto both dated March 12, 1965 between PALM OCEAN VILLAS, INC., a Florida Corporation (Assignor), and McCULLOCH INVESTMENTS, INC., a Florida corporation (Assignee), recorded in O.R. Book 2988, Page 523, Broward County Records, are made a part of this Sub-Lease by reference, and the Sub-Lessee agrees to abide by the terms and conditions of the abovementioned instruments in conjunction with the terms and conditions of this Sub-Lease, and the Sub-Lessee expressly accepts and agrees to all the terms and covenants of the abovementioned instruments, to be kept and performed by the Sub-Lessee insofar as applicable.

IN WITNESS WHEREOF, this Sub-Lease has been executed on this the day and year above written.

WITNESSES

Joyce Carlson
Marianne Van Ocker

McCULLOCH INVESTMENTS, INC.

BY George L. McCulloch
President

ATTEST Shirley McCulloch
Secretary
(SUB-LESSOR)

WITNESSES

Joyce Carlson
Marianne Van Ocker

George L. McCulloch
GEORGE L. McCULLOCH
(SUB-LESSEE)

STATE OF FLORIDA

COUNTY OF Volusia

Before me the undersigned authority, personally appeared George L. McCulloch as President and Secretary respectively, of McCULLOCH INVESTMENTS, INC., to me personally known and known by me to be said officers and they acknowledged to and before me that they executed the foregoing Sub-Lease and that same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid, on this the 15th day of February, 1966.

Patricia A. Brand
Notary Public

Aug. 7, 1967

STATE OF FLORIDA

COUNTY OF Volusia

Before me, the undersigned authority, personally appeared GEORGE L. McCULLOCH, to me personally known and he acknowledged to and before me that he executed the foregoing Sub-Lease freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid, on this the 15th day of February, 1966.

Patricia A. Brand
Notary Public

Aug. 7, 1967

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

6. George L. McCulloch sub-subleased all of his right, title and interest in and to the WTA Property under the sublease of the Prime Lease to National Structures, Inc. by virtue of that certain Sub-lease dated March 4, 1966, recorded in Official Records Book 3187, at Page 578.

68- 24017

REC. 3187 PAGE 578

SUB-LEASE

THIS SUB-LEASE, made as of the 4TH day of MARCH 1966, between GEORGE L. McCULLOCH, hereinafter called the Sub-Lessor and NATIONAL STRUCTURES, INC., a Florida corporation of 48 Fort Royal Isle, Fort Lauderdale, Florida, hereinafter called the Sub-Lessee.

W I T N E S S E T H :

That in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS, receipt whereof is hereby acknowledged by Sub-Lessor, and the mutual covenants set forth herein, the Sub-Lessor does hereby sublease and sublet to the Sub-Lessee the property situated in Broward County, Florida described as follows:

"A parcel of land in Government Lot 9, Section 6, Township 49 South, Range 43 East, Broward County, Florida, bounded as follows: On the north, by a line parallel to, and 1750 feet southerly from, measured at right angles to, the east and west Quarter Section line of said Section 6; on the South, by a line parallel to, and 100 feet southerly from, measured at right angles to, the northern boundary of the parcel hereby described; on the west, by the west line of said Government Lot 9; and on the east, by the westerly right of way line of State Road No. A-1-A; said lands situate, lying and being in Broward County, Florida."

This Sub-Lease shall begin on the 4TH day of MARCH, 1966, and shall continue until 9:00 A.M. on January 1, 2058, unless sooner terminated, as hereinafter provided.

The rent shall be \$20,000.00 per annum, which rent shall be payable in equal installments in advance. The first installment of \$20,000.00 representing the rent for the first year of the term, shall be due as of the date of execution of this Sub-Lease, and for each year thereafter on January 2 of that year.

Each of the parties hereto agrees that the original ninety-nine year lease dated January 1, 1959 between ALTON W. LICK and HILDA F. LICK, his wife (LESSOR) and WEIR REALTY COMPANY, a Florida corporation (LESSEE), recorded in O.R. Book 1982, Page 374, Broward County Records; the Assignment of Lease dated

RETURN TO
GEORGE L. McCULLOCH
398 SO. FEDERAL HIGHWAY
BOCA RATON, FLORIDA

September 30, 1963 between WHIR REALTY COMPANY, a Florida corporation, (Assignor) and PALM OCEAN VILLAS, INC., a Florida corporation, (Assignee) recorded in O.R. Book 2674, Page 654, Broward County Records; the Assignment of Lease and Creation of Easement, and Addendum thereto both dated March 12, 1965 between PALM OCEAN VILLAS, INC., a Florida corporation (Assignor), and McCULLOCH INVESTMENTS, INC., a Florida corporation (Assignee), recorded in O.R. Book 2988, Page 523, Broward County Records, are made a part of this Sub-Lease by reference, and the Sub-Lessee agrees to abide by the terms and conditions of the abovementioned instruments in conjunction with the terms and conditions of this Sub-Lease, and the Sub-Lessee expressly accepts and agrees to all the terms and covenants of the abovementioned instruments, to be kept and performed by the Sub-Lessee insofar as applicable.

And the said Sub-Lessee and Sub-Lessor further covenant and agree as follows:

(1) DOLLAR DEVALUATION CLAUSE

"In the event that the United States dollar should ever be officially devalued by the United States government or replaced by a regular specie of a lesser value, the rental to be paid by the Sub-Lessee to the Sub-Lessor or any purchase price to be paid to the Sub-Lessor by the Sub-Lessee shall be increased in proportion to such devaluation so that the rental to be paid to the Sub-Lessor or the purchase price of the property covered by this Lease to be paid to the Sub-Lessor shall be the same in terms of actual value as the United States dollar was on January 1, 1965."

(2) COST OF LIVING ESCALATION CLAUSE

"The Sub-Lessee shall pay to the Sub-Lessor for the demised premises during the term of this lease in lawful money of the United States the sum of Twenty Thousand Dollars (\$20,000.00) for each lease year that this lease is in effect, as and for a minimum basic annual rental, such minimum basic annual rental is based upon the cost of living at the time of execution of this instrument, February 4, 1966, as reflected in the United States Department of Commerce Consumers' Price Index, which stood at 110.0 on February 4, 1966 (Base Period 1957-1959-100). It is agreed by the parties hereto that the minimum annual rental shall be adjusted in the following manner at ten year intervals beginning January 2, 1976 during the term

hereof at the Sub-Lessor's election on the basis of the said United States Department of Commerce Consumer Price Index, or, if there shall be no such Consumer Price Index, then by the successor of the most nearly comparable successor index thereto (appropriately adjusted to this base):

(a) The basic index figure for the purpose hereof shall be the aforesaid index figure for February 4, 1966, that is to say 110.0. If the corresponding index figure for December 1975, and for each 10 years thereafter during the term of this lease, shall exceed the said basic index figure for February 1, 1966 (that is to say shall exceed 110.0) then the minimum annual rental for the lease year commencing January 2, 1976, and similarly for each lease year thereafter shall be increased to an amount arrived at by multiplying the said \$20,000.00 minimum annual rental then payable by a fraction of which the numerator shall be the index figure for the month of December preceding such lease year, and the denominator shall be 110.0.

(b) The increased minimum annual rental so obtained (by applying the fraction aforesaid against the \$20,000.00 minimum annual rental as provided in paragraph (a) above) shall be payable to the Sub-Lessor in annual installments as nearly equal as may be, commencing with the second day of January in each such lease year to and including the next decennial cost of living adjustment.

(c) Notwithstanding any possible provision to the contrary contained herein, it is agreed by the parties hereto that the minimum annual rental payable hereunder for any lease year during the term hereof shall not be less than Twenty Thousand Dollars (\$20,000.00).

IN WITNESS WHEREOF, this Sub-Lease has been executed on this the day and year above written.

WITNESSES

James Carlin
Marianne Van Dusen

George L. McCulloch
GEORGE L. MCCULLOCH
(SUB-LESSOR)

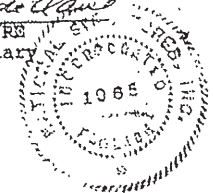
WITNESSES

James Carlin
Marianne Van Dusen

NATIONAL STRUCTURES, INC.

BY George L. McCulloch (SEAL)
GEORGE L. MCCULLOCH, President

ATTEST George F. deClair
GEORGE F. deCLAIRE
Assistant Secretary
(SUB-LESSEE)



STATE OF FLORIDA

COUNTY OF Broward

Before me, the undersigned authority, personally appeared
GEORGE L. McCULLOCH, to me personally known and he acknowledged
to and before me that he executed the foregoing Sub-Lease freely
and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal in the State and County last aforesaid, on this
the 4th day of March, 1966.

Patricia P. Green
Notary Public

STATE OF FLORIDA

COUNTY OF Broward

Before me, the undersigned authority, personally appeared
GEORGE L. McCULLOCH and GEORGE F. deCLAIRE as President and
Assistant Secretary respectively, of NATIONAL STRUCTURES, INC.,
to me personally known and known by me to be said officers and
they acknowledged to and before me that they executed the fore-
going Sub-Lease and that same is the act and deed of said
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal in the State and County last aforesaid, on this
the 4th day of March, 1966.

Patricia P. Green
Notary Public

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

7. National Structures, Inc. assigned all of its right, title and interest in and to the WTA Property to McCulloch Investments, Inc. by virtue of that certain Assignment of Sub-Lease, dated April 4, 1966 recorded in Official Records Book 3211, at Page 641.

66- 37614

OFF. REG. 3211 PAGE 641

ASSIGNMENT OF SUB-LEASE

THIS SUB-LEASE, made as of the 4th day of April, 1966, between NATIONAL STRUCTURES, INC., a Florida corporation hereinafter called the Assignor and McCULLOCH INVESTMENTS, INC., a Florida corporation of 48 Fort Royal Isle, Fort Lauderdale, Florida, hereinafter called the Assignee.

WITNESSETH:

That in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged by Assignor, and the mutual covenants set forth herein, the Assignor does hereby assign all of its right, title and interest in that certain instrument of sublease under date of March 4, 1966, and recorded March 10, 1966 in Official Records of Broward County, Florida, Book 3187, Page 578, to the Assignee, said leasehold property being situated in Broward County, Florida and described as follows:

66-37614-PSV
A parcel of land in Government Lot 9, Section 6, Township 49 South, Range 43 East, Broward County, Florida, bounded as follows: On the north, by a line parallel to, and 1750 feet southerly from, measured at right angles to, the east and west Quarter Section line of said Section 6; on the South, by a line parallel to, and 100 feet southerly from, measured at right angles to, the north boundary of the parcel hereby described; on the west, by the west line of said Government Lot 9; and on the east, by the westerly right of way line of State Road No. A-1-A, said lands situate, lying and being in Broward County, Florida.

This Assignment shall begin on the 4th day of April, 1966, and shall continue until 9:00 A. M. on January 1, 2058, and shall be subject to all the terms and conditions as set forth in the Sub-Lease herein assigned, under date of March 4, 1966 and recorded March 10, 1966 in the Official Records of Broward County, Florida, Book 3187, Page 578, which the Assignee in accepting this Assignment agrees to abide by and perform.

RETURN TO
GEORGE F. JO. CLAIR
199 SO. FEDERAL HIGHWAY
BOCA RATON, FLORIDA

66 APR 15 AM 11:22

RECORDED

OFF. REC. 3211 PAGE 642

STATE OF FLORIDA

COUNTY OF Duval

Before me, the undersigned authority, personally appeared
GEORGE L. McCULLOCH and GEORGE F. deCLAIRE as President and
Secretary respectively, of McCULLOCH INVESTMENTS, INC., to me
personally known and known by me to be said officers and they acknowledged
to and before me that they executed the foregoing Sub-Lease and that same is
the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal in the State and County last aforesaid, on this the 4th day of April,
1966.

Pitman D. Brown
Notary Public

My Commission expires:

My Commission expires: 1966

Aug. 7, 1967

MICROFILMED

OFF REC. 3211 PAGE 643

IN WITNESS WHEREOF, this Assignment of Sub-Lease has been
executed on this the day and year above written.

WITNESSES

Joyce Carlin

Marianne Van Acker

NATIONAL STRUCTURES, INC., a
Florida corporation

By George L. McCulloch
GEORGE L. McCULLOCH, President

ASSIGNOR

ATTEST George F. deClaire
GEORGE F. deCLAIRE
Assistant Secretary

WITNESSES

Joyce Carlin

Marianne Van Acker

McCULLOCH INVESTMENTS, INC., a
Florida corporation

By George L. McCulloch
GEORGE L. McCULLOCH, President

ASSIGNEE

ATTEST George F. deClaire
GEORGE F. deCLAIRE
Assistant Secretary

STATE OF FLORIDA

COUNTY OF Broward

Before me, the undersigned authority, personally appeared
GEORGE L. McCULLOCH and GEORGE F. deCLAIRE as President and
Assistant Secretary respectively, of NATIONAL STRUCTURES, INC., to me
personally known and known by me to be said officers and they acknowledged
to and before me that they executed the foregoing Sub-Lease and that same is
the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal in the State and County last aforesaid, on this the 4th day of April
1966.

Notary Public for the State of Florida at Large
My Commission expires:

Aug. 7, 1967

Notary Public

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

DN 3344

66-112588

OFF. 3344 PAGE 889
REC.

PARTIAL
RELEASE OF ASSIGNMENT OF SUB-LEASE
(Apts. 101-112, 114-118, 201-212, 214-218, 301-312, 314-318)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on the 4th day of April, 1966, NATIONAL STRUCTURES, INC., a Florida corporation, as Assignor, and McCULLOCH INVESTMENTS, INC., as Assignee, entered into an Assignment of Sub-Lease thereafter recorded on April 15, 1966 in Official Records-Book-3211, Page 641, Broward County, Florida, and

WHEREAS, NATIONAL STRUCTURES, INC. is the developer of the Whittier Towers Cooperative Apartments, and desires to convey proprietary leasehold title to Apartment Nos. 101-112, 114-118, 201-212, 214-218, 301-312, 314-318 thereof, through the WHITTIER TOWERS APARTMENTS ASSOCIATION, INC.

NOW THEREFORE, for the consideration of ten dollars (\$10.00), the receipt of which is acknowledged, and other good and valuable considerations, McCULLOCH INVESTMENTS, INC., a Florida corporation, does hereby release, and re-assign the assignment of said sub-lease to NATIONAL STRUCTURES, INC. of 48-54 Royal Isle, Fort Lauderdale, Florida, as to the following described premises situate in Broward County:

APARTMENT NOS. 101-112, 114-118, 201-212, 214-218, 301-312, 314-318, WHITTIER TOWERS APARTMENTS, a Cooperative Apartment Building, according to the plot plan thereof, the same being located upon lands described as:

2-59-33520-77
A parcel of land in Government Lot 9, Section 6, Township 49-South, Range 43 East, Broward County, Florida, bounded as follows: On the north, by a line parallel to, and 1750 feet southerly from, measured at right angles to, the east and west Quarter Section line of said Section 6; on the south, by a line parallel to, and 100 feet southerly from, measured at right angles to, the north boundary of the parcel hereby described; on the west, by the west line of said Government Lot 9; and on the east, by the westerly right of way line of State Road No. A-1-A; said lands situate, lying and being in Broward County, Florida.

66 DEC 27 PM 9:06

RETURN TO
GEORGE F. de CLAIRE
998 SO. FEDERAL HIGHWAY

PAGE 889

DN 3344

OFF 3344 PAGE 890

Subject to Easement given to FLORIDA POWER & LIGHT COMPANY dated October 18, 1956 and filed November 7, 1956 in Book 762, Page 625 of Official Records of Broward County, Florida (S 2 1/2' of E 18'), and additional Easement given to FLORIDA POWER & LIGHT COMPANY dated July 26, 1966 and filed in Official Records Book 3279, Page 782, Broward County, Florida.

Subject to Easement granted by McCULLOCH INVESTMENTS, INC., a Florida corporation, from which Sellers title is deraigned to PALM OCEAN VILLAS, INC. regarding automobile parking rights for 15 standard size automobiles, dated March 12, 1966, O. R. Book 2988, Page 623, Broward County, Florida.

Subject to that certain mortgage between McCULLOCH INVESTMENTS, INC. and the First Federal Savings and Loan Association of Lake Worth, dated April 1, 1966 and recorded April 15, 1966 in O. R. Book 3211, Page 644, Broward County, Florida, in the original principal sum of \$350,000.

And further subject to all zoning ordinances and regulations of the County of Broward, Florida, and any other applicable municipal authority, and subject to all public utility easements of record, deed restrictions of record, and all limitations, conditions and reservations of record.

This instrument is to subsist ad interim until such time as a complete Release of the above described premises (as well as the apartment units situate thereon), as recited above, may be effected between the parties hereto, or until 9:00 a. m., January 1, 2058, which ever occurs earlier.

IN WITNESS WHEREOF, this Release of Assignment of Sub-Lease as to the Apartments indicated has been executed this 9th day of December, 1966.

Witnesses:

Marianne Van Allen
Joyce Carlson

McCULLOCH INVESTMENTS, INC., a
Florida corporation

BY: George L. McCulloch
GEORGE L. McCULLOCH, President

Attest:

James L. McLean
Secretary

PAGE 890

DN 3344

OFF. 3344 PAGE 891
REC. 3344

NATIONAL STRUCTURES, INC.
Florida corporation.

Witnesses:

Marianne Van Allen

Joyce Carlson

BY George L. McCulloch
GEORGE L. McCULLOCH, President

Attest: George F. deClaire
Secretary

STATE OF FLORIDA ..
COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared GEORGE L. McCULLOCH and GEORGE F. deCLAIRE as President and Assistant Secretary respectively, of McCULLOCH INVESTMENTS, INC., to me personally known and known by me to be said officers and they acknowledged to and before me that they executed the foregoing Sub-Lease and that same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid, on this the 9th day of December, 1966.

Patricia O'Brien
Notary Public

STATE OF FLORIDA ..
COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared GEORGE L. McCULLOCH and GEORGE F. deCLAIRE as President and Assistant Secretary respectively, of NATIONAL STRUCTURES, INC., to me personally known and known by me to be said officers and they acknowledged to and before me that they executed the foregoing Sub-Lease and that same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid, on this the 9th day of December, 1966.

Patricia O'Brien
Notary Public

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

PAGE 891

8. McCulloch Investment, Inc. gave that certain Partial Release and Assignment of Sub-Lease in favor of National Structures, Inc., of its right, title and interest in and to Apartment Numbers 101-102, 104-112, 114-118, 201-212, 214-218, 301-312, and 314-314, situated upon the WTA Property, in that certain instrument dated April 4, 1966, recorded in Official Records Book 3344, Page 889 (the "Partial Release and Assignment"), as reformed in that certain Judgment, dated May 13, 1980, recorded in Official Records Book 8910, at Page 615.

DN 3344

66-112588

OFF REC 3344 PAGE 889

PARTIAL
RELEASE OF ASSIGNMENT OF SUB-LEASE
(Apts. 101-112, 114-118, 201-212, 214-218, 301-312, 314-318)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on the 4th day of April, 1966, NATIONAL STRUCTURES, INC., a Florida corporation, as Assignor, and McCULLOCH INVESTMENTS, INC., as Assignee, entered into an Assignment of Sub-Lease thereafter recorded on April 15, 1966 in Official Records-Book-3211, Page 641, Broward County, Florida, and

WHEREAS, NATIONAL STRUCTURES, INC. is the-developer of the Whittier Towers Cooperative Apartments, and desires to convey proprietary leasehold title to Apartment Nos. 101-112, 114-118, 201-212, 214-218, 301-312, 314-318 thereof, through the WHITTIER TOWERS APARTMENTS ASSOCIATION, INC.

NOW THEREFORE, for the consideration of ten dollars (\$10.00), the receipt of which is acknowledged, and other good and valuable considerations, McCULLOCH INVESTMENTS, INC., a Florida corporation, does hereby release, and re-assign the assignment of said sub-lease to NATIONAL STRUCTURES, INC. of 43-Ft. Royal Isle, Fort Lauderdale, Florida, as to the following described premises situate in Broward County:

APARTMENT NOS. 101-112, 114-118, 201-212, 214-218, 301-312, 314-318, WHITTIER TOWERS APARTMENTS, a Cooperative Apartment Building, according to the plot plan thereof, the same being located upon lands described as:

269 325 211-77
A parcel of land in Government Lot 9, Section 6, Township 49-South, Range 43 East, Broward County, Florida, bounded as follows: On the north, by a line parallel to, and 1750 feet southerly from, measured at right angles to, the east and west Quarter Section line of said Section 6; on the south, by a line parallel to, and 100 feet southerly from, measured at right angles to, the north boundary of the parcel hereby described; on the west, by the west line of said Government Lot 9; and on the east, by the westerly right of way line of State Road No. A-1-A; said lands situate, lying and being in Broward County, Florida.

66 DEC 27 PM 9:06

RETURN TO
GEORGE F. de-CLARE
998 SO. FEDERAL HIGHWAY

PAGE 889

DN 3344

OFF 3344 PAGE 890

Subject to Easement given to FLORIDA POWER & LIGHT COMPANY, dated October 18, 1956 and filed November 7, 1956 in Book 762, Page 625 of Official Records of Broward County, Florida (S 2 1/2' of E 18'), and additional Easement given to FLORIDA POWER & LIGHT COMPANY, dated July 26, 1966 and filed in Official Records Book 3279, Page 782, Broward County, Florida.

Subject to Easement granted by McCULLOCH INVESTMENTS, INC., A Florida corporation, from which Sellers title is de-raigned to PALM OCEAN VILLAS, INC. regarding automobile parking rights for 15 standard size automobiles, dated March 12, 1965, O.R. Book 2988, Page 523, Broward County, Florida.

Subject to that certain mortgage between McCULLOCH INVESTMENTS, INC. and the First Federal Savings and Loan Association of Lake Worth, dated April 1, 1966 and recorded April 15, 1966 in O.R. Book 3211, Page 644, Broward County, Florida, in the original principal sum of \$350,000.

And further subject to all zoning ordinances and regulations of the County of Broward, Florida, and any other applicable municipal authority, and subject to all public utility easements of record, deed restrictions of record, and all limitations, conditions and reservations of record.

This instrument is to subsist ad interim until such time as a complete Release of the above described premises (as well as the apartment units situate thereon), as recited above, may be effected between the parties hereto, or until 9:00 a. m., January 1, 2058, which ever occurs earlier.

IN WITNESS WHEREOF, this Release of Assignment of Sub-Lease as to the Apartments indicated has been executed this 9th day of December 1966.

Witnesses:

Marionne Van Allen

Joyce Carlin

McCULLOCH INVESTMENTS, INC.
Florida corporation

BY: George L. McCulloch
GEORGE L. McCULLOCH, President

Attest:

James L. McCain
Secretary

PAGE 890

OFF. 3344 PAGE 891

NATIONAL STRUCTURES, INC., a
Florida corporation.

Witnesses:

Marianne Van Allen

BY George L. McCulloch
GEORGE L. McCULLOCH, President

Joyce Carlson

Attest: George F. deClaire
Secretary

STATE OF FLORIDA ..

COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared GEORGE L. McCULLOCH and GEORGE F. deCLAIRE as President and Assistant Secretary respectively, of McCULLOCH INVESTMENTS, INC., to me personally known and known by me to be said officers and they acknowledged to and before me that they executed the foregoing Sub-Lease and that same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid, on this the 9th day of December, 1966.

Patricia O'Brien
Notary Public

STATE OF FLORIDA ..

COUNTY OF BROWARD

Before me, the undersigned authority, personally appeared GEORGE L. McCULLOCH and GEORGE F. deCLAIRE as President and Assistant Secretary respectively, of NATIONAL STRUCTURES, INC., to me personally known and known by me to be said officers and they acknowledged to and before me that they executed the foregoing Sub-Lease and that same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid, on this the 9th day of December, 1966.

Patricia O'Brien
Notary Public

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

9. National Structures, Inc. sub-sub-sub-subleased all of its right, title and interest in and to Apartment Numbers 101-102, 104-112, 114-118, 201-212, 214-218, 301-312, and 314-314 to Whittier Towers Apartments, Inc. in that certain Sub-Lease dated December 9, 1966, recorded in Official Records Book 3344, at Page 892 (the "Ground Lease"), as reformed in that certain Judgment, dated May 13, 1980, recorded in Official Records Book 8910, at Page 615.

DN 3344

66-112589

SUB-LEASE

OFF REC 3344 PAGE 892

THIS SUB-LEASE, made as of the 9th day of December, 1966, between NATIONAL STRUCTURES, INC., a Florida corporation, of 48 Ft. Royal Isle, Fort Lauderdale, Florida, hereinafter called the Sub-Lessor, and WHITTIER TOWERS APARTMENTS ASSOCIATION, INC., of 1439 S. Ocean Boulevard, P.O. Pompano Beach, Florida, hereinafter called the Sub-Lessee.

WITNESSETH:

That in consideration of the sum of TEN DOLLARS-(\$10.00) AND OTHER VALUABLE CONSIDERATIONS, receipt whereof is hereby acknowledged by Sub-Lessor, and the mutual covenants set forth herein, the Sub-Lessor does hereby sublease and sublet to the Sub-Lessee the property situated in Broward County, Florida, described as follows:

APARTMENT NOS. 101-102, 104-112, 114-118, 201-212, 214-218, 301-312, 314-318, WHITTIER TOWERS APARTMENTS, a Cooperative Apartment Building, according to the plot plan thereof, the same being located upon lands described as:

A parcel of land in Government Lot 9, Section 6, Township 49 South, Range 43 East, Broward County, Florida, bounded as follows: On the north, by a line parallel to, and 1750 feet southerly from, measured at right angles to, the east and west Quarter-Section line of said Section 6; on the south, by a line parallel to, and 100 feet southerly from, measured at right angles to, the north boundary of the parcel hereby described; on the west, by the west line of said Government Lot 9; and on the east, by the westerly right of way line of State Road No. A-1-A; said lands situate, lying and being in Broward County, Florida.

Subject to Easement given to FLORIDA POWER & LIGHT COMPANY dated October 18, 1956 and filed November 7, 1956 in Book 762, Page 625 of Official Records of Broward County, Florida (S. 2 1/2' of E 18') and additional Easement given to FLORIDA POWER & LIGHT COMPANY dated July 26, 1966 and filed in Official Records Book 3279, Page 782, Broward County, Florida.

Subject to Easement granted by McCULLOCH INVESTMENTS, INC., a Florida corporation, from which Sellers title is derived to PALM OCEAN VILLAS, INC. regarding automobile parking rights for 15 standard size automobiles, dated March 12, 1965, O.R. Book 2988, Page 523, Broward County, Florida.

66 DEC 27 AM 9:06

RETURN TO
GEORGE F. de CLARE
998 SO. FEDERAL HIGHWAY
FORT LAUDERDALE, FLORIDA

6

PAGE 892

OFF. 3344 PAGE 893

Subject to that certain mortgage between McCULLOCH INVESTMENTS, INC. and the First Federal Savings and Loan Association of Lake Worth, dated April 1, 1966 and recorded April 15, 1966 in O. R. Book 3211, Page 644, Broward County, Florida, in the original principal sum of \$350,000.

And further subject to all zoning ordinances and regulations of the County of Broward, Florida, and any other applicable municipal authority, and subject to all public utility easements of record, deed restrictions of record, and all limitations, conditions and reservations of record.

This Sub-Lease shall begin on the 9th day of December, 1966, and shall continue until 8:00 a. m. on January 1, 2058, unless sooner terminated as hereinafter provided.

The rent shall be \$20,002.80 per annum, which rent shall be payable in equal installments in advance. The first installment of \$20,002.80 representing the rent for the first year of the term, shall be due as of the date of execution of this Sub Lease, and for each year thereafter on the second (2nd) day of January of that year.

Each of the parties hereto agrees that the original ninety-nine year lease dated January 1, 1959 between ALTON W. LICK and HILDA F. LICK, his wife (LESSOR) and WEIR REALTY COMPANY, a Florida corporation, (LESSEE), recorded in O. R. Book 1982, Page 374, Broward County Records; the Assignment of Lease dated September 30, 1963 between WEIR REALTY COMPANY, a Florida corporation, (Assignor) and PALM OCEAN VILLAS, INC., a Florida corporation, (Assignee), recorded in O. R. Book 2674, Page 654, Broward County Records; the Assignment of Lease and Creation of Easement, and Addendum thereto both dated March 12, 1965 between PALM OCEAN VILLAS, INC., a Florida corporation (Assignor), and McCULLOCH INVESTMENTS, INC., a Florida corporation (Assignee), recorded in O. R. Book 2988, Page 523, Broward County Records, are made a part of this Sub-Lease by reference, as well as mesne instruments appearing inter alia in O. R. Book 3187, Page 575, O. R. Book 3187, Page 579, O. R. Book 3211, Page 641; and the Sub-Lessee agrees to abide by the terms and conditions of the above mentioned instruments in conjunction with the terms and conditions

of this Sub-Lease, and the Sub-Lessee expressly accepts and agrees to all the terms and covenants of the above mentioned instruments, to be kept and performed by the Sub-Lessee insofar as applicable.

And the said Sub-Lessee and Sub-Lessor further covenant and agree as follows:

(1) DOLLAR DEVALUATION CLAUSE

"In the event that the United States dollar should ever be officially devalued by the United States government or replaced by a regular specie of a lesser value, the rental to be paid by the Sub-Lessee to the Sub-Lessor or any purchase price to be paid to the Sub-Lessor by the Sub-Lessee shall be increased in proportion to such devaluation so that the rental to be paid to the Sub-Lessor or the purchase price of the property covered by this Lease to be paid to the Sub-Lessor shall be the same in terms of actual value as the United States dollar was on January 1, 1965".

(2) COST OF LIVING ESCALATION CLAUSE

"The Sub-Lessee shall pay to the Sub-Lessor for the demised premises during the term of this lease in lawful money of the United States the sum of Twenty Thousand and Two - 80/100 Dollars (\$20,002.80) for each lease year that this lease is in effect, as and for a minimum basic annual rental, such minimum basic annual rental is based upon the cost of living at the time of execution of this instrument, February 4, 1966, as reflected in the United States Department of Commerce Consumers' Price Index, which stood at 110.0 on February 4, 1966 (Base Period 1957-1959-100). It is agreed by the parties hereto that the minimum annual rental shall be adjusted in the following manner at ten year intervals beginning January 2, 1976 during the term hereof at the Sub-Lessor's election on the basis of the said United States Department of Commerce Consumer Price Index, or, if there shall be no such Consumer Price Index, then by the successor of the most nearly comparable successor index thereto (appropriately adjusted to this base):

(a) The basic index figure for the purpose hereof shall be the aforesaid index figure for February 4, 1966, that is to say 110.0. If the corresponding index figure for December 1975, and for each 10 years thereafter during the term of this lease, shall exceed the said basic index figure for February, 1966 (that is to say shall exceed 110.0) then the minimum annual rental for the lease year commencing January 2, 1976, and similarly for each lease year thereafter shall be increased to an amount arrived at by multiplying the said \$20,002.80 minimum annual rental then payable by a fraction of which the numerator shall be the index figure for the month of December preceding such lease year, and the denominator shall be 110.0.

(b) The increased minimum annual rental so obtained (by

OFF. 3344 PAGE 895
REC. 3344

applying the fraction aforesaid against the \$20,002.80 minimum annual rental as provided in paragraph (a) above shall be payable to the Sub-Lessor in annual installments as nearly equal as may be, commencing with the second day of January in each such lease year to and including the next decennial cost of living adjustment.

(c) Notwithstanding any possible provision to the contrary contained herein, it is agreed by the parties hereto that the minimum annual rental payable hereunder for any lease year during the term hereof shall not be less than Twenty Thousand and Two--80/100 Dollars (\$20,002.80).

This instrument is to subsist ad interim until such time as a sublease of the entire above described premises (as well as the apartment units situate thereon) may be effected between the parties hereto (terminating on January 1, 2058 at 8:00 a.m.), or 8:00 a.m., January 1, 2058, whichever occurs sooner.

Reservations: The leasehold interests conveyed hereunder shall be subject to the right of Sub-Lessor to construct a 50 unit cooperative apartment building thereon and to sell (by Proprietary Leases or on a rental basis) the individual apartments in the same, free of this Sub-Lessee, which shall be nominally the grantor of the proprietary leases granted (for purposes of consistency in the administration of the cooperative) but shall receive none of the sales proceeds. Likewise Sub-Lessor shall have the right to act as exclusive sales agent as to any defaulted apartment sales for a two year period, such conveyances (by proprietary lease or conventional lease) to be likewise nominally in the name of the Sub-Lessee.

IN WITNESS WHEREOF, this Sub-Lease has been executed on this the day and year above written.

WITNESSES

Marianne Van Allen
Joyce Carlin

NATIONAL STRUCTURES, INC.
a Florida corporation

BY George L. McCulloch (SEAL)
GEORGE L. McCULLOCH, President

ATTEST: George F. deClaire
GEORGE F. deCLAIRE, Ass't. Secretary

(Sub-Lessor)

PAGE 895

DN 3344

OFF. 3344 PAGE 696
REC. 3344

WHITTIER TOWERS APARTMENTS
ASSOCIATION, INC., a non-profit
Florida corporation

WITNESSES

Marianne Van Allen
Joyce Carlin

BY George L. McCulloch
GEORGE L. McCULLOCH, President

ATTEST:

George F. deClaire
GEORGE F. deCLAIRE, Asst. Secretary
(Sub-Lessee)

STATE OF FLORIDA

COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared GEORGE L. McCULLOCH and GEORGE F. deCLAIRE as President and Assistant Secretary respectively, of NATIONAL STRUCTURES, INC., to me personally known and known by me to be said officers and they acknowledged to and before me that they executed the foregoing Sub-Lease and that same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid, on this the 9th day of December, 1966.

Patricia A. Brown
Notary Public

STATE OF FLORIDA

COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared GEORGE L. McCULLOCH and GEORGE F. deCLAIRE as President and Assistant Secretary respectively, of WHITTIER TOWERS APARTMENTS ASSOCIATION, INC., to me personally known and known by me to be said officers and they acknowledged to and before me that they executed the foregoing Sub-Lease and that same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the State and County last aforesaid, on this the 9th day of December, 1966.

Patricia A. Brown
Notary Public

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

PAGE 896

10. McCulloch Investments, Inc. subsequently quit claimed all of its right, title and interest in Leases and Miscellaneous Instruments, Rents and Profits Thereof, and Corporate Residual Interests, Real, Personal or Mixed in that certain instrument in favor of George L. McCulloch, dated July 23,1971, recorded in Official Records Book 4560, at Page 403.

71 103858

QUIT-CLAIMER ASSIGNMENT OF INTERESTS IN
LEASES AND MISCELLANEOUS INSTRUMENTS,
RENTS AND PROFITS THEREOF, AND CORPORATE
RESIDUAL INTERESTS, REAL, PERSONAL OR MIXED

THIS ASSIGNMENT, made this 23rd day of July, A.D., 1971, by
and between McCULLOCH INVESTMENTS, INC., a Florida corporation,
Party of the First Part; to GEORGE L. McCULLOCH, individually, of 48
Fort Royal Isle, Fort Lauderdale, Florida, 33308, Party of the Second
Part;

WITNESSETH:

For Ten Dollars (\$10.00) in hand paid and other good and valuable
consideration, the receipt of which is hereby acknowledged, the Party of the
First Part hereby transfers, assigns, remises, releases and quit-claims
unto the Party of the Second Part forever, his heirs and assigns, all the
right, title and interest, claim and demand of the Party of the First Part in
and to the following described premises situate in the County of Broward
and State of Florida, to wit:

PARCEL NO. 1: A parcel of land in Government Lot 9, Section
6, Township 49 South, Range 43 East, Broward County, Florida,
bounded as follows: On the north, by a line parallel to, and 1750
feet southerly from, measured at right angles to, the east and
west Quarter Section line of said Section 6; on the south, by a
line parallel to, and 100 feet southerly from, measured at right
angles to, the north boundary of the parcel hereby described;
on the west, by the west line of said Government Lot 9; and on
the east, by the westerly right of way line of State Road No. A-1-A;
said lands situate, lying and being in Broward County, Florida.

PARCEL NO. 2: A tract of land in Section 6, Township 49 South,
Range 43 East, bounded as follows:

On the east by the Atlantic Ocean; on the west by the easterly
right-of-way line of State Road A-1-A; on the north by a line
parallel to and 1650 feet south of, measured at right angles to, the
east and west quarter section line in said Section 6; on the south
by a line parallel to and 1750 feet south of, measured at right
angles to, the aforesaid east and west quarter section line in said
Section 6.

granted, conveyed or otherwise conferred under the following instruments:

(1) Assignment of Lease and Creation of Easement from PALM
OCEAN VILLAS, INC. to McCULLOCH INVESTMENTS, INC. dated
March 12, 1965 and recorded March 29, 1965 in Official Records Book 2988,
Page 523 of the Public Records of Broward County, Florida.

THIS IS A DEED OF CONVENIENCE.

RETURN TO
TYLANDER, deCLAIRE, BECKER
& VAN KLEECK, CHARTERED
P. O. Box 340
Boca Raton, Florida, 33432

THIS INSTRUMENT PREPARED BY:
GEORGE F. deCLAIRE
TYLANDER, deCLAIRE, BECKER
& VAN KLEECK, CHARTERED
P. O. Box 340
Boca Raton, Florida, 33432

JACK WHEELER, COUNTY RECORDER

71 JUL 23 PM 1:30

REF 4560 PAGE 483

(2) Sub-Lease from McCULLOCH INVESTMENTS, INC. to GEORGE L. McCULLOCH dated February 15, 1966 and recorded March 10, 1966 in Official Records Book 3187, Page 575, of the Public Records of Broward County, Florida.

(3) Assignment or Sublease from NATIONAL STRUCTURES, INC. to McCULLOCH INVESTMENTS, INC. dated April 4, 1966 and recorded April 15, 1966 in Official Records Book 3211, Page 641 of the Public Records of Broward County, Florida.

(4) Partial Release of Assignment of Sublease from McCULLOCH INVESTMENTS, INC. to NATIONAL STRUCTURES, INC. dated December 9, 1966 and recorded December 27, 1966 in Official Records Book 3244, Page 889 of the Public Records of Broward County, Florida.

(5) Grant of Easement from PALM OCEAN VILLAS, INC. to McCULLOCH INVESTMENTS, INC., as Assignee, etc. dated March 15, 1965 and recorded March 29, 1965 in Official Records Book 2988, Page 521 of the Public Records of Broward County, Florida.

(6) Assignment of Rights in Easement from McCULLOCH INVESTMENTS, INC., as Assignee, to WHITTIER TOWERS APARTMENTS ASSOCIATION, INC., a non-profit Florida corporation, dated March 29, 1967 and recorded May 15, 1967 in Official Records Book 3424, Page 69, of the Public Records of Broward County, Florida.

TOGETHER WITH all the rents, issues, profits, revenues, royalties, rights and benefits thereof; and

SUBJECT TO all the terms, conditions and obligations thereof, which the Assignee by these premises does hereby agree to observe; and

FURTHER SUBJECT TO all restrictions, easements, limitations and encumbrances of record.

And to that end the Party of the First Part hereby assigns, quit-claims and sets over unto the said GEORGE L. McCULLOCH, his heirs and assigns, all leases, sub-leases, miscellaneous and residual interests in and to said premises or otherwise now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, including specifically without limiting the generality hereof, the following in addition to items (1) through (6) above, and whether or not in any way relating, pertaining or appertinent to Parcels No. 1 and No. 2 above described, to wit:

All corporate residual interests of whatsoever kind and nature, and wheresoever situate, whether real, personal or mixed, known or unknown, together with and subject to all the rights and obligations thereunto appertaining.

And the party of the first part does hereby authorize and empower the said GEORGE L. McCULLOCH, his heirs and assigns, to collect the said rents, issues, profits, revenues, royalties, rights and benefits, as they shall become due, and does hereby direct each and all of the tenants of the aforesaid premises to pay such rents as may now be due and payable or shall hereafter become due and payable to the said GEORGE L. McCULLOCH, his heirs or assigns, upon demand for payment thereof by the said GEORGE L. McCULLOCH, his heirs or assigns.

OFF: 4560 PAGE 404

IT IS UNDERSTOOD AND AGREED that this conveyance is in the nature of a QUIT-CLAIMER.

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

Signed, sealed and delivered in our presence:

Joyce L. Carlin
Thomas E. Slaney

McCULLOCH INVESTMENTS, INC.

By: George L. McCulloch
George L. McCulloch, President

Attest: George F. deClaire
George F. deClaire, Secretary

Joyce L. Carlin
Thomas E. Slaney

George L. McCulloch
GEORGE L. McCULLOCH, President
McCULLOCH INVESTMENTS, INC.
NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES JUN. 19, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

STATE OF FLORIDA

COUNTY OF Broward

I HEREBY CERTIFY that on this 23rd day of July, A.D. 1971, before me personally appeared GEORGE L. McCULLOCH and GEORGE F. deCLAIRE, President and Secretary respectively of McCULLOCH INVESTMENTS, INC., a corporation under the laws of the State of Florida to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Fort Lauderdale in the County of Broward and State of Florida the day and year last aforesaid.

Joyce L. Carlin
Notary Public
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUN. 19, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

STATE OF FLORIDA

COUNTY OF Broward

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared GEORGE L. McCULLOCH, individually, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of July, 1971.

Joyce L. Carlin
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUN. 19, 1975
GENERAL INSURANCE UNDERWRITERS, INC.

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

OFF. 4568 PAGE 405

11. The fee simple title to the WTA Property passed to Patricia Lick Sieck, the daughter of Hilda F. Lick, and the sole devisee of the fee simple interest in and to the WTA Property, by virtue of the probate proceedings for the Estate of Hilda Lick, deceased, under Case No. 74-534, in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida.

80-148592

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

CASE NO. 77-19010 "J" Hare

WHITTIER TOWERS APARTMENTS
ASSOCIATION, INC., etc., et al.,

Plaintiffs,

vs.

NATIONAL STRUCTURES, INC.,
et al.

Defendants.

FINAL JUDGMENT

THIS CAUSE came on to be heard before the Court upon final hearing on March 6, 1980 and March 12, 1980, on the Plaintiffs', WHITTIER TOWERS APARTMENTS ASSOCIATION, INC. (hereinafter referred to as the "Plaintiff Association"), WILLIAM DeMARSE, BEATRICE DeMARSE, WILLIAM DOHERTY, HELEN DOHERTY and CHARLES PRICE, individually and as representatives of a class, Third Amended Complaint, and specifically Counts I and II thereof, seeking Reformation of a Cooperative Apartment's Ground Lease and a Declaratory Judgment in respect thereto, respectively, and the Defendants', NATIONAL STRUCTURES, INC., a Florida Corporation, GEORGE L. McCULLOCH, PHYLLIS McCULLOCH and ROBERT McCULLOCH, Second Amended Answer and Counterclaim, seeking Reformation of a Cooperative Apartment's Ground Lease and related instruments, and the Court having heard testimony of the parties and witnesses, having received evidence, and having been otherwise duly advised in the premises, the Court is of the opinion and does hereby find that the Plaintiffs shall take nothing by their action and that the Defendants are entitled to a judgment in their favor and against the Plaintiffs upon their Counterclaim for Reformation as a matter of law. In accordance therewith the Court does hereby make the following Findings of Fact:

FINDINGS OF FACT

1. That on or about January 1, 1959, ALTON W. LICK and HILDA F. LICK, his wife, as lessors (hereinafter referred to as the "Prime Lessors"), leased the following described real property (hereinafter referred to as the

RETURN TO CLERK,
CIRCUIT COURT

"Subject Property") to Weir Realty Company, as lessee, for a period of ninety-nine (99) years, at an annual rental of Five Thousand (\$5,000.00) Dollars (hereinafter referred to as the "Prime Lease"):

A parcel of land in Government Lot 9, Section 6, Township 49 South, Range 43 East, Broward County, Florida, bounded as follows: On the north, by a line parallel to, and 1750 feet southerly from, measured at right angles to, the east and west Quarter Section line of said Section 6; on the south, by a line parallel to, and 100 feet southerly from, measured at right angles to, the north boundary of the parcel hereby described; on the west, by the west line of said Government Lot 9; and on the east, by the westerly right of way line of State Road A-1-A; said lands situate, lying and being in Broward County, Florida.

2. That on or about September 30, 1963, Weir Realty Company, as lessee, assigned the Prime Lease, and all rights, title and interest thereunder, to Palm Ocean Villas, Inc., which agreed to assume all duties and obligations thereunder.

3. That on or about March 12, 1965, the assignee, Palm Ocean Villas, Inc., assigned the Prime Lease, and all rights, title and interest thereunder, to McCulloch Investments, Inc., which agreed to assume all duties and obligations thereunder.

4. That said assignee, McCulloch Investments, Inc., was at all times material hereto a Florida corporation, whose principal officers, directors and shareholders include the Defendants, GEORGE L. McCULLOCH, PHYLLIS McCULLOCH and ROBERT McCULLOCH.

5. That thereafter, McCulloch Investments, Inc. formulated a plan for the development of the subject property by the construction of a cooperative apartment building thereon, conveying to prospective purchasers a proprietary lease interest in and to the individual apartment units, and retaining in McCulloch Investments, Inc., or its sublessees or assigns, incremental rentals due under a sublease of the subject property to the prospective cooperative association, said property to underly and to be situate under the proposed cooperative apartment building.

6. That, thereafter, as a result of the Prime Lessors', Alton W. Lick and Hilda F. Lick, refusal to allow further assignments of the Prime Lease, McCulloch Investments, Inc., the Prime Lessee, subleased the subject property to the Defendant, GEORGE L. McCULLOCH.

FILED
JUL 18 1965
FBI - MIAMI

7. That by said sublease, the annual rental due and payable to the sublessor, McCulloch Investments, Inc., was increased to Five Thousand and Ten and 00/100 (\$5,010.00) Dollars. That the purpose of this sublease was to convey leasehold title in and to the subject property to the Defendant, GEORGE L. McCULLOCH, so as to allow future incremental payments on subsequent subleases including a ground lease of the subject property to the prospective cooperative apartment association to inure to him individually.

8. That for the purpose of the construction of the proposed WHITTIER TOWERS COOPERATIVE APARTMENTS, on or about March 4, 1966, the Defendant, GEORGE L. McCULLOCH, as sublessee/sub-sublessor, subleased the subject property to the Defendant, NATIONAL STRUCTURES, INC., which Defendant served as Developer of the proposed project. That this sublease provided for an annual rental of Twenty Thousand and 00/100 (\$20,000.00) Dollars, and further provided for adjustments to such base rental in the event of the devaluation of the United States Dollar (Dollar Devaluation Clause) and based upon increases in the cost of living, as calculated and reflected by the United States Department of Commerce Consumer Price Index (The Cost of Living Escalation Clause).

9. That at all times material hereto, the Defendant, NATIONAL STRUCTURES, INC., was a Florida corporation, whose principal officers, directors and shareholders included the Defendants, GEORGE L. McCULLOCH, PHYLLIS McCULLOCH and ROBERT McCULLOCH.

10. That to facilitate and effectuate obtaining construction financing for the proposed WHITTIER TOWERS COOPERATIVE APARTMENTS, and to comply with the demands of the Prime Lessors in this regard, the sub-subleasehold created by the above-described documents was, on or about April 4, 1966, assigned by the Defendant, NATIONAL STRUCTURES, INC., to McCulloch Investments, Inc., by instrument entitled Assignment of Sub-Lease.

11. That on or about April 7, 1966, construction financing was secured for the construction of the proposed WHITTIER TOWERS COOPERATIVE APARTMENTS.

12. That each of the above-described assignments and sub-leases conveyed to each successive assignee and Sub-Lessee full rights, title and interests in and to the subject property possessed by the respective assignors and sublessors.

13. That, thereafter, on or about December 9, 1966, McCulloch Investments, Inc., by instrument entitled Partial Release of Assignment of Sub-Lease, released the Assignment of Sub-Lease described in paragraph 10 hereof to the Defendant, NATIONAL STRUCTURES, INC. That the purpose of such instrument was to convey sufficient rights, title and interests in and to the subject property to said Defendant to allow and permit the development and construction of the proposed cooperative apartment building and the sale of proprietary leases to the individual units to prospective purchasers.

14. That throughout it was the intention and goal of the Defendants and of McCulloch Investments, Inc. to provide a complete leasehold interest in and to the subject real property to the Plaintiff Association and ultimately to the individual unit owners as represented by the individual proprietary leases.

15. That to accomplish this purpose, on or about December 9, 1966, the Defendant, NATIONAL STRUCTURES, INC., by instrument entitled Sub-Lease (referred to hereinafter as the "Ground Lease"), conveyed to the Plaintiff Association a leasehold interest in and to the certain cooperative apartment units enumerated therein located upon the subject property. That as a result of this conveyance, the Defendant, NATIONAL STRUCTURES, INC., as Developer, was able to convey individual proprietary leases to the unit owners, established their respective ownership rights, title and interest in and to the individual apartments.

16. That the Ground Lease provided for an annual rental of Twenty Thousand and Two and 80/100 (\$20,002.80) Dollars, and contained the Dollar Devaluation and Cost of Living Escalation Clauses, as described in Paragraph 8 hereof.

17. That the proprietary leases were issued to the prospective purchasers of individual units through the Plaintiff Association, designating same as the lessor under such proprietary lease.

18. That the Ground Lease conveyed to the Plaintiff Association all such rights, title and interest in and to the subject property necessary to allow the issuance of the Proprietary leases.

19. That the Ground Lease and proprietary leases to individual cooperative apartment units issued to purchasers thereof were executed in behalf of the respective parties thereto by the Defendant, GEORGE L. McCULLOCH, as

WFF 8910 PAGE 618

President of both the Plaintiff Association and the Defendant, NATIONAL STRUCTURES, INC.

20. That such acts by the Defendant, GEORGE L. McCULLOCH, were necessary and proper under the circumstances extant at the time. That likewise the issuance of the proprietary leases to individual cooperative apartment unit owners through the Plaintiff Association was appropriate as part of the overall plan of development and sale of the WHITTIER TOWERS COOPERATIVE APARTMENTS.

21. That certain of the above-described instruments, in particular the Partial Release of Assignment of Sub-Lease and the Ground Lease, specifically enumerated the various cooperative apartment units, without specific reference to the subject property underlying such apartments and contain the following language:

This instrument is to subsist ad interim until such time as a [complete Release of the] or [sublease of the entire] above described premises (as well as the apartment units situate thereon) may be effected between the parties hereto....

22. That such language was inserted into such instruments primarily so as to differentiate between the appurtenances to the property, such as the boat docks and parking spaces, and the land and building constituting the cooperative apartments, thereby permitting the Defendant, NATIONAL STRUCTURES, INC., as developer, to separately convey the rights to use and/or accept these facilities, and further to allow, at an undetermined future date, for the purchase by the Plaintiff Association of the prime leasehold rights, title and interests from the Defendants. That for all purposes herein, the foregoing constituted the sole intentions of the Defendants regarding this language at the time of the creation, construction and sale of the WHITTIER TOWERS COOPERATIVE APARTMENTS. That in regard to such language, the Court specifically finds that the inclusion thereof in these instruments did not constitute nor was it any part of a scheme to defraud the Plaintiff Association and its members, or to withhold from them any rights, title or interests to which they were entitled under the Ground Lease.

23. That the intentions of the Defendants at all times material hereto, as manifested at the time and as more fully described by testimony at trial, were to convey all by means of the Ground Lease leasehold rights, title and interests possessed by them under the above-described instruments to the

FILE 8910 PAGE 619

Plaintiff Association, and furthermore to specifically create a subleasehold estate upon which the WHITTIER TOWERS COOPERATIVE APARTMENTS are situate. That, therefore, this Court specifically finds that the Defendants, pursuant to the above-described instruments, created such a subleasehold estate and have conveyed all such leasehold rights, title and interests to the Plaintiff Association sufficient to create the subleasehold estate intended by the Ground Lease, thereby obligating the parties thereto to all duties and obligations specified therein.

24. That the Court further specifically finds that the Partial Assignment of Sub-Lease and the Ground Lease convey all rights, title and interest in and to the respective subleasehold estates and do not reserve any leasehold interests, except as may be described in Paragraph 22 hereof, despite any language therein which may be construed to the contrary.

25. That the language recited in Paragraph 21 hereof does not and was not intended to delimit the scope, intent, or breadth of the conveyances represented by the instruments in which it is recited, said language having been included solely for such purposes as are described in Paragraph 22 hereof, and any contrary implications of such language resulted from mistake and inadvertence of counsel for the Defendants at the time. Such mistake was mutual on the part of each party to the Ground Lease, that being the Plaintiff Association, as Sublessee, and the Defendant, NATIONAL STRUCTURES, INC., as Sublessor, since the President and duly authorized agent of each entity at the time was the Defendant, GEORGE L. McCULLOCH, whose intentions throughout and in all such capacities, were to create a subleasehold estate, without reservations or limitations. That at the time of the execution of the Ground Lease, the Defendant, GEORGE L. McCULLOCH, believed and intended that such instrument served the purposes and effected the plan of development and sale as he had proposed to his attorney, George F. deClaire, Esq. That throughout the course of performance under the Ground Lease, said Defendant so believed, and he first became aware of a possible contrary construction of the instrument only upon the institution of these proceedings. That additionally the foregoing applies equally to all such language as is contained in the Partial Release of Assignment of Sub-Lease, and such language, to the extent that same may be construed contrary

FILED 8910 PAGE 620

to the intentions of the parties, was included and appears as a result of a mutual mistake shared by each party to such instrument as well as by inadvertence of counsel preparing such instrument and the parties thereto.

26. That the Ground Lease between the Defendant, NATIONAL STRUCTURES, INC., and the Plaintiff Association fully represents the transaction between the parties, and prescribes the respective duties and of each obligations in regard to the subject property, despite the existence of the above-described language, which was inserted and appears as a result of mutual mistakes and inadvertence.

27. That, consistent with the above findings, this Court further finds that the respective rights, duties and obligations created under and by the Ground Lease and the individual proprietary leases were finally and fully determined upon the execution of such instruments, and that all terms, conditions and provisions thereof, even as reformed or amended hereby, shall be construed as of the respective dates of each.

28. That, additionally, to facilitate the granting of the relief requested herein, the Defendant, GEORGE L. McCULLOCH, on January 11, 1979, by instrument entitled Quit-Claim Assignment, quit claimed and conveyed to the Defendant, NATIONAL STRUCTURES, INC., any rights, title and interests in and to the subject property which may have been held or possessed by such Defendant at that time.

29. That at the time of construction and sale of the WHITTIER TOWERS COOPERATIVE APARTMENTS, the Defendants, as Developer, provided to each prospective purchaser all documents creating and underlying the Cooperative Apartments, including but not to be limited to the Ground Lease, the Owner's Proprietary Lease, the Sales Agreement and the Articles of Incorporation of the Plaintiff Association.

30. That such documents referred to and described the duties and obligations of the Plaintiff Association and its members under the Ground Lease, including but not to be limited to the annual rental due and payable to the Defendants, and the inclusion therein of the Dollar Devaluation and Cost of Living Escalation Clauses.

31. That as a consequence thereof, the Court finds that the Plaintiff Association, and its members, possessed or had the opportunity to possess

REF 8910 PAGE 621

knowledge of the existence of the Ground Lease and the above-described provisions thereof, and further, as a result of the documents described in paragraph 29 hereof, had actual notice of same.

32. That furthermore the Plaintiff Association and its members have, from December 6, 1966, for a period in excess of ten (10) years, through and including the institution of this action, conducted themselves, and acted in accordance with, the duties and obligations imposed by the Ground Lease, the Proprietary Lease, and the various other documents described in paragraph 29 hereof, without raising objections in the form raised by the Third Amended Complaint, thus causing and inducing the Defendants to justifiably rely thereon to their detriment. That the Defendants justifiably relied upon such conduct by the Plaintiff Association and its members.

33. That furthermore the Plaintiff Association, in accordance with the Ground Lease, and in performance with its above-described course of conduct, has paid to the Defendants all rentals due under the Ground Lease from December 6, 1966 to the time of the institution of this action, without raising objections in the form raised by the Third Amended Complaint.

34. That the Court specifically finds the relief sought by the Defendants of reformation of the Ground Lease and the Partial Release of Assignment of Sub-Lease to be appropriate under the circumstances herein, necessary to prevent manifest injustice to the Defendants, and to correct the above-described instruments so as to best reflect the intentions of the parties at the respective times of execution thereof, and such instrument shall be so reformed effective for all purposes herein as of such dates.

NOW, THEREFORE, based upon the foregoing Findings of Fact, it is ORDERED AND ADJUDGED as follows:

1. That the Plaintiffs shall take and recover nothing by Counts I and II of their Third Amended Complaint, said Counts shall be and hereby are dismissed with prejudice, and in regard to same the Defendants shall go hence without day.

2. That the Defendants shall be granted the relief sought by their Second Amended Answer and Counterclaim.

3. That the relief of Reformation requested by the Defendants is just and proper under the circumstances herein, and the instruments referred to

THF 8910 PAGE 622

herein as "Partial Release of Assignment of Sub-Lease", recorded at Official Records Book 3344, at Page 809 of the Public Records of Broward County, Florida and "Ground Lease" shall be and the same hereby are reformed as follows.

.. That the instruments entitled Partial Release of Assignment of Sub-Lease and Ground Lease shall be reformed to delete the following language:

A. As to the Partial Release of Assignment of Sub-Lease:

This instrument is to subsist ad interim until such time as a complete Release of the above described premises (as well as the apartment units situate thereon), as recited above, may be effected between the parties hereto, or until 9:00 a.m., January 1, 2058, whichever occurs earlier,

located and appearing on Page 2 thereof.

B. As to the Ground Lease:

This instrument is to subsist ad interim until such time as a sublease of the entire above described premises (as well as the apartment units situate thereon) may be effected between the parties hereto (terminating on January 1, 2058 at 8:00 a.m.), or 8:00 a.m., January 1, 2058, whichever occurs sooner,

located and appearing on Page 4 thereof.

5. That the Partial Release of Assignment of Sub-Lease shall be further reformed to delete any language causing or indicating a limitation or restriction on the extent of the leasehold interest conveyed thereby, and specifically to delete such delimiting language such as "Partial", contained and appearing in the title thereof, and specific references to enumerated apartments.

6. That the Partial Release of Assignment of Sub-Lease shall be further reformed to include the following amendatory language:

A. The title shall read: "Release of Assignment of Sub-Lease".

B. The fourth (4th) paragraph, contained and appearing on Page 1 thereof, shall read:

"APARTMENT NOS. 101-112, 114-118, 201-212, 214-218, 301-312, 314-318, WHITTIER TOWERS APARTMENTS, a Cooperative Apartment Building, together with the following described real property upon which same are situate, according to the plot plan thereof, the same being more fully described as follows:"

7. That the Ground Lease shall be reformed to include the following amendatory language:

REF 8910 PAGE 623

A. The third (3rd) paragraph contained and appearing on Page 1 thereof, shall read:

"APARTMENT NOS. 101-102, 104-112, 114-118, 201-212, 214-218, 301-312, 314-318, WHITTIER TOWERS APARTMENTS, a Cooperative Apartment Building, together with the following described real property upon which same are situate, according to the plot plan thereof, the same being more fully described as follows:"

8. That the language recited in paragraph 4 hereof, the same being deleted hereby, was not intended by the Defendants to delimit the conveyances represented by the instruments in which it appeared, nor did it accomplish same. That such language was incorporated to effect specified purposes, as has been more fully described, and such purposes were accomplished. That that being the case, such language has lost its usefulness and vitality, and is appropriately deleted hereby.

9. That the above-described deletions and amendments shall be effective immediately upon execution hereof, but shall not affect, modify or vary any rights, duties or obligations created or imposed by the subject instruments at the time of the respective executions thereof.

10. That all such rights, duties and obligations shall continue unaffected and unabated by this judgment and the reformation of same effected hereby. That all rights, duties and obligations shall continue as if created and imposed as of the dates of the respective execution of such instruments, same being December 9, 1966 for each.

11. That the Ground Lease represents and prescribes the respective rights, duties and obligations of the respective parties relative to the possession, use and occupancy of the subject property. That such instrument shall remain and continue to do so as reformed, and the parties shall continue to perform thereunder in accordance with the terms and provisions thereof, and more particularly with respect to the rental obligations, Dollar Devaluation Clause and Cost of Living Escalation Clause.

12. That such material provisions of the Ground Lease including but not to be limited to the Dollar Devaluation Clause and the Cost of Living Escalation clause shall continue and remain in full force and effect, as same were created by such instrument on December 9, 1966. That the reformation effected by this judgment shall not be deemed or considered to modify or vary in any fashion the effective date of such provisions, nor shall the date of execution hereof be deemed or considered to be the effective date thereof.

13. That the actions of the Plaintiff in paying, without substantive objection in the form raised herein, the rentals imposed by the Ground Lease, from the date of execution thereof, same being December 9, 1966, through and including the date of the institution of this action, creates an estoppel precluding the Plaintiffs from complaining herein, and effects a waiver of the Plaintiffs' objections to the sufficiency of the above-described instruments creating and underlying the WHITTIER TOWERS COOPERATIVE APARTMENTS.

14. That as a matter of law, the inclusion of the language recited and described in Paragraph 21 of the Findings of Fact and in Paragraphs 4 and 5 hereof in the instruments reformed by this judgment did not constitute an endeavor on the part of the Defendants to defraud the Plaintiff Association and its members, nor an attempt by the Defendants to withhold from the Plaintiff Association and its members any rights, title and interests to which they were entitled under the Ground Lease.

15. That the Quit-Claim Assignment, dated January 11, 1979, from GEORGE L. McCULLOCH to NATIONAL STRUCTURES, INC., is determined to be proper and sufficient to convey to the Defendant, NATIONAL STRUCTURES, INC., all necessary rights, title and interests in and to the subject instruments and subject property to effectuate this judgment.

16. That as a result of the findings and decision of this Court as to Counts I and II of the Plaintiffs' Third Amended Complaint, and pursuant to stipulation of counsel, Count III of the Third Amended Complaint is hereby deemed and determined to be moot.

17. That the Court retains jurisdiction over this cause and the parties hereto to assess and award attorneys' fees where appropriate and costs incurred.

DONE AND ORDERED in Chambers the 13TH day of MAY, 1980,
at Fort Lauderdale, Broward County, Florida.


CIRCUIT COURT JUDGE

Copies furnished to:

Richard W. Epstein, Esq.
William S. Isenberg, Esq.

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

REC 8910 PAGE 625

**12. Patricia Lick Sieck's interest in the fee simple interest in and to the WTA
Property passed, through her probate estate, to her son Charles Lick Sieck,
pursuant to the probate proceedings recorded in Official Records Book 39118,
at Page1964.**

Return to:

Thomas M. Clark, Esquire
Clark & Scholnik
Suite 820
2400 E. Commercial Boulevard
Fort Lauderdale, Florida 33308

This instrument prepared by:

Charles L. Sieck, Esquire
Suite 203
1700 South Dixie Highway
Boca Raton, FL 33432

ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, Charles L. Sieck, an unmarried adult individual having a business address at Suite 203, 1700 South Dixie Highway, Boca Raton, Florida 33432 (the "Assignor"), hereby sells, transfers, assigns and sets over to BOJAC, LLC, a Florida limited liability company having an office at 2818 NE 28th Street, Fort Lauderdale, Florida 33306 (the "Assignee"), all of his right, title and interest in and to that certain lease dated January 1, 1959 between Alton W. Lick and Hilda F. Lick, as lessors, and Weir Realty Company, as lessee, recorded in Official Record Book 1982, Page 374, of the Public Records of Broward County, Florida, including without limitation all rents and other amounts payable thereunder (the "1959 Lease").

The 1959 Lease relates to that certain land situate in Broward County, Florida described as follows:

A parcel of land in Government Lot 9, Section 6, Township 49 South, Range 43 East, Broward County, Florida, bounded as follows: On the north, by a line parallel to, and 1750 feet southerly from, measured at right angles to, the east and west Quarter Section line of said Section 6; on the south, by a line parallel to, and 100 feet southerly from, measured at right angles to, the north boundary of the parcel hereby described; on the west, by the west line of said Government Lot 9; and on the east, by the westerly right of way line of State Road A-1-A; said lands situate, lying and being in Broward County, Florida.

IN WITNESS WHEREOF, the Assignor has executed this Assignment,

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

(3)

intending to be legally bound, this 16th day of February, 2005.

WITNESS:

Name: Thomas M. Clark

Colleen S. Beaudoin
Name: *COLLEEN S. BEAUDOIN

* please type or print

Charles L. Sieck
Charles L. Sieck

ACCEPTANCE OF ASSIGNMENT OF LEASE AND ASSUMPTION

THE ABOVE DEFINED ASSIGNEE does hereby accept the foregoing Assignment of Lease and assume the obligations and responsibilities of the above defined Assignor under the above defined 1959 Lease.

IN WITNESS WHEREOF, the Assignee has caused this Assignment to be executed, intending to be legally bound, this 16 day of February, 2005.

WITNESS:

Name: Thomas M. Clark

Colleen S. Beaudoin
Name: *COLLEEN S. BEAUDOIN

* please type or print

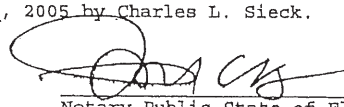
BOJAC, LLC

By: Robert L. McCulloch, PRES.

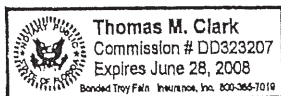
Robert L. McCulloch
President

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this
16 day of February, 2005 by Charles L. Sieck.



Notary Public-State of Florida



Name: _____
(type, stamp or print)

My Commission expires:

(SEAL)

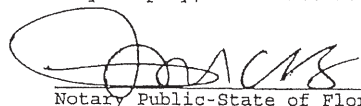
Personally known ____ or produced identification ☒ (check one)

If produced identification, type of identification produced:

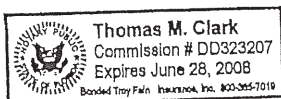
Drivers License

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16 day
of February, 2005 by Robert C. McCulloch, the President
of BOJAC, LLC, a Florida limited liability company, on behalf of the
said limited liability company.



Notary Public-State of Florida



Name: _____
(type, stamp or print)

My Commission expires:

(SEAL)

Personally known ☒ or produced identification ____ (check one)

If produced identification, type of identification produced:

13. Charles Lick Sieck conveyed the fee simple interest in and to the WTA Property to BOJAC, LLC, a Florida limited liability company, pursuant to that certain Warranty Deed, dated February 6, 2005, recorded in Official Records Book 39118 at, Page 1996.

Return to:

Thomas M. Clark, Esquire
Clark & Scholnik
Suite 820
2400 E. Commercial Boulevard
Fort Lauderdale, Florida 33308

This instrument prepared by:

Charles L. Sieck, Esquire
Suite 203
1700 South Dixie Highway
Boca Raton, FL 33432

No Property Control Number
See the NOTE below

NOTE: The subject property is sub-leased to the Whittier Towers Apartments Association, Inc. which is a cooperative. Property taxes are imposed on the lessees under leases for the individual cooperative units. There is a Property Control Number for each such individual cooperative unit.

WARRANTY DEED

THIS WARRANTY DEED made the 16th day of February, 2005 between Charles L. Sieck, an unmarried adult individual having a business address at Suite 203, 1700 South Dixie Highway, Boca Raton, Florida 33432 (hereinafter called the grantor), and BOJAC, LLC, a Florida limited liability company having an office at 2818 NE 28th Street, Fort Lauderdale, Florida 33306 (hereinafter called the grantee).

(wherever used herein the terms "grantor" and "grantee" include all of the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations and other entities)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to the grantor in hand paid by the grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee forever, the following described land, situate, lying and being in Broward County, Florida:

A parcel of land in Government Lot 9, Section 6, Township 49 South, Range 43 East, Broward County, Florida, bounded as follows: On the north, by a line parallel to, and 1750 feet southerly from, measured at right angles to, the east and west Quarter Section line of said Section 6; on the south, by a line parallel to, and 100 feet southerly from, measured at right angles to, the north boundary of the parcel hereby described; on the west, by the west line of said Government Lot 9; and on the east, by the westerly right of way line of State Road A-1-A; said lands situate, lying and being in Broward County, Florida.

SUBJECT to that certain lease dated January 1, 1959 between Alton W. Lick and Hilda F. Lick, as lessors, and Weir Realty Company, as lessee, recorded in Official Record Book 1982, Page 374, of the Public Records of Broward County, Florida.

ALSO SUBJECT to conditions, covenants, restrictions, easements, and limitations of record, if any, all valid zoning ordinances and taxes for the year 2005 and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except as aforesaid.

IN WITNESS WHEREOF, the grantor has executed these presents the

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

day and year first above mentioned.

WITNESS:

Name*: Thomas M. Clark

Colleen S. Beaudoin
Name*: COLLEEN S. BEAUDOIN

Charles L. Sieck
Charles L. Sieck

* please type or print

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16
day of February, 2005 by Charles L. Sieck



Charles L. Sieck
Notary Public-State of Florida

Name: _____
(type, stamp or print)

My Commission expires:

(SEAL)

Personally known ____ or produced identification ✓ (check one)

If produced identification, type of identification produced:

drivers license

14. BOJAC, LLC as successor to all right, title and interest held or claimed by National Structures, Inc. by virtue of the instruments referenced in Items 7, 8, 9, 10 and 13 above. BOJAC, LLC amended the National Structures sub-sub-sub-sublease with WTA by virtue of that certain Amendment to Sublease, dated November 16, 2023, and recorded under instrument number 11924669 in the Public Records.

**THIS INSTRUMENT PREPARED BY,
RECORD AND RETURN TO:**

Ryan E. Willits, Esq.
Willits & Associates, P.A.
2325 N. Ocean Blvd., Second Floor
Boca Raton, FL 33431
Telephone: 561-353-2400
ryan@floridadirtlawyers.com

AMENDMENT TO SUB-LEASE

THIS AMENDMENT TO SUB-LEASE is made on this 16th day of NOVEMBER 2023, between National Structures, Inc., a dissolved Florida corporation (the "Sub-Lessor") and Whittier Towers Apartments Association, Inc., a Florida corporation (the "Sub-Lessee").

In consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is herewith acknowledged by the Sub-Lessor, the Sub-Lessor does hereby amend that certain instrument of Sub-Lease, dated December 9, 1966, recorded in Official Records Book 3344, at Page 892, in the Public Records of Broward County, Florida (the "Sub-Lease"), and does hereby sublease and sublet to the Sub-Lessee, for a term beginning on the date hereof and expiring simultaneous with the expiration of the Sub-Lease, all of its right, title, and interest in and to the following described real property (the "Property") and all improvements thereon, including and without limitation, the 100 foot dock space and seawall, more particularly described as follows¹:

A PARCEL OF LAND IN GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BOUNDED AS FOLLOWS:

ON THE NORTH BY THE LINE PARALLEL TO, AND 1,750 FEET SOUTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE EAST AND WEST QUARTER SECTION LINE OF SAID SECTION 6; ON THE SOUTH, BY A LINE PARALLEL TO, AND 100 FEET SOUTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE NORTH BOUNDARY OF THE PARCEL HEREBY DESCRIBED; ON THE WEST, BY THE WEST LINE OF SAID GOVERNMENT LOT 9; AND ON THE EAST, BY THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A1A, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

¹ Except as expressly provided for herein, nothing in this Amendment to Sublease shall be deemed to alter, amend, modify, or otherwise impair that certain Final Judgment, dated May 13, 1980, in Case No. 77-19010 "J", and recorded May 14, 1980 in Official Records Book 8910, at Page 615, of the Public records of Broward County, Florida.

Subject to all zoning ordinances and regulations of the County of Broward, Florida, and any other applicable municipal authority, and subject to all easements of record, deed restrictions of record, and all limitations, conditions, and reservations of record.

Together with any and all of the rights of Sub-Lessor, if any, granted in that certain Agreement dated March 1, 1960, by and between Alton W. Lick and Hilda F. Lick, his wife; James T. Fulghum and Elizabeth H. Fulghum, his wife, Weir Realty Company, a Florida corporation; The Palm Club, Inc., a Florida corporation; South-Beach Development Company, a Florida corporation; and Broward National Bank of Fort Lauderdale, as Executor of the Estate of M. A. Hott, deceased, recorded in Official Records Book 2013, at Page 823, in the Public Records of Broward County, Florida in and to that certain 30 foot easement lying in the Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE1/4) of Section 6, Township 49 South, Range 43 East, situated in Broward County, Florida and more particularly described as:

COMMENCING at the Southeast corner of said Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼) of Section 6; thence North 0° 34' 33" West along the East line of the said Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼) a distance of 50 feet to the Point of Beginning of centerline herein described; thence South 89°01'27" West parallel to the South line of the said Southwest one-quarter (SW1/4) of the Southeast one-quarter (SE ¼), a distance of 150 feet; thence South 76°26'33" West, a distance of 160.67 feet to a point 15 feet North of the said South line of the Southwest one-quarter (SW1/4) of the Southeast one-quarter (SE ¼); thence South 89°01'27" West parallel to the said South line a distance of 715.53 feet to a point on the East right-of-way line of the Intracoastal Waterway to the Point of Termination of said centerline,

Along with the private canal, not dedicated to the public, more particularly described as:

The West 100 feet of the East one-half (E1/2) of the Southeast one-quarter (SE ¼) of Section 6, Township 49 South, Range 43 East, Broward County Florida, less the North 1850 feet and the South 35 feet thereof.

Each of the parties hereto agrees that the original ninety-nine (99) year lease dated January 1, 1959 between Alton W. Lick and Hilda F. Lick, his wife (as prime lessors) and Weir Realty Company, a Florida corporation (as prime lessee), as subsequently assigned, remains unmodified and in full force and effect. Each of the parties hereto agrees that this Amendment to Sub-Lease is entered into for the purposes of removing any doubt about the Sub-Lessee's right to access the navigable canal adjacent to the Property, or to maintain the seawall constructed there, or to construct and maintain a dock for the purpose of the legal and proper exercise of riparian rights, subject in all cases to the terms, covenants, conditions, and reservations set forth in the Sub-Lease.

The parties further agree that payment of the rent by the Sub-Lessee due under the Sub-Lease, as amended by this Amendment to Sub-Lease, shall be due and payable to BOJAC, LLC, a Florida limited liability company, effective with the first rent payment due following the execution of this Amendment to Sub-Lease, insofar as the parties agree that BOJAC, LLC has succeeded National Structures, Inc. as the Sub-Lessor under the Sub-Lease.

In all other respects, except as specifically modified herein, the parties ratify and confirm all provisions of the Sub-Lease and specifically affirm the unmodified provisions thereof.

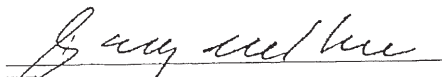
IN WITNESS WHEREOF, this Amendment to Sub-Lease has been executed on the day and year first written above for the purpose of winding up the Sub-Lessor's business and affairs pursuant to sec. 607.1405, *Florida Statutes*, as amended or replaced from time to time.

SUB-LESSOR:

NATIONAL STRUCTURES, INC.,
a dissolved Florida corporation

By: 
Jack McCulloch as Authorized
Representative


Witness
Print Witness DANA CARDESA

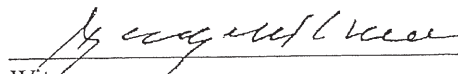

Witness
Print Witness RAQUEL TOWARNICKI

CONSENTED TO BY:

BOJAC, LLC,
a Florida limited liability company

By: 
Jack McCulloch as manager


Witness
Print Witness DANA CARDESA


Witness
Print Witness RAQUEL TOWARNICKI

SUB-LESSEE:

WHITTIER TOWERS APARTMENTS,
ASSOCIATION, INC., a Florida corporation
not-for-profit

Lawrence J. Bell
Witness
Print Witness Lawrence J. Bell

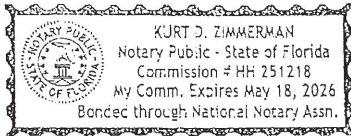
Cynthia W. Bell
Witness
Print Witness Cynthia W. Bell

By: Kathy Galullo
Kathy Galullo as president

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on 11/16/23 by Jack McCulloch, individually and as authorized representative of National Structures, Inc. , a dissolved Florida corporation, on behalf of the corporation, for the purpose of winding up the corporation's business and affairs pursuant to sec. 607.1405, *Florida Statutes*, and as Manager of BOJAC, LLC, a Florida limited liability company on behalf of the limited liability company ☒ who is personally known to me or ☐ who has produced _____ as identification.

[Notary Seal]



Kurt Zimmerman
Notary Public
KURT ZIMMERMAN

Name typed, printed or stamped
My Commission Expires: 5/18/26

STATE OF ~~FLORIDA~~ CONNECTICUT
COUNTY OF ~~BROWARD~~ MIDDLESEX

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on 11-17-23 by Kathy Galullo as president of Whittier Towers Apartments Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. ☒ who is personally known to me or ☐ who has produced _____ as identification.

[Notary Seal]



Notary Public

Cosmo Williams

Name typed, printed or stamped

My Commission Expires: _____

COSMO WILLIAMS
NOTARY PUBLIC
My Commission Expires Apr. 30, 2027

ATLANTIC OCEAN

ATLANTIC AVE

FL MAR. BDR.

STATE ROAD A-1-N

SE 13 STREET

PINE AVE

COMMERCIAL MAP

ATLANTIC

SE 13 STREET

TERRA MAR DRIVE

PALM CLIFF DR

SITE

SE 13 STREET

LOCATION SKETCH
(NOT TO SCALE)

SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST

LEGAL DESCRIPTION

A PARCEL OF LAND IN GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 14 S, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BOUNDED AS FOLLOWS: ON THE NORTH BY THE LINE PARALLEL TO, AND 1750 FEET SOUTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE 100 FEET SOUTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE 100 FEET SOUTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE NORTH BOUNDARY OF THE PARCEL HEREBY DESCRIBED; ON THE WEST, BY THE LINE OF LAND GOVERNMENT LOT 9; AND ON THE EAST, BY THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NO. A1A1A, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

SUMMARY NOTES

THIS PROPERTY WAS NOT ABSTRACTED FOR EASEMENTS, RIGHT-OF-WAYS, VACATIONS, OR OTHER EXCEPTION AND IS SUBJECT TO DOCUMENTS OF RECORD.

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF THE ORIGINAL FLORIDA LICENSE SURVEYOR AND MAPPER.

THIS IS A BOUNDARY SURVEY FOR THE SOLE PURPOSE OF GRAPHICALLY EXPRESSING THE CANAL AREA AS SHOWN AT THE SOUTH WEST CORNER OF THE WHITTIER TOWNSHIP PARCEL. NO UNDEVELOPED OR

THIS SURVEY IS BASED ON THE DOCUMENTATION AND OCCUPATION AS FOUND DURING THE COURSE OF THE FIELD SURVEY, AS CALLED FOR IN THE LEGAL DESCRIPTION.

BASIS OF BEARINGS: BASED ON THE WEST LINE OF GOVERNMENT LOT 9, BEING SOUTH 01°33'56"
 EAST (ASSUMED) AS SHOWN ON SURVEY.

THE SURVEY FIELD WORK WAS COMPLETED ON 10-2-2019, AND 10-16-2019. ON 11-10-21 ALL WERE INSTRUCTED ABOVE GROUND STRUCTURES WERE LOCATED AT THE SOUTH WEST CORNER OF SITE A. DOWN ON THIS REVISED BOCA SURVEY.

REVISED 11-21-21 NEWLY CONSTRUCTED DOCK RB
REVISED 4-4-23 ADD EASEMENTS QUIT CLAIM DEEP IN CANAL RB

APOGEE SERVICES, INC.

703 SW 24TH AVENUE, BOYNTON BEACH, FL 33435
TEL: (561) 441-5354 FAX: 1-(866) 425-2032

WHITTIER TOWERS APARTMENTS ASS., INC.
LAUDERDALE BY THE SEA, FLORIDA

2/21/2014	AND	SECURE PROPERTY SURVEY	BOUNDARY SURVEY
-----------	-----	------------------------------	-----------------

NAME	WHEELER TOWERS APARTMENTS ASS. INC.
------	-------------------------------------

Legend of Symbols & Abbreviations

[illegible]

EDGE OF PAYMENT
RIGHT OF WAY

1

back

19

A diagram showing a cross-section of a pull box and a 5' PVC fence. The pull box is a rectangular structure with a top flange. The 5' PVC fence is a vertical structure adjacent to the pull box. The diagram is labeled with "PULL BOX" and "5' PVC FENCE".

ASSOCIATED
LINK FENCE
4" CHAIN
0.8" LINK FENCE
2" LINK FENCE

COND
BACK C
X
CONC SLA
WALL CAP

RIDER

Surf
WALL - C

10

61

EXHIBIT A

Jan 23

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

Page | 1

TOWN OF LAUDERDALE-BY-THE-SEA

4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Tel: (954) 640-4210 Fax: (954) 634-4654

Notice: This application is available as a WORD document for your convenience.

The Town accepts applications for code fine relief from owners of properties that have corrected ALL of the violations on the subject property. In certain very limited circumstances, the purchaser of a single family property may apply for a code fine or lien reduction before compliance is complete.

The Town's policy and procedures for code relief is set forth in Resolution 2014-22. You are required to read Resolution 2014-22 prior to submitting your relief application.

CASE #

TOWN OF LAUDERDALE-BY-THE-SEA vs.

Property owner: (Name of Respondent(s) as listed)

Address: Whittier towers Apt Association

Phone numbers: 860-575-3585

Email Address: kgallulo@fcl.com

ADDRESS OF PROPERTY:

(Where violation(s) existed) 1439 South Ocean Blvd 33062

NATURE OF VIOLATION: Work Done with out Permit

Name of applicant (if not owner): Cosmo Williams

Contact information: 203-715-7776
cwill26131@fcl.com

THIS PROPERTY CURRENTLY IS ☐ IS NOT ☒ (check one) INVOLVED IN LITIGATION

All Applications SHALL submit a copy of the following documentation (when applicable):
(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

1. Notice of Lis Pendens recorded with Broward County Records with the date, book and page shown;
2. Foreclosure Complaint;

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

Page | 2

3. Foreclosure Order, with the recording date, book and page shown;
4. Final Summary Judgment of Foreclosure, with the recording date, book and page shown;
5. Certification of Lien Order, with the recording date, book and page shown;
6. New Certificate of Title, with the recording date, book and page shown;
7. Town's Final Order of Imposition of Fine; and
8. Claim of Lien(s) with the recording date, book and page shown.
9. Reduced payment offer per case. Justification of the offered amount must be provided for each case.

FACTORS RELEVANT TO APPLICATIONS FOR RELIEF:

1. The nature and gravity of the violation(s);
2. Any actions you have taken to correct the violation(s);
3. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
4. Any actual costs you expended to cure the violation(s), if supported by documentation;
5. Any other prior or current violations you committed on the subject property or upon any other property you own within the Town; and
6. Equitable considerations.
 - i. Whether there was any extraordinary hardship which existed or currently exists;
 - ii. Whether the Applicant was the property owner when the fine or lien was imposed;
 - iii. Whether the property is homestead or non-homestead property;
 - iv. Whether the Town lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner.

WHY RELIEF SHOULD BE GRANTED:

(When you completed this section, at a minimum, address the above factors.)

(Reference any supporting documentation as Exhibit 1, Exhibit 2, and so forth.)

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

Page | 3

Name of Property Owner or Representative: KATHY GALULLO
Address: 1439 South Ocean Blvd, Unit 118
LBT5 33062
Business Phone Number:
Cell Phone Number: 860-575-3585
Email Address: kgalullo@aol.com

I CERTIFY THAT I have read Resolution 2014-22 and that I am:

- ☐ the owner of the subject property;
- ☐ an Attorney representing the owner,
- ☐ the legal representative for the property, or
- ☒ otherwise authorized to act on behalf of the property owner in this matter.

AND DOCUMENTATION OF THIS IS ATTACHED.

Kathy Galullo March 27, 2025
Signature of Applicant Date
President, Whittier Towers Apt. Ass.

APPLICATION FOR RELIEF FROM CODE FINES OR LIENS

Page | 4

PROCEDURES FOR RELIEF FROM CODE LIENS OR FINES

Application:

A non-refundable application fee is required to be submitted with your completed application.

A completed Application for Relief will be considered by the Town Manager or the Town Commission as follows:

- A. The Town Manager is authorized to negotiate and settle Code liens or fines when the negotiated reduced fine is within the Town Manager's Purchasing Authority (\$15,000) and the reduction in fines is less than 50% of the amount owed.
- B. If the Application requires Town Commission approval, it will be set for the next available regular Town Commission meeting date after all requirements have been met and after the Application is approved by the Town Manager.

The Town Manager or designee shall notify the Applicant of the scheduled hearing. The property owner or violator requesting the reduction of fine must appear at the hearing for the reduction of fine unless they designated an agent, in which case the designated agent shall appear at the hearing. No such hearing shall proceed if the Applicant or representative is not present at the hearing.

PAYMENT AND PERFORMANCE

Any relief granted shall be contingent upon payment of any outstanding amounts within the specified time period and completion of any required performance to effectuate code compliance. Failure to provide valid payment to the Town or to perform as required within the specified time period shall cause the original penalty(s) to continue and the approved relief to terminate without any future action of the Town.

Upon showing by the Applicant of a valid reason beyond the control of the Applicant, the Town Manager may approve one limited time extension if in the best interest of the Town. Once the Town has verified code compliance and received the monies due the Town, the Town will prepare and record the applicable release of lien.

RESOLUTION 2014-22

A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE PRIOR TOWN CODE POLICY FOR THE REDUCTION OF CODE ENFORCEMENT FINES OR LIENS; ESTABLISHING A NEW PROCEDURE FOR REQUESTING REDUCTION OF TOWN CODE ENFORCEMENT FINES OR LIENS; PROVIDING AUTHORIZATION TO THE TOWN MANAGER; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Town Charter Section 5.5(9), the Town Commission may by motion, direction, ordinance or resolution assign additional duties to the Town Manager; and

WHEREAS, Section 162.09(3), Florida Statutes, provides that "[a] lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section;" and

WHEREAS, the Town Commission adopted Resolution 2013-05 on February 26, 2013, executed on March 1, 2013, re-establishing and amending a Town policy and procedure established in 2010 by Resolution 2010-13, by which persons may request that the Town reduce code enforcement fines or liens against their properties (the "Town Code Settlement Policy"); and

WHEREAS, the Town Commission desires to further amend the Town Code Settlement Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA THAT:

Section 1. Recitals. Each "WHEREAS" clause set forth is true and correct and herein incorporated by this reference.

Section 2. Policy Amended. The Town Commission hereby adopts Exhibit "A", attached hereto, as the revised Town Code Settlement Policy.

Section 3. Authorization of Town Manager. Consistent with the revised Policy,

RESOLUTION 2014-22

32 the Town Commission continues to delegate to the Town Manager the authority to negotiate
33 and settle code liens or fines as provided therein, and continues to authorize the Town Manager
34 to develop any procedures or forms deemed necessary to implement the Town Code Settlement
35 Policy.

36 **Section 4. Conflicts.** All Resolutions or parts of Resolutions in conflict herewith,
37 be and the same are repealed to the extent of such conflict.

38 **Section 5. Severability.** If any section, sentence, clause or phrase of this
39 Resolution or Exhibit is held to be invalid by any court of competent jurisdiction, then said
40 holding shall in no way affect the validity of the remaining portions of this Resolution.

41 **Section 6. Effective Date.** This Resolution shall become effective immediately
42 upon its passage.

43
44 PASSED AND ADOPTED this 10th day of June, 2014.

45
46
47
48 
49 Mayor Scot Sasser

50
51
52 Attest:

53
54 
55
56 Town Clerk

APPROVED AS TO FORM:

57
58
59 
60 Susan L. Trevarthen, Town Attorney

(CORPORATE SEAL)

Exhibit "A" to Resolution 2014-22

Town of Lauderdale-By-The-Sea

TOWN CODE SETTLEMENT POLICY

PROCEDURES FOR RELIEF FROM CODE FINES OR LIENS

- 61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
1. **Application.** – A completed and executed Town Application for Relief shall be filed with the Town Manager or designee. In order for the Town to process an Application for relief, all of the violations on the property must be in compliance except as noted in Section 2 below, and the Application shall include all of the following, plus any additional information required by the Town Manager:
 - A. The name and contact information of the property owner. If represented by an attorney or representative, the contact information of that person; and the attorney or representative shall either file a Notice of Appearance, or must sign the application.
 - B. Address or brief legal description, or both, of the property on which the violation(s) occurred.
 - C. Sufficient information (including the nature of violation(s), the date or approximate date on which violation(s) occurred, date or approximate date on which finding of violation(s) was made or on which penalty was imposed, and citation or case number.) A copy of the order shall be attached.
 - D. An explanation of the relief sought, along with any supporting documentation and evidence.
 - E. The non-refundable application fee.
 2. **Code Compliance.** – It is the policy of the Town Commission that prior to accepting an Application for Relief, all of the violations on the subject property shall be in compliance; however, when the sale or transfer of a ~~single family residence property~~¹ to a new owner is hindered because it has a continuing code violation(s), the Town will accept an Application for Relief from the prospective buyer subject to the following:
Applicable Only to Single Family Residences with Code Violations.
 - A. The purchase is an arm's length transaction between unrelated parties. Documentation shall be provided of all persons and entities that have an interest in the property (buyers and sellers).
 - B. The buyer has a valid executed sales contract with limited exceptions or contingencies, which are acceptable to the Town.
 - C. The buyer proposes a specific date by which the code violation(s) will be corrected and the reduced fine amount will be paid to the Town.
 - D. The buyer acknowledges the terms and conditions of a Town Order Reducing Code Enforcement Liens or Fines, which will substantially provide:

¹ Additions are shown in underline font; deletions are shown in ~~strikethrough~~ font.

Exhibit "A" to Resolution 2014-22

Town of Lauderdale-By-The-Sea

TOWN CODE SETTLEMENT POLICY

PROCEDURES FOR RELIEF FROM CODE FINES OR LIENS

- i. The buyer takes the property subject to the accruing code liens and fines and agrees to perform as provided in the relief order approved by the Town.
 - ii. If the code violations are not corrected within the specified time period and the reduced fine amount is not paid, the relief agreed to by the Town shall terminate without any future action of the Town.
 - iii. A waiver of any right to challenge the Town's entitlement to the initial code fines or liens, any remaining outstanding fines or liens, or the Town's handling of the application for relief.
3. **Town Foreclosure Proceedings.** - The Town will not grant relief to any Applicant whose property is subject of any pending foreclosure proceedings filed by the Town Attorney's Office without the express written approval of the Town Attorney's Office.
4. **Hearing Authority.** - A properly submitted Application for Relief will be considered by the Town Manager or the Town Commission as follows:
 - A. The Town Manager is authorized to negotiate and settle Code liens or fines when the negotiated reduced fine is within the Town Manager's Purchasing Authority and the reduction in fines is less than 50% of the amount owed.
 - B. If the Application requires Town Commission approval, it will be set for the next available regular Town Commission meeting date after all requirements have been met and after the Application is approved by the Town Manager. The Town Manager or designee shall notify the Applicant of the scheduled hearing. The property owner or violator requesting the reduction of fine must appear at the hearing for the reduction of fine unless they designated an agent, in which case the designated agent shall appear at the hearing. No such hearing shall proceed if the Applicant or representative is not present at the hearing.
5. **Determination.** - The Hearing Authority shall consider all relevant factors to determine what relief, if any, is appropriate including, but not limited to the following factors:
 - A. The nature and gravity of the violation(s);
 - B. Any actions taken by the applicant to correct the violation(s);
 - C. The length of time between the previously ordered compliance date and the date the violation(s) was brought into compliance;
 - D. Any actual costs expended by the applicant to cure the violation(s), if supported by documentation;
 - E. Any other prior violations committed by the applicant on the subject property or upon any other property owned by the applicant within the Town; and
 - F. Equitable considerations.

Exhibit "A" to Resolution 2014-22

Town of Lauderdale-By-The-Sea

TOWN CODE SETTLEMENT POLICY

PROCEDURES FOR RELIEF FROM CODE FINES OR LIENS

- i. Whether there was any extraordinary hardship which existed or currently exists;
- ii. Whether the Applicant was the property owner when the fine or lien was imposed;
- iii. Whether the property is homestead or non-homestead property;
- iv. Whether the Town lien is interfering with the sale or restoration of the property or will prevent the property from being conveyed to a new owner.

The Hearing Authority shall enter an Order, in a form approved by the Town Attorney, denying or granting the requested relief, or such relief as the Hearing Authority deem proper, and may direct such action as may be appropriate to effectuate the ordered relief.

A copy of the Order approving or denying the Application shall be furnished to the Applicant, and may be served by U.S. First Class Mail.

Applicants who accept the offered relief under this procedure shall sign a waiver prepared by the Town Attorney of any right to challenge the Town's entitlement to the remaining outstanding fines or liens, or the Town's handling of the Application for relief and if applicable Town Order Reducing Code Enforcement Liens.

6. **Payment and Performance.** – Any relief granted shall be contingent upon payment of any outstanding amounts within the specified time period and completion of any required performance to effectuate code compliance. Failure to provide valid payment to the Town or to perform as required within the specified time period shall cause the original penalty(s) to continue and the approved relief to terminate without any future action of the Town.

Upon showing by the Applicant of a valid reason beyond the control of the Applicant, the Town Manager may approve one limited time extension if in the best interest of the Town. Once the Town has verified code compliance and received the monies due the Town, the Town will prepare and record the applicable release of lien.

7. **Denial with Prejudice.** – The Hearing Authority may deny the application with or without prejudice depending on the circumstances of each case.

Appeal. – Relief under this policy is strictly discretionary by the Town, and the Town's disposition of an Application shall not be subject to appeal.



*Original
Citations*

Town of Lauderdale-By-The-Sea
4501 North Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

PRESENTATION SHEET

Item #: 49
Code Officer: Bethany Banyas
Case: 21110002
NOV Issued: 11/03/2021
Owner Name: WHITTIER TOWERS APARTMENTS ASSOCIATION, INC.
Site Address: 1439 S OCEAN BLVD, LAUDERDALE BY THE SEA, FL 33062
Owner's Mailing Address: 4800 N. STATE ROAD 7 #105 FORT LAUDERDALE, FL 33319
Certified Mail:
Service of Notice Achieved By: Signed and dated Green Card in the file

The following violations of Town Codes were cited:

Violations			
Section	Code Text	Violation Detail	Date Complied
FBC BCA Section 105.1. Work Without Permits.	Permits. Required: Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove or demolish any building, structure, or any part thereof; or any equipment, device or facility therein or thereon, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this Code, or to cause any such work to be done; or to change the Occupancy of a building or structure from one use Group to another requiring greater strength, means of egress, fire and sanitary provisions; or to change to an unauthorized or prohibited use; or to install or alter any equipment for which provision is made or the installation of which is regulated by this Code; shall first make application to the Building Official and/or Fire Code Official as indicated in the FFPC or a duly authorized representative and obtain the required permits. A permit shall be deemed...	FBC 105.1 - Work done without a Permit from the Town. As per Assistant Building Official: Dock and seawall work done without a permit. Corrective Action required: Please obtain an after-the-fact permit for all work including but not limited to the piling dock, the floating dock and the concrete restoration work on the seawall that was done without an approved permit. Please comply with any stipulations of the permit(s), obtain all required inspections, and ensure that the permit(s) is Closed. For assistance with permitting or questions about the violation, you may contact the Building Department at 954-640-4215 or building@lbtz-fl.gov.	

Document and Hearing History

<u>Date</u>	<u>Type</u>	<u>Officer Assigned</u>
11/3/2021	Complaint	G. Wienbarg
11/3/2021	Notice of Violation	B. Banyas
11/3/2021	Notice of Hearing	B. Banyas
1/14/2022	Affidavit of Service	
1/26/2022	Affidavit of Non-Compliance	
1/27/2022	Hearing	
2/4/2022	Final Order	
2/5/2022	Notice of Hearing	B. Banyas
3/23/2022	Affidavit of Non-Compliance	
3/24/2022	Hearing	
3/25/2022	Notice of Hearing	M. Small
4/28/2022	Affidavit of Non-Compliance	
4/28/2022	Hearing	
5/3/2022	Notice of Hearing	M. Small
5/26/2022	Affidavit of Non-Compliance	
5/26/2022	Hearing	
5/28/2022	Notice of Hearing	B. Banyas
6/23/2022	Affidavit of Non-Compliance	
6/23/2022	Hearing	
6/29/2022	Order of Imposition/Liens	
7/15/2022	Notice of Hearing	B. Banyas
7/20/2022	Affidavit of Non-Compliance	
7/28/2022	Hearing	
8/1/2022	Notice of Hearing	M. Small
8/24/2022	Affidavit of Non-Compliance	
8/25/2022	Hearing	
8/30/2022	Notice of Hearing	M. Small
10/27/2022	Hearing	
10/28/2022	Notice of Hearing	M. Small
12/17/2022	Affidavit of Non-Compliance	
1/26/2023	Affidavit of Non-Compliance	
1/26/2023	Hearing	
1/26/2023	Presentation Sheet	

Memo History

Date Memo

- 11/3/2021 Spoke to the HOA President Kathy (kgalullo@aol.com) and sent her an email explaining the violations and that they need to get a permission from the owner of the waterway and a permit for the floating dock, piling dock and the concrete restoration.
- 11/16/2021 Sent a copy of the NOV to Jeremy Shir: Jshir@beckerlawyers.com
- 1/26/2022 Spoke to Matthew Nolan, Hillman Engineering: 919-805-1982, and he was requesting more time. He said they need to remove the floating dock, get permissions from the property owners for the pilings, and figure out the construction of the sidewalk cap on the sea wall. I discussed it with Jhanelle and we decided on giving them a Final Order with 60 days to comply or \$250 per day, per violation.
- 1/31/2022 At the (1-27-22) Special Magistrate Hearing, the Magistrate found that violation(s) existed. The Magistrate issued a Final Order, ordering the respondent to comply by (3-23-22) or a fine of \$250 per violation per day will accrue beginning (3-24-22) until compliance is reached and verified by the Town. Hearing Cost of \$100 was assessed for this hearing. If compliance is not reached and confirmed by the time required and/or Hearing Cost is not paid, the case will return to the (3-24-22) Hearing for Certification of Lien. (Hillman Engineering) was present for the respondent.
- 3/25/2022 At the (3-24-22) Special Magistrate Hearing, the Magistrate continued the case to the (4-28-22) hearing at the recommendation of Code Compliance. No Hearing Cost was assessed for this hearing.
- 4/29/2022 At the (4-28-22) Special Magistrate Hearing, the Magistrate continued the case to the (5-26-22) hearing at the recommendation of Code Compliance. No Hearing Cost was assessed for this hearing.
- 5/28/2022 At the May 26, 2022 Special Magistrate Hearing, the Magistrate continued the case to the June 23, 2022 hearing.

Kathy Galullo, Whittier Towers Board president, was present as well as Lauren T. Schwarzfeld, who advised she was standing in for the attorney originally assigned to the case. Both Kathy and Lauren requested the case to be continued as they advised they had not received notice. Alan Gabriel, Town Attorney, had no objection to the continuance request, as fines are still daily accruing. The Magistrate granted the continuance. Inspector Banyas advised that the Town will ensure the mailing addresses for Kathy, Lauren, and for Jeremy Shir are all added to the Companions for the case so the Continuance notice will be mailed to everyone. Email copies will also be sent out.

Whittier Towers
Kaye Bender Rembaum
1200 Park Central Blvd South
Pompano Beach, FL 33064
EMAIL: LSchwarzfeld@KBRLegal.com
954-928-0680

Whittier Towers
Kathy Galullo, President
1439 S Ocean Blvd #118
Lauderdale By The Sea, FL 33062
EMAIL: kgalullo@aol.com

The Palm Yacht & Beach Club, Inc
Jeremy Shir / Becker & Poliakoff
1 E Broward Blvd, Ste 1800
Ft Lauderdale, FL 33301
EMAIL: jshir@beckerlawyers.com

5/28/2022 Emailed Continuance to all parties:
Kelly@phoenixfla.com; stacy@phoenixfla.com
LSchwarzfeld@KBRLegal.com
kgalullo@aol.com
jshir@beckerlawyers.com

6/22/2022 Emailed Joe Natiello, WSH law, a summary and photos. See attached.

6/23/2022 At the June 23, 2022 Special Magistrate Hearing the Magistrate ordered a certification of the lien along with the unpaid Hearing Cost and an additional Hearing Cost of \$200.

The Board President, Kathy Galullo, was present, as was the attorney for Whittier Towers, Jack Seiler.

The Town Attorney Joe Natiello spoke on behalf of the Town.

6/28/2022 Kathy Galullo emailed:

"... the engineering firm has all the submitted documents and updated costs on record and I spoke with them to confirm.

As an FYI, the first payment was in March with submittal. On 6/2 I received a note that the permit was denied because we did not enter in adjusted inflationary costs. I added almost double to the amount. On 6/10, I received another bill and that is what is shown below. I would suggest that LBTS review their notifications, as once something is denied, it would be more logical the next bill would reflect the accurate amount.

I will also ask where the permit application funds went from 2018 submittal as WTA nor Crossbower received a refund.

Additionally, it would be best for all to stop referring to a seawall repair. The seawall adjacent to the canal was not touched. The cap (bulk head) that was split and crumbling was repaired and the grass was cut to add additional walk space.

Finally, attached is the TOPO showing our ownership of 100% of the seawall. The document was submitted over a year ago and I had it updated.

From Apogee:

There are two dates on the survey,

1 The Title block date which shows the original date the survey was done.

2 The date under the Surveyor notes state
Revised 11-21-21 Newly Constructed Dock

Lastly I enlarged the revision note, added some labels to the boundary lines for clarity, so please use the attached file labeled "WHITTIER DOC SURVEY rev 1 sent 1-31-22"

7/8/2022 Called Attorney, Jack Seiler- 954-568-7000, and left a message on his assistants VM. Apparently they are both out of the office until next week.

7/14/2022 Received a call from Cosmo: 203-715-7776, Kathy Gallulo's husband, and he was asking about the hearing and why it isn't posted on the town's website. I explained that this was due to a technical difficulty and the video had no audio. He then said that he thinks that the town certified the lien and believes that it's not what the magistrate said. Bethany and I explained that we think they are confused about the difference of the certification of lien at the hearing and the recording of the lien date. We then explained the process and also let him know that we've been reaching out to Jack Seiler and his assistants and haven't heard anything back from them. Apparently he's on vacation.

7/20/2022 Zoom meeting including Town staff & attorney, Whittier Towers & attorney Jack Seiler, Palm Club Attorney Allen Levine, which resulted in postponed the record of lien date to the day after the August 25th hearing. Megan will be adding the Zoom recording to the property file in the U drive.

6/29/22

- 7/29/2022 At the (7-28-22) Special Magistrate Hearing, the Magistrate continued the case to the (8-25-22) hearing at the recommendation of Code Compliance. No Hearing Cost was assessed for this hearing. The recording of the lien date has been pushed back to 8-26-22 after the scheduled hearing.
- 8/26/2022 At the (8-25-22) Special Magistrate Hearing, the Magistrate continued the case to the (10-27-22) hearing at the recommendation of Code Compliance. No Hearing Cost was assessed for this hearing.
- 11/4/2022 At the October 27, 2022 Special Magistrate Hearing, the case was continued to January 26, 2023.

Jack Seiler, attorney for WTA, was present. Town Atty Alan Gabriel was present.

Fines continue to accrue at \$250 per day, and Hearing Costs of \$300 are due; as yet, the Town has not yet submitted the certified lien for recording in the County Records.

12/17/2022 Not compliant; see updates attached including a statement from Palm Club.

1/26/2023 Not complied, and have not heard from attorney for Whittier Towers.

1/28/2023 At the January 26, 2023 Special Magistrate Hearing, the Magistrate heard testimony from the Town, from Whittier Towers, and from Palm Yacht and Beach Club. The Magistrate ruled that the case will no longer return for status hearings, and that the Town should record the lien. A Hearing Cost of \$100 was also certified.

MEGAN: THIS WILL BE A CERTIFICATION OF LIEN AGAIN.

Town Recommendation:

Evidence Submitted:

Hearing Cost Request:

Notes/Outcome:

→ Rosemary's totally inaccurate statement
Again, Jack submitted all documents and they were ignored

Factors Relevant to Application For Relief 1-5

1. Seawall cap/dock/floating dock constructed without a permit on 11/2/21
2. Seawall and cap had an issuance of a permit and early start letter.
3. Floating dock was in violation. The floating dock was removed by 2/22. The entire area was taped off with notice not to use immediately following the first day WTA was notified of a violation.
4. Plans for the Dock stamped engineer drawings were submitted by March 2022, a permit was applied for, a boundary survey, TOPO, easement presented on 3/24/22. WTA complied, however, documentation was not accepted.
5. LBTS Development Office refused to acknowledge/accept proof that WTA had full rights to the canal.
6. LBTS DO continued to state that Palm Club had the right to stop the dock from being completed and that our seawall was owned by Palm Club. At all hearings WTA was told we had no canal rights. Easement attached.
7. Met with town, Palm Club and appeared to make progress. Two weeks after the meeting, WTA was told there would be no dock permit granted.
8. Obtained additional title searches, another boundary survey, additional documentation and avadavat from the land owner on the dock being in existence.

Equitable Considerations

- Obtained a Broward County Permit. Unsure of cost
- Original dock supplies, barge and fees were 120k
- Legal fees with three attorneys up to 30k
- Title search 5k
- Cement, construction, additional engineer drawings totaling 40k
- 2 Boundary surveys 10k
- 205k

1. Due to the original construction costs the property assessments to repair the building required 65k/ per owner.

2. The sale of units due to a lien on the building is interfering with prospective buyers.

The taped off dock and seawall raised concerns over a period of two years with potential buyers and many owners lost buyers with interest.

Why Relief Should Be Granted

Fully understanding the floating dock was not ever permitted, WTA understands they were in violation and the dock was removed as soon as WTA could hire a team. This error was made by a director from Canada (construction company owner) who was under the impression a floating dock can be put into the water as long as it did not have pilings.

By March, all necessary documentation was given to the town including stamped drawings, additional permit fees even though we had paid for a permit, and attorney representation. WTA was never told how to correct the issue except to get Palm Clubs permission. WTA was unable to remove a concrete cap which make part of the offense considered to be “uncorrectable”. WTA was not going to destroy or remove a dock that we knew was legal to build. However, from November 2021 until July 2024 the dock remained empty. A violation occurred by a boat owner but was not condoned by the WTA Board. Residents were extremely anger at the town and what they felt was abusive behavior towards owners at WTA. The general feeling was WTA was mistreated to satisfy Palm Club, a more affluent community.

Documents for Exhibit:

Packet contains A through O

(A)

Ref: Whittier Towers
Seawall & Dock Restoration

****ALL CORRECTIONS IN RESPONSE TO PLAN REVIEW COMMENTS SHALL BE SLIP SHEETED WITH A NARRATIVE AND SUBMITTED IN PERSON DIRECTLY TO THE BUILDING DEPT. THANK YOU FOR YOUR COOPERATION****

PROCEDURES FOR RESUBMITTING CORRECTED PLANS & ADDRESSING PLAN REVIEW COMMENTS

1. Void all sheets replacing in both the **JOB PLAN AND OFFICE PLAN**
 - Place new sheets in front of voided sheets in both plan sets
 - Fold over corner of voided sheet, staple and mark void with date
 - If last sheet with stamps as voided and mark sheet **VOID EXCEPT FOR STAMPS**
 - Stamp date on face of each newsheet
 - Assemble and bind sheets in order and plans for review
2. Provide a **COMMENT RESPONSE LETTER LIST AND RESPONSE** to all reviewers comments and **identify** sheet number of the correction so the plans can be properly reviewed.
 - All revisions on plan shall be clouded to identify changes
3. Address all reviewers comments in the order it was written for each discipline.
4. All comments and corrections shall be submitted at the same time be reviewed.

SUMMARY OF ITEMS REQUIRED FOR RESUBMITTAL:

1. CORRECTED FILE SET OF PLANS
2. CORRECTED JOB SET OF PLANS
3. COMMENT RESPONSE LETTER

Permit Number: LBS19-008888
Property Address: 1439 S OCEAN BLVD

Review Type	Comments
Structure Review	Approved. Previous Approval under 18-8072 on 12/11/2018. Special Inspector Engineer per FBC 110.10.
Zoning Review	PURSUANT TO CODE SECTION 30-311, PLEASE ENSURE AND IDENTIFY THAT THE FOLLOWING COMMON DOCKING CODE SECTION IS MET: (5) Common docking area. In addition to the provisions contained in sub-sections (1) through (4), if two or more lots share a common docking area, the following conditions must be met prior to any permit being issued pursuant to this section: a. The affected property owners shall enter into an agreement with the Town which shall state the property owners have reviewed and approved the proposed

Incorrect - no common docking area

Denied

From: Matthew Nolan

Sent: Friday, January 22, 2021 5:00 PM

November 2

B

TO: The Whittier Tower Board et al

Subject: A) Correction of Defective Seawall and Dock at Whittier Towers / B) Next Week's Magistrate Meeting (We have been told to expect clarification by phone, if this is IN-PERSON or via ZOOM)

FYI_

I did speak to Ms Linda Connor of Lauderdale by the Sea. With the recent departure of the City Manager, Bill Vance, Linda Connor has been elevated to *Acting* City Manager.

Linda did not have a lot of interest in, again, taking charge here, given her need to assimilate her new responsibilities. Linda has briefed and turned this issue over to her replacement, a Ms Jhanelle Campbell, who is presently *Acting* Director of Development. Hillman Engineering Inc (HEI) has since spoken about this at some length.

Both Linda and Jhanelle were made aware that this call by HEI to the City was (we thought) 'good news' and to tell The City that Whittier Towers (WT) had identified ownership who all were ready to proceed, but needed the precise language and scope in Permission documents that would permit the City to lift its' Stop Work request (of Bill Vance).

not documented

It can be clarified that Whittier Towers has:

1. Identified the Owners' of the 2 effected properties within the canal.
2. Been given assurances by each party that the work by WT and finished improvements would be accepted
3. That no Title would be requested by either party for any of the work or improvements when completed by WT (Before or After LBTS-approvals)
4. That no limitation to its' Use by WT (e.g. boat docking, access with personal watercraft, paddle boards, kayaks etc in conformance with Code) by any party would be requested during the work or after the improvements were made.

The questions are:

1. What any Permission document signed by all parties (whether 3 private parties only? ...or, the City, too?) should *say or include* that would:
 - Satisfy the City ...or any AHJ? ...AND,
 - That LBTS and the 3 Private Parties (2 + WT) agree that WT could make these improvements
 - That these improvements and/or the City's approvals were not contested
 - That any future request by the City ..or AHJ) of WT (its' heirs and assigns) to make changes per Code or maintenance would be accepted binding, etc.
 - That these approvals and the Permission would pass to assigns, heirs, future ownership and boards in perpetuity, etc.
2. Who should author this document? (Any templates available that would aid in this process?)
3. What would the document approval process within the City be before issuance to the other parties?
4. How would the City handle taxation if these City-approved improvements (or 'Like and Same' replacements) were made by WT?
5. When could the physical restoration work proceed?

HEI did confirm to LBTS (i.e. Ms Jhanelle Campbell) {as done previously with LBTS) that WT has acted upon and in good faith spent capital on the City's initial approvals. (ie. Including purchase of protective fencing and screening, sheet piles and demolition costs, etc).

And, in accordance with the City's earlier request, contracted and paid for a special boundary survey of the seawall/dock area. (The City has electronic and file copies) That all of these costs were 'sunk' and the result of City request and/or direction to proceed.

From: Matthew Nolan

Sent: Friday, January 22, 2021 5:55 PM

To: JhanelleC@lauderdalebythesea-fl.gov

Cc: Henry Hillman <henry@HillmanEngineering.com>; Andrew Dicesare <Andrew@HillmanEngineering.com>

Subject: FW: A) Defective Seawall and Dock at Whittier Towers / B) Next Week's Magistrate Meeting (We have been told to expect clarification by phone if this is IN PERSON or via ZOOM)

Ms. Campbell:

As left this week, HEI was to forward you information to help you get 'caught up' on Whittier Towers (in particular the Seawall / Dock issue). Attached are some. We will follow with others, shortly. I know that you were to review the City's internal documents and contact others involved with this seawall/dock issue. Hopefully, these will be of help to aiding in a best course of action. In short, we are looking for closure and confirmation of Notice to Proceed.

As well, Linda (Connor) mentioned someone to follow-up with HEI regarding the 5pm 1/28/2021 Magistrate Meeting next week. (Is it happening? In person? Zoom? If so, is there a the link?) Typically, as HEI will again do early next week, this office sends prior to the Magistrate Meeting Mr Adach and Bethany updated progress reports with photos, as well as our Weekly Special Inspector's reports for your files. Also, if the Zoom platform applies, most of the WT Board, Henry Hillman and myself join the meeting. If in Person, the Board President, Henry Hillman and myself attend.

Below is an update email from HEI to the Board following our calls this week with Linda and yourself. It does go into more detail about some of the items that the City might find useful to consider in any Seawall/Dock Permission agreement (regardless of who draws it up). Though it was initially discussed otherwise, Whittier Towers and its' attorney can author these agreements. But, but for purposes of not antagonizing the other 2 parties with multiple version and reviews by Boards and their associated counsel expenses, WT would like to ensure that this document 1st serves the City's purposes, as well. Note; it was LBTS that stopped WT by Mr Vance's request. So, having WT only 'guess' at what remedies would now satisfy the City, your department and its' counsel collectively would seem inefficient, particularly after so much time and cost.

We look forward to your suggestions and any templates if those are available.

Regards,

Matthew F. Nolan PM

Hillman Engineering Inc

970 W McNab Rd, Ste 200

Ft. Lauderdale, FL 33309

O: 954.975.9008

M: 919.805.1982

F: 954.975.9011

HILLMAN
ENGINEERING

C

- Original message -----

From: Kathy Galullo <kgalullo@aol.com>

Date: 2022-01-26 8:22 p.m. (GMT-05:00)

To: jmt@wintru.com, rkrolewski4@gmail.com, cwill26131@aol.com, tguthrie58@hotmail.com

Subject: MURRAY Below. I can have Matt read this on our behalf. I spoke to him about the fact we needed to do the repairs and he has old pictures to bring

Hello Linda,

I have been informed the town will only accept testimony regarding the code violations at Whittier Towers Apartment Association from a Board of Director, or a designated representative. Unfortunately, I cannot be in attendance due to health issues. Please be advised I have asked Mathew Nolan (HEI) to attend the Code Compliance Meeting to represent WTA to read into the record, and inform the Magistrate of following facts:

1. Whittier Towers Apartment Association has retained Joseph Huss (Krinzman, Huss, Lubutski) to file a Claim for ADVERSE POSSESSION against Palm Club and Surf Sider Properties, as well a Claim for Easement Rights over the Canal based on the Encroachment of the Dock and Pilings being a state of matter for approximately 55 Years without Obstruction from the Parties.
2. The work performed was replacement and maintenance of the dock and pilings
3. The concrete repair work on the top of seawall was completed on WTA property based on a current survey done in December of 2021

* WTA is formally requesting the Magistrate to defer the hearing for a period of 180 Days in order to file claim and apply for "After the Fact Building Permit" with the required documentation as requested by Code Enforcement.

Respectively submitted,

Kathy Galullo

President Whittier Towers Apartment Association

1439 South Ocean Boulevard

LBTS, FL 33062

denied - 1/26/22

Whittier Towers Apartment Association

1439 South Ocean Boulevard

LBTS, FL 33062

Greg, Good morning,

I am aware the hearing this evening requires my presence, or I designate a person to speak on the behalf of WTA. Unfortunately, I am not able to travel for another 6 to 8 weeks because I cannot sit on a plane for three hours. I would have preferred to be there in person; however, cataract surgery has left me with cornea damage that is just now healing but had left me unable to focus, read or write for 4 weeks. I also had a fall down a set of stairs that resulted in a concussion, damaged two discs, and have two tears in my hamstring and hip with resulting edema and significant pain. After eight weeks of physical therapy, and pain management, I am finally able to take a stair using my left leg. I can provide all necessary medical statements of proof of injury. The purpose of relaying the information is to let you there is a delay on my attention to this matter for sound reason. I have spent two months concentrating on myself versus WTA.

I was disappointed to hear that the town would not delay the hearing, or offer a Zoom option, therefore, Matt Nolan (HEI) has graciously said he will represent the interests of WTA this evening. **I am designating him as WTA's spokesperson.** However, I am formally requesting a delay to allow me to work on resolving the situation and apply for the necessary After the Fact Permits.

Over the last two weeks, I have been able to focus on next steps as it relates to the Code Violations. Please be advised of the following:

#1 Whittier Towers has retained Joseph Huss to file a Claim for ADVERSE POSSESSION against Palm Club and Surf Sider Properties as well a Claim WITH THE STATE OF FLORIDA AND BROWARD COUNTY for Easement Rights over the Canal based on the Encroachment of the Dock and Pilings being a state of matter for approximately 55 Years without Obstruction connected to Whittier Towers Property.

2 The work performed was replacement Maintenance of the EXSISTING Dock and Pilings.

3 The New Concrete Work INSTALLED on the top of Seawall was on Whittier Towers Property based on the FINDINGS of a Current Survey COMPLETED in December of 2021

#4 Request to the Magistrate for deferral of Hearing

all denied

Kathy Galullo

President Whittier Towers Apartment Association

1439 South Ocean Boulevard

LBTS, FL 33062

Inquiries, questions, and concerns regarding WTA property maintenance issues should be directed to kelly@phoenixfla.com, Mon. thru Fri. during normal business hours. Emergency contact information is Phoenix Management Services at 954-640-7070.

D

Hi Ryan,

I think this is important info. I contacted the construction company (Crossbower) that did the work at WTA. As you can see from the below email, the (dock) and seawall cap were done when the permit for all walkways was still open and the seawall, a walkway, was repaired.

Regards,
Kathy Galullo

----- Forwarded Message -----

From: "8605753585@vzwpx.com" <8605753585@vzwpx.com>

To: "kgalullo@aol.com" <kgalullo@aol.com>

Sent: Friday, April 7, 2023 at 09:29:58 AM EDT

Subject:

Hi Kathy,

I apologize it took a bit to go back into the project files to get the information you asked me for.

Hillman issued the completion letter on August 9, 2021

The permit for the restoration LBS18-008071

Was closed by the city on

December 21 2021.

Let me know if you need anything else.

Regards.

*Dock and seawall was done
by November 21*

E

AFFIDAVIT BY JACK MCCULLOCH

STATE OF SOUTH CAROLINA)
)ss:
COUNTY OF ANDERSON)

BEFORE ME, the undersigned authority, this day personally appeared Jack McCulloch, who is personally known to me and after first being duly sworn, deposes and says:

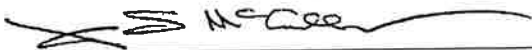
1. I am over the age of 18 and give this Affidavit freely, willingly, and without coercion.
2. Myself, along with my brother Robert McCulloch, are the owners of the property upon which Whittier Towers Apartments Association, Inc. ("Whittier Towers") is situated, located in Lauderdale by the Sea, Florida.
3. I was personally involved in the purchase of the land with which the Whittier Towers Cooperative is situated on. Myself, along with my father, George McCulloch and my brother, Robert McCulloch were also the developers of Whittier Towers Apartments Association, Inc.
4. I submit this Affidavit to provide a history of Whittier Towers' use and ownership of the land and dock adjacent to the building since its inception.
5. The 100 feet of dock space, which is currently in dispute, has been authorized for use by Whittier Towers since its inception. The property upon which Whittier Towers is now situated was purchased from Weir Realty, the owner of the submerged canal land, and that land is where the dock has been located since 1957 when the property was purchased. The Whittier Towers House Rules and Regulations, approved on November 1, 1966, Section IV specifically states:

Approximately one hundred feet (100') of boat dockage will
be available to WHITTIER TOWERS APARTMENT

owners. In allocating boat slips, priority will be given to the boats of under twenty-two feet (22') in length. After the WHITTIER TOWERS APARTMENTS units are initially sold out, space, if available, will be allocated to owners of larger boats on a first come, first served basis.

6. When the land upon which Whittier Towers is now situated was purchased, it was a vacant piece of property with just a dock in place. That dock remained there until it was rebuilt in 2019.
7. I personally parked my boat on said dock while the Whittier Towers was under construction. The use of the dock has never been questioned or contested prior to the rebuilding of the dock in 2019 as part of the Whittier Towers 40-year recertification.
8. The attorney who handled the Development of Whittier Towers was George F. Declaire. Prior to our purchase, he performed all necessary surveys and title analysis.
9. It was determined at the time Whittier Towers was developed, that the use of 60 feet of the existing dock frontage was authorized, and as such, it was written into all of the governing documents.
10. Since its inception in 1965, Whittier Towers has used and maintained the 60-foot dock.

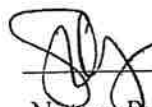
FURTHER AFFIANT SAYETH NAUGHT.



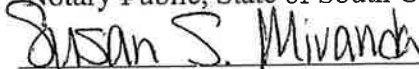
Jack S. McCulloch, Whittier Towers Land Lease
Owner

The foregoing instrument was acknowledged before me this day of March 2022, by Jack McCulloch, who is personally known to me or who has produced as identification and who did take an oath.

BY:

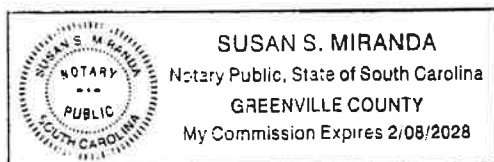


Notary Public, State of South Carolina



Printed Name of Notary Public

My Commission Expires:



(E)

After- the -Fact (Dock construction)

Type: Express Review

Workflow: Express Workflow

Jurisdiction: Town of Lauderdale-By-The-Sea

Project Number: 733766

Posted: 3/21/22 4:07 PM

Applicant: MARCELA VELASQUEZ

Admin: Simo Mansor

Description:

After the fact dock construction

Related Project Tracking ID: LBS22-012486

Status: Review Approved

Stage: Approved

* 3/21/22 →

Plans submitted by the second hearing
Permit application paid for
Floating dock out of the water
Area roped off

* Broward County permit submitted
Casement document submitted (from 1960)
all parties signed
Affidavit from Land Lease owner

All ignored

6

Kathy Galullo

Thu, Feb 17, 2022 at 10:28 AM ☆

From: kgalullo@aol.com**To:** gregw@lauderdalebythesea-fl.gov, Building Official, Matthew Nolan, Jhanelle Campbell

Hi Greg, we had originally put up roping on Friday obstructing the entire area that was removed early Wednesday to put up piping we purchased and signs professionally made. The person we hired left sick and was coming back today to finish the work. We can use the red tape instead although I believe what I had purchased would work better. Who are these people that are saying there are "people on the dock"? I have the right to know where the information is coming from and pictures. I have not heard any reports of anyone crossing the ropes temporarily put up.

Kathy

*No answer*Sent from the all new AOL app for Android

On Thu, Feb 17, 2022 at 7:39 AM, Gregory Wienburg
<gregw@lauderdalebythesea-fl.gov> wrote:

Good morning Kathy,

~~X~~ I went out yesterday to take some photos and showed them to the building Official, Simo, and he stated that this is not sufficient blockage of the dock. Simo wants red caution tape wrapped around the poles so that it's clear to everyone that the dock cannot be utilized. This needs to be done immediately since we have reports that there were people recently on the dock. Please let me know if you have any questions.

Kind Regards,



Greg Wienburg
Code Compliance Inspector
4501 N. Ocean Drive
Lauderdale-By-The-Sea, FL 33308
Phone: 954-640-4216
gregw@lauderdalebythesea-fl.gov • www.lbts-fl.gov • www.lbtsevents.com

Please note: Florida has a very broad public records law. Written communications to the Town, including emails, are Public Record available to the public upon request. Your email communication is therefore subject to public disclosure.

From: Kathy Galullo <kgalullo@aol.com>**Sent:** Tuesday, February 15, 2022 12:28 PM**To:** Building Official <buildingofficial@lbts-fl.gov>; Gregory Wienburg <gregw@lauderdalebythesea-fl.gov>; Matthew Nolan <matthew@hillmanengineering.com>**Subject:** RE: Dock removal*Pictures with signage / orange fence*

[CAUTION] This external e-mail originated outside the Town. Do not open links or attachments unless you are certain they are safe.

Hello, please see attached photo. The floating dock has been removed. A barrier and signs have been put up as of last Friday.
Kathy Galullo

*Area secured prior to the
March hearing when I could
travel*

Easement submitted
March 2022 - 2nd meeting

(H)

Ignored at magistrate meeting

OFF: 2013 PAGE 824
REC:

The West 100' feet of the East one-half (E $\frac{1}{2}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 6, Township 49 South, Range 43 East, Broward County, Florida, less the North 1850 feet and the South 35 feet thereof.

and

WHEREAS, the parties hereto are either owners or lessees or have some interest in the lands underlying said canals or adjacent thereto; and

WHEREAS, the parties hereto have agreed to grant each to the other certain rights to use and enjoy the said canals as hereinafter more particularly set forth; and

WHEREAS, such use shall be to the mutual benefit of the parties hereto;

NOW, THEREFORE, in consideration of the foregoing and in further consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The above recitations are true.
2. Each of the parties hereto, for himself, or itself, and for his or its heirs, successors or assigns, hereby grants unto each of the other parties hereto, his or its heirs, successors or assigns, the right to use in common with all of the parties hereto, his or its heirs, successors or assigns, the above described canals or waterways for the operation of pleasure boats, henceforth perpetually.

BROWARD NATIONAL BANK OF FORT LAUDERDALE,
As Executor of the Estate of M. A. FORT
Deceased

By

[Signature]
Helen Fick



STATE OF Florida)
COUNTY OF Broward) ss.:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ALTON W. LICK and HILDA F. LICK, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing Agreement, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Longwood Beach, Florida
this 12th day of July, 1960.

(SEAL)

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 4, 1962
Bonded by American Surety Co. of N. Y.

STATE OF Florida)
COUNTY OF Broward) ss.:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JAMES T. FULGHUM and ELIZABETH H. FULGHUM, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing Agreement, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at
this 1st day of August, 1960.

STATE OF FLORIDA)
COUNTY OF BROWARD) ss.:

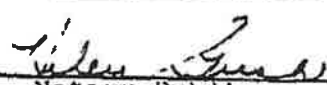
OFF: 2013 PAGE 828
REC: 2013

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared J. B. Richner as Vice President and Trust Officer of BROWARD NATIONAL BANK OF FORT LAUDERDALE, a national banking association, as Executor of the Estate of M. A. HORTT, Deceased, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as such officer of said Bank.

WITNESS my hand and official seal at Fort Lauderdale, said County and State, this 29th day of July, 1960.

(SEAL)

My Commission Expires:


Notary Public

RECORDED IN OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
FRANK H. MARKS
CLERK OF CIRCUIT COURT

STATE OF FLORIDA)
) ss.:
 COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared MILTON N. WEIR, JR. and WILLIAM M. WEIR, as Vice President and Secretary respectively of WEIR REALTY COMPANY, a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same as such officers of said corporation.

WITNESS my hand and official seal at Pompano Beach, said County and State, this 17th day of June, 1960.

(SEAL)

William M. Weir
 Notary Public

My Commission Expires:
 Notary Public, State of Florida at Large
 My Commission Expires May 4, 1962
 Bonded by American Surety Co. of N. Y.

STATE OF FLORIDA)
) ss.:
 COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared MILTON N. WEIR, JR. and WILLIAM M. WEIR, as Vice President and Secretary respectively of SOUTH-BEACH DEVELOPMENT COMPANY, a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same as such officers of said corporation.

WITNESS my hand and official seal at Pompano Beach, said County and State, this 17th day of June, 1960.

(SEAL)

William M. Weir
 Notary Public

My Commission Expires:
 Notary Public, State of Florida at Large
 My Commission Expires May 4, 1962
 Bonded by American Surety Co. of N. Y.

STATE OF FLORIDA)
) ss.:
 COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared MILTON N. WEIR, JR. and WILLIAM M. WEIR, as Vice President and Secretary respectively of THE PALM CLUB, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument, and

60- 83421

AGREEMENT

This Agreement made and entered into this 1st day of March, 1960, by and between the following: ALTON W. LICK and HILDA F. LICK, his wife; JAMES T. FULGHUM and ELIZABETH H. FULGHUM, his wife; WEIR REALTY COMPANY, a Florida corporation; THE PALM CLUB, INC., a Florida corporation; SOUTH-BEACH DEVELOPMENT COMPANY, a Florida corporation; and BROWARD NATIONAL BANK OF FORT LAUDERDALE, as Executor of the ESTATE OF M. A. HORTT, Deceased;

W I T N E S S E T H :

WHEREAS, there has been dredged a certain private canal or waterway, which has not been dedicated to the public, more particularly described as follows:

A 30 foot easement lying in the Southwest one-quarter (SW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 6, Township 49 South, Range 43 East, Broward County, Florida, and being 15 feet on each side of a centerline described as follows:

COMMENCING at the Southeast corner of the said Southwest one-quarter (SW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 6; thence North 0°-34'-33" West along the East line of the said Southwest one-quarter (SW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$) a distance of 50 feet to the Point of Beginning of centerline herein described; thence South 89°-01'-27" West parallel to the South line of the said Southwest one-quarter (SW $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$), a distance of 150 feet; thence South 76°-26'-33" West, a distance of 160.67 feet to a point 15 feet North of the said South line of the Southwest one-quarter (SW $\frac{1}{4}$) of the Southeast one-quarter

60 AUG 23 PM 2:43

lands adjacent to said canals or waterways.

IN WITNESS WHEREOF, the parties hereto have
executed this agreement for the purposes therein ex-
pressed on this the day and year first above written.

Signed, sealed and
delivered in the
presence of:

Alton W. Lick (SEAL)
Alton W. Lick

Hilda F. Lick (SEAL)
Hilda F. Lick

William T. Lick
James T. Fulghum

James T. Fulghum (SEAL)
James T. Fulghum

Elizabeth H. Fulghum (SEAL)
Elizabeth H. Fulghum

William T. Lick
James T. Fulghum

WEIR REALTY COMPANY

By Alton W. Lick Vice President

ATTEST: William T. Lick Secretary

William T. Lick
James T. Fulghum

SOUTH-BEACH DEVELOPMENT COMPANY

By Alton W. Lick Vice President

ATTEST: William T. Lick Secretary

William T. Lick
James T. Fulghum

See Clarification / Questions below.

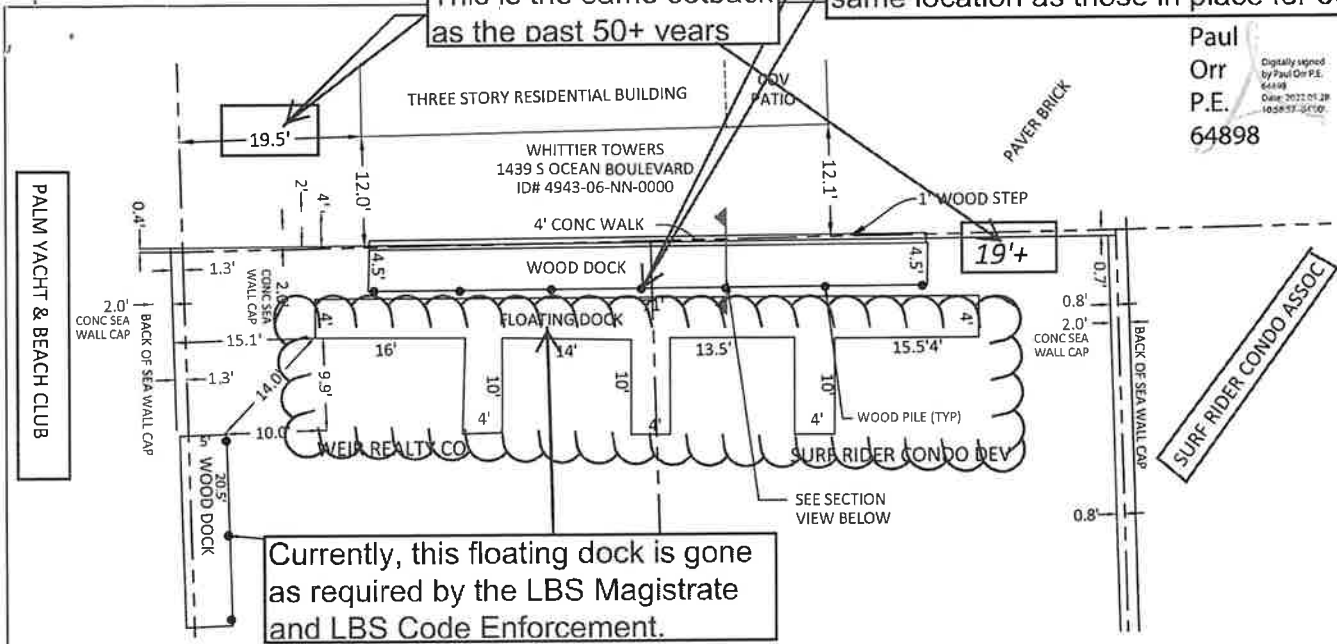
THIS IS TO BE 15 MIN.

You have left the dock and the new piles in the same location as those in place for 50+ years.

This is the same setback as the past 50+ years

Paul
Orr
P.E.
64898

Digitally signed
by Paul Orr P.E.
64898
Date: 2022.01.28
16:28:57 -0500



PLAN VIEW

NOTE: SURVEY DATA COLLECTED BY APOGEE SERVICES, LLC ON NOVEMBER 21, 2021.

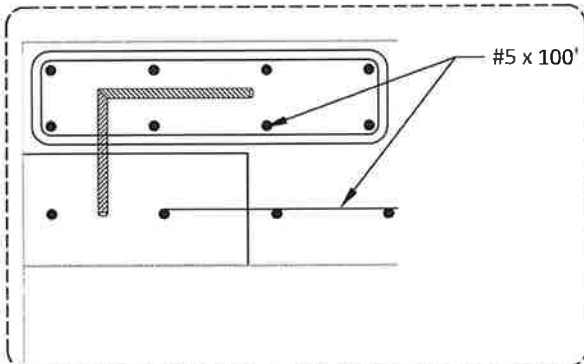
WHITTIER TOWERS APARTMENT ASSOCIATION
BULKHEAD CAP
1439 SOUTH OCEAN BOULEVARD, LBTS, FL 33062

EXISTING 10" WOOD PILES
SPACED 10 FT APART

These have not
been
removed...Correct?

This has been left
in place...Correct?

Did the County ever rule on this...and/or issue the General Permit?
If, so, can you forward the permit, as well?



1. HOOPS #5 14" X 14"
EMBEDDED 6" EVERY 12"
2. RING #3

SECTION VIEWS

EXISTING
KNEE WALL

NOT FOR
CONSTRUCTION
FOR REGULATORY
REVIEW ONLY

REVISIONS		
DATE	BY	DESCRIPTION

DORIS SEAWALLS AND RESTORATIONS
ALEX ALONZO
PRESIDENT/OPERATING MANAGER
ALEX@DORISEAWALLS.COM
PH: (954) 813-8844

DATE: 5/26/22
BY: PD
SHEET: 1



Resilient Environment Department
Environmental Permitting Division
1 North University Drive, Mailbox 201, Plantation, FL 33324
Phone: 954-519-1483 Fax: 954-519-1412

**BROWARD COUNTY
ENVIRONMENTAL PERMITTING DIVISION
ENVIRONMENTAL RESOURCE GENERAL LICENSE
GL-LBS2203-053**



Broward County Code of Ordinance(s): 27-336(a)(1)a.

Applicant: Kathy Galullo

1439 S OCEAN BLVD, Lauderdale by the Sea

Description: After-the-fact approval for the installation of seawall cap over-pour and replacement of a previously existing 60.2' by 5' marginal wood dock on 7 new dock piles.



Issue Date: 02/01/2023

Expiration Date: 01/31/2025

The above project has been reviewed and was verified to meet the criteria outlined in Chapter 27-336(a) of the Broward County Natural Resource Protection Code for the issuance of this Environmental Resource General License (GL). This approval is specific for the plans and description described on this verification. Any changes to project footprint, design or size must be reviewed by the Department and may require additional licensing.

Construction shall be in accordance with the submitted Application, the approved plans and the attached General Conditions. This approval does not authorize impacts to natural resources (mangroves, sea grasses, etc). Failure to comply with the license conditions may result in suspension or revocation of the license and/or enforcement actions.

Issuance of this license does not relieve the licensee from obtaining any other required federal, state or local permits or authorizations required for this project prior to commencement.

Per Section 27-58(b)(9), "The licensee, by acceptance of this license, specifically agrees to allow access and shall allow access to the licensed source, activity, or facility at times to the COUNTY personnel for the purposes of inspection and testing to determine compliance with this license and this chapter."

Aquatic and Wetland Resources Reviewer: Sabrina Ladd

Telephone:

email: sladd@broward.org

1. The terms, conditions, requirements, limitations and restrictions set forth herein are accepted by the licensee and enforceable by the Environmental Protection and Growth Management Department (EPGMD) pursuant to Chapter 27 of the Broward County Code of Ordinances. EPGMD will review this license periodically and may revoke the license, initiate administrative and/or judicial action for any violation of the conditions by the licensee, its agents, employees, servants or representatives or principals.
2. This license is valid only for the specific uses set forth in the license application, and any deviation from the approved uses may constitute grounds for revocation and enforcement action by EPGMD.
3. The licensee agrees to comply with Chapter 27 of the Broward County Code of Ordinances, as amended.
4. Enforcement of the terms and provisions of this license shall be at the reasonable discretion of EPGMD, and any forbearance on behalf of EPGMD to exercise its rights hereunder in the event of any breach by the licensee shall not be deemed or construed to be a waiver of EPGMD's rights hereunder.
5. In addition to the general conditions set forth above, each license issued by EPGMD shall contain specific conditions determined by site conditions and requirements pursuant to the regulations as determined by the director of EPGMD. The licensee agrees that specific conditions are enforceable by EPGMD for any violation thereof.
6. If the licensee wishes to renew a license or extend its term, the licensee shall make application sixty (60) days prior to its expiration. Expired licenses are not renewable.
7. This license does not constitute a waiver or approval of any other license that may be required for other aspects of the total project.
8. The licensee, by acceptance of this license, specifically agrees to allow access to the licensed source at reasonable times by EPGMD personnel for the purposes of inspection and testing to determine compliance with this license and Chapter 27 of the Broward County Code of Ordinances.
9. This license must be available for inspection on the licensee's premises during the entire life of the license.
10. The issuance of this license does not convey any vested rights or exclusive privileges, nor does it authorize any injury to public or private property or any invasion of personal rights, or any violations of federal, state or local laws or regulations.
11. In the event the licensee is temporarily unable to comply with any of the conditions of the license, the licensee shall notify EPGMD within twelve (12) hours. Within five (5) working days of the event, the licensee shall submit a written report to EPGMD that describes the incident, its cause, the measures being taken to correct the problem and prevent its reoccurrence, the owner's intention toward repair, replacement, and reconstruction of destroyed facilities, and a schedule of action leading toward operation within the license conditions.
12. Any new owner of a licensed facility shall apply by letter for a transfer of license within thirty (30) days after sale or legal transfer. The transferor shall remain liable for performance in accordance with the license until the transferee applies for, and is granted the transfer of license. The transferee shall also be liable for performance in accordance with the license.
13. By accepting this license, the licensee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, that are submitted to EPGMD, may be used by EPGMD as evidence in any enforcement proceeding arising under Chapter 27 of the Broward County Code of Ordinances, except where such use is prohibited by Section 403.111, F.S.

Standard Specific Conditions
(Required for all licenses)

GL-LBS2203-053

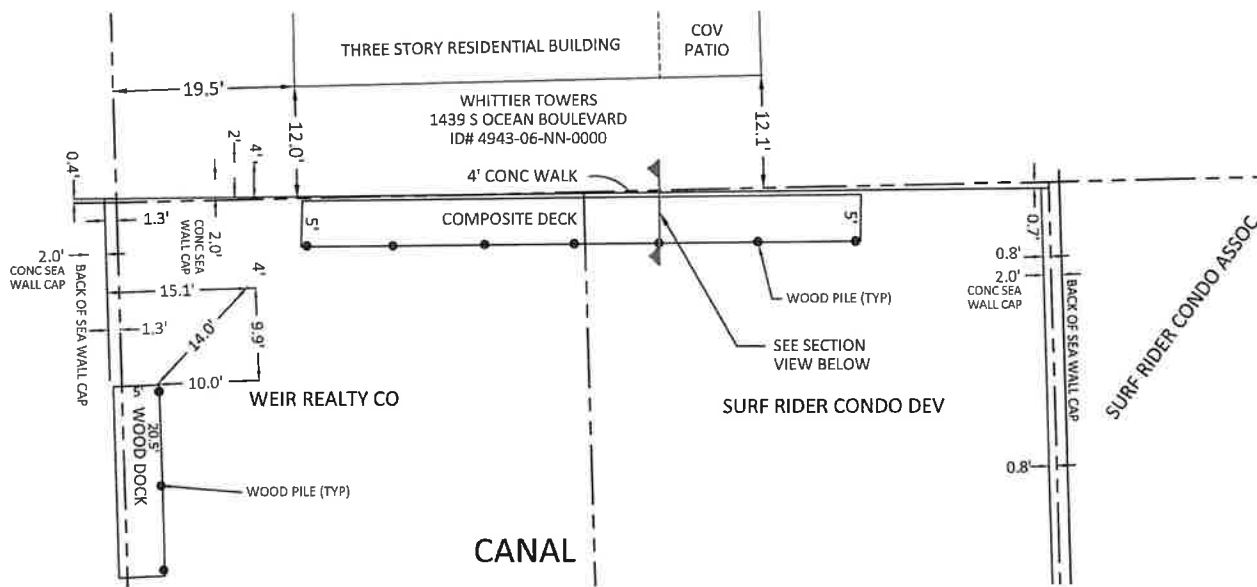
1. Notify the Department in writing a minimum of forty-eight (48) hours prior to project commencement and a maximum of forty-eight (48) hours after project completion.
2. Any project caused environmental problem(s) shall be reported immediately to the Department's Environmental Response Line at 954-519-1499.
3. All project generated solid waste and/or spoil material must be disposed of in a suitable approved manner in accordance with current regulations at an upland location (not including surface waters and wetlands).
4. Turbidity screens or equivalent shall be properly deployed and maintained as necessary during construction activities so that turbidity levels do not exceed twenty-nine (29) Nephelometric Turbidity Units (NTU's) above natural background fifty (50) feet downstream of project.
5. Only clean fill and clean demolition materials shall be placed in the water bodies being filled. Clean demolition materials include things such as brick, stone, ceramic and concrete rubble which are uncontaminated by other materials. Any fill material used shall be free of garbage, rubbish, refuse, asphalt, hazardous materials, organic matter such (as) wood, lumber, tree or tree trimmings, or other contaminants. The disposal of any putrescible or deleterious debris in any water body is prohibited.
6. This license does not eliminate the necessity to obtain any required federal, state, local or special district permit/license/approval prior to the start of any activity authorized by this license.

Project Specific Conditions

GL-LBS2203-053

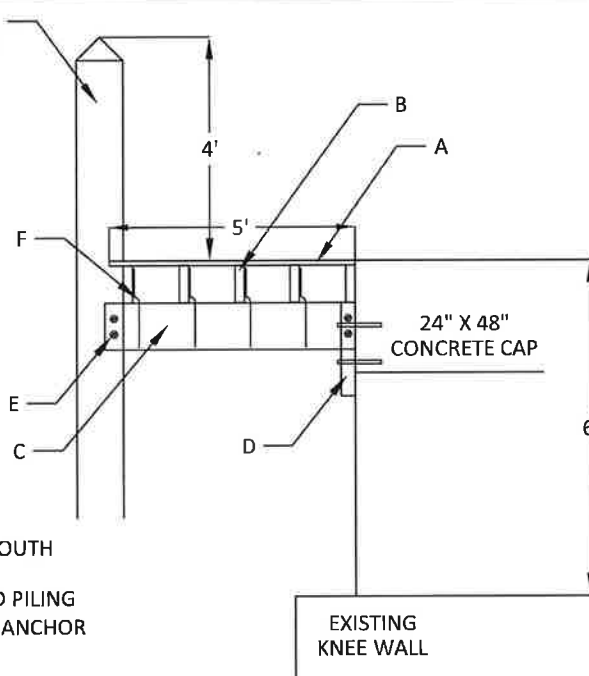
1. All watercraft associated with the construction and use of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring or prop dredging. Specifically, there shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the top of any submerged resources or canal bottom at mean low water.
2. Construction shall be in accordance with the attached plans and drawings. Any deviation may require a new license and may cause enforcement actions to be initiated.
3. Turbidity levels shall be monitored and recorded if a visible turbidity plume is observed leaving the site during construction activities. If monitoring reveals that turbidity levels exceed 29 NTU's above natural background 50 feet downstream of the point of discharge, project activities shall immediately cease, and work shall not resume until turbidity levels drop to within these limits (62-302.530(69) Florida Administrative Code [FAC]).
4. Turbidity screens, silt fences, or equivalent shall be properly employed and maintained as necessary to effectively contain suspended sediments and/or runoff during construction activities. Dredging, filling, excavation, seawall removal, seawall construction, and other projects which result in similar degrees of disturbance to wet sediments shall in all cases employ turbidity control measures designed to effectively enclose the entire work area. Connected turbidity curtain segments shall be overlapped and tied at the top and bottom so as to prevent turbidity from escaping through gaps between segments.

PALM YACHT & BEACH CLUB



PLAN VIEW

EXISTING 10" WOOD PILES
SPACED 10 FT APART



- A. COMPOSITE BOARD RUNNING NORTH TO SOUTH
- B. 2" x 8" EVERY 16" AT CENTER
- C. 3" x 10" (2) ATTACHED AT EVERY 12" WOOD PILING
- D. 3" x 12" ATTACHED WITH (2) SS 3/4" WEDGE ANCHOR
- E. SS 3/4" THRU BOLT WITH WASHER AND NUT
- F. SS STRAPS ATTACHED WITH SS NAILS

SECTION VIEW

WHITTIER TOWERS APARTMENT ASSOCIATION

DOCK

1439 SOUTH OCEAN BOULEVARD, LBTS, FL 33062

DORISE SEAWALLS AND RESTORATIONS

ALEX ALONSO
PRESIDENT/OPERATING MANAGER
ALEX@DORISESEAWALLS.LLC.COM
PH. (954) 513-6644

DATE:

9/13/22

BY:

PD

SHEET:

1

NOT FOR
CONSTRUCTION
FOR REGULATORY
REVIEW ONLY

REVISIONS		
DATE	BY	DESCRIPTION

P.E. NO.

DATE

Sec. 27-14. Administrative review of EPGMD determinations.

- (a) A person with a substantial interest may file a petition to request review of or to intervene in a review of a final administrative determination made pursuant to this chapter concerning:
- (1) The requirement that a facility or activity obtain a license or environmental review approval.
 - (2) Interpretations of license or environmental review approval conditions.
 - (3) Interpretations of variance conditions.
 - (4) The decision to suspend or revoke a license or environmental review approval.
 - (5) The requirement of certain license conditions.
 - (6) The issuance of a license or environmental review approval.
 - (7) The denial of a license or environmental review approval.
 - (8) The scope of a license or environmental review approval, geographic or otherwise.
 - (9) The scope of a variance, geographic or otherwise.
 - (10) The issuance of a stop work order.
 - (11) Similar final administrative determinations.

This administrative review procedure shall be the only means of review available for the above final administrative determinations by either the petitioner or the intervenor (the parties).

- (b) person may not obtain review by this procedure of:
- (1) The issuance or adjudication of or other matters involving a notice of violation or a citation.
 - (2) Internal policy decisions
- (c) A person desiring a review of a staff determination made pursuant to this Chapter shall first bring the determination to the attention of the appropriate section supervisor to attempt to resolve the matter. If a resolution cannot be reached, then the decision shall be reviewed by successive supervisory levels until the issue is resolved or reaches the level of the director or his or her designee for the final determination.
- (d) A person desiring administrative review of a final determination made by the director or the designee shall file a petition with the director for review by the hearing examiner. The petition shall be filed within ten (10) days from the rendition of the action taken or of the decision made by the director. An entity whose license or approval is being challenged shall be a party to the action.
- (e) The review shall not be heard until the provisions of subsection (f) are met. Upon motion to the hearing examiner, an insufficient petition shall be dismissed with or without leave to refile. If a petition is determined to be insufficient by the hearing examiner and the petitioner has been given leave to refile by the hearing examiner, unless otherwise ordered by the hearing examiner, the petitioner must refile within ten (10) days of the rendition of the order of dismissal or the petition will be dismissed with prejudice.

- (f) A sufficient petition for review or petition for intervention in the review shall, at a minimum, contain the following information:
- (1) The nature of the determination sought to be reviewed.
 - (2) A short, plain statement of the facts which form the subject matter upon which the determination was made as asserted by all parties of record at the time that the petition is filed; a statement of the material facts in dispute, if any. If any party is unable to state the matters in sufficient detail at the time initial petition is filed, the petition may be limited to a statement of the issues involved; and thereafter, upon timely written motion, a more definite and detailed statement shall be furnished not less than seven (7) days prior to the date set for the hearing.
 - (3) The specific determination for which the review is sought.
 - (4) The specific legal grounds upon which the parties seek review of the determination.
 - (5) A short statement of the petitioner's or the intervenor's substantial interest in the matter to be reviewed.
 - (6) The specific section of this chapter on which the decision is based, if known, and the specific section that the parties allege should control the decision, if known.
 - (7) A copy of the director's or the designee's written final determination.
 - (8) A statement of the relief requested stating precisely the action that the petitioner wants EPGMD to take with respect to the final determination.
- (g) All pleadings or other documents filed in the proceeding must be signed by a party, the party's attorney, or the party's qualified representative. The signature of a party, the party's attorney or a party's qualified representative constitutes a certificate that he or she has read the pleading or other document and that to the best of his or her knowledge, information, and belief formed after reasonable inquiry, it is not brought for any improper purposes, such as to harass or to cause unnecessary delay or for frivolous purpose or needless increase in the cost of litigation. If a pleading or other document is signed in violation of these requirements, the hearing examiner, upon motion or his or her own initiative, shall dismiss the matter.
- (h) A petitioner or intervenor may request an emergency hearing to stay all activities or work conducted pursuant to the challenged license or approval. Such petitioner or intervenor has the burden of proof to show by a preponderance of the evidence that the continued activities would cause substantial pollution or degradation to the environment. An emergency hearing shall be scheduled by EPGMD and be held within five (5) days of said request or as soon thereafter as possible subject to the availability of the hearing examiner. The petitioner or intervenor shall comply with the notice provisions of section 27-14(j)(2)a. and c. and section 27-14(j)(3) and (4) of this chapter.
- (i) The petition for review will not stay environmental protection activities required for the remediation or mitigation of a site or facility, the protection of the environment or the health, safety and welfare of the citizens of Broward County, or the prevention of further environmental degradation. The person responsible for these activities must take all necessary steps to prevent environmental degradation and must conduct the remediation or mitigation activities required by this chapter. The director may allow these activities to be delayed until after the hearing examiner's decision by certifying to

the hearing examiner that, by reason of facts stated in the certificate, a delay in the initiation or completion of these activities would not cause substantial environmental degradation or peril to life or property. The delay for conducting these activities may be subject to appropriate terms to ensure protection of the environment. The person responsible for these activities shall be responsible for any environmental damage or any violation of this chapter caused by the delay.

(j) Notice and Scheduling Requirements:

- (1) The hearing on the review shall be scheduled within a reasonable time. It shall be the responsibility of the petitioner to request through EPGMD that the hearing date be scheduled. It shall also be the responsibility of the petitioner to give notice in accordance with this section at least ten (10) days prior to the hearing.
 - (2) The petitioner shall give notice of the hearing by:
 - a. Giving personal notice to all proper parties; and
 - b. Publishing notice on two (2) days in a newspaper of general circulation in the county; and
 - c. Posting notice at a location determined by the Broward County Administrator's Office.
 - (3) The petitioner shall bear the cost of giving notice.
 - (4) The notice shall contain, at a minimum:
 - a. A description and location of the facility or the activity to be conducted by the petitioner; and
 - b. The time and place of the hearing.
- (k) The petitioner shall bear the cost of accurately and completely preserving all testimony and providing full or partial transcripts to all parties.
- (l) The hearing shall be a quasi-judicial hearing.
- (1) The applicant/petitioner requesting the administrative review, any intervenor/petitioner and EPGMD shall have an opportunity to respond to and to present witnesses, other evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of facts and orders, and to be represented by counsel. Members of the general public who are not intervenors as set forth in Section 27-14 of this chapter are not parties to the proceeding.
 - (2) When appropriate, the general public may be given an opportunity to present oral or written communications. If the hearing examiner proposes to consider such material, then all parties shall be given an opportunity to cross-examine, challenge or rebut it.
- (m) Denial, protest of, revocation, or suspension of a license, environmental review approval, or any other approval:
- (1) In regard to denial or protest of approval of a license and any other review of an administrative decision, notwithstanding (2) below, the petitioner shall have the burden of showing, by a preponderance of the evidence, that the determination of the director was an arbitrary and/or capricious abuse of discretion, not supported by competent, substantial evidence or not in conformance with the

essential requirements of this chapter. The hearing examiner shall not substitute his or her judgment for that of EPGMD on an issue of discretion even though the hearing examiner may have reached a different conclusion based on the same facts.

- (2) In an action to revoke or suspend a valid license or approval, the burden shall be upon EPGMD to prove, by a preponderance of the evidence in an administrative hearing, the grounds for revocation or suspension. The license holder or approval recipient shall be provided notice of the hearing and a copy of the petition stating the grounds for revocation or suspension as provided in section 27-63 of this chapter. The petition shall state with specificity the acts complained of in order to allow the license holder or approval recipient an opportunity to prepare a defense. The hearing shall be conducted in accordance with the provisions of Section 27-37 of this chapter.
- (n) Findings of fact shall be based exclusively on the evidence of record and on matters officially recognized.
- (o) If the hearing examiner finds that the director or his or her designee has erroneously interpreted a provision and that a correct interpretation compels a particular action, he or she shall remand the case to the director or his or her designee for further action under a correct interpretation of the provision.
- (p) The hearing examiner shall complete and submit to the director and all parties a final order consisting of his or her findings of fact and conclusions of law.
- (q) A party to the hearing may obtain appellate review of the final order as provided by section 27-42 of this chapter.
- (r) A petitioner or intervenor shall pay a filing fee at the time the application for review is filed. The amount of the filing fee shall be set by resolution of the Board.

(Ord. No. 2003-34, § 1, 9-23-03; Ord. No. 2005-08, § 2.03, 4-26-05)
Secs. 27-15--27-19. Reserved.



Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308

Town placed a lien on 6/24 for 203,000. This was my only notice

Sent To:

Whittier Towers Apts. Assoc. Inc. c/o
Kathy Galullo, President

1439 S Ocean Blvd #118
Lauderdale By The Sea, FL 33062

Property Owner:

WHITTIER TOWERS
APARTMENTS ASSOCIATION, INC.

4800 N. STATE ROAD 7 #105
FORT LAUDERDALE, FL 33319

Legal Description:

WHITTIER TOWERS APARTMENTS ASSOCIATION, A COOPERATIVE APARTMENT BUILDING LOCATED ON AND SITUATE UPON THE FOLLOWING DESCRIBED PROPERTY: A PARCEL OF LAND IN GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BOUNDED AS FOLLOWS: ON THE NORTH, BY A LINE PARALLEL TO, AND 1750 FEET SOUTHERLY FROM THE NORTH LINE MEASURED EAST AND WEST LINE OF SAID SOUTH, BY A 100 FEET SOUTH MEASURED NORTH BOUNDARY. HEREBY DESCRIBED THE WEST LINE OF SAID RIGHT-OF-WAY NO. A-1-A; SAID AND BEING IN FLORIDA.

7021 1970 0001 4468 3113

U.S. Postal Service
CERTIFIED MAIL RECEIPT
Domestic Mail Only

delivery

OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$ 2111.00026W
Total Postage and Fees \$

Sent To: Whittier Towers Apt Assoc. c/o Kathy Galullo
Street and Apt. No., or PO Box No. 1439 S Ocean Blvd #118
City, State, ZIP+4® Lauderdale by the sea FL 33062

Postmark
Here

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Whittier Towers Apt Assoc. c/o
Kathy Galullo, President
1439 S Ocean Blvd #118
Lauderdale by the sea FL 33062

2111.00026W



9590 9402 5005 9063 5750 10

2. Article Number (Transfer from service label)

7021 1970 0001 4468 3113

A. Signature *Kathy Galullo* ☐ Agent ☒ Addressee
B. Received by (Printed Name) Kathy Galullo
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

cc: The Pal
c/o Jer

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

Whittier Towers Apts. Assoc. Inc. c/o 1439 S Ocean Blvd #118 Lauderdale By The Sea FL 33062
Kathy Galullo, President

Whittier Towers Apts. Assoc. Inc. c/o 1200 Park Central Blvd South Pompano Beach FL 33064
Kaye Bender Rembaum

Whittier Towers Apts. Assoc. Inc. c/o 2850 N Andrews Ave Ft Lauderdale FL 33311
Seiler, John P.



**Town of Lauderdale-By-The-Sea
4501 Ocean Drive
Lauderdale-By-The-Sea, Florida 33308**

**OFFICE OF THE SPECIAL MAGISTRATE
4501 OCEAN DRIVE
TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA 33308**

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA

Petitioner,

vs.

**WHITTIER TOWERS APARTMENTS
ASSOCIATION, INC.**

Respondent(s)

Case #:

21110002

ORDER OF IMPOSITION OF FINE AND CLAIM OF LIEN

**TO: Whittier Towers Apts. Assoc. Inc. c/o Kathy
Galullo, President**

The Town of Lauderdale-By-The-Sea Special Magistrate, having reviewed evidence and sworn testimony by Affidavit, enters the following Findings of Fact:

1. That the Town of Lauderdale-By-The-Sea Special Magistrate did issue on 1/27/2022, a Final Order in the above captioned case commanding the Respondent(s) to bring the violation(s) specified in said Final Order into compliance or be subject to a fine in the amounts shown below commencing on dates shown below plus an additional fine to cover costs incurred by the City in the amount of \$100.00.

Ordinance/Regulation	Section	Description	Order Date to Comply by	Date Complied	Daily Fine
Florida Building Code ...	FBC BCA Section 105.1. Work Without Permits.	Permits. Required: Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove or demolish any building, structure, or any part thereof; or any equipment, device or facility therein or thereon, or to erect, install, e...	3/23/2022		\$250.00

Notes:

At the June 23, 2022 Special Magistrate Hearing the Magistrate ordered a certification of the lien along with the unpaid Hearing Cost and an additional Hearing Cost of \$200.

2. That said violation occurred on the following described real property situate, lying and being in Broward County, Florida, to-wit:

FOLIO #: 494306NN0000

LEGAL DESCRIPTION:

WHITTIER TOWERS APARTMENTS ASSOCIATION, A COOPERATIVE APARTMENT BUILDING LOCATED ON AND SITUATE UPON THE FOLLOWING DESCRIBED PROPERTY: A PARCEL OF LAND IN GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BOUNDED AS FOLLOWS: ON THE NORTH, BY A LINE PARALLEL TO, AND 1750 FEET SOUTHERLY FROM THE NORTH LINE OF GOVERNMENT LOT 9, MEASURED AT RIGHT ANGLES TO, THE EAST AND WEST QUARTER SECTION LINE OF SAID SECTION 6; ON THE SOUTH, BY A LINE PARALLEL TO, AND 100 FEET SOUTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE NORTH BOUNDARY OF THE PARCEL HEREBY DESCRIBED; ON THE WEST, BY THE WEST LINE OF GOVERNMENT LOT 9; AND ON THE EAST, BY THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A-1-A; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

STREET ADDRESS: 1439 S OCEAN BLVD, LAUDERDALE BY THE SEA, FL 33062

3. That the Respondent(s) did not comply with the Final Order on or before the date specified therein.

Upon complying with this Final Order, the Respondent(s) **SHALL NOTIFY Wienbarg, G**, the Code Compliance Inspector, who shall have the property inspected and notify the Special Magistrate Clerk if compliance has occurred.

4. A fine in the amounts shown above commencing on dates shown above is hereby confirmed and imposed. This fine shall continue to accrue until such time as the property is brought into compliance at which time the Respondent shall notify the Code Compliance Inspector. **Additionally, a fine of \$200.00 to cover costs incurred in the prosecution of this matter is confirmed and imposed.**

5. The fine and costs shall constitute a lien against the above-described real property pursuant to Chapter 162, Florida Statutes and Chapter 6.5 of the Town of Lauderdale-By-The-Sea Code of Ordinances, as currently enacted or as may be amended from time to time, and **such lien shall be co-equal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles and claims regardless of when created or recorded.** The Special Magistrate Clerk is directed to record a true copy of this Order in the Public Records of Broward County, Florida. Any such lien which accrues more than (90) days after the date it is recorded and which remains unpaid, may be referred to a collection agency which shall result in the imposition of additional collection fees.

You may request, in writing, a hearing before the Special Magistrate to contest the finding of non-compliance and imposition of fines. Said hearing shall be limited to consideration of whether the violation(s) was/were timely complied. A written request for a hearing MUST BE MADE TO THE OFFICE OF THE SPECIAL MAGISTRATE AND RECEIVED WITHIN TWENTY (20) DAYS OF THE DATE OF THIS NOTICE. You will be notified of a hearing date and time. If no timely request is received, this Order Imposing Fine and Claim of Lien entered by the Special Magistrate will be recorded in the Public Records of Broward County, constituting a lien on the subject real property.

Respondents may appeal a final administrative order of the Special Magistrate for the Town of Lauderdale-By-The-Sea to the Circuit Court. An appeal must be filed within thirty (30) days of the execution of the Order to be appealed.



Case Overview

→ demonstrates
WTA NEVER stopped
trying to resolve.
Any attempt to
contact
Linda was
ignored

Property/Incident Information

Owner

WHITTIER TOWERS
APARTMENTS
ASSOCIATION, INC.

Address

4800 N. STATE ROAD 7,
#105 FORT LAUDERDALE,
FL 33319

Site Address

1439 S OCEAN BLVD, LAUDERDALE BY
THE SEA, FL 33062

Legal Description

WHITTIER TOWERS APTS ASSOC INC CO-OP UNIT 101

Description

21110002 New piling dock, new floating dock, concrete seawall restoration

removed capped

Case Status

Closed

Case # 21110002

Notes

FBC 105.1 - Work done without a Permit from the Town.

As per Assistant Building Official: Dock and seawall work done without a permit.

Corrective Action required: Please obtain an after-the-fact permit for all work including but not limited to the piling dock, the floating dock and the concrete restoration work on the seawall that was done without an approved permit. Please comply with any stipulations of the permit(s), obtain all required inspections, and ensure that the permit(s) is Closed.

For assistance with permitting or questions about the violation, you may contact the Building Department at 954-640-4215 or building@lbts-fl.gov.

If you have any questions or concerns, please contact code inspector Greg Wienburg at 954-531-5596, or via email gregw@lauderdalebythesea-fl.gov

Documents Issued

Date Issue

Document Type

11/3/2021

Complaint

11/3/2021

Notice of Violation

11/3/2021

Notice of Hearing

1/14/2022

Affidavit of Service

1/26/2022

Affidavit of Non-Compliance

2/4/2022

Final Order

2/5/2022

Notice of Hearing

3/23/2022

Affidavit of Non-Compliance

3/25/2022

Notice of Hearing

4/28/2022

Affidavit of Non-Compliance

5/3/2022

Notice of Hearing

5/26/2022

Affidavit of Non-Compliance

5/28/2022

Notice of Hearing

6/23/2022

Affidavit of Non-Compliance

6/29/2022

Order of Imposition/Liens

7/15/2022

Notice of Hearing

7/20/2022

Affidavit of Non-Compliance

Case Overview

8/1/2022	Notice of Hearing
8/24/2022	Affidavit of Non-Compliance
8/30/2022	Notice of Hearing
10/28/2022	Notice of Hearing
12/17/2022	Affidavit of Non-Compliance
1/26/2023	Affidavit of Non-Compliance
1/26/2023	Presentation Sheet
6/3/2024	Presentation Sheet
6/12/2024	Affidavit of Compliance

Violations

Ordinance/Regulation	Section	Description	Date Complied
Florida Building Code	FBC BCA Section 105.1. Work Without Permits.	Permits. Required: Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove or demolish any building, structure, or any part thereof; or any equipment, device or facility therein or thereon, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this Code, or to cause any such work to be done; or to change the Occupancy of a building or structure from one use Group to another requiring greater strength, means of egress, fire and sanitary provisions; or to change to an unauthorized or prohibited use; or to install or alter any equipment for which provision is made or the installation of which is regulated by this Code; shall first make application to the Building Official and/or Fire Code Official as indicated in the FFPC or a duly authorized representative and obtain the required permits. A permit shall be deemed...	6/12/2024

Fines

<u>Fine Type</u>	<u>Section</u>	<u>Fine Type</u>	<u>Date Complied</u>	<u>Total Fine</u>
Individual Violation	FBC BCA Section 105.1. Work Without Permits.	Individual Violation	6/12/2024	\$203,000.00
Admin Fixed		Admin Fixed		\$100.00
Admin Fixed		Admin Fixed		\$200.00
Total Fines				\$203,300.00

Payments

<u>Date</u>	<u>Payment Type Name</u>	<u>Amount</u>
	Total Payments	\$0.00
	Fees Outstanding	\$203,300.00

DONE AND ORDERED this

June 29, 2022

ATTEST:

OFFICE OF THE SPECIAL MAGISTRATE

TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA

[Signature]

SPECIAL MAGISTRATE CLERK

[Signature]

Tom Ansbro

SPECIAL MAGISTRATE

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 29 day of June, 2022 by Megan Small and
Tom Ansbro, respectively, of the Town of Lauderdale-By-The-Sea, who are personally
known to me and who did not take an oath.

My Commission Expires:



[Signature]
NOTARY PUBLIC, State of Florida at Large

Jhanelle Campbell

Print, type or stamp name of Notary

GG 287860

Commission Number, if any

Note: Mail your payment to the above address made payable to The Town of Lauderdale-By-The-Sea.

2850 N Andrews Ave Ft Lauderdale, FL33311

*Lien placed almost immediately
Documents and permit from
Broward ignored*

The Town of Lauderdale-By-The-Sea Special Magistrate, having reviewed evidence and sworn testimony by Affidavit, enters the following Findings of Fact:

1. That the Town of Lauderdale-By-The-Sea Special Magistrate did issue on 1/27/2022, a Final Order in the above captioned case commanding the Respondent(s) to bring the violation(s) specified in said Final Order into compliance or be subject to a fine in the amounts shown below commencing on dates shown below plus an additional fine to cover costs incurred by the City in the amount of \$100.00.

Ordinance/Regulation	Section	Description	Order Date to Comply by	Date Complied	Daily Fine
Florida Building Code ...	FBC BCA Section 105.1. Work Without Permits.	Permits. Required: Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, remove or demolish any building, structure, or any part thereof; or any equipment, device or facility therein or thereon, or to erect, install, e...	3/23/2022		\$250.00

Notes:

At the June 23, 2022 Special Magistrate Hearing the Magistrate ordered a certification of the lien along with the unpaid Hearing Cost and an additional Hearing Cost of \$200.

2. That said violation occurred on the following described real property situate, lying and being in Broward County, Florida, to-wit:

FOLIO #: 494306NN0000

LEGAL DESCRIPTION:

WHITTIER TOWERS APARTMENTS ASSOCIATION, A COOPERATIVE APARTMENT BUILDING LOCATED ON AND SITUATE UPON THE FOLLOWING DESCRIBED PROPERTY: A PARCEL OF LAND IN GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 49 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BOUNDED AS FOLLOWS: ON THE NORTH, BY A LINE PARALLEL TO, AND 1750 FEET SOUTHERLY FROM THE NORTH LINE OF GOVERNMENT LOT 9, MEASURED AT RIGHT ANGLES TO, THE EAST AND WEST QUARTER SECTION LINE OF SAID SECTION 6; ON THE SOUTH, BY A LINE PARALLEL TO, AND 100 FEET SOUTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE NORTH BOUNDARY OF THE PARCEL HEREBY DESCRIBED; ON THE WEST, BY THE WEST LINE OF GOVERNMENT LOT 9; AND ON THE EAST, BY THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. A-1-A; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

STREET ADDRESS: 1439 S OCEAN BLVD, LAUDERDALE BY THE SEA, FL 33062

3. That the Respondent(s) did not comply with the Final Order on or before the date specified therein.

Upon complying with this Final Order, the Respondent(s) **SHALL NOTIFY Wienbarg, G**, the Code Compliance Inspector, who shall have the property inspected and notify the Special Magistrate Clerk if compliance has occurred.

4. A fine in the amounts shown above commencing on dates shown above is hereby confirmed and imposed. This fine shall continue to accrue until such time as the property is brought into compliance at which time the Respondent shall notify the Code Compliance Inspector. **Additionally, a fine of \$200.00 to cover costs incurred in the prosecution of this matter is confirmed and imposed.**

5. The fine and costs shall constitute a lien against the above-described real property pursuant to Chapter 162, Florida Statutes and Chapter 6.5 of the Town of Lauderdale-By-The-Sea Code of Ordinances, as currently enacted or as may be amended from time to time, and **such lien shall be co-equal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles and claims regardless of when created or recorded.** The Special Magistrate Clerk is directed to record a true copy of this Order in the Public Records of Broward County, Florida. Any such lien which accrues more than (90) days after the date it is recorded and which remains unpaid, may be referred to a collection agency which shall result in the imposition of additional collection fees.

You may request, in writing, a hearing before the Special Magistrate to contest the finding of non-compliance and imposition of fines. Said hearing shall be limited to consideration of whether the violation(s) was/were timely complied. A written request for a hearing MUST BE MADE TO THE OFFICE OF THE SPECIAL MAGISTRATE AND RECEIVED WITHIN TWENTY (20) DAYS OF THE DATE OF THIS NOTICE. You will be notified of a hearing date and time. If no timely request is received, this Order Imposing Fine and Claim of Lien entered by the Special Magistrate will be recorded in the Public Records of Broward County, constituting a lien on the subject real property.

Respondents may appeal a final administrative order of the Special Magistrate for the Town of Lauderdale-By-The-Sea to the Circuit Court. An appeal must be filed within thirty (30) days of the execution of the Order to be appealed.

DONE AND ORDERED this June 29, 2022

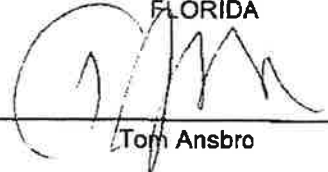
ATTEST:

OFFICE OF THE SPECIAL MAGISTRATE

TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA



SPECIAL MAGISTRATE CLERK

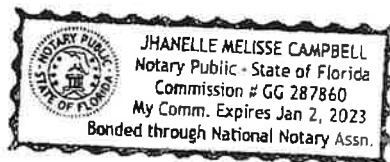

Tom Ansbro

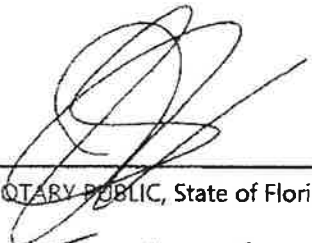
SPECIAL MAGISTRATE

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 29 day of June, 2022 by Megan Small and
Tom Ansbro, respectively, of the Town of Lauderdale-By-The-Sea, who are personally
known to me and who did not take an oath.

My Commission Expires:




NOTARY PUBLIC, State of Florida at Large

Jhanelle Campbell
Print, type or stamp name of Notary

GG 287860
Commission Number, if any

Note: Mail your payment to the above address made payable to The Town of Lauderdale-By-The-Sea.

M

The seawall does not appear to be in a poor condition, although it does seem to have shifted over time. And due to the close proximity of the seawall to the building, it is recommended that sheet piles be used to provide improved stabilization.



This was
done in
Nov-21
Additional
drainage was
added due
to water
breach



The piling for the dock are in disrepair. These pilings cannot be repaired due to their condition and the dock will need to be replaced in order to set new pilings.



20



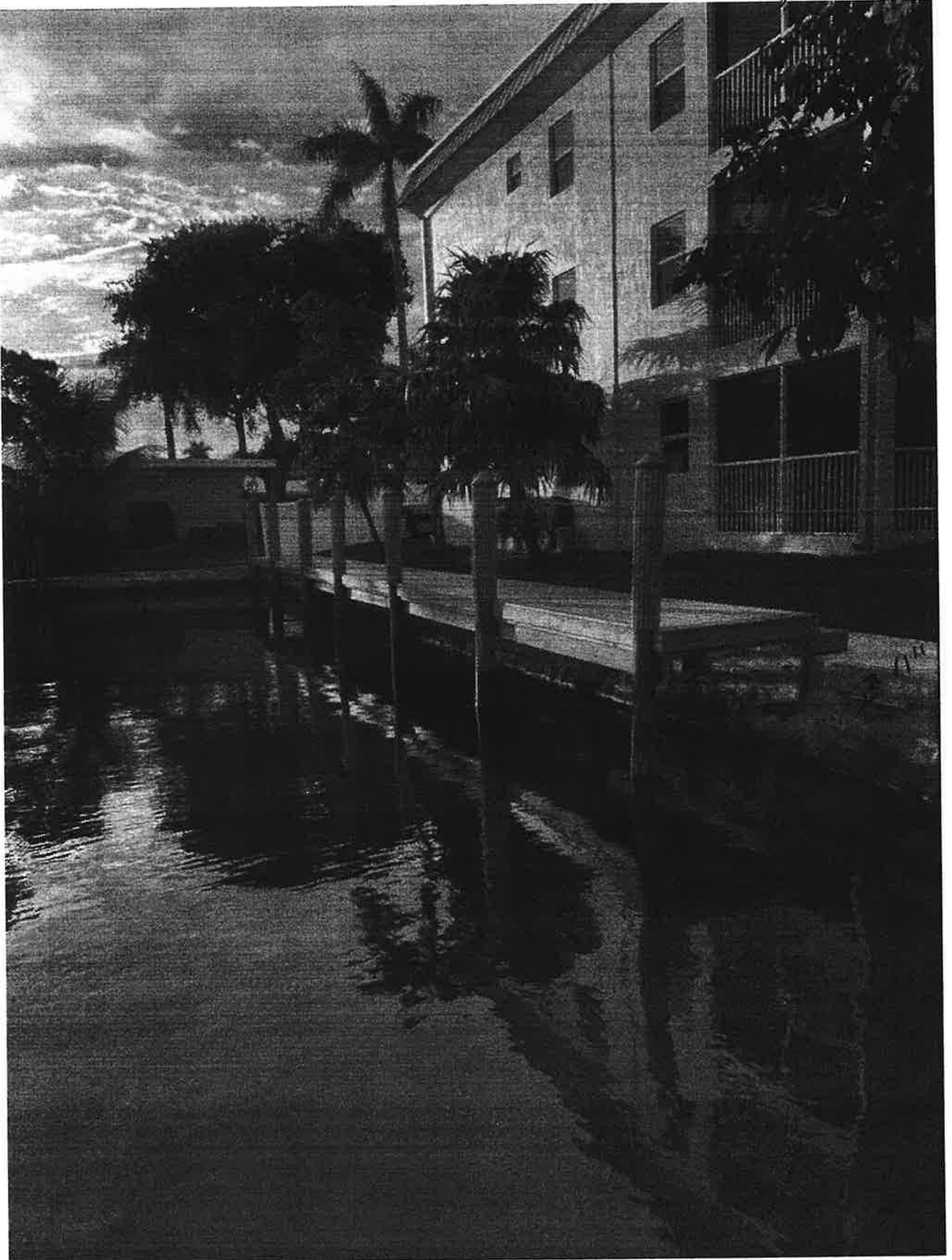
The piling for the dock are in disrepair. These pilings cannot be repaired due to their condition and the dock will need to be replaced in order to set new pilings.



20

3/25/25, 7:53 PM

New docn - Capped seawall - work pieces
(No new emails) - kgalullo@aol.com - AOL Mail steel plates



Sent from the all new AOL app for Android

On Wed, Feb 9, 2022 at 1:38 PM, Building Official
<buildingofficial@bts-fl.gov> wrote:

<https://mail.aol.com/d/search/name=Matthew%2520Nolan&emailAddresses=matthew%2540hillmanengineering.com&listFilter=ALL/messages/ABW6Y...> 2/4

3/25/25, 7:29 PM

(No new emails) - kgalullo@aol.com - AOL Mail

N

Director Campbell:

It goes without saying that the occupants of the Whittier Towers Apartment are frustrated over the inability to use the dock because we have not been successful working out a resolution. The High Season is rapidly drawing to a close and still there has been no meaningful action from your office.

You assured me when we met in your office on January 25, 2024 that you were not there to obstruct this process and that you would be our partner in finding an amicable resolution to the matters that have now been lingering since before COVID-19.

We must have LBTS' response and a meeting with the Building Official, Mr. Mansor, without further delay. Additionally, you must schedule this matter on the Town Commission's next agenda so that the Board and the residents affected may bring their concerns to the Commission's attention and petition their government for redress. Anything you can do to expedite this process will be sincerely appreciated.

Best regards,

*Stone walked
for months to resolve*

Ryan E. Willits

Willits & Associates, P.A.

2325 N. Ocean Blvd.

Second Floor

Boca Raton, FL 33431-7808

(561) 353-2400 - telephone

(561) 353-2401 - facsimile

Additional title record
etc. Confirming all that
was previously submitted.

WILLITS & Associates, P.A.

2325 N. Ocean Blvd.
Second Floor
Boca Raton, FL 33431

Palm Beach: 561.353.2400
Toll Free: 866.834.5505
Facsimile: 561.353.2401
Email: ryan@floridadirtlawyers.com

February 15, 2024

VIA FEDERAL EXPRESS
7752 0165 5540

Jhanelle Campbell, Director of
Development Services
Town of Lauderdale-by-the-Sea
4501 N. Ocean Drive
Lauderdale-by-the-Sea, FL 33308

RE: Whittier Towers Apartments Association, Inc.
Opinion of Title

Dear Director Campbell:

Following our meeting in your office on January 25, 2024, as well as our telephone call and several emails on January 30, 2024, please allow this communication to serve as the opinion of title requested by the Town of Lauderdale by the Sea ("LBTS") attorney. This Opinion of Title is furnished at the request of LBTS, with the understanding that that it is being submitted as an inducement to settle an ongoing dispute between Whittier Towers Apartments ("WTA") and LBTS respecting building permit issues arising from and relating to the construction and maintenance of the seawall and dock upon the WTA Property (defined below).

Undersigned counsel represents WTA. Undersigned counsel has been admitted to practice in Florida since 1991 and has at all times material been a member in good standing. The undersigned attorney has examined the Public Records of Broward County, Florida and states that the fee simple absolute title to the following described real property:

A PARCEL OF LAND IN GOVERNMENT LOT 9, SECTION 6, TOWNSHIP 49
SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BOUNDED AS
FOLLOWS:

ON THE NORTH BY THE LINE PARALLEL TO, AND 1,750 FEET SOUTHERLY
FROM, MEASURED AT RIGHT ANGLES TO, THE EAST AND WEST QUARTER
SECTION LINE OF SAID SECTION 6; ON THE SOUTH, BY A LINE PARALLEL TO,
AND 100 FEET SOUTHERLY FROM, MEASURED AT RIGHT ANGLES TO, THE
NORTH BOUNDARY OF THE PARCEL HEREBY DESCRIBED; ON THE WEST, BY
THE WEST LINE OF SAID GOVERNMENT LOT 9; AND ON THE EAST, BY THE

WESTERLY RIGHT OF WAY LINE OF STATE ROAD A1A, SAID LANDS SITUATE,
LYING AND BEING IN BROWARD COUNTY, FLORIDA

(hereafter the “WTA Property”)

is vested in BOJAC, LLC, by virtue of that certain Warranty Deed dated February 6, 2023, and recorded in Official Records Book 39118 at, Page 1996¹. BOJAC, LLC is a closely held, family owned, limited liability company managed by Jack McCulloch as Trustee of the Robert L. McCulloch Living Trust, under agreement dated February 6, 1987. Jack McCulloch is the son of the late George McCulloch and the brother of Robert L. McCulloch.

WTA’s legal right to the use and occupancy of the WTA Property is deraigned as follows:

1. Alton W. Lick acquired title to the WTA Property by virtue of that certain Deed, dated August 7, 1956, and recorded in Official Records Book 700, at Page 219.
2. Alton W. Lick and Hilda F. Lick, husband and wife (collectively the “Prime Lessors”), leased the WTA Property to Weir Realty Company, as lessee, for a period of ninety-nine (99) years by virtue of that certain Lease, dated January 1, 1959, which was recorded in Official Records Book 1982, at Page 374 (the “Prime Lease”).
3. Weir Realty Company, as lessee under the Prime Lease, assigned all of its right, title and interest thereunder to Palm Ocean Villa, Inc., by virtue of that certain Assignment of Lease, dated September 30, 1963, and recorded in Official Records Book 2674, at Page 654, as modified by that certain Corrective Assignment of Lease between Weir Realty Company and Palm Ocean Villas, Inc., dated September 30, 1963, however not executed until February 26, 1966, and recorded in Official Records Book 3187, at Page 571.
4. Palm Ocean Villas, Inc. as assignee of Weir Realty Company under the Prime Lease, assigned all of its right, title and interest thereunder to McCulloch Investments, Inc., by virtue of that certain Assignment of Lease, dated March 12, 1965, and recorded in Official Records Book 2988, at Page 523, as amended in that certain Addendum to Assignment of Lease and Creation of Easement, dated March 12, 1965, recorded in Official records Book 2988, at Page 530.
5. McCulloch Investments, Inc. subleased all of its right title and interest in the WTA Property under the Prime Lease to George L. McCulloch by virtue of that certain Sub-Lease, dated February 15, 1966, recorded in official records Book 3187, at Page 575.

¹ Unless otherwise indicated, all recording references shall refer to the Public records of Broward County, Florida.

6. George L. McCulloch sub-subleased all of his right, title and interest in and to the WTA Property under the sublease of the Prime Lease to National Structures, Inc. by virtue of that certain Sub-lease dated March 4, 1966, recorded in Official Records Book 3187, at Page 578.
7. National Structures, Inc. assigned all of its right, title and interest in and to the WTA Property to McCulloch Investments, Inc. by virtue of that certain Assignment of Sub-Lease, dated April 4, 1966 recorded in Official Records Book 3211, at Page 641.
8. McCulloch Investment, Inc. gave that certain Partial Release and Assignment of Sub-Lease in favor of National Structures, Inc., of its right, title and interest in and to Apartment Numbers 101-102, 104-112, 114-118, 201-212, 214-218, 301-312, and 314-314, situated upon the WTA Property, in that certain instrument dated April 4, 1966, recorded in Official Records Book 3344, Page 889 (the "Partial Release and Assignment"), as reformed in that certain Judgment, dated May 13, 1980, recorded in Official Records Book 8910, at Page 615.
9. National Structures, Inc. sub-sub-sub-subleased all of its right, title and interest in and to Apartment Numbers 101-102, 104-112, 114-118, 201-212, 214-218, 301-312, and 314-314 to Whittier Towers Apartments, Inc. in that certain Sub-Lease dated December 9, 1966, recorded in Official Records Book 3344, at Page 892 (the "Ground Lease"), as reformed in that certain Judgment, dated May 13, 1980, recorded in Official Records Book 8910, at Page 615.
10. McCulloch Investments, Inc. subsequently quit claimed all of its right, title and interest in Leases and Miscellaneous Instruments, Rents and Profits Thereof, and Corporate Residual Interests, Real, Personal or Mixed in that certain instrument in favor of George L. McCulloch, dated July 23, 1971, recorded in Official Records Book 4560, at Page 403.
11. The fee simple title to the WTA Property passed to Patricia Lick Sieck, the daughter of Hilda F. Lick, and the sole devisee of the fee simple interest in and to the WTA Property, by virtue of the probate proceedings for the Estate of Hilda Lick, deceased, under Case No. 74-534, in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida.
12. Patricia Lick Sieck's interest in the fee simple interest in and to the WTA Property passed, through her probate estate, to her son Charles Lick Sieck, pursuant to the probate proceedings recorded in Official Records Book 39118, at Page 1964.
13. Charles Lick Sieck conveyed the fee simple interest in and to the WTA Property to BOJAC, LLC, a Florida limited liability company, pursuant to that certain Warranty Deed, dated February 6, 2005, recorded in Official Records Book 39118 at, Page 1996.

WILLITS & ASSOCIATES, P.A.
2325 N. Ocean Blvd., Second Floor
Boca Raton, FL 33431

Letter to Jhanelle Campbell, Director of
Development Services
February 15, 2024
Page | 4

14. BOJAC, LLC, as successor to all right, title and interest held or claimed by National Structures, Inc. by virtue of the instruments referenced in Items 7, 8, 9, 10 and 13 above, amended the National Structures sub-sub-sub-sublease with WTA by virtue of that certain Amendment to Sublease, dated November 16, 2023, and recorded under instrument number 11924669 in the Public Records.

True and correct copies of the recorded instruments referenced above are enclosed for your ready reference. A true and correct full sized copy of the boundary survey of the WTA Property, prepared by Hans Wilkie, P.L.S., of Apogee Services, Inc., under seal dated February 15, 2023, was annexed to our letter to you dated December 8, 2023, and a letter sized copy is also included here as **Exhibit A** and made a part hereof for all purposes (the "WTA Survey").

The WTA Property, among others, is entitled to the use and enjoyment of the private, canal (the "Canal") dredged from the real property described as:

A 30 foot easement lying in the Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼) of Section 6, Township 49 South, Range 43 East, Broward County, Florida, and being 15 feet wide on each side of the centerline described as follows:

COMMENCING at the Southeast corner of the said Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼) of Section 6; thence North 0° 34' 33" West along the East line of the said the Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼) a distance of 50 feet to the Point of Beginning oof centerline herein described; thence South 89° 01' 27" West parallel to the South Line of the said Southwest one-quarter (SW ¼) of the Southeast one-quarter (SE ¼), a distance of 160.67 feet to a point 15 North of the said South line of the Southeast one-quarter (SE ¼); thence South 89° 01' 27" West parallel to the said South line a distance of 15.53 feet to a point on the East Right-of -Way line of the Intracoastal Waterway and the Point of Termination of said centerline

and

The West 100 feet of the East one-half (E1/2) of the Southeast one-quarter (SE 1/4) of Section 6, Township 40 South, Rage 43 East, Broward County, Florida, less the north 1850 feet and the South 35 feet thereof

in that certain Agreement, dated March 1, 1960, and recorded in Official Record Book 2013, at Page 823, between Alton W. Lick and Hilda F. Lick, his wife, James T. Fulghum and Elizabeth H. Fulghum, his wife, Weir Realty Company, a Florida corporation, The Palm Club, Inc., a Florida corporation; South-Beach Development Company, a Florida corporation, and Broward National Bank of Fort Lauderdale, as Executor of the Estate of M.A. Hortt, deceased, the parties thereto being all of the owners or lessees of the real property underlying the Canal (the "Canal Easement").

WILLITS & ASSOCIATES, P.A.
2325 N. Ocean Blvd., Second Floor
Boca Raton, FL 33431

The Canal Easement expressly provides that each of the parties thereto, for themselves and their respective heirs, successors or assigns have granted each to the other, and respective their heirs successors or assigns, the right to use in common with all of the parties thereto, and their respective heirs, successors, or assigns, the above described canals or waterways for the operation of pleasure boats, in perpetuity. Each of the parties, for themselves, and their respective heirs, successors, or assigns, further agreed not to obstruct the above described canals or waterways, nor use same for any purpose except for the operation of pleasure boats, nor in the use of same for such other purpose or in such manner, unreasonably annoy or interfere with the occupancy of the lands adjacent to said canals or waterways. A true and correct copy of the Agreement is also enclosed for your ready reference. The Canal is depicted in the sketch of survey included with this submission. The Canal is depicted in the WTA Survey.

Based upon the foregoing, the undersigned attorney is of the opinion that:

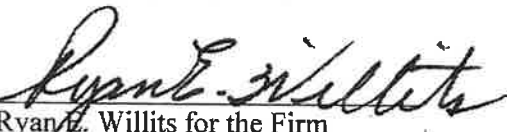
1. BOJAC, LLC, a Florida limited liability company, is the record title holder of the fee simple absolute interest in the WTA Property;
2. BOJAC, LLC is the successor of National Structures, Inc.;
3. BOJAC, LLC is therefore the Lessor of the WTA Property under the National Structures Sublease, as amended;
4. WTA is the Lessee of the WTA Property, under the National Structures Sublease, as amended;
5. WTA as Lessee of the WTA Property holds the riparian upland;
6. WTA, as the holder of the riparian upland, and by operation of the express terms of the Canal Easement, has the right to construct a dock for the purpose of accessing the Canal for the purpose of operating pleasure boats and accessing the Intracoastal Waterway. *Cf. Shore Village property Owners Ass'n, v. State Dept. of Environmental Protection*, 824 So. 2d 208 (Fla. 4th DCA 12002), *citing Tewksbury v. City of Deerfield Beach*, 763 So. 2d 1071 (Fla. 4th DCA 1999), and *BB Inlet Property LLC v. 920 N. Stanley Partners, LLC*, 293 So. 3d 538 (Fla. 4th DCA 2020); and
7. WTA is entitled to the issuance of a building permit by LBTS for a dock to facilitate the use set forth in the Canal Easement and as permitted by the Amended Sublease.

WILLITS & ASSOCIATES, P.A.
2325 N. Ocean Blvd., Second Floor
Boca Raton, FL 33431

Letter to Jhanelle Campbell, Director of
Development Services
February 15, 2024
Page | 6

Also included for your ready reference are copies of the authorities cited in Paragraph 6 of the Opinion on the preceding page. Kindly acknowledge receipt of this Opinion Letter via email at the address indicated above. If additional information is required, please do not hesitate to let us know, in writing, at LBTS' earliest opportunity. Time is of the essence.

WILLITS & ASSOCIATES, P.A.

By: 
Ryan E. Willits for the Firm

REW/mar

cc: Kathy Galullo, President
Whittier Towers Apartments via e-mail

WILLITS & ASSOCIATES, P.A.
2325 N. Ocean Blvd., Second Floor
Boca Raton, FL 33431

DEVELOPMENT SERVICES

(CASH RECEIPTS)

REVENUE SOURCE: 1439 S. Ocean Blvd- Lien Mitigation

DATE	CHECK# or CC	CHECK or CC AMOUNT	CASH	TOTAL AMOUNT RECEIVED	ACCT #	REVENUE	AMOUNT TO POST
						RIGHT OF WAY	
					001-000-000-223-009	ENGINEERING FEES	
					001-302-000-321-110	R.O.W. SIDEWALK CAFÉ	
						ZONING	
					001-302-000-322-250	ZONING PERMIT & FEE	
					001-306-000-369-100	ZONING RESEARCH/LETTER	
					001-000-000-223-002	DEPOSIT / COST RECOVERY	
					001-302-000-322-400	SIGN PERMIT	
						CODE FINES	
4/1/2025	Check #1020	300.00		300.00	001-305-000-354-160	CODE FINES	300.00
						MISC. REVENUE	
4/1/2025	Check #1020	750.00		750.00	001-306-000-369-200	APPLICATION FEES	750.00
					001-306-000-369-100	MISC. REVENUE (Lien Inquiry)	
					310-302-000-313-101	PILOP	
					001.524.000-500.550	OPERATING EXPENSES (Simplifile)	
					001-306.000-369.100	ACE/DIMCO – Copy of Records	
						TOTAL GENERAL FUND 001	
						TOTAL FIRE INSPECTION FEES	
TOTAL CASH AND RECEIPTS						GRAND TOTAL PAYMENT	\$1,050

KATHY GALULLO
COSMO WILLIAMS
 1439 S OCEAN BLVD APT 118
 POMPANO BEACH FL 33062-7320

1020
 51-57/119 CT
 21012

3/31/25 Date

Pay To The Order Of Louderdale by the Sea

One thousand fifty \$ 1,050.00

Dollars

Bank of America

ACH R/T 011900571

For Application L/BTS Kathy Galullo

⑆011900571⑆ 385018983449⑈1020

Harland Clarke

ITEM #V.18***TAKEN OUT OF SEQUENCE**

Case #: 21110002 – Permits Required Violations
Property Owner: Whittier Towers Apartments Association, Inc.
Address/Folio: 1439 S Ocean Blvd
Code Section(s): Florida Building Code FBC BCA Section 105.1. Work Without
Permits. Permits. Required

Code Compliance Inspector Greg Wienbarg testified that the violation was for the unpermitted dock, unpermitted floating dock, and the unpermitted sidewalk that was on top of the seawall cap. He submitted photos to the Special Magistrate and said that the Town was requesting a Final Order with sixty days to comply or \$250/violation/day if not complied plus \$100 Hearing Cost. The Special Magistrate accepted the Town's photos into evidence without objection as Town Composite Exhibit. The representative, Matthew Nolan, said that he represents Hillman Engineering. He gave his own pictures to the Special Magistrate and testified that within days of fixing all the issues that Whittier Towers had, they were surprised to learn about these issues. They asked for a continuance because what they learned was that the land in the finger canal was owned by the two neighbors. The Town was going to help them resolve that but it became too involved. His photos show from 2017 to 2019 a very decayed dock (55 years it was in place). Eventually, the boards were taken away because they did not want people walking on unsafe surfaces. The pilings sat there until we could work out that if we took them out, we could put them back in. The point to this explanation was that they could not solve this in sixty days. No one has ever approved the floating dock, so they could remove that within sixty days. He said that either through adverse possession or some type of agreement with the two bodies on either side it could

be settled about the piles in there. Then Hillman could make the engineering work. Right now they did not have any engineering and sixty days would not do it. What could be there would be equal to what was there for 55 years. He was asking to come back in sixty days for a status report but don't expect compliance in sixty days.

Inspector Wienbarg said that he opened this case November 3, 2021 and it is about 3 months already. The floating dock could have been removed within that time and nothing was permitted, etc. Plus there was no permission garnered from the landowners on either side. The Town was firm on their request for a Final Order with sixty days to comply or get the permissions from the landowners for the permit. The representative, Mr. Nolan from Hillman, said that Staff was correct in what was just said but they did not know either that the land was actually owned by someone else. This was uncovered when trying to get answers about zoning. The association was under the mindset now that if they could not get either by negotiations or legal means, the pilings would have to come out. We had the boards taken out for human safety but did not have the piles taken out. We could not settle this in sixty days and would like a status hearing in sixty days to tell you what we have been able to achieve. Discussion ensued that the floating dock would be gone. Right now the area was safe as shown in the photos which were accepted into evidence by the Special Magistrate as Respondent's Exhibit. Attorney Alan Gabriel spoke on behalf of the Town stating that before there was any decision, please allow the neighbors to speak. He explained that the Town's position was that a Final Order was mandatory with sixty days to come into compliance and a status conference to advise the Town what they did in the sixty days. The Special Magistrate called for public comments.

Attorney Jeremy Shir represented Palm Yacht which was the adjacent community with 99 single-family homes. He said that Whittier Towers built the dock, floating dock, and finger piers without approval or permits. His client paid the property taxes for the land under the canal. Whittier Towers had no permission from Palm Yacht to build the dock, floating dock, and finger piers. They did not own any of the canal or seawall and should not have built a sidewalk on it. He spoke of all the problems Whittier Towers caused by doing this. In doing his research, Attorney Shir learned that Whittier Towers knew about this in March 2021. They agree with the Town ordering a Final Order. Whittier Towers' representative explained his answers to some of the problems brought up by Attorney Shir. Discussion ensued and the Special Magistrate wanted the dock blocked off from the land side and the water side so that no one was using it as the Town could not inspect it for safety. Development Services Director Jhanelle Campbell said that Whittier Towers was aware post the early start letter that they could not continue with constructing the dock.

Mary Mastro pleaded for no additional fines for her and the 49 other units in Whittier Towers. The years of complex renovations were tough and they did not need more to endure. They need someone to listen to them compassionately to solve the problem. She was not a board member nor an officer, so she could not discuss this but she was a resident of the building. The Special Magistrate said that the Town was patient with Whittier Towers over the years of the renovations but this was a separate but related issue. He would go along with what the Town requested for the compliance and the fine but he would reserve in his mind that as long as he has this case, he has the ability to zero out the fine or reduce it if things were moving quickly. Things must move progressively and the docks gone or walled off both waterside and landside so no one could get hurt. The Town did not want to be punitive. He would impose the 60 day compliance, \$250/day/violation fine and \$100 Hearing Cost due immediately but payable within 60 days and remember that everything must be done with safety in mind. The Special Magistrate ordered compliance by March 23, 2022 with everything done with safety in mind or \$250/day/violation fine

and \$100 Hearing Cost due immediately but payable by March 23, 2022 and to return to the March 24, 2022 Special Magistrate Hearing for a Status Conference.

ITEM #V.26***TAKEN OUT OF SEQUENCE**

Case #: 21110002 – Permits Required Violations

Property Owner: Whittier Towers Apartments Association, Inc.

Address/Folio: 1439 S Ocean Blvd

Code Section(s): Florida Building Code FBC BCA Section 105.1. Work Without Permits. Permits. Required

Code Compliance Inspector Greg Wienbarg testified that the Town's position was to let the fines run and give them one more continuance to the April 28, 2022 Hearing to either produce a permit or remove the dock completely. They still need a permit for the concrete overlay/sidewalk over the seawall. He informed the Special Magistrate that there was no movement to remove the dock. Attorney John Seiler said he was just retained. Amongst other things, he has screen shots of when the permit went in and said he met with the County. He was asking for more time and not have fines run when this was being worked out. He felt it was highly prejudicial to have to remove the dock if they were entitled to having it. The inspector said that they removed the dock but put in new pilings and a new dock. Therefore, the dock could not be grandfathered in. Then they attached a floating dock which was now gone. The Special Magistrate said that the lawyer for the other property was adamant about it not being permitted and it was not their property to do this. The Special Magistrate was inclined to let the fines run knowing the fines could be negotiated or mitigated down to zero, if warranted. Inspector Wienbarg said that they pulled up the permit information and it showed an application was received by the Town but not yet in review by the Town. The Special Magistrate ordered continuance to the April 28, 2022 Hearing with the fines running.

Cases were typed in the order they were called. Special Magistrate Clerk Megan Small called into the record items to be continued to the May 26, 2022 Special Magistrate Hearing. Anyone who signed in for these cases were advised they could leave.

CONTINUED TO MAY 26, 2022

Permits

ITEM #V.45

Case #: 21110002 – Permits Required Violations

Property Owner: Whittier Towers Apartments Association, Inc.

Address/Folio: 1439 S Ocean Blvd

Code Section(s): Florida Building Code FBC BCA Section 105.1. Work Without
Permits. Permits. Required

CERTIFICATION OF LIEN

ITEM #V.39

***TAKEN OUT OF SEQUENCE**

Case #: 21110002 – Permits Required Violations

Property Owner: Whittier Towers Apartments Association, Inc.

Address/Folio: 1439 S Ocean Blvd

Code Section(s): Florida Building Code FBC BCA Section 105.1. Work Without
Permits. Permits. Required

Senior Code Compliance Inspector Banyas was presenting this agenda item for the Town. Attorney Lauren Schwarzfeld said she was not the attorney of record. She was the general counsel for Whittier Towers. The attorney of record was John Seiler who was in Chicago. He was not noticed for this hearing and since proper notice was not given to the appropriate attorney, they would like this matter continued. The Special Magistrate said that notice was given to the property owner, not the attorney. Attorney Schwarzfeld said that the property owner did not receive notice either. The Special Magistrate asked the Town about notice and Town Attorney Alan Gabriel said that Attorney Sieler was here for the March meeting when he was first retained by Whittier. Then Attorney Sieler had a conflict with the April Hearing date, so this agenda item was continued. The Special Magistrate asked if the attorney for the adjacent property owner was in attendance tonight but he was not. Special Magistrate Ansbro then wanted to know if anyone

from the public was here for Whittier Towers and the president of the association, Kathy, said she emailed Inspector Wienbarg yesterday because she heard there was a hearing and she did not get notice. Kathy then called Attorney Lauren Schwarzfeld who did not hear about it. She called Attorney Jack Seiler who could not attend because he was in Chicago but he did not get notice.

Senior Code Compliance Inspector Banyas said that notice was sent to the same addresses that the original notice of violation was sent. She read the addresses into the record. She said the lien was not certified yet and the Town has been looking to certify it for a few months. For the record, Ms. Banyas said that they were provided adequate and sufficient notice regarding today's hearing. The Special Magistrate asked Ms. Banyas to get the addresses and emails for the two women who spoke tonight on this agenda item and for Attorney Seiler. He also wanted her to get the address and email for the attorney representing the adjacent property owner who spoke on this matter a few months ago. He wanted them all to get notice, along with the notice sent to the two addresses she read into the record, for the June Hearing via regular US Mail and email so they could attend. He apologized to anyone coming tonight for this case but he was going to continue this agenda item. Doing so would give anyone their chance to speak on this agenda item. It was reminded that fines would still be running and the attorney and the president answered the Special Magistrate that they were aware of that. The Special Magistrate ordered this agenda item continued to the June 23, 2022 Hearing with no hearing costs for today's hearing.

Attorney Alan Gabriel departed the hearing, as he did not have any other cases tonight.

V. CODE CASES

Cases were typed in the order they were called. Special Magistrate Clerk Megan Small called into the record items to be continued to the August 25, 2022 Code Compliance Hearing. People who were in attendance for these cases were advised they could leave.

CONTINUED TO AUGUST 25, 2022

Item #	Case #	Property Address	Property Owner
1	21110002	1439 S Ocean Blvd	Whittier Towers Apartments Association, Inc.
2**	22040017	222 E Commercial Blvd	ACS 218 LLC (see page 2)
3	21090010	230 Lake Ct	SKY007 LLC
5	22040002	4213 El Mar Dr 1-6	Palm Lakes I Associates Inc.
6	22040008	4536 Poinciana St	4536 Home Land Tr Otto, Gary Trstee
7	22040018	4617 El Mar Dr	Dee Jay Enterprises Inc. Greenberg, Marissa C
8	22010001	4620 N Ocean Dr	SHMF Escape LLC
9	22010008	4630 Seagrape Dr	Poli-Firman, Lisa M
31	21120003	2000 S Ocean Blvd	Royal Coast Condo Assn, Inc.
32	22010004	2011 Coral Reef Dr	Esteves, John P
33	22050002	229 E Commercial Blvd	Sabatini Investments LLC

CONTINUED TO OCTOBER 27, 2022

Item #	Case #	3Property Address	Property Owner
2	22010004	2011 Coral Reef Dr	Esteves, John P
3	22030021	269 Lombardy Ave	Labiris, Nancy Renee & Peter
4	22040018	4617 El Mar Dr	Dee Jay Enterprises Inc.
8** (see page 6 and 15)	22060002	1984 Windward Dr	Tyche Holdings (corrected - Complied)
10** (see page 6 and 15)	22040008	4536 Poinciana St	4536 Home Land Tr (corrected - Complied)
12	21110002	1439 S Ocean Blvd	Whittier Towers
15	22020002	262 Commercial Blvd	FPA Holdings LLC
16	21100018	4641 N Ocean Dr 1-8	O'Sean Villa LLC
17	21080006	4324 Seagrape Dr 1-4	Isla Bella LLC
19** (see page 6)	22030016	5000 N Ocean Blvd 207	Jualu Investors LLC (corrected - Extension to October 26 for compliance or \$100/day/violation and return to October 27 Hearing)

OLD BUSINESS**ITEM #V.26*****TAKEN OUT OF SEQUENCE**

Case #: 21110002 – Permits Required Violations
Property Owner: Whittier Towers Apartments Association, Inc.
Address/Folio: 1439 S Ocean Blvd
Code Section(s): Florida Building Code FBC BCA Section 105.1. Work Without Permits. Permits. Required

Senior Code Inspector Banyas testified that the original violation was already certified as a lien but the Town held off on recording as a courtesy to the Whittier Towers Apartments Association and their attorney. The work without permit was for the seawall that was altered with the addition of concrete on top of it, a new dock was installed as well as a floating dock which was later removed. So now there was a dock and alterations to the seawall. The Town requested to forgo any further hearings and to record the lien after this hearing. The Special Magistrate was answered by the inspector that the attorney for the adjacent property was not in attendance. The inspector answered Attorney Seiler, attorney of record for Whittier Towers, that attorney Jeremy Sherer used to represent the Palm Club but now it was Allen Levine. The Palm Club declined to send anyone to represent them today.

Attorney Seiler said there was a meeting with the Town and that he spoke with Mr. Levine who told him that his client was not able to agree to anything on the papers which were sent. That was the property to the west. The properties to the east were Surf Rider and Surfsider. The attorney said that Mr. Sobel was with Surf Rider and said that despite what the documents show that they own the subject area, they did not own it, did not want it or any of its responsibilities or liabilities. They would not respond to any requests to resolve this. Attorney Seiler reminded that this was a private and not public canal they were talking about. He informed that Surf Sider said they were represented by Diversified and would not object to the dock on their side but when Attorney Seiler did the title on the waterway, it appeared that Surf Rider was the owner and would have the rights for negotiation with them and not Surfsider. The Special Magistrate talked about the bottom lands/submerged lands and Mr. Seiler agreed. Attorney Seiler said that Surf Rider put up a fence and did not want access to the water. This put them in limbo. It did not appear that Surfsider had any authority in this matter.

Attorney Seiler said that they would try to take affirmative action and hope that Surf Rider did not oppose it since they refused to take any action. He spoke about an easement for this body of water and a survey was sent by Kathy Galullo on October 7, 2022 to the Town. They might need to update that survey interposing the easement over it because they have an easement to use as waterway for recreational boating. That easement would imply that they have a right to a dock since they have a right to the private waterway under that easement. That easement went back to the sixties. He requested not to record and give them a chance to work it out. Kathy Galullo, board president, was coming back to Florida on Tuesday. Right now, he could not get a response from Surf Rider and has an affirmative response from Surfsider and Palm could not agree to anything until this issue was worked out. The Special Magistrate asked if a quiet title action was possible. Attorney Seiler explained that their seawall was the correct height but was unsure about the other seawalls, so maybe that was why Surf Rider did not want anything to do with this.

Senior Code Inspector Banyas said that the Town recommended a continuance to January 26, 2023 for a Status Conference. Attorney Seiler thanked the Town and said that they have been very good to work with. The Special Magistrate ordered a continuance to the January 26, 2023 Hearing for a Status Conference.

SPECIAL SET**ITEM #V.49*****TAKEN OUT OF SEQUENCE**

Case #: 21110002 – Permits Required Violations

Property Owner: Whittier Towers Apartments Association, Inc.

Address/Folio: 1439 S Ocean Blvd

Code Section(s): Florida Building Code FBC BCA Section 105.1. Work Without
Permits. Permits. Required

Senior Code Inspector Banyas testified that the original violation was already certified as a lien but the Town held off on recording as a courtesy to the Whittier Towers Apartments Association and their attorney. The work without permit was for the seawall that was altered with the addition of a concrete “cap” on top of it, a new dock was installed as well as a floating dock which was later removed. So now there remained a dock and alterations to the seawall. Whittier Towers submitted applications to legalize the unpermitted work and found out they did not have permission from the owners of the land underneath the water and partially underneath the seawall. As the lien was already certified but not recorded, the Town brought this back as a courtesy. They recommended recording the lien and to stop holding courtesy status hearings. The Town requested the Special Magistrate to order that the lien could be recorded and to stop holding courtesy status hearings.

Kathy Galullo, president of the Whittier Towers Association, said they did apply for an after-the-fact permit. She explained the history of this violation and read a letter into the record. The following was a summary. She understood the Town’s position but if there needed to be litigation, that was how it would have to be. The bottom line was that Kathy was going to submit an easement that allowed Whittier Towers to use the canal land and a dock for recreational purposes that was signed by all five of the associated land owners. There was a meeting with Palm Yacht

and Beach Club and because she thought there was progress made, she submitted to them all that she had researched and paid for. Then Whittier Towers' other lawyer spoke with the Palm Yacht lawyer and was told that they have changed their mind. Whittier Towers was told that they were angry over the fact that their construction has taken so long. Kathy testified that they were behind but it was due to COVID. She read a letter into the record from Palm Club's lawyer. The bottom line was that she has an easement which was all that she was supposed to get stamped by all parties. There were plenty of after-the-fact permits done and the vindictiveness toward Whittier Towers has been unconscionable. She wanted Mr. Hillman to talk and she spoke on the record regarding the west side of their building going to collapse due to the water.

Matt Nolan of Hillam Engineering Co. testified that he was involved from the earliest stages. The following was a summary of what he spoke about which was not limited to not being able to take the rotting piles out until they had permission to replace them. He sent this to the Broward County Environmental Department and the Property Appraiser's email. He understood what Inspector Banyas was asking for but needed the Town to understand that they would need time to go through the process to get the County designation on the property appraiser's website. Once that was on there, the tax department would know. Then he thought they would be able to get the Town what they needed. Kathy testified that as far as they were concerned, they had the right to perpetually use the canal and waterway and the land under it. They had a dock there since 1957 and the people from Palm Yacht have a vendetta. Kathy said the problem with the dock has decreased their property values and people could not sell. They could not go on this way and she thanked the Town for their time.

Town Attorney Alan Gabriel had some comments to make based upon what was said tonight but wanted to give time for people to testify now. Rosemary Kuntz testified that she was a member of the Palm Yacht and Beach Club and the following was a summary of what she said. She would like to put into the record her presentation and backup documentation. She read into the record from her notes and explained that this began August 2017 when a courtesy letter was sent to Whittier Towers by Lauderdale-By-The-Sea (LBTS) advising of code violations. May 2018, LBTS issued a Notification of Code Violation. All violations were under Chapter 6 of Building and Building Regulations. There would be a hearing on September 27, 2018. In February 2019, a Whittier Towers' owner wrote that since the land was leased, the land owner and not the tenants should pay for the seawall repair. In December 2019, Bill Vance of LBTS emailed that they were working on the seawall and dock restoration and would touch base with Whittier Towers in January 2020. There was another email in February 2021. On December 4, 2020 the Palm Yacht and Beach Club attorney was contacted by the Whittier Tower Attorney. Broward County Property Appraiser showed the Whittier Tower property ended at the seawall and had no riparian rights to

the seawall. They also showed who owned the seawall and paid the taxes on it. She spoke about the exchange of emails between Whittier Towers and LBTS in January and February and on March 2nd, DS Director Campbell spoke about the boundary survey given by Whittier Towers showing that the seawall was not entirely owned by Whittier Towers. She spoke about a co-application from the owners of each side of the waterway would be required for seawall restoration. In spite of knowing what was required, Whittier Towers went ahead with the dock project without permits. Kathy from Whittier Towers canceled the seawall project on March 3rd. Ms. Kuntz felt that the dock was never written about but was always silently included in the Whittier Towers seawall restoration. September 22, 2021, mentioned cement poured on the seawall with no permit posted at the site and in October 2021, LBTS acknowledged that no permit was issued. Whittier Towers continued with the construction by installing new pilings, a marginal dock, floating dock, finger piers, etc. On November 2, 2021, Ms. Kuntz personally confronted Whittier Towers that they never answered their request for information. She contacted different departments in LBTS and Broward County and emailed the US Army Corp of Engineers. On November 3, 2021,

Code Compliance Officers visited the site and issued multiple violations. Hearings were held with the Special Magistrate in which extensions were granted. On November 22, 2022, Palm Yacht and Beach Club sent a letter to Building Official Mansor. The Palm Yacht and Beach Club has many frustrations regarding this case and wanted to know how much longer would this go on? They wanted the Town to please allow the lien to be recorded. Please note that the Palm Yacht and Beach Club did not have vindictive feelings toward Whittier Towers. They live with concrete on their seawall that had no inspections to make sure it was done correctly. They thank the Town of LBTS for their professionalism, knowledge, courtesy, responsiveness, etc. Their staff deserved to be commended. Ms. Kuntz gave her copies including emails, etc. and the Special Magistrate accepted them. Inspector Banyas had no objection to the evidence being submitted to the Special Magistrate and he suggested to the inspector to give a copy to Whittier Towers. The Special Magistrate accepted the files given by Ms. Kuntz into evidence as Interested Party's Exhibit

without objection.

Town Attorney Alan Gabriel said that work was done without permits, people were using the dock even though they were told they would not use it and to let those fines continue to run. He was asking the Special Magistrate for his direction to allow the Town to record the certificate of lien. Allow all parties to take the opportunity they need to bring some conclusion to the use of the canal, seawall issues, and all the other issues brought up that were not within the purview of the Town. Know that the Town was not aware of the issues between the County and the parties that were spoken about tonight. We understand that the County was reviewing it but the Town being unaware could not speak of the status as it relates to the parties. The Town was asking for the direction from the Special Magistrate to record and they would proceed and let the other parties do what they need to. When in compliance, the Town would consider whatever proper mitigation may have resulted at that time.

Cosmo Williams came to the podium and spoke about having an early start letter from the City of Fort Lauderdale to rebuild the dock and build a seawall. They also issued a permit that they paid for the dock and seawall. Halfway through the project, they could not figure out who owned the land under the dock. They had to stop and they never refunded the money for the permit. Palm Yacht could not prove that they own the dock and the seawall. Let them show us the proof. Everyone has an easement to use the canal for recreational purposes and they have a right to the land under the canal. Palm Yacht thinks they own it. They have their own problems with their seawalls and their dock was falling apart.

The Special Magistrate explained that he could not decide who owned the submerged land, etc. He did not want to get into title issues. The Town requested that the lien was to be recorded and that was what he was doing tonight. The Special Magistrate ordered the Whittier Towers lien could be recorded and to stop holding courtesy status hearings at this time plus to assess \$100 hearing cost to Whittier Towers for tonight's hearing due immediately but payable within thirty days. He hoped everyone would be friendly and just leave this to the lawyers.

Town Attorney Gabriel and DS Director Campbell left at approximately 6:27PM.



Town Commission Agenda Item Report

Meeting Date: May 13, 2025

Submitted By: Katie Anderson, Events & Marketing Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Dive into Summer 2025

Explanation: This year's Dive into Summer (the "Event") music festival is scheduled to take place on Saturday, June 7, 2025. The Event will take place in El Prado Park and Parking Lot (**Exhibit 1**) from 3:00 p.m. to 9:00 p.m.

Dive into Summer features a lineup of musical performances, food court, local artisan village, and other family-friendly entertainment. The Town works closely with Scuba4Good, a non-profit organization, to operate this Event. Scuba4Good is an organization that raises funds used to underwrite costs for individuals with cognitive or physical disabilities, and veterans, to learn to scuba dive, offering them a new lease on life. Scuba4Good primarily operates the event bar, and monies raised from these sales go directly to the non-profit.

The Event is currently in the budget at \$30,000. Large portions of this budget go towards the El Prado Park tent, staging, and lighting equipment.

Setup of the tent in El Prado is slated to begin the Thursday prior to the Event, June 5th. This will allow Staff and the Scuba4Good team to begin setup on Friday, June 6th.

Portable restrooms are delivered to the El Prado Parking Lot the day prior to the Event to provide additional restroom facilities to those generally available in Town.

The El Prado Parking Lot is planned to be closed solely on Saturday, June 7th, the day of the Event. BSO will assist in closing the lot at 2AM. The lot will reopen after Staff has completely cleared the event space and BSO has given the all clear.

Town businesses have been invited to participate as either a food vendor, or artisan vendor if applicable. There is no fee for Town businesses to participate, while non-Town vendors pay a \$35.00 fee. One (1) parking pass will be provided to each participating vendor for the day of the Event. Vendors are encouraged to utilize the El Mar median for parking.

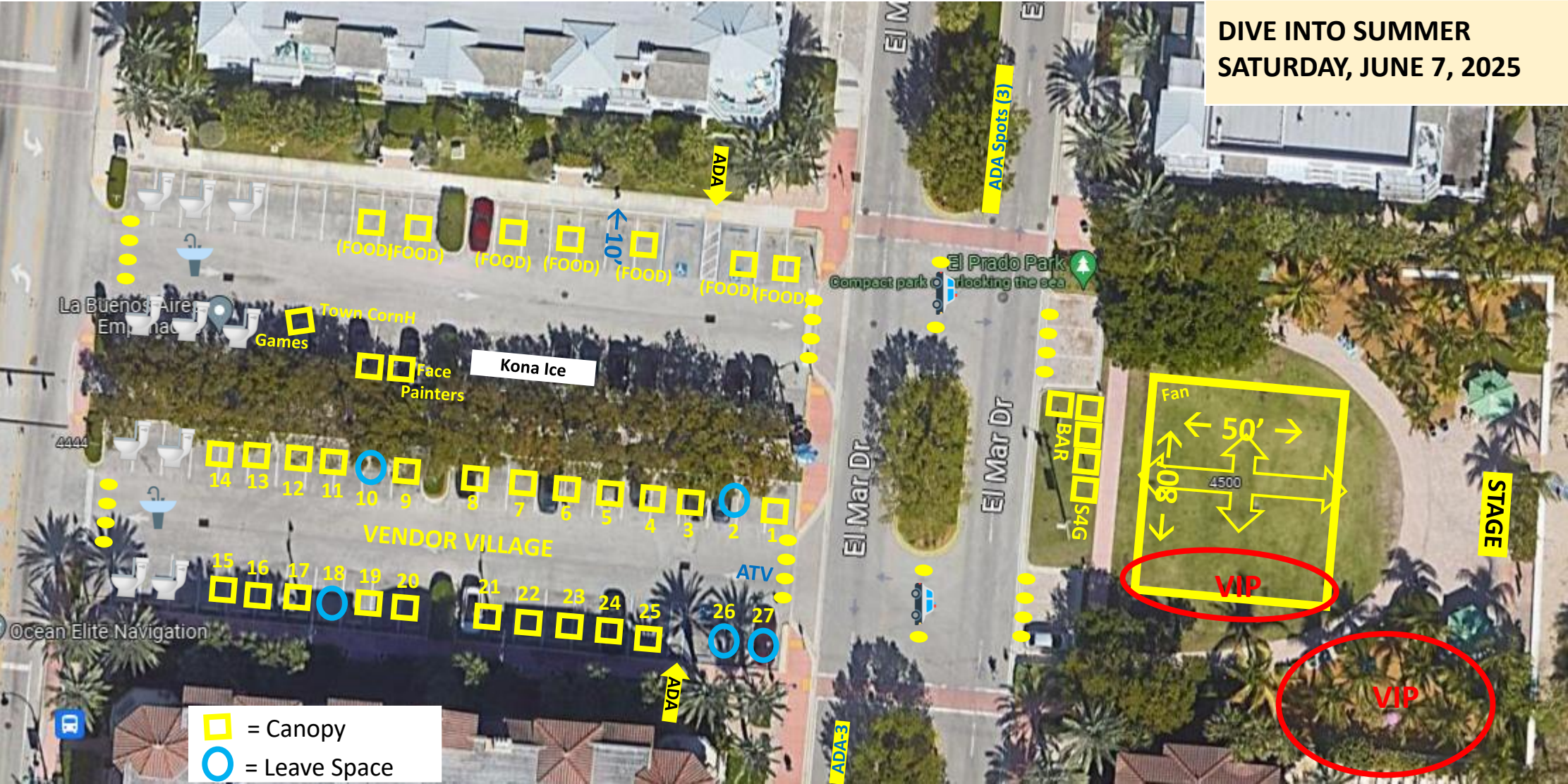
Staff is recommending utilizing the El Mar median for event parking at the \$21 event day rate

to offset the spots lost in the El Prado Parking Lot. Six ADA spots are designated along the median to account for those that are typically available in the El Prado Parking Lot.

Recommendation: Staff recommends approval of this year's Dive into Summer event.

Exhibits:

1. DiveIntoSummer_2025SiteMap_MASTER





Town Commission Agenda Item Report

Meeting Date: May 13, 2025

Submitted By: Katie Anderson, Events & Marketing Manager

Submitting Department: Administration

Item Type: Presentation

Agenda Section: NEW BUSINESS

Subject Title: Fourth of July 2025

Explanation: The Town's annual Fourth of July celebration (the "Event") is scheduled for Friday, July 4, 2025. As in previous years, the Event will feature a parade, family fun day in El Prado Park, and evening firework display.

July 4, 2025	
Parade	10:00 AM - 11:00 AM
Family Fun Day	11:00 AM - 2:00 PM
Fireworks	9:00 PM - 9:20 PM

The Event is currently budgeted at \$54,000, with the largest expense being the \$25,000 evening fireworks display operated by Zambelli Fireworks, the Town's contracted vendor.

After a singing of the National Anthem, Pledge of Allegiance, and opening remarks from the Commission, the parade will kick off just behind Town Hall at 10:00 AM. The parade route (**Exhibit 1**) runs North along Bougainvillea, East onto Pine Avenue, South down El Mar Drive, ending at Hibiscus Avenue.

Family Fun Day is planned to take place in El Prado Park. This portion of the Event will feature a water slide, face-painting, food, and more family-friendly entertainment.

To conclude the day's festivities, fireworks will be lit off the beach just East of the FDG lot located at 4560 El Mar Drive. The show lasts for 20 minutes and can be enjoyed from anywhere throughout the Town. Town Staff contracts with FDG for the usage of their lot, which allows for the necessary space separating spectators from the fireworks themselves. With Zambelli, the fireworks' production company, setting up early morning on the day of the Event, a fire watch is in place and operated by Pompano Beach Fire Rescue who will stay onsite throughout the day and through the conclusion of the Event.

Staff recommends allowing parking along the El Mar median in areas outside of the parade route at the \$21 event day rate.

Recommendation: Staff recommends approval of the 2025 July 4 celebration.

Exhibits:

1. July42025_ParadeRoute

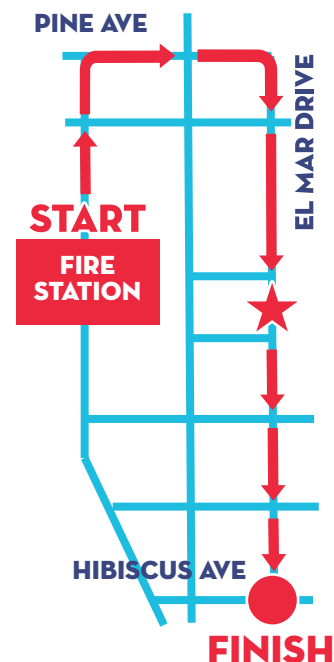
TOWN OF
LAUDERDALE
BY·THE·SEA
 DISCOVERLBTS.COM

4TH OF JULY

PARADE

10 AM

- Treats & Candy!
- Fire Trucks
- BSO Vehicles
- Lady Liberty & Uncle Sam Stilt Walkers



FAMILY FUN DAY

11 AM - 2 PM

EL PRADO PARK

- Water Slide
- Face painting
- Music
- Food

FIREWORKS

9 - 9:20 PM

Launch site north of El Prado Park



Agenda Item No: 17.a.

Town Commission Agenda Item Report

Meeting Date: May 13, 2025

Submitted By: Linda Connors, Town Manager

Submitting Department: Administration

Item Type: Ordinance

Agenda Section: ORDINANCES 2nd Reading

Subject Title: ORDINANCE 2025-04 AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5, "BEACHES AND WATERWAYS," ARTICLE I, "IN GENERAL," SECTION 5-7, "FISHING REGULATED; EXHIBITING FISH ON BEACH AND SPEARFISHING PROHIBITED," OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Explanation: The ordinance was adopted on First Reading at the April 8th Commission Meeting by a vote of 3-2. No changes have been made to the ordinance since first reading.

We have experienced a huge increase in the number of people fishing and surf casting on the beach. The current Code allows fishing and surf casting at any time other than the hours of 9 AM through 4 PM on weekdays and 9 AM through 6 PM on Saturday, Sunday, and holidays.

Persons are also prohibited from engaging in fishing and surf casting within the proximity of swimmers.

The problem that we have is that long stretches of the beach have been taken over by those who are fishing and surf casting, and beach goers cannot enjoy the beach. Most often, those who are fishing and surfcasting are present before the beach-goers arrive, so that they are not limited by the Code provision regarding proximity to swimmers.

Staff is suggesting amending the Code to allow surfcasting and fishing between the hours of 7 PM and 7 AM. This reduced time will still allow fishing and surfcasting from our beach, while allowing swimming, walking and the passive enjoyment of the beach for others.

Current hours for other coastal communities in Broward County are as follows:

Municipality	Hours Permitted	Notes
Dania Beach	6:00PM-	

	9:00AM	
Deerfield Beach	Dusk-8:00AM	
Fort Lauderdale	6:00PM-9:00AM	
Fort Lauderdale	4:00PM-9:00AM	Monday through Friday between N.E. 18th St.- N.E. 23rd St. Only
Fort Lauderdale	6:00PM-9:00AM	Saturday, Sundays, and National Holidays between N.E. 18th St.- N.E. 23rd St. Only
Hallandale Beach	6:00PM-8:00AM	
Hollywood	6:00PM-9:00AM	
Pompano Beach	6:00PM-9:00AM	Fishing on beach street ends is exempted from this prohibition with the exception of SE 2 Street and SE 4 Street.

The area in Fort Lauderdale between N.E. 18th ST. to N.E. 23rd ST. falls roughly between the N.E. 18th St. beach access to the south and the N.E. 23rd St. beach access to the north.



Recommendation: Adopt Ordinance 2025-04

Exhibits:

1. Ordinance 2025-04 Amending Fishing

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

**AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-
THE-SEA, FLORIDA, AMENDING CHAPTER 5,
“BEACHES AND WATERWAYS,” ARTICLE I, “IN
GENERAL,” SECTION 5-7, “FISHING REGULATED;
EXHIBITING FISH ON BEACH AND SPEARFISHING
PROHIBITED,” OF THE TOWN’S CODE OF
ORDINANCES; PROVIDING FOR CODIFICATION,
SEVERABILITY, CONFLICTS, AND AN EFFECTIVE
DATE.**

WHEREAS, the Town Commission of the Town of Lauderdale-By-The-Sea, Florida (the “Town”) finds it periodically necessary to amend its Code of Ordinances (the “Town Code”) in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the Town seeks to ensure that all beach activities, including fishing and surfing, are conducted in a manner that minimizes conflicts, while providing a clearer and more consistent schedule to promote safety and enjoyment for all users of the public beach; and

WHEREAS, the Town Commission desires to amend Chapter 5, “Beaches and Waterways,” Article I, “In General,” Section 5-7, “Fishing Regulated; Exhibiting Fish on Beach and Spearfishing Prohibited,” of the Town’s Code to revise the hours for fishing and surf casting on the Town’s public beach; and

WHEREAS, the Town Commission finds that this Ordinance is in the best interests of the Town and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing “Whereas” clauses are ratified and incorporated as the legislative intent of this Ordinance

Section 2. Amendment. Chapter 5, “Beaches and Waterways,” Article I, “In General,” Section 5-7, “Fishing Regulated; Exhibiting Fish on Beach and Spearfishing Prohibited,” of the Town Code of Ordinances, is hereby amended to read as follows¹:

CHAPTER 5 - BEACHES AND WATERWAYS

ARTICLE I. - IN GENERAL

Sec. 5-1. - Definitions.

The following words and phrases, when used in this chapter, shall have the following meanings respectively ascribed to them except where the context clearly indicates a different meaning:

Beach means the zone of unconsolidated material that extends landward from the mean low waterline to the place where there is marked change in material or physiographic form or to the line of permanent vegetation, usually the effective limit of storm waves. Beach is alternatively termed shore.

* * *

Sec. 5-7. - Fishing regulated; exhibiting fish on beach and spearfishing prohibited.

(a) It shall be unlawful for any person to spearfish on the public beach within the corporate limits of the Town.

(b) It shall be unlawful for any person to fish or surf cast from any part of the public beach within the corporate limits of the Town unless in compliance with the following:

(1) Fishing and surf casting shall be allowed on the public beach at any time other than the hours of 7:00 a.m. through 7:00 p.m. every day ~~9:00 a.m. through 4:00 p.m. Monday through Friday, and 9:00 a.m. through 6:00 p.m. on Saturday, Sunday and national holidays.~~

(2) Persons are prohibited from engaging in fishing and surf casting within the proximity of swimmers, scuba divers, snorkelers and bathers.

(3) Chumming is prohibited.

(4) The Town Manager or designee may temporarily place further restrictions on fishing or surf casting on any part of the public beach to accommodate an event taking place on the beach or in a declared emergency.

(c) It shall be unlawful for any person to use the beaches of the Town for the purpose of landing or exhibiting sharks, barracuda or sting rays.

* * *

¹ Additions to existing text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions to existing text since 1st reading are shown in double underline. Deletions since 1st reading are shown in ~~double strikethrough~~.

Section 3. Codification. This Ordinance shall be codified in accordance with the foregoing.

It is the intention of the Town Commission that the provisions of this Ordinance shall become and be made a part of the Town of Lauderdale-By-The-Sea Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Severability. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Conflicting Ordinances. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Ordinance shall become effective upon adoption on second reading.

Passed on the first reading, this 8th day of April, 2025.

Passed and adopted on the second reading, this ____ day of _____, 2025.

MAYOR EDMUND MALKOON

	First Reading	Second Reading
Mayor Malkoon	YES	
Vice-Mayor Strauss	NO	
Commissioner Pouloupoulos	YES	
Commissioner DeNapoli	NO	
Commissioner Graziano	YES	

ATTEST:

Town Clerk Katrina Adler
(CORPORATE SEAL)

93

94 APPROVED AS TO FORM:

95

96

97 Susan L. Trevarthen, Town Attorney



Business Impact Estimate

This form should be included in the "set for public hearing" agenda item for ordinances, and must be posted on the Town's website by the time notice of the proposed ordinance is published.

Ordinance title: Ordinance 2025-04

AN ORDINANCE OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING CHAPTER 5, "BEACHES AND WATERWAYS," ARTICLE I, "IN GENERAL," SECTION 5-7, "FISHING REGULATED; EXHIBITING FISH ON BEACH AND SPEARFISHING PROHIBITED," OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

If any of the following exceptions to the Business Impact Estimate requirement apply, check the applicable box and leave the remainder of the form blank.

☐

The ordinance is required for compliance with federal or state law or regulation;

☐

The ordinance relates to the issuance or refinancing of debt;

☐

The ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐

The ordinance is required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by the Town;

☐

The ordinance is an emergency ordinance;

☐

The ordinance relates to procurement; or

☐

The ordinance is enacted to implement the following:

- a. Part II of Chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
- b. Sections 190.005 and 190.046, regarding community development districts;
- c. Section 553.73, relating to the Florida Building Code; or
- d. Section 633.202, relating to the Florida Fire Prevention Code.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the Town of Lauderdale-By-The-Sea:

N/A

3. Estimate of direct compliance costs that businesses may reasonably incur:

N/A

4. Any new charge or fee imposed by the proposed ordinance:

N/A

5. Estimate of the Town of Lauderdale-By-The-Sea's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

N/A

6. Estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

7. Additional information (if any):

N/A