



BOARD OF ADJUSTMENT VIRTUAL MEETING NOTICE: BOARD OF ADJUSTMENT

August 28, 2020

A Public Hearing will be held before the Board of Adjustment on: Wednesday, September 9, 2020 at 6:30 P.M.

This meeting will be held virtually, to determine whether the following application should be granted. To view more information about this item, please visit: [www.fortlauderdale.gov/government/BOA](http://www.fortlauderdale.gov/government/BOA).

**CASE:** PLN-BOA-20080001  
**OWNER:** C GUMBERG, STANLEY R TR/T-1163  
 % PROP TAX DEPT TPN-0950  
**AGENT:** BARBARA A. HALL  
**ADDRESS:** 3200 N FEDERAL HIGHWAY #700, FORT LAUDERDALE FL 33306  
**LEGAL DESCRIPTION:** CORAL RIDGE GALT ADD NO 2 RESUB OF PORTION 36-15 B A POR OF TR A  
 DESC AS:COMM NE COR SAID TR A;S 258.25 TO POB CONT S 686.75,SWLY  
 AN ARC DIST 39.27,W 722.52,NWLY AN ARC DIST 25.24,NW 348.37,NE  
 379.36,SE 65.04,SELY AN ARC DIST 35.62, SE 21.20,SELY AN ARC DIST 78.64,  
 NE 374.32,NW 53.62,NE 45.80,N 66.33,E 160.62 TO POB,LESS POR DESC IN OR  
 2234/971 AKA:TARGET TRACT  
**ZONING:** B-1  
**COMMISSION DISTRICT:** 1  
**REQUESTING:**

The applicant is requesting variances from Sections 47-19.2.II and 47-19.5.J.1 to allow the placement of five (5) portable storage units in parking spaces adjacent to the side and rear of the property during the fourth quarter (from October 1st through December 31st) of each year as the followings:

**Sec. 47-19.2.II.2. a. Portable storage units. The PSU shall not exceed eight (8) feet in width, sixteen (16) feet in length and nine (9) feet in height.**

1. The applicant is requesting a variance from the size limitation for portable storage units (PSU) of 8 feet in width, 16 feet in length and 9 feet in height to increase the length of the PSU to 40 feet.

**Sec. 47-19.2.II.2. b. Portable storage units. There shall be no more than one (1) PSU allowed per site.**

2. The applicant is requesting a variance from the limitation of one (1) PSU per site to allow five (5) PSU on the subject property, an increase of 4.

**Sec. 47-19.2.II.4. b. Portable storage units. Non-residential use.**

3. The applicant is requesting a variance from the maximum of thirty (30) calendar days per event and two events per commercial rental unit on a property per calendar year with a limit of sixty (60) days on a property per applicant per calendar year to allow (92) ninety-two consecutive calendar days within a calendar year.

**Sec. 47-19.5. J.1-Temporary fences.**

4. The applicant is requesting a variance from the restriction permitting temporary construction fences in conjunction with construction to allow the installation of a temporary fence as per plans on existing site in conjunction with the placement of



the PSUs. Note: Removal of the fencing and the storage units within one week from December 31 of each year.

The virtual meeting will be accessible through the City's local government access channel FLTV at:  
[www.fortlauderdale.gov/FLTV](http://www.fortlauderdale.gov/FLTV).

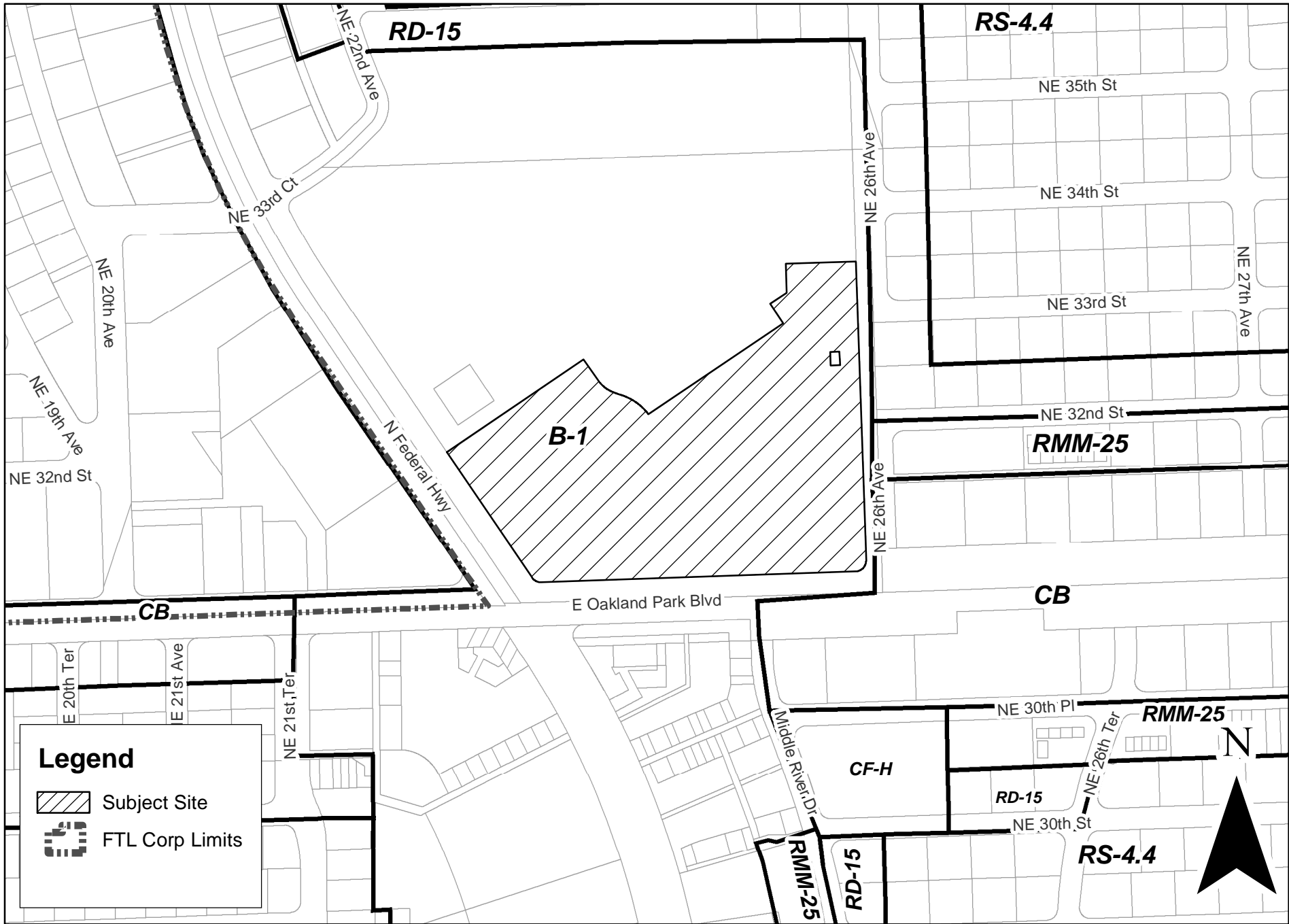
Should you desire to speak on this item, please fill out the speaker form available at this link on the City's website:  
[www.fortlauderdale.gov/government/BOA](http://www.fortlauderdale.gov/government/BOA).

You may also email comments to: Chakila Crawford-Williams regarding Case: **PLN-BOA- 20080001**  
**Send email to: [chcrawfordl@fortlauderdale.gov](mailto:chcrawfordl@fortlauderdale.gov).**

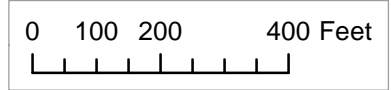
**MOHAMMED MALIK**  
**ZONING ADMINISTRATOR**

Florida Statutes, Sec. 286.0105

NOTE: If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.



# PLN-BOA-20080001



Graphic Scale



# CITY OF FORT LAUDERDALE PUBLIC NOTICE

## BOARD OF ADJUSTMENT VIRTUAL MEETING

DATE: SEPTEMBER 9, 2020

TIME: 6:30 PM

CASE: PLN-BOA-20080001

The applicant is requesting variances from Sections 47-19.2.II and 47-19.5.J.1 to allow the placement of five (5) portable storage units in parking spaces adjacent to the side and rear of the property during the fourth quarter (from October 1st through December 31st) of each year as the followings:

Requesting: Sec. 47-19.2.II.2. a. Portable storage units. The PSU shall not exceed eight (8) feet in width, sixteen (16) feet in length and nine (9) feet in height. 1.) The applicant is requesting a variance from the size limitation for portable storage units (PSU) of 8 feet in width, 16 feet in length and 9 feet in height to increase the length of the PSU to 40 feet.

Requesting: Sec. 47-19.2.II.2. b. Portable storage units. There shall be no more than one (1) PSU allowed per site. 2.) The applicant is requesting a variance from the limitation of one (1) PSU per site to allow five (5) PSU on the subject property, an increase of 4.

Requesting: Sec. 47-19.2.II.4. b. Portable storage units. Non-residential use. 3.) The applicant is requesting a variance from the maximum of thirty (30) calendar days per event and two events per commercial rental unit on a property per calendar year with a limit of sixty (60) days on a property per applicant per calendar year to allow (92) ninety-two consecutive calendar days within a calendar year.

Requesting: Sec. 47-19.5. J.1-Temporary fences. 4.) The applicant is requesting a variance from the restriction permitting temporary construction fences in conjunction with construction to allow the installation of a temporary fence as per plans on existing site in conjunction with the placement of the PSUs.

### VIRTUAL MEETING INSTRUCTIONS:

Visit [www.fortlauderdale.gov/fltv](http://www.fortlauderdale.gov/fltv) to watch and listen to the meeting.

Visit <https://www.fortlauderdale.gov/government/BOA> to sign up to speak.



*This Notice is the property of the City of Fort Lauderdale. In accordance with City Code Section 16-29, It shall be unlawful for any person to injure, cut, break or destroy in any manner any building or other thing belonging to or under the control of the City. Persons marring or removing the Notice may be subject to fine and/or imprisonment. In accordance with City Code Section 47-27.2A. H The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, request for review or hearing by another body. The sign information shall be changed as provided in subsection A.3.a*



**SIGN NOTICE**

Applicant must **POST SIGNS** (for Board of Adjustment) according to Sec. 47-27.2 Types of Public Notice and 47-27.9 Variance, Special Exception, Temporary Non-Conforming Use, Interpretation requires the following notice:

- Sign Notice shall be given by the applicant by posting a sign provided by the City stating the time, date and place of the Public Hearing on such matter on the property which is the subject of an application for a development permit. If more than one (1) public hearing is held on a matter, the date, time and place shall be stated on the sign or changed as applicable.
- The sign shall be posted at least fifteen (15) days prior to the date of the public hearing.
- The sign shall be visible from adjacent rights-of-way, including waterways, but excepting alleys.
- If the subject property is on more than one (1) right-of-way, as described above, a sign shall be posted facing each right-of-way.
- If the applicant is not the owner of the property that is subject of the application, the applicant shall post the sign on or as near to the subject property as possible subject to the permission of the owner of the property where the sign is located or, in a location in the right-of-way if approved by the City.
- If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign from the City and posting the sign on the property.
- The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, request for review or hearings by another body. The sign information shall be changed as above to reflect any new dates.
- The applicant shall, five (5) days prior to the public hearing, execute and submit to the department an affidavit of proof of posting of the public notice sign according to this section. If the applicant fails to submit the affidavit the public hearing will be postponed until the next hearing after the affidavit has been supplied.

**AFFIDAVIT OF POSTING SIGNS**

STATE OF FLORIDA

BROWARD COUNTY

BOA CASE NO. PLN-BOA-20080001

APPLICANT: Greenberg Traurig, PA for Target

PROPERTY: 3200 N. Federal Highway

PUBLIC HEARING DATE: September 9, 2020

BEFORE ME, the undersigned authority, personally appeared Christina Mathews, who upon being duly sworn and cautioned, under oath deposes and says:

1. Affiant is the Applicant in the above cited City of Fort Lauderdale **Board or Commission** Case.
2. The Affiant/Applicant has posted or has caused to be posted on the Property the signage provided by the City of Fort Lauderdale, which such signage notifies the public of the time, date and place of the Public Hearing on the application for relief before the **Board or Commission**.
3. That the sign(s) referenced in Paragraph two (2) above was posted on the Property in such manner as to be visible from adjacent streets and waterways and was posted at least **fifteen (15)** days prior to the date of the Public Hearing cited above and has remained continuously posted until the date of execution and filing of this Affidavit. Said sign(s) shall be visible from and within twenty (20) feet of streets and waterways, and shall be securely fastened to a stake, fence, or building.
4. Affiant acknowledges that the sign must remain posted on the property until the final disposition of the case before the **Board or Commission**. **Should the application be continued, deferred or re-heard, the sign shall be amended to reflect the new dates.**
5. Affiant acknowledges that this Affidavit must be executed and filed with the City's Urban Design & Development **five (5)** calendar days prior to the date of Public Hearing and if the Affidavit is not submitted, the Public Hearing on this case shall be cancelled.
6. Affiant is familiar with the nature of an oath or affirmation and is familiar with the laws of perjury in the State of Florida and the penalties therefore.

NOTE: I understand that if my sign is not returned within the prescribed time limit as noted in Sec. 47.27.2.j of the City of Fort Lauderdale's ULDR, I will forfeit my sign deposit. \_\_\_\_\_ (Initial here)

Christina Mathews  
Affiant

SWORN TO AND SUBSCRIBED before me in the County and State above aforesaid this 25 day of August, 2020

(SEAL)



N. Be Dell  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: 1-24-21



CITY OF FORT LAUDERDALE

# PUBLIC NOTICE

## BOARD OF ADJUSTMENT VIRTUAL MEETING

DATE: SEPTEMBER 9, 2020

TIME: 6:30 PM

CASE: PLN-BOA-20080001

The applicant is requesting variances from Sections 47-19.2.11 and 47-19.5.J.1 to allow the placement of five (5) portable storage units in parking spaces adjacent to the side and rear of the property during the fourth quarter (from October 1st through December 31st) of each year as the follows:

Requesting: Sec. 47-19.2.11.2. a. Portable storage units. The PSU shall not exceed eight (8) feet in width, sixteen (16) feet in length and nine (9) feet in height. 1.) The applicant is requesting a variance from the size limitation for portable storage units (PSU) of 8 feet in width, 16 feet in length and 9 feet in height to increase the length of the PSU to 40 feet.

Requesting: Sec. 47-19.2.11.2. b. Portable storage units. There shall be no more than one (1) PSU allowed per site.  
2.) The applicant is requesting a variance from the limitation of one (1) PSU per site to allow five (5) PSU on the subject property, an increase of 4.

Requesting: Sec. 47-19.2.11.4. b. Portable storage units. Non-residential use.  
3.) The applicant is requesting a variance from the maximum of thirty (30) calendar days per event and two events per commercial rental unit on a property per calendar year with a limit of sixty (60) days on a property per applicant per calendar year to allow (92) ninety-two consecutive calendar days within a calendar year.

Requesting: Sec. 47-19.5. J.1-Temporary fences.  
4.) The applicant is requesting a variance from the restriction permitting temporary construction fences in conjunction with construction to allow the installation of a temporary fence as per plans on existing site in conjunction with the placement of the PSUs.

### VIRTUAL MEETING INSTRUCTIONS:

Visit [www.fortlauderdale.gov/fitv](http://www.fortlauderdale.gov/fitv) to watch and listen to the meeting.  
Visit <https://www.fortlauderdale.gov/government/BOA> to sign up to speak.



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# SUSTAINABLE DEVELOPMENT – URBAN DESIGN & PLANNING

## BOARD OF ADJUSTMENT (BOA) APPLICATION

Rev: 1 | Revision Date: 7/25/2019 | Print Date: 7/25/2019  
I.D. Number: Z&L-BOA

### BOARD OF ADJUSTMENT (BOA) Application

- Cover:** Deadline, Notes, and Fees
- Page 1:** Applicant Information Sheet
- Page 2:** Variance Request Criteria
- Page 3:** Required Documentation & Mail Notice Requirements
- Page 4:** Sign Notice Requirements & Affidavit
- Page 5:** Technical Specifications

**DEADLINE:** Submittals must be received prior to 4:00 PM each business day. Pursuant to Section 47-24.12, the Department will review all applications to determine completeness within five (5) business days. Applicants will be notified via e-mail, if plans do not meet the submittal requirements and if changes are required.

**NOTES:** Prior to formal submittal of applications, applicants are encouraged to schedule an appointment with Urban Design & Planning Division staff to obtain feedback regarding proposals. The meetings provide an opportunity for applicants to obtain feedback and general direction, prior to expending significant effort on preparation of submittal documents.

**FEES:** All applications for development permits are established by the City Commission, as set forth by resolution and amended from time to time. In addition to the application fee, any additional costs incurred by the City including review by a consultant on behalf of the City, or special advertising costs shall be paid by the applicant. Any additional costs, which are unknown at the time of application, but are later incurred by the City, shall be paid by the applicant prior to the issuance of a development permit.

<input checked="" type="checkbox"/>	<b>Variance / Interpretation: Before</b>	<b>\$ 480.00</b>
<input type="checkbox"/>	<b>Variance / Interpretation: After</b>	<b>\$ 600.00</b>
<input type="checkbox"/>	<b>Parking Variance (per space)</b>	<b>\$ 530.00</b>
<input type="checkbox"/>	<b>Request for Continuance</b>	<b>\$ 190.00</b>
<input type="checkbox"/>	<b>Rehearing before the Board</b>	<b>\$ 70.00</b>
<input type="checkbox"/>	<b>Request for Rehearing</b>	<b>\$ 240.00</b>

# Page 1: BOA - Applicant Information Sheet

**INSTRUCTIONS:** The following information is requested pursuant to the City's Unified Land Development Regulations (ULDR). While the information requested in this application is the minimum required to proceed please be aware additional information may be required to fully address the variance requested. The application must be filled out accurately and completely. Please print or type and answer all questions. Indicate N/A if does not apply.

**NOTE:** To be filled out by Department

<b>Case Number</b>	
<b>Date of complete submittal</b>	

**NOTE:** For purpose of identification, the **PROPERTY OWNER** is the **APPLICANT**

<b>Property Owner's Name</b>	
<b>Property Owner's Signature</b>	If a signed agent letter is provided, no signature is required on the application by the owner.
Address, City, State, Zip	
E-mail Address	
Phone Number	
<b>Proof of Ownership</b>	<input type="checkbox"/> Warranty Deed or <input type="checkbox"/> Tax Record

**NOTE:** If **AGENT** is to represent **OWNER**, notarized letter of consent is required

<b>Applicant / Agent's Name</b>	
<b>Applicant / Agent's Signature</b>	
Address, City, State, Zip	
E-mail Address	
Phone Number	
<b>Letter of Consent Submitted</b>	

<b>Development / Project Name</b>	
<b>Existing / New</b>	Existing: <input type="checkbox"/> <input type="checkbox"/> New: <input type="checkbox"/> <input type="checkbox"/>
<b>Project Address</b>	Address: _____
<b>Legal Description</b>	
<b>Tax ID Folio Numbers</b> (For all parcels in development)	
<b>Request / Description of Project</b>	
<b>Applicable ULDR Sections</b>	

<b>Current Land Use Designation</b>	
<b>Current Zoning Designation</b>	
<b>Current Use of Property</b>	
<b>Site Adjacent to Waterway</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

Setbacks (indicate direction N,S,E,W)	Required	Proposed
Front <input type="checkbox"/>		
Side <input type="checkbox"/>		
Side <input type="checkbox"/>		
Rear <input type="checkbox"/>		

## Page 2: Board of Adjustment (BOA) Criteria for Variance Request

This page must be filled in. An attached narrative may be included if additional space is required.

**SPECIFIC REQUEST:** State the specific request according to the ULDR or other provisions of the Code.

Code Sec. 47-19.2 II which allows one storage container 8' w x 9' h x 16 L for 30 days 2 times per year. To allow 5 storage containers having dimensions of 8' w x 8.5; h x 40' L for the last quarter of each year (see attached narrative).

**CRITERIA:** Applicant must demonstrate a unique hardship attributable to the land by proving by a preponderance of the evidence for all of the following criteria. Please answer the following criteria completely. While some criteria may seem duplicative the response should be tailored specifically to each. Per section 47-24.12.A.4,

a. Special conditions and circumstances affect the property at issue which prevent the reasonable use of such property; and

See attached narrative.

b. Circumstances which cause the special conditions are peculiar to the property at issue, or to such a small number of properties that they clearly constitute marked exceptions to other properties in the same zoning district; and:

See attached narrative.

c. Literal application of the provisions of the ULDR would deprive the applicant of a substantial property right that is enjoyed by other property owners in the same zoning district. (It shall be of no importance to this criterion that a denial of the variance sought might deny to the owner a more profitable use of the property, provided the provisions of the ULDR still allow a reasonable use of the property; and

See attached narrative.

d. The unique hardship is not self-created by the applicant or his predecessors, nor is it the result of mere disregard for, or ignorance of, the provisions of the ULDR or antecedent zoning regulations; and

See attached narrative.

e. The variance is the minimum variance that will make possible a reasonable use of the property and that the variance will be in harmony with the general purposes and intent of the ULDR and the use as varied will not be incompatible with adjoining properties or the surrounding neighborhood or otherwise detrimental to the public welfare.

See attached narrative.

**AFFIDAVIT:** I, Barbara Hall the Owner/Agent of said property ATTEST that I am aware of the following:

1. In order to be entitled to the relief requested in the application an affirmative vote of a majority plus one of the Board of Adjustment is required;
2. That in granting the relief requested, the Board of Adjustment is limited to the authority vested in the Board by the ULDR and that the Board may not grant the relief requested unless the applicant proves all the criteria specified in the ULDR have been met;
3. That the granting of relief by the Board does not exempt the applicant or owner of record from the responsibilities of obtaining all applicable permits or approvals as may be required by law for both new and existing structures;
4. That if the relief requested is granted by the Board, the applicant must secure a building permit to implement the relief requested within one hundred eighty (180) days of the entry of the final order of the Board, or within such lesser time as the Board may proscribe and that failure to procure the necessary permits within the time so proscribed shall render the variance or special exception null and void;
5. That if the Board denies the request for relief, then no additional application for the same or substantially the same relief may be entertained by the Board within two (2) years of the date of entry of the final order of denial.

\_\_\_\_\_  
(Signature)

SWORN TO AND SUBSCRIBED before me in the County and State above aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(SEAL)

\_\_\_\_\_  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES:**

## Page 3: Required Documentation & Mail Notice Requirements

**One (1) original set, signed and sealed, with plans at 24" x 36"**

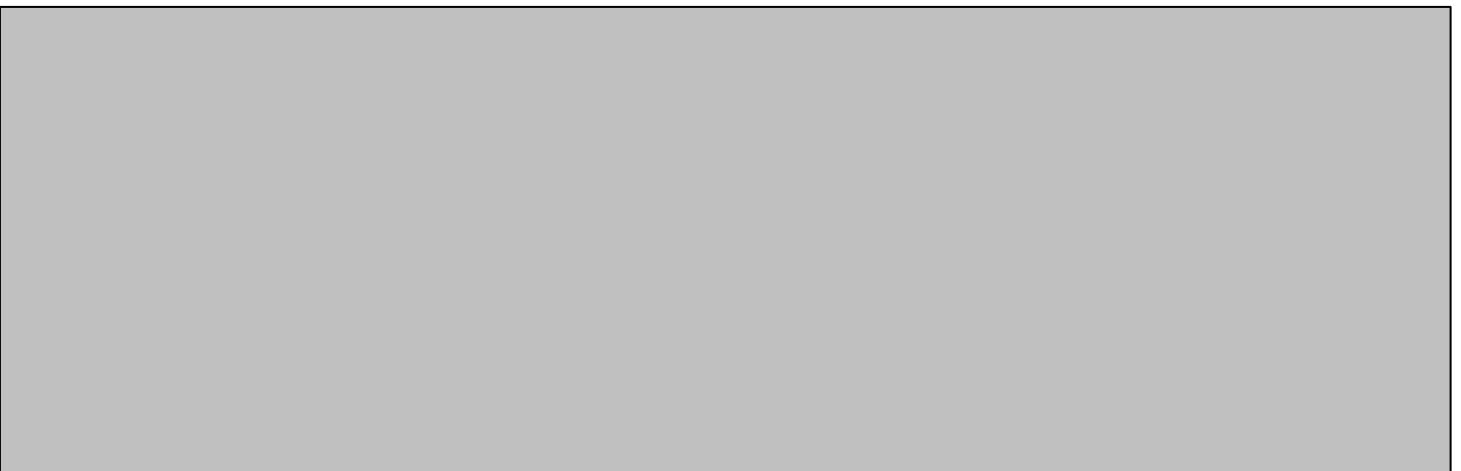
**One (1) electronic version (CD or USB) of complete application and plans in PDF format**

**Fourteen (14) copy sets of each item below and plans at half-size scale 11" x 17"**

- Completed application** (all pages must be filled out where applicable)
- Mail notification documents** (mail notification instructions at bottom of page)
- Proof of ownership** (warranty deed or tax record), including corporation documents if applicable
- Property owners notarized signature** and/or notarized agent letter signed by the property owner (if applicable).
- Color photographs** of the entire property and all surrounding properties, dated and labeled and identified as to orientation.
- Narrative** describing specific request and outlining ULDR sections that are applicable. Narratives must be on letterhead, dated, and with author indicated.
- Cover sheet** on plan set to state project name and table of contents.
- Current survey(s)** of property, signed and sealed, showing existing conditions; survey must be As-Built with Right-of-Way and Easement Vacations Excluded. The survey should consist of the proposed project site alone. Do not include adjacent properties or portions of lands not included in the proposed project unless specifically requested by the City. If the survey is not signed and sealed, a zoning affidavit is required and shall only be used for the structures listed in the affidavit.
- Aerial photo** indicating all properties within 700 ft. of the subject property. Must be clear and current with site highlighted.
- Site Plan (a survey may be substituted if the requested variance is clearly indicated)**
  - Landscape Plan (if applicable)**
  - Elevations (if applicable)**
  - Additional plan details as needed**

**Note:** All copy sets must be clear and legible.

**Note:** Plans must be folded to 8 ½" x 11". All non-plan documents should be 8 ½" x 11".



**MAIL NOTIFICATION:** Pursuant to Section 47-27.2 Types of Public Notice and 47-27.9 Variance, Special Exception, Temporary Non-Conforming Use, Interpretation requires the following notice:

- **MAIL NOTICE:** Mail notice shall be given to owners of land within three hundred (300) feet of the subject site ten (10) days prior to the date set for the public hearing.
  - **TAX MAP:** Applicant shall provide a tax map from the Broward County Property Appraiser of all property within a three hundred (300) foot radius, with each property clearly shown and delineated. Each property within the notice area must be numbered (by Folio ID) on the map to cross-reference with property owners notice list.
  - **PROPERTY OWNERS NOTICE LIST:** Applicant shall provide a property owners notice list with the names, property control numbers (Folio ID) and complete addresses for all property owners within the required three hundred (300) foot radius. The list shall also include all homeowners associations, condominium associations, municipalities and counties noticed, as indicated on the tax roll.
  - **ENVELOPES:** The applicant shall provide business size (#10) envelopes with first class postage attached (stamps only, metered mail will not be accepted). Envelopes must be addressed to all property owners within the required three hundred (300) foot radius, and mailing addresses must be typed or labeled; no handwritten addresses will be accepted. The return address shall be listed on all envelopes as follows:

City of Fort Lauderdale  
Urban Design & Development  
700 NW 19<sup>th</sup> Avenue, Fort Lauderdale, FL 33311.

- **DISTRIBUTION:** The City of Fort Lauderdale, Urban Design & Development will mail all notices prior to the public hearing meeting date, as outlined in Section 47-27.

# Page 4: Sign Notification Requirements and Affidavit

## SIGN NOTICE

Applicant must **POST SIGNS** (for Board of Adjustment) according to Sec. 47-27.2 Types of Public Notice and 47-27.9 Variance, Special Exception, Temporary Non-Conforming Use, Interpretation requires the following notice:

- Sign Notice shall be given by the applicant by posting a sign provided by the City stating the time, date and place of the Public Hearing on such matter on the property which is the subject of an application for a development permit. If more than one (1) public hearing is held on a matter, the date, time and place shall be stated on the sign or changed as applicable.
- The sign shall be posted at least fifteen (15) days prior to the date of the public hearing.
- The sign shall be visible from adjacent rights-of-way, including waterways, but excepting alleys.
- If the subject property is on more than one (1) right-of-way, as described above, a sign shall be posted facing each right-of-way.
- If the applicant is not the owner of the property that is subject of the application, the applicant shall post the sign on or as near to the subject property as possible subject to the permission of the owner of the property where the sign is located or, in a location in the right-of-way if approved by the City.
- If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign from the City and posting the sign on the property.
- The sign shall remain on the property until final disposition of the application. This shall include any deferral, rehearing, appeal, request for review or hearings by another body. The sign information shall be changed as above to reflect any new dates.
- The applicant shall, five (5) days prior to the public hearing, execute and submit to the department an affidavit of proof of posting of the public notice sign according to this section. If the applicant fails to submit the affidavit the public hearing will be postponed until the next hearing after the affidavit has been supplied.

## AFFIDAVIT OF POSTING SIGNS

STATE OF FLORIDA

BROWARD COUNTY

BOA CASE NO. \_\_\_\_\_

APPLICANT: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

PUBLIC HEARING DATE: \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who upon being duly sworn and cautioned, under oath deposes and says:

1. Affiant is the Applicant in the above cited City of Fort Lauderdale **Board or Commission Case**.
2. The Affiant/Applicant has posted or has caused to be posted on the Property the signage provided by the City of Fort Lauderdale, which such signage notifies the public of the time, date and place of the Public Hearing on the application for relief before the **Board or Commission**.
3. That the sign(s) referenced in Paragraph two (2) above was posted on the Property in such manner as to be visible from adjacent streets and waterways and was posted at least **fifteen (15)** days prior to the date of the Public Hearing cited above and has remained continuously posted until the date of execution and filing of this Affidavit. Said sign(s) shall be visible from and within twenty (20) feet of streets and waterways, and shall be securely fastened to a stake, fence, or building.
4. Affiant acknowledges that the sign must remain posted on the property until the final disposition of the case before the **Board or Commission**. **Should the application be continued, deferred or re-heard, the sign shall be amended to reflect the new dates.**
5. Affiant acknowledges that this Affidavit must be executed and filed with the City's Urban Design & Development **five (5)** calendar days prior to the date of Public Hearing and if the Affidavit is not submitted, the Public Hearing on this case shall be cancelled.
6. Affiant is familiar with the nature of an oath or affirmation and is familiar with the laws of perjury in the State of Florida and the penalties therefore.

NOTE: I understand that if my sign is not returned within the prescribed time limit as noted in Sec. 47.27.2.j of the City of Fort Lauderdale ULDR, I will forfeit my sign deposit. \_\_\_\_\_ (initial here)

\_\_\_\_\_  
**Affiant**

SWORN TO AND SUBSCRIBED before me in the County and State above aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

(SEAL)

\_\_\_\_\_  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES:**

## Page 5: Technical Specifications

### A. SITE PLAN

1. Title Block including project name and design professional's address and phone number
2. Scale (1" = 30' min., must be engineer's scale)
3. North indicator
4. Location map showing relationship to major arterials
5. Drawing and revision dates, as applicable
6. Full legal description
7. Site Plan Data Table
  - Current use of property
  - Land Use designation
  - Zoning designation
  - Site area (sq. ft. and acres)
  - Setback table (required vs. provided)
  - Open space
8. Site Plan Features (graphically indicated)
  - Setbacks and building separations (dimensioned)
  - Project signage (if applicable)
  - Easements (as applicable)

(Please note additional site plan information may be necessary to fully address the requested variance)

### B. BUILDING ELEVATIONS (as applicable)

1. All building facades with directional labels (ie. North, South) and building names if more than one building
2. Dimensions, including height and width of all structures
3. Dimensions of setbacks and required setbacks from property lines
4. Dimension grade at crown of road, at curb, sidewalk, building entrance, and finished floor
5. Include proposed signage



**NOTICE AFFIDAVIT**

STATE OF FLORIDA, BROWARD COUNTY  
CITY OF FORT LAUDERDALE

BEFORE ME THIS DAY PERSONALLY APPEARED CHRISTINA MATHEWS  
WHO BEING DULY SWORN, DEPOSES AND SAYS:

1. The attached property owners list is, to the best of my knowledge, a complete and accurate list of all property owners, mailing addresses and property control numbers as recorded in the latest official tax rolls obtained from the Property Appraisers Office for all property within 300 feet of Portion of Tract A of Coral Ridge Galt Add No. 2 Resub Plat as Recorded in Plat Book 36 Page 15 of the Public Records of Broward County, Florida AKA: Target Tract. 3200 N. Federal Highway.
2. The attached property owners list includes, to the best of my knowledge, all affected property owners, municipalities, counties, homeowner associations, and property owner associations in accordance with the requirements of the UDLR and the City of Fort Lauderdale.

Signature

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of July, 2020.

  
\_\_\_\_\_  
Signature of Person Taking Acknowledgement  
\_\_\_\_\_  
Notary Public

Notary's Seal

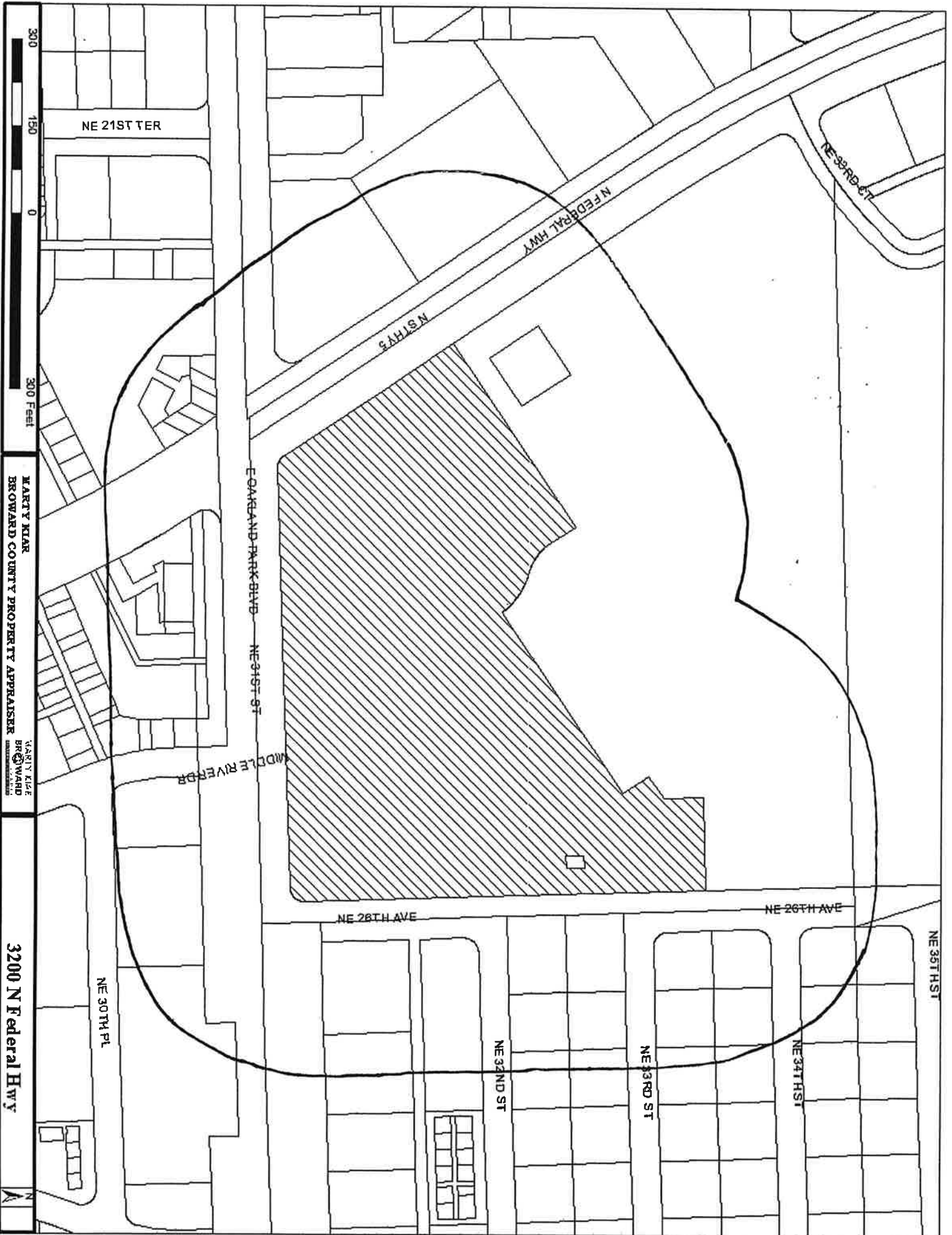


	A	B	C	D	E	F	G	H
1	folio	NAME	ADDRESS_LI	CITY	STATE	ZIP	ZIP4	LEGAL
2	494224000170	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	24-49-42THAT PT OF 66 FT WIDE STRIP OFLAND K/A ST RD 5 (US 1) OVER,THRU & ACROSS SW 1/4 AND ACROSSE1/2 OF W1/2 OF NW1/4 OF SECWHICH LIES WITHIN FT LAUD PARKCITY LIMITSAKA: PT PARCEL 100
3	494224000180	FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	CORAL RIDGE GALT ADD NO 232-50
4	494224010100	MHC OAKLAND PARK OWNER LLC	1601 FORUM PL STE 700	WEST PALM BEACH	FL	33401		BLOT 1 LESS S 50 FOR RD,LOT 2LESS S 50 FOR RD & LESS THAT PTPLATED AS 2611 OAKLAND PLATT 78-196 B BLK 2
5	494224010270	MHC OAKLAND PARK OWNER LLC	1601 FORUM PL STE 700	WEST PALM BEACH	FL	33401		CORAL RIDGE GALT ADD NO 232-50 BLOT 14 THRU 16 BLK 2
6	494224010380	REITENSPIES,ERIKA PITTERS LEWAGNER,ELFRIEDE H ETAL	2601 NE 32 ST # 1-2	FORT LAUDERDALE	FL	33306		CORAL RIDGE GALT ADD NO 232-50 BLOT 1 TOGETHER WITH1/2 VAC PORTION OF NE 26 AVEABUTTING LOT 1 BLK 4
7	494224010390	REITENSPIES,ERIKA PITTERS LERREITENSPIES,MARTIN G	2601 NE 32 ST #2	FORT LAUDERDALE	FL	33306	1513	CORAL RIDGE GALT ADD NO 232-50 BLOT 2 BLK 4
8	494224010400	BODNER,MICHAEL J H/BODNER,SONIA M	2617 NE 32 ST #1-2	FORT LAUDERDALE	FL	33306	1513	CORAL RIDGE GALT ADD NO 232-50 BLOT 3 BLK 4
9	494224010510	O'MARA,MICHAEL	2616 NE 33 ST	FORT LAUDERDALE	FL	33306		CORAL RIDGE GALT ADD NO 232-50 BLOT 14 BLK 4
10	494224010520	HORAN,THOMAS & MARY	2608 NE 33 ST	FORT LAUDERDALE	FL	33306		CORAL RIDGE GALT ADD NO 232-50 BLOT 15 BLK 4
11	494224010530	MEDINA,DOLORESEFELICIANO,NOELIA	2600 NE 33 ST	FORT LAUDERDALE	FL	33306		CORAL RIDGE GALT ADD NO 232-50 BLOT 16 TOGETHER WITH1/2 VAC PORTION OFNE 26 AVE ABUT LOT 16BLK 4
12	494224010620	PIPES,JEFFREY D & DYE,DONALD JR,DYE,RUTH	2601 NE 33 ST	FORT LAUDERDALE	FL	33306		CORAL RIDGE GALT ADD NO 232-50 BLOT 1 BLK 6
13	494224010630	O'CONNOR,MICHAEL E & SHARON S	2609 NE 33 ST	FORT LAUDERDALE	FL	33306	1515	CORAL RIDGE GALT ADD NO 232-50 BLOT 2 BLK 6
14	494224010640	BORBON RICARDORUIZ,DON D	2617 NE 33 ST	FORT LAUDERDALE	FL	33306		CORAL RIDGE GALT ADD NO 232-50 BLOT 3 BLK 6
15	494224010750	THIES,NANCY H/ETHIES,WILLIAM F JR	2616 NE 34 ST	FORT LAUDERDALE	FL	33306	1518	CORAL RIDGE GALT ADD NO 232-50 BLOT 14 BLK 6
16	494224010760	FUCHS,JAMES M & ANN R	2608 NE 34 ST	FORT LAUDERDALE	FL	33306	1518	CORAL RIDGE GALT ADD NO 232-50 BLOT 15 BLK 6
17	494224010770	MASEDUNSKATE,ASTAMASEDUNSKAS,ALGIRDAS	160 E 22 ST 9E	NEW YORK	NY	10010		CORAL RIDGE GALT ADD NO 232-50 BLOT 16 BLK 6
18	494224010820	2601-2603 DUPLEX LLC GRANT,NORMAN & LINDANORMAN & LINDA	500 WESTOVER DR #3894	SANFORD	NC	27330		CORAL RIDGE GALT ADD NO 232-50 BLOT 1 BLK 8
19	494224010830	GRANT LIV TR	2609 NE 34 ST	FORT LAUDERDALE	FL	33306	1517	CORAL RIDGE GALT ADD NO 232-50 BLOT 2 BLK 8

A	B	C	D	E	F	G	H
20	494224020010 CORAL RIDGE SHOPPING CENTER TR% GUMBERG ASSET MGMT	3200 N FEDERAL HWY	FORT LAUDERDALE	FL	33306	1062	CORAL RIDGE GALT ADD NO 2 RESUBOF PORTION 36-15 BTRACT A LESS N 31 OF S 506 OF W 21.5 OF E 66 & LESS BEG ATINTER FED HWY & OAKLAND,NW 400ALG FED HWY E R/W,NE 56 TO POB,CONT NE 100,NW 100,SW 100,SE 100TO POB LESS POR K/A TARGET TRACT
21	494224020011 CITY OF FORT LAUDERDALE	100 N ANDREWS AVE	FORT LAUDERDALE	FL	33301		CORAL RIDGE GALT ADD NO 2 RESUBOF PORTION 36-15 BTRACT A N 31 OF S 506 OF W 21.5OF E 66
22	494224020020 3300 N FEDERAL LLC% WILLIAM J ROTELLA	3300 N FEDERAL HWY STE 200	FORT LAUDERDALE	FL	33306	1000	CORAL RIDGE GALT ADD NO 2 RESUBOF PORTION 36-15 BBEG INTER FED HWY & OAKLAND PKBLVD,NW 400 ALG FED HWY R/W,NE 56 TO POB,CONT NE 100,NW 100,SW 100,SE 100 TO POB
23	494224020030 GUMBERG,STANLEY R TR/T-1 63% PROP TAX DEPT TPN-0950	PO BOX 9456	MINNEAPOLIS	MN	55440	9456	CORAL RIDGE COUNTRY CLUB SUB36- 30 BLOT 1 BLK V
24	494224074220 ANNE MARIE MERETSKY REV TRMERETSKY,ANNE MARIE TRSTEE	4560 W TRADEWINDS AVE	LAUDERDALE BY THE SEA	FL	33308		
25	494224110010 CORAL RIDGE SHOPPING CENTER TR% GUMBERG ASSET MGMT	3200 N FEDERAL HWY	FORT LAUDERDALE	FL	33306	1062	CORAL RIDGE PLAZA 53-20 BLK 1
26	494224150010 ROUND CORNER LLCBRICKBOX OAKLAND PARK LLC	2605 N ATLANTIC BLVD	FORT LAUDERDALE	FL	33308		NASSAU POINT 58-2 BLOT 1
27	494224150020 BRICKBOX OAKLAND PARK LLCORNER US 1 LLC	3101 N FEDERAL HWY SUITE 101	FORT LAUDERDALE	FL	33306		NASSAU POINT 58-2 BLOT 2,3 & 4 2611 OAKLAND PLAT 178-196 BTRACT A
28	494224220010 2611 EAST OAKLAND PARK LLC	901 PONCE DE LEON BLVD STE 204	CORAL GABLES	FL	33134		CORAL RIDGE GALT ADDITION NO 131-37 B, OCEAN RIDGE 27-45 B,CORAL RIDGE PROPERTIES 28-8 BFOR OAKLAND PARK BLVD
29	494225000080 FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	CORAL RIDGE GALT ADDITION NO 131-37 B, CORAL RIDGE PROPERTIES28-8 BPOR NORTH FEDERAL HIGHWAY ASDEDICATED PER PLATS
30	494225000090 FLORIDA DEPT OF TRANSPORTATIONOFFICE OF RIGHT OF WAY	3400 W COMMERCIAL BLVD	FORT LAUDERDALE	FL	33309	3421	

	A	B	C	D	E	F	G	H
31	494225040011	PUBLIC LAND% CITY OF FORT LAUDERDALE	100 N ANDREWS AVE	FORT LAUDERDALE	FL	33301		CORAL RIDGE GALT ADD NO 131-37 BROAD RIGHT OF WAYS DEDICATED PERPLAT LESS VACATED PORTIONS ININST #114703487
32	494225045080	BERKLEY GROUP INC	2626 E OAKLAND PARK BLVD STE 100	FORT LAUDERDALE	FL	33306	1615	CORAL RIDGE GALT ADD NO 131-37 BPOR OF LOTS 2,3,4 & 5 OF BLK 65DESC AS COMM AT PT ON S/L 10INCHES E OF SW COR OF LOT 5 TOPOB,N 150.13,E 79.13,E 20.87,N50,E 199.17,S 50,E 80,S 150,W379.17 TO POB TOG WITH LOTS 2 &3 BLK 64
33	494225045100	SOUTHERN BELL TEL & TEL COTAX ADMIN OFF % BELL SOUTH CORP	1010 PINE, 9E-L-01	ST LOUIS	MO	63101		CORAL RIDGE GALT ADD NO 131-37 BLOT 5 W 10 INCHES LESS N 50FOR ST,6 LESS N 50 FOR ST,7 E 80 LESS N 50 FOR ST BLK 65
34	494225045120	2502 BUILDING LLC	2502 E OAKLAND PARK BLVD	FORT LAUDERDALE	FL	33306	1601	CORAL RIDGE GALT ADD NO 131-37 BLOT 7 LESS E 80 & LESS N 50 FORST,8 LESS N 50 FOR ST BLK 65
35	494225080010	CORAL SHOPPING CENTER INC	2132 E OAKLAND PARK BLVD	FORT LAUDERDALE	FL	33306	1109	CORAL SHOPPING CENTER 29-30 BPARCEL A
36	494225080190	489 PROPERTIES LLCGBJ REALTY LLC	2020 MCDONALD AVE	BROOKLYN	NY	11223		CORAL SHOPPING CENTER 29-30 BLOT 23
37	494225080200	489 PROPERTIES LLCGBJ REALTY LLC	2020 MCDONALD AVE	BROOKLYN	NY	11223		CORAL SHOPPING CENTER 29-30 BLOT 24
38	494225080201	489 PROPERTIES LLCGBJ REALTY LLC	2020 MCDONALD AVE	BROOKLYN	NY	11223		CORAL SHOPPING CENTER 29-30 BLOT 25
39	494225080210	PROLUX US INC	310 SE 5 TER	POMPAÑO BEACH	FL	33060		CORAL SHOPPING CENTER 29-30 BLOT 26
40	494225080220	489 PROPERTIES LLCGBJ REALTY LLC JOSEPH CARLO PASTURA TRPASTURA,JOSEPH CARLO TRSTEE	2020 MCDONALD AVE	BROOKLYN	NY	11223		CORAL SHOPPING CENTER 29-30 BLOT 28
41	494225080230	489 PROPERTIES LLCGBJ REALTY LLC	4060 VINKEMULDER RD	COCONUT CREEK	FL	33073		CORAL SHOPPING CENTER 29-30 BLOT 29
42	494225080240	OPD HOLDINGS LLC	3047 N FEDERAL HWY	FORT LAUDERDALE	FL	33306		CORAL SHOPPING CENTER 29-30 BLOTS 30 & 31
43	494225080260	489 PROPERTIES LLCGBJ REALTY LLC	2020 MCDONALD AVE	BROOKLYN	NY	11223		CORAL SHOPPING CENTER 29-30 BLOT 32
44	494225190010	CORAL CORNER SHOPPING CENTER INC% ARTHUR M. DRUAK C.P.A. P.A.	3471 N FEDERAL HWY STE 600	FORT LAUDERDALE	FL	33306		CORAL CORNER SHOPPING CENTER34 17 BPARCEL A LESS BEG 93 W OF NE CORPAR A FOR POB,S 102,SW 181 TO ER/W FED HWY,N 10,NE 175,N 95E 10 TO POB
45	494225190020	CITY OF FORT LAUDERDALE	100 N ANDREWS AVE	FORT LAUDERDALE	FL	33301		CORAL CORNER SHOPPING CENTER34 17 BPARCEL B LESS W 10 OF E 103
46	494225190030	SP4 INVESTMENTS LLC	16101 EMERALD ESTATES DR #441	WESTON	FL	33331		CORAL CORNER SHOPPING CENTER34 17 BLOT 1,2
47	494225190040	HUA,ANNADIEP,BIHN TEN & HUA,LAURIS	20325 NE 15 CT	MIAMI	FL	33179		CORAL CORNER SHOPPING CENTER34 17 BLOT 3,4
48	494225190050	HUA,ANNADIEP,BIHN TEN & HUA,LAURIS	20325 NE 15 CT	MIAMI	FL	33179		CORAL CORNER SHOPPING CENTER34 17 BLOT 5
49	494225190060	ROSELLI HOLDINGS VII LLC	3471 N FEDERAL HWY SUITE 600	FORT LAUDERDALE	FL	33306		CORAL CORNER SHOPPING CENTER34 17 BLOT 6

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50	494225190070	GULF SOUTH FOREST PROPERTIES LLC	3038 N FEDERAL HWY BLDG L	FORT LAUDERDALE	FL	33306		CORAL CORNER SHOPPING CENTER34 17 BLOT 7
51	494225190080	GULF SOUTH FOREST PROD INC OAKLAND CORNER CENTER LLC%ACCNTNG	PO BOX 39299	FORT LAUDERDALE	FL	33339		CORAL CORNER SHOPPING CENTER34 17 BLOT 8,9
52	494225190190	SOLUTIONS OF BOCA INC	25 FOREST HILLS LN	BOCA RATON	FL	33431		CORAL CORNER SHOPPING CENTER34 17 BLOTS 19 THRU 22
53	494225190200	ROSELLI HOLDINGS VI LLC	3471 N FEDERAL HWY SUITE 600	FORT LAUDERDALE	FL	33306	1052	CORAL CORNER SHOPPING CENTER34 17 BLOT 23 TO 27
54	494225190250	ELSA SANTINI REV TR	2820 N ATLANTIC BLVD	FORT LAUDERDALE	FL	33308	7574	CORAL CORNER SHOPPING CENTER34 17 BLOT 28
55	494225190260	L&M ASSOCIATES FL II LLC	299 OCEAN BLVD	GOLDEN BEACH	FL	33160		CORAL CORNER SHOPPING CENTER34 17 BLOT 29,30
56	494225190270	CORAL CORNER DEVELOPMENT INCDDCTD PUBLIC % CITY OF FORT LAUD	100 N ANDREWS AVE	FORT LAUDERDALE	FL	33301		CORAL CORNER SHOPPING CENTER34 17 BALLEYS & PARKING AREA AREDEDICATED TO THE PERPETUAL USEOF THE PUBLIC



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E GARBAND PARK BLVD  
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NE 28TH AVE

NE 26TH AVE

NE 30TH PL

NE 32ND ST

NE 33RD ST

NE 34TH ST

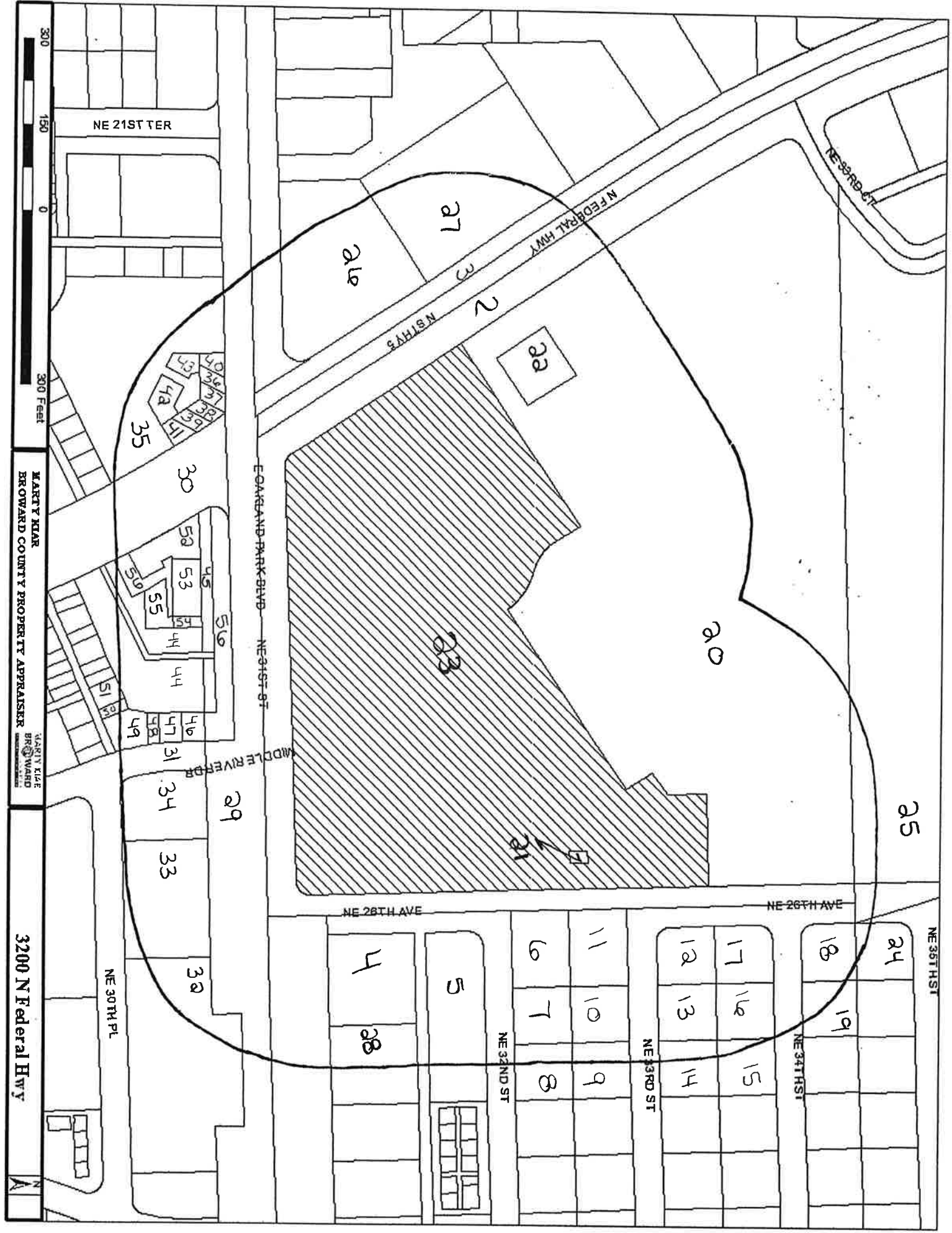
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KARLY KIAR  
BROWARD COUNTY PROPERTY APPRAISER  
KARLY KIAR  
BROWARD COUNTY

3200 N Federal Hwy





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MARTY KIRK  
BROWARD COUNTY PROPERTY APPRAISER

MARTY KIRK  
BROWARD COUNTY PROPERTY APPRAISER

3200 N Federal Hwy

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TO: WHOM IT MAY CONCERN  
FROM: ANDREW D. GUMBERG, TRUSTEE  
RE: CORAL RIDGE MALL, FORT LAUDERDALE, FLORIDA  
("the Center")  
DATE: July 10, 2020

Gumberg Asset Management Corp. is the managing agent for Andrew D. Gumberg, Trustee, the owner of the Center (the "Owner").

This will confirm that (a) Target Corporation, a Minnesota corporation, f/k/a Dayton Hudson Corporation ("Target") has a lease for a parcel of space (the "Target Parcel") at the Center (the "Lease"), (b) on behalf of the Owner, we have no objection to Barbara A. Hall of the law firm of Greenberg Traurig, P.A., to act as agent in filing and processing a variance application for the Target Parcel to allow the temporary placement of storage containers in the parking lot of the Target Parcel during the last quarter of each year.

Very truly yours,

ANDREW D. GUMBERG, TRUSTEE  
BY: GUMBERG ASSET MANAGEMENT CORP., AS  
MANAGING AGENT

By:   
Robert E. Howard, Vice President

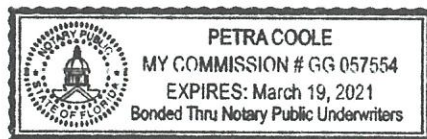
Sworn to and subscribed before me this 10th day of July 2020.



Notary Public  
State of Florida At Large

My Commission Expires:

[Notarial Seal]



**CHICAGO TITLE INSURANCE COMPANY**

13800 NW 14<sup>th</sup> Street, Suite 190, Sunrise, Florida 33323

CHICAGO TITLE INSURANCE COMPANY does hereby certify that it has caused to be Searched the Public Records of Broward County, Florida, as to the lands described herein through July 1, 2020 at 11:00 p.m., and found the following

<u>INSTRUMENT</u>	<u>FILED</u>	<u>BOOK/PAGE</u>
1. SPECIAL WARRANTY DEED From Morton Aronson and Evelyn Aronson a/k/a Evelyn H. Aronson, husband and wife, et al, to Stanley R. Gumberg, as Trustee under the Trust Agreement, dated December 1, 1984, known as The Coral Ridge Shopping Center Trust.	December 21, 1984	12214/910
2. CORRECTIVE DEED From Morton Aronson and Evelyn Aronson, a/k/a Evelyn H. Aronson, husband and wife, et al, to Stanley R. Gumberg, as Trustee under the Trust Agreement, dated December 1, 1984, known as The Coral Ridge Shopping Center Trust.	May 1, 1985	12508/409
3. SPECIAL WARRANTY DEED From Richard J. Bortnick, single, and Glenn E. Bortnick and Barbara W. Bontnick, his wife, to Stanley R. Gumberg, as Trustee under the Trust Agreement, dated December 1, 1984, known as The Coral Ridge Shopping Center Trust.	May 28, 1985	12565/559
4. QUIT-CLAIM DEED From David Abrams and Robin Stewart-Abrams, his wife, to Stanley R. Gumberg, as Trustee under the Trust Agreement, dated December 1, 1984, known as The Coral Ridge Shopping Center Trust.	September 23, 1985	12841/562
5. QUIT-CLAIM DEED From Robert Morris and Susan Morris, his wife, to Stanley R. Gumberg, as Trustee under the Trust Agreement, dated December 1, 1984, known as The Coral Ridge Shopping Center Trust.	October 14, 1985	12891/165
6. QUIT-CLAIM DEED From Shelley DeMarco and Francis Michael DeMarco, her husband, to Stanley R. Gumberg, as Trustee under The Trust Agreement, dated December 1, 1984, known as The Coral Ridge Shopping Center Trust.	November 6, 1985	12948/95
7. QUIT-CLAIM DEED From Helen Jacobs and Milton Jacobs, her husband, to Stanley R. Gumberg, as Trustee under The Trust Agreement, dated December 1, 1984, known as The Coral Ridge Shopping Center Trust.	November 15, 1985	12972/639
8. QUIT-CLAIM DEED From Joan Kelsey, a single person, to Stanley R. Gumberg, as Trustee under The Trust Agreement, dated December 1, 1984, known as The Coral Ridge Shopping Center Trust.	November 15, 1985	12972/642
9. DEED From Warren Shapera, Trustee, and Individually, to Stanley R. Gumberg, as Trustee under The Trust Agreement, dated December 1, 1984, known as The Coral Ridge Shopping Center Trust.	December 2, 1986	13946/102



**CHICAGO TITLE INSURANCE COMPANY**

13800 NW 14<sup>th</sup> Street, Suite 190, Sunrise, Florida 33323

**This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.**

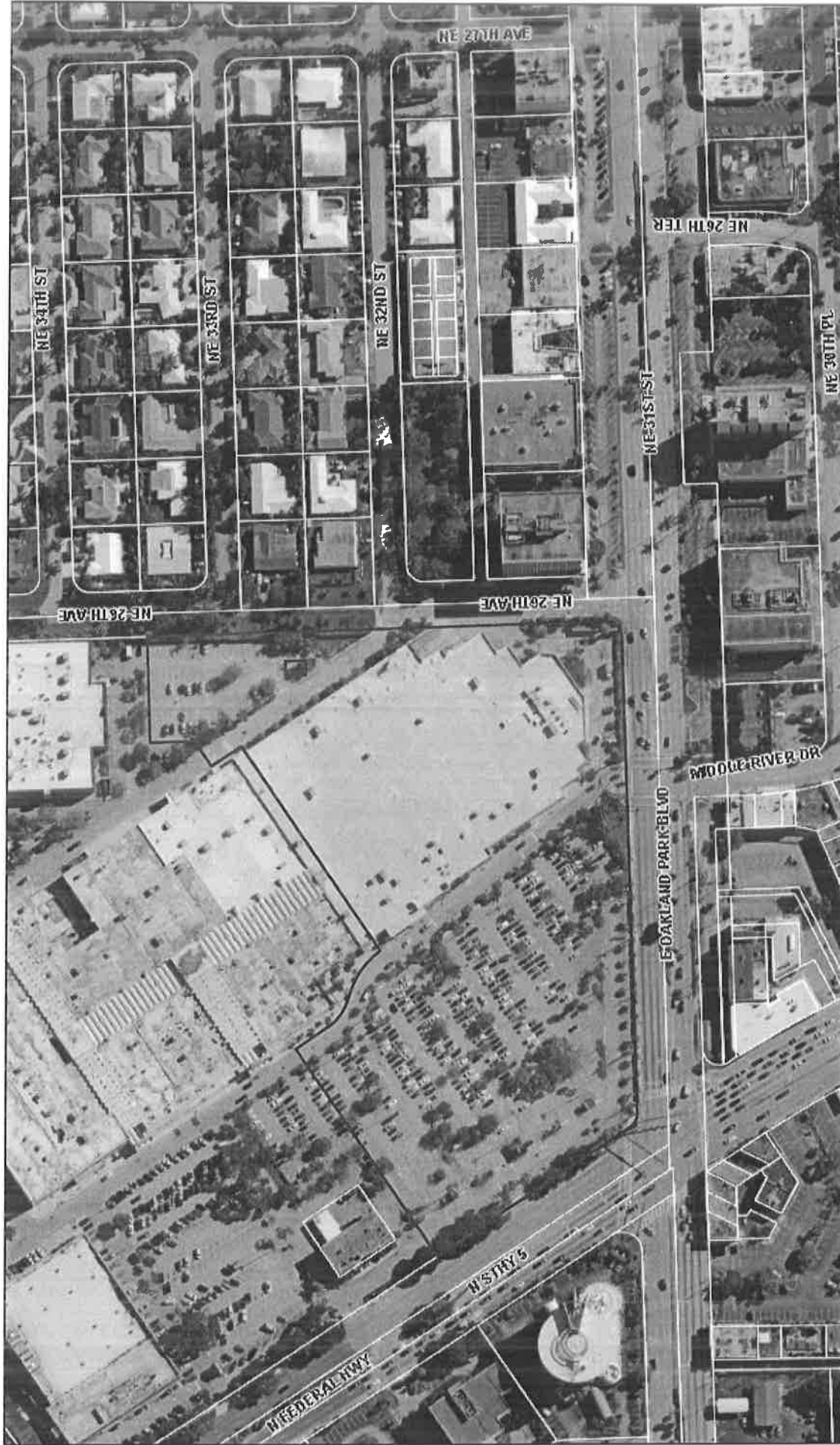
CHICAGO TITLE INSURANCE COMPANY

By: *James Barfield* (PMF)  
Authorized Signatory  
Date: July 8, 2020

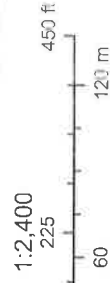


Property Id: 494224020030

\*\*Please see map disclaimer



July 7, 2020



④  
5700  
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Prepared by: George Hoffman, Esq.  
Goldberg & Kamin  
1408 Law & Finance Bldg.  
Pittsburgh, Pa. 15219

84-433362

SPECIAL WARRANTY DEED

RETURN TO  
COMMERCIAL TITLE CO.  
TITLE INSURANCE CO.  
2200 MARKET ST.  
PITTSBURGH, PA.

(11-482,527)

THIS DEED is executed on the 18th day of December, 1984, as follows:

MORTON ARONSON and EVELYN ARONSON, a/k/a  
EVELYN H. ARONSON, husband and wife  
ALLAN S. APTER, a/k/a ALLEN APTER, Not married  
JOSEPH H. APTER and JODI G. APTER, husband and wife  
LINDA CAROL APTER, not married  
MARCELLA APTER, a/k/a MARCELLA M. APTER  
PHILIP BASKIN and PHYLLIS BASKIN, husband and wife  
BARBARA A. BERMAN and HOWARD J. BERMAN, wife and husband  
LOIS BLOOM and DANIEL BLOOM, wife and husband  
KENNETH S. BRAND and ROBERT N. BRAND, SURVIVING TRUSTEES  
UNDER A DEED OF TRUST FROM ANN BRAND, DATED DECEMBER 15, 1975  
RICHARD S. BRAND, a/k/a S. RICHARD BRAND  
B. LEONARD BRODY and ANITA R. BRODY, husband and wife  
SYLVIA D. BRODY and LOUIS B. BRODY, husband and wife  
ALLAN BROFF, a/k/a ALLEN BROFF, and JANE BROFF, husband and wife  
SIDNEY N. BUSIS and SYLVIA A. BUSIS, husband and wife  
CAROLE BORTNICK HERSHORIN, formerly CAROLE BORTNICK, TRUSTEE,  
IN TRUST FOR GLENN E. BORTNICK and RICHARD J. BORTNICK  
STANLEY H. BUSHKOFF and LINDA L. BUSHKOFF, husband and wife  
MILTON BILDER and SHIRLEY M. BILDER, husband and wife  
PAUL BERGER and MARILYN BERGER, husband and wife  
CHARLES M. COFFEY and BARBARA A. COFFEY, husband and wife  
LEONARD M. COHEN, M. D. and ELINOR B. COHEN, husband and wife  
MALKAH COHEN and MELVIN L. COHEN, wife and husband  
REBECCA COLEMAN, Widow and not remarried  
ARTHUR K. COOK and MAXINE COOK, husband and wife; SHEILA  
REICHER and ZELL REICHER, wife and husband; and ARLENE  
SHEINBART and LEONARD SHEINBART, wife and husband;  
DEWISEES UNDER THE LAST WILL AND TESTAMENT AND ESTATE  
OF LILLIAN COOK, DECEASED  
BEVERLY S. DAVIS and DAVID B. DAVIS, wife and husband  
BERNARD ELINOFF and ESTHER ELINOFF, husband and wife  
MAX ELINOFF, Single  
SARA LYNN ELINOFF, Single  
YETTA ELINOFF, TRUSTEE AND/OR CUSTODIAN FOR SARA LYNN ELINOFF  
SAUL ELINOFF and YETTA ELINOFF, husband and wife  
WILLIAM HYMAN ELINOFF, a/k/a WILLIAM H. ELINOFF, and  
PAULA E. ELINOFF, husband and wife  
EUGENE D. ERENRICH and DOROTHY ERENRICH, husband and wife  
HERMAN FINEBERG and REBECCA FINEBERG, husband and wife;  
ARTHUR SONNENKLAR and FLORITA SONNENKLAR, husband  
and wife; ELIEZER ROSENTHAL and MYRNA JOY ROSENTHAL,  
husband and wife  
ROBERT M. FLAM and DALE L. FLAM, husband and wife  
RONALD B. FLAM and MARILYN SUE FLAM, husband and wife  
MURIEL LOWY FLEISHMAN and ROBERT J. FLEISHMAN, wife and husband

45 has been paid  
in full for recording fee  
of \$10.00 by  
11/21/84 [Signature] Deputy

Pursuant to Rule No. 12B-4.14 (2)(b), this transfer is not subject to documentary stamps in that it is a transfer to a trustee which is not pursuant to a sale.

84 DEC 21 PM 2:55

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ISADORE GERBER and RUTH P. GERBER, husband and wife  
 HERMAN A. GORDON, a/k/a HERMAN GORDON, and GERALDINE V.  
 GORDON, a/k/a GERALDINE GORDON, husband and wife  
 NORMAN A. GREEN, TRUSTEE OF THE HARRY EPSTEIN IRREVOCABLE  
 TRUST OF JANUARY 1, 1979  
 LEWIS A. HAZEN and KATHERINE K. HAZEN, husband and wife  
 ARNOLD HORELICK and DOROTHY HORELICK, husband and wife  
 SAUL ELINOFF, YETTA ELINOFF and LOIS E. RUBIN, TRUSTEES OF THE  
 HYMAN FAMILY FOUNDATION  
 JOSEPH HYMAN and REBECCA HYMAN, husband and wife  
 VIVIAN S. HYMAN, Widow and not remarried, formerly  
 VIVIAN SILVERBERG  
 IRVING R. ISAACS and MARTHA H. ISAACS, husband and wife  
 MURRAY KLEIN and PATRICIA KLEIN, husband and wife  
 MARY H. KLINGENSMITH, Widow and not remarried  
 ANNE KRIEGER and LOUIS KRIEGER, wife and husband  
 CLIFFORD KROBOT and ANN KROBOT, a/k/a ANNE KROBOT,  
 husband and wife  
 WILLIAM KROBOT and CLOTILDE KROBOT, husband and wife  
 JACOB KUSHNER AND BETTY KUSHNER, husband and wife  
 MORRIS KUSHNER and MILDRED KUSHNER, husband and wife  
  
 BENNARD T. LEONELLI and JOYCE LEONELLI, husband and wife  
 ALEXANDER LOWY, JR. and SYLVIA S. LOWY, husband and wife  
 ALAN MARCUS and BETTY JANE MARCUS, husband and wife  
 J. ROBERT MAXWELL and MARION R. MAXWELL, husband and wife  
 JACK A. MEYERS, EXECUTOR OF THE ESTATE OF LOUIS MEYERS, DECEASED  
 HERMAN B. MOGERMAN and LIBBI S. MOGERMAN, a/k/a LIBBIE S.  
 MOGERMAN, husband and wife  
 PAULINE MORAVITZ, Widow and not remarried  
 LEON L. NETZER, not married  
 ALBERT NORD and GAIL NORD, husband and wife  
 IVAN J. NOVICK, Widower and not remarried  
 ELMER W. PLOWEY and SUSAN PLOWEY, husband and wife  
 DAVID J. REGENSTEIN and PEARL REGENSTEIN, husband and wife  
 BEN ROFEY and GOLDIE B. ROFEY, husband and wife  
 DOROTHY S. ROSEN, a/k/a DOROTHY ROSEN, and MORRIS ROSEN,  
 wife and husband  
 ROGER C. ROSENFELD, a/k/a ROGER ROSENFELD, not married,  
 as an individual, and Trustee under the Residuary Trust  
 created by the Last Will and Testament of Yetta Rosenfeld,  
 deceased  
 SAMUEL ROSENFELD, EXECUTOR OF THE ESTATE OF YETTA  
 ROSENFELD, DECEASED  
 LOUISE C. ROTH, a/k/a LOUISE S. ROTH, and SAMUEL B. ROTH,  
 wife and husband  
 LOIS E. RUBIN and IRA J. RUBIN, wife and husband  
 LOIS E. RUBIN, TRUSTEE FOR BETH CARA RUBIN, a minor  
 LOIS E. RUBIN, TRUSTEE FOR JOEL MARTIN RUBIN, a/k/a  
 JOEL M. RUBIN, a minor

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MOREL SCHWARTZ and ZIVA A.de SCHWARTZ, husband and wife  
CHARLES S. MERWITZER, TRUSTEE UNDER THE WILL OF  
FANNIE SCHOENBRUN, DECEASED  
WARREN SHAPERA, TRUSTEE FOR ROSE L. SHAPERA  
BENNETT M. SEIGEL and RUTH SEIGEL, husband and wife  
RICHARD F. SEIGEL and NICKIE SEIGEL, husband and wife  
DR. JERRY D. SILVERMAN, a/k/a JERRY D. SILVERMAN, and  
PHYLLIS G. SILVERMAN, husband and wife  
SIDNEY SINGER and DORIS SINGER, husband and wife  
MAREN MARCUS SNIDERMAN and HOWARD I. SNIDERMAN,  
wife and husband  
IDA SIFF, Widow and not remarried  
BARBARA MORGAN SPIEGELMAN and STANLEY R. SPIEGELMAN,  
wife and husband  
WILLIAM STARK and PEARLE STARK, wife and husband; and  
WILLIAM STARK and ANNE F. ADLER, CO-EXECUTORS OF THE  
ESTATE OF JULIA STARK, DECEASED  
TWENTY FIRST STREET ASSOCIATES (#2),  
a Pennsylvania Limited Partnership  
PEARL VINOCCUR, a/k/a PEARL G. VINOCCUR, widow and not remarried  
WALNUT STREET DEVELOPMENT CO., a Pennsylvania corporation,  
also known as WALNUT STREET DEVELOPMENT COMPANY  
FRED G. WEINSTOCK and RENEE WEINSTOCK, husband and wife  
DR. GERALD H. WEINER, a/k/a GERALD H. WEINER, and  
NAOMI J. WEINER, husband and wife  
GARY S. WEINSTEIN, a/k/a GARY WEINSTEIN, and LOIS F.  
WEINSTEIN, husband and wife  
SAMUEL WEINSTEIN and CAROL WEINSTEIN, husband and wife  
ROBERT B. WEINSTEIN, a/k/a ROBERT WEINSTEIN, and  
ROBIN S. WEINSTEIN, husband and wife  
PHYLLIS WEIXELBAUM, not married  
SAUL ELINOFF, JOSEPH HYMAN AND HERMAN B. MOGERMAN, TRUSTEES  
OF THE WEST PENN REALTY COMPANY EMPLOYEE'S PROFIT SHARING PLAN  
IDA ROSENTHAL, Widow and not remarried  
WEST PENN REALTY COMPANY, a Pennsylvania corporation

AS THEIR INTERESTS MAY APPEAR,

("Grantors")

A N D

STANLEY R. GUMBERG, as Trustee under the Trust Agreement, dated  
December 1, 1984, known as The Coral Ridge Shopping Center Trust,

c/o J. J. Gumberg Company, Brinton Executive Center,  
1051 Brinton Road, Pittsburgh, PA., 15221,

("Grantee")

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WITNESSETH:

That the said Grantors, for themselves, and their heirs, personal representatives, successors and assigns, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by said Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, transfer, sell, remise and release unto said Grantee forever, and its successors and assigns, all of the right, title, interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, described as follows:

Commencing at the Southwest corner of said Tract "A", said point being the intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard; thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A", a distance of 56 feet to the Point of Beginning; thence continuing North-easterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90° a distance of 100 feet; thence Southwesterly, making an included angle of 90° a distance of 100 feet; thence Southeasterly, making an included angle of 90° a distance of 100 feet to the Point of Beginning.

AND

ALL of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, recorded in Plat Book 53, Page 20, of the Public Records of Broward County, Florida.

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

(herein called "Real Property").

It is the intention of this Deed to vest fee title in the Trustee, and also to provide for the orderly succession of Trustee hereunder, as follows:

(a) In the event that Stanley R. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Ira J. Gumberg shall automatically succeed as Successor Trustee to Stanley R. Gumberg. In the event that Ira J. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Lawrence N. Gumberg shall automatically succeed as Successor Trustee.

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In the event that Lawrence N. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Andrew D. Gumberg shall automatically succeed as Successor Trustee. This provision is included so as to provide a Successor Trustee hereunder.

(b) In the event of the death of any one or more of the Trustees, named in this Trust Agreement, this Trust Agreement specifically authorizes the recordation of a certified copy of the death certificate for such deceased Trustee or Trustees to be filed in the Office of the Clerk of the Circuit Court of Broward County, Florida. Upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named above, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement. In the event that any one or more of the Trustees, named herein, shall be legally declared incompetent, this Agreement specifically authorizes the recordation of a certified copy of the final adjudication of such incompetency; and upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named herein, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement.

(c) Any Trustee shall be permitted to withdraw as a Trustee, or to decline to serve, provided that such Trustee shall file in the Office of the Clerk of the Circuit Court of Broward County, Florida, a form which states that he has withdrawn, or declined to serve. Upon such recordation, the Successor Trustee, as named above, shall automatically succeed as Trustee of this Trust.

(d) In the event that all four of the persons, as named herein, for any reason shall be unable or unwilling to serve as Trustee, or continue to serve as Trustee, the Successor Trustee, in the order as named in this Trust Agreement, shall cause to be filed in said Office of Broward County, Florida, an Acceptance as Trustee of this Trust, which instrument shall simply confirm his appointment as the Successor Trustee under this Trust. However, the recordation of such Acceptance shall not be a condition precedent to the vesting of legal title to the Trust Property in such Successor Trustee.

(e) In the event that all of the Trustees, above named, shall for any reason fail to succeed as a Successor Trustee, it is agreed that the duly elected Corporate President of J. J. Gumberg Company, a Pennsylvania corporation, in office during such period when for whatever reason there is no Successor Trustee, as herein called for, shall automatically be designated as the Trustee under this Trust Agreement. Upon such election as President, the person shall execute and deliver to the Trustee and the holder of any outstanding real estate or the Trust Property, his Acceptance of such Trusteeship, on an instrument in recordable form; and such person shall cause to be filed in the said Office of Broward County, Florida, such Acceptance as a Trustee of this Trust, provided that such person shall in fact succeed as

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the Trustee hereunder. In the event that there is no such person in existence, then the proper Court of Broward County, Florida shall be authorized upon Petition of an interested party, which shall include but not be limited to the holder of any mortgage on the said Property, to designate a Successor Trustee to serve as Trustee under this Trust; and such Successor Trustee may be a corporate entity, as permitted under the laws of the State of Florida.

In addition to any and all powers, conferred by law, the Trustee who shall serve under this Indenture, shall have the following powers, which the Trustee may exercise from time to time as necessary and proper:

1. The Trustee shall take and hold the legal title to the Real Property, herein described, in accordance with the applicable provisions of Section 689.071 of the Florida Statutes in effect at the date of this instrument.
2. To mortgage the Real Property, herein described.
3. To transfer legal title to the Real Property, herein described.
4. To operate and manage the Real Property, herein described, which includes the power to lease, renew leases, sublease, grant lease options and contracts; and to grant easements and right-of-way or other covenants or charges against the said Property.
5. To make repairs, renovations and capital improvements to said Real Property.
6. To collect any and all rents and any other sums due in the course of the operation and management of said Real Property.
7. To sue or be sued as the holder of the legal title to said Real Property; and in connection therewith, to demand, negotiate, prosecute to final judgment or compromise any claim made by or against the Trustee.
8. To enjoy and possess any of the rights as granted to the Manager under that certain Co-Tenancy and Management Agreement of Coral Ridge Shopping Plaza, dated on or about October 21, 1970, and recorded in said Office of Broward County, Florida, in Volume 4336, Page 531, which Agreement is specifically incorporated herein. West Penn Realty Company, the Manager in said Agreement, does hereby subordinate any and all of its rights in such Agreement, to the Trust Provisions of this Deed.
9. In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the

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necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and is binding upon all beneficiaries under those instruments; (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary under this Deed and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

10. The Trustee shall not be required to seek by application or otherwise, and/or obtain any Court approval to exercise any power granted either by law or by this Indenture.

11. The enumeration of specific powers in this Indenture in no way shall limit any and all powers that are granted to Trustees under law.

The Grantors, for themselves, their heirs, personal representatives, successors and assigns, hereby sell, bargain, transfer and assign unto the Grantee, its successors and assigns, all of the right, title and interest of the Grantors, as the fee title owners of the Coral Ridge Shopping Center, in and to the said Co-Tenancy and Management Agreement of the Coral Ridge Shopping Plaza, dated on or about October 21, 1970, the document of which is recorded in said Office of Broward County, Florida in Volume 4336, Page 531, wherein the Grantors herein are the fee owners of the real estate, and West Penn Realty Company is the Manager thereof, together with any and all rights thereunder.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and the Grantors fully warrant the title to the said Real Property as against all persons, claiming by, through or under the Grantors, but not otherwise.

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IN WITNESS WHEREOF, the said Grantors have signed and sealed this Deed on the day and year first written above, which Grantors act by virtue of their duly authorized Attorney-in-Fact, as set forth in written Powers of Attorney, recorded or to be recorded with this Deed.

WEST PENN REALTY COMPANY,  
A Pennsylvania corporation,  
as its interests may appear

WITNESS:

David P. Luff

By

Saul Elinoff  
Saul Elinoff, President

James R. Menner

By

Joseph Hyman  
Joseph Hyman, Secretary

MORTON ARONSON and EVELYN ARONSON, a/k/a  
EVELYN H. ARONSON, husband and wife  
ALLAN S. APTER, a/k/a ALLEN APTER, Not married  
JOSEPH H. APTER and JODI G. APTER, husband and wife  
LINDA CAROL APTER, not married  
MARCELLA APTER, a/k/a MARCELLA M. APTER  
PHILIP BASKIN and PHYLLIS BASKIN, husband and wife  
BARBARA A. BERMAN and HOWARD J. BERMAN, wife and husband  
LOIS BLOOM and DANIEL BLOOM, wife and husband  
KENNETH S. BRAND and ROBERT N. BRAND, SURVIVING TRUSTEES  
UNDER A DEED OF TRUST FROM ANN BRAND, DATED DECEMBER 15, 1975  
RICHARD S. BRAND, a/k/a S. RICHARD BRAND  
B. LEONARD BRODY and ANITA R. BRODY, husband and wife  
SYLVIA D. BRODY and LOUIS B. BRODY, husband and wife  
ALLAN BROFF, a/k/a ALLEN BROFF, and JANE BROFF, husband and wife  
SIDNEY N. BUSIS and SYLVIA A. BUSIS, husband and wife  
CAROLE BORTNICK HERSHORIN, formerly CAROLE BORTNICK, TRUSTEE,  
IN TRUST FOR GLENN E. BORTNICK AND RICHARD J. BORTNICK  
STANLEY H. BUSHKOFF and LINDA L. BUSHKOFF, husband and wife  
MILTON BILDER and SHIRLEY M. BILDER, husband and wife  
PAUL BERGER and MARILYN BERGER, husband and wife  
CHARLES M. COFFEY and BARBARA A. COFFEY, husband and wife  
LEONARD M. COHEN, M. D. and ELINOR B. COHEN, husband and wife  
MALKAH COHEN and MELVIN L. COHEN, wife and husband  
REBECCA COLEMAN, Widow and not remarried  
ARTHUR K. COOK and MAXINE COOK, husband and wife; SHEILA  
REICHER and ZELL REICHER, wife and husband; and ARLENE  
SHEINBART and LEONARD SHEINBART, wife and husband;  
DEVISEES UNDER THE LAST WILL AND TESTAMENT AND ESTATE  
OF LILLIAN COOK, DECEASED

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BEVERLY S. DAVIS and DAVID B. DAVIS, wife and husband  
 BERNARD ELINOFF and ESTHER ELINOFF, husband and wife  
 MAX ELINOFF, Single  
 SARA LYNN ELINOFF, Single  
 YETTA ELINOFF, TRUSTEE AND/OR GUARDIAN FOR SARA LYNN ELINOFF  
 SAUL ELINOFF and YETTA ELINOFF, husband and wife  
 WILLIAM HYMAN ELINOFF, a/k/a WILLIAM H. ELINOFF, and  
 PAULA E. ELINOFF, husband and wife  
 EUGENE D. ERENRICH and DOROTHY ERENRICH, husband and wife  
 HERMAN FINEBERG and REBECCA FINEBERG, husband and wife;  
 ARTHUR SONNENKLAR and FLORITA SONNENKLAR, husband  
 and wife; ELIEZER ROSENTHAL and MYRNA JOY ROSENTHAL,  
 husband and wife  
 ROBERT M. FLAM and DALE L. FLAM, husband and wife  
 RONALD B. FLAM and MARILYN SUE FLAM, husband and wife  
 MURIEL LOWY FLEISHMAN and ROBERT J. FLEISHMAN, wife and husband  
 ISADORE GERBER and RUTH P. GERBER, husband and wife  
 HERMAN A. GORDON, a/k/a HERMAN GORDON, and GERALDINE V.  
 GORDON, a/k/a GERALDINE GORDON, husband and wife  
 NORMAN A. GREEN, TRUSTEE OF THE HARRY EPSTEIN IRREVOCABLE  
 TRUST OF JANUARY 1, 1979  
 LEWIS A. HAZEN and KATHERINE K. HAZEN, husband and wife  
 ARNOLD HORELICK and DOROTHY HORELICK, husband and wife  
 SAUL ELINOFF, YETTA ELINOFF and LOIS E. RUBIN, TRUSTEES OF THE  
 HYMAN FAMILY FOUNDATION  
 JOSEPH HYMAN and REBECCA HYMAN, husband and wife  
 VIVIAN S. HYMAN, Widow and not remarried, formerly  
 VIVIAN SILVERBERG  
 IRVING R. ISAACS and MARTHA H. ISAACS, husband and wife  
 MURRAY KLEIN and PATRICIA KLEIN, husband and wife  
 MARY H. KLINGENSMITH, Widow and not remarried  
 ANNE KRIEGER and LOUIS KRIEGER, wife and husband  
 CLIFFORD KROBOT and ANN KROBOT, a/k/a ANNE KROBOT,  
 husband and wife  
 WILLIAM KROBOT and CLOTILDE KROBOT, husband and wife  
 JACOB KUSHNER AND BETTY KUSHNER, husband and wife  
 MORRIS KUSHNER and MILDRED KUSHNER, husband and wife  
  
 BERNARD T. LEONELLI and JOYCE LEONELLI, husband and wife  
 ALEXANDER LOWY, JR. and SYLVIA S. LOWY, husband and wife  
 ALAN MARCUS and BETTY JANE MARCUS, husband and wife  
 J. ROBERT MAXWELL and MARION R. MAXWELL, husband and wife  
 JACK A. MEYERS, EXECUTOR OF THE ESTATE OF LOUIS MEYERS, DECEASED  
 HERMAN B. MOGERMAN and LIBBI S. MOGERMAN, a/k/a LIBBIE S.  
 MOGERMAN, husband and wife  
 PAULINE MORAVITZ, Widow and not remarried  
 LEON L. NETZER, not married  
 ALBERT NORD and GAIL NORD, husband and wife  
 IVAN J. NOVICK, Widower and not remarried  
 ELMER W. PLOWEY and SUSAN PLOWEY, husband and wife  
 DAVID J. REGENSTEIN and PEARL REGENSTEIN, husband and wife  
 BEN ROFEY and GOLDIE B. ROFEY, husband and wife

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DOROTHY S. ROSEN, a/k/a DOROTHY ROSEN, and MORRIS ROSEN,  
 wife and husband  
 ROGER C. ROSENFELD, a/k/a ROGER ROSENFELD, not married,  
 as an individual, and Trustee under the Residuary Trust  
 created by the Last Will and Testament of Yetta Rosenfeld,  
 deceased  
 SAMUEL ROSENFELD, EXECUTOR OF THE ESTATE OF YETTA  
 ROSENFELD, DECEASED  
 LOUISE G. ROTH, a/k/a LOUISE S. ROTH, and SAMUEL B. ROTH,  
 wife and husband  
 LOIS E. RUBIN and IRA J. RUBIN, wife and husband  
 LOIS E. RUBIN, TRUSTEE FOR BETH CARA RUBIN, a minor  
 LOIS E. RUBIN, TRUSTEE FOR JOEL MARTIN RUBIN, a/k/a  
 JOEL M. RUBIN, a minor  
 MOREL SCHWARTZ and VIVA A.de SCHWARTZ, husband and wife  
 CHARLES S. MERWITZER, TRUSTEE UNDER THE WILL OF  
 FANNIE SCHOENBRUN, DECEASED  
 WARREN SHAPERA, TRUSTEE FOR ROSE L. SHAPERA  
 BENNETT M. SEIGEL and RUTH SEIGEL, husband and wife  
 RICHARD F. SEIGEL and NICKIE SEIGEL, husband and wife  
 DR. JERRY D. SILVERMAN, a/k/a JERRY D. SILVERMAN, and  
 PHYLLIS G. SILVERMAN, husband and wife  
 SIDNEY SINGER and DORIS SINGER, husband and wife  
 CAREN MARCUS SNIDERMAN and HOWARD I. SNIDERMAN,  
 wife and husband  
 IDA SIFF, Widow and not remarried  
 BARBARA MORGAN SPIEGELMAN and STANLEY R. SPIEGELMAN,  
 wife and husband  
 WILLIAM STARK and PEARLE STARK, wife and husband; and  
 WILLIAM STARK and ANNE F. ADLER, CO-EXECUTORS OF THE  
 ESTATE OF JULIA STARK, DECEASED  
 TWENTY FIRST STREET ASSOCIATES (#2),  
 a Pennsylvania Limited Partnership  
 PEARL VINOCUR, a/k/a PEARL G. VINOCUR, widow and not remarried  
 WALNUT STREET DEVELOPMENT CO., a Pennsylvania corporation,  
 also known as WALNUT STREET DEVELOPMENT COMPANY  
 FRED G. WEINSTOCK and RENEE WEINSTOCK, husband and wife  
 DR. GERALD H. WEINER, a/k/a GERALD H. WEINER, and  
 NAOMI J. WEINER, husband and wife  
 GARY S. WEINSTEIN, a/k/a GARY WEINSTEIN, and LOIS F.  
 WEINSTEIN, husband and wife  
 SAMUEL WEINSTEIN and CAROL WEINSTEIN, husband and wife  
 ROBERT B. WEINSTEIN, a/k/a ROBERT WEINSTEIN, and  
 ROBIN S. WEINSTEIN, husband and wife  
 PHYLLIS WEIXELBAUM, not married  
 SAUL ELINOFF, JOSEPH HYMAN AND HERMAN B. MOGERMAN, TRUSTEES  
 OF THE WEST PENN REALTY COMPANY EMPLOYEE'S PROFIT SHARING PLAN  
 IDA ROSENTHAL, Widow and not remarried

WITNESS:

By SAUL ELINOFF, their  
 Attorney-in-Fact

*David M. Lauf*  
*James R. Mance*

*Saul Elinoff*

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ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 18 day of December, 1984, before me, a Notary Public,  
in and for said County and Commonwealth, personally appeared

MORTON ARONSON and EVELYN ARONSON, a/k/a  
EVELYN H. ARONSON, husband and wife  
ALLAN S. APTER, a/k/a ALLEN APTER, Not married  
JOSEPH H. APTER and JODI G. APTER, husband and wife  
LINDA CAROL APTER, not married  
MARCELLA APTER, a/k/a MARCELLA M. APTER  
PHILIP BASKIN and PHYLLIS BASKIN, husband and wife  
BARBARA A. BERMAN and HOWARD J. BERMAN, wife and husband  
LOIS BLOOM and DANIEL BLOOM, wife and husband  
KENNETH S. BRAND and ROBERT N. BRAND, SURVIVING TRUSTEES  
UNDER A DEED OF TRUST FROM ANN BRAND, DATED DECEMBER 15, 1975  
RICHARD S. BRAND, a/k/a S. RICHARD BRAND  
B. LEONARD BRODY and ANITA R. BRODY, husband and wife  
SYLVIA D. BRODY and LOUIS B. BRODY, husband and wife  
ALLAN BROFF, a/k/a ALLEN BROFF, and JANE BROFF, husband and wife  
SIDNEY N. BUSIS and SYLVIA A. BUSIS, husband and wife  
CAROLE BORTNICK HERSHORIN, formerly CAROLE BORTNICK, TRUSTEE,  
IN TRUST FOR GLENN E. BORTNICK AND RICHARD J. BORTNICK  
STANLEY H. BUSHKOFF and LINDA L. BUSHKOFF, husband and wife  
MILTON BILDER and SHIRLEY M. BILDER, husband and wife  
PAUL BERGER and MARILYN BERGER, husband and wife  
CHARLES M. COFFEY and BARBARA A. COFFEY, husband and wife  
LEONARD M. COHEN, M. D. and ELINOR B. COHEN, husband and wife  
MALKAH COHEN and MELVIN L. COHEN, wife and husband  
REBECCA COLEMAN, Widow and not remarried  
ARTHUR K. COOK and MAXINE COOK, husband and wife; SHEILA  
REICHER and ZELL REICHER, wife and husband; and ARLENE  
SHEINBART and LEONARD SHEINBART, wife and husband;  
DEWISEES UNDER THE LAST WILL AND TESTAMENT AND ESTATE  
OF LILLIAN COOK, DECEASED  
BEVERLY S. DAVIS and DAVID B. DAVIS, wife and husband  
BERNARD ELINOFF and ESTHER ELINOFF, husband and wife  
MAX ELINOFF, Single  
SARA LYNN ELINOFF, Single  
YETTA ELINOFF, TRUSTEE AND/OR CUSTODIAN FOR SARA LYNN ELINOFF  
SAUL ELINOFF and YETTA ELINOFF, husband and wife  
WILLIAM HYMAN ELINOFF, a/k/a WILLIAM H. ELINOFF, and  
PAULA E. ELINOFF, husband and wife  
EUGENE D. ERENDRICH and DOROTHY ERENDRICH, husband and wife  
HERMAN FINEBERG and REBECCA FINEBERG, husband and wife;  
ARTHUR SONNENKLAR and FLORITA SONNENKLAR, husband  
and wife; ELIEZER ROSENTHAL and MYRNA JOY ROSENTHAL,  
husband and wife

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ROBERT M. FLAM and DALE L. FLAM, husband and wife  
RONALD B. FLAM and MARILYN SUE FLAM, husband and wife  
MURIEL LOWY FLEISHMAN and ROBERT J. FLEISHMAN, wife and husband  
ISADORE GERBER and RUTH P. GERBER, husband and wife  
HERMAN A. GORDON, a/k/a HERMAN GORDON, and GERALDINE V.  
GORDON, a/k/a GERALDINE GORDON, husband and wife  
NORMAN A. GREEN, TRUSTEE OF THE HARRY EPSTEIN IRREVOCABLE  
TRUST OF JANUARY 1, 1979  
LEWIS A. HAZEN and KATHERINE K. HAZEN, husband and wife  
ARNOLD HORELICK and DOROTHY HORELICK, husband and wife  
SAUL ELINOFF, YETTA ELINOFF and LOIS E. RUBIN, TRUSTEES OF THE  
HYMAN FAMILY FOUNDATION  
JOSEPH HYMAN and REBECCA HYMAN, husband and wife  
VIVIAN S. HYMAN, Widow and not remarried, formerly  
VIVIAN SILVERBERG  
IRVING R. ISAACS and MARTHA H. ISAACS, husband and wife  
MURRAY KLEIN and PATRICIA KLEIN, husband and wife  
MARY H. KLINGENSMITH, Widow and not remarried  
ANNE KRIEGER and LOUIS KRIEGER, wife and husband  
CLIFFORD KROBOT and ANN KROBOT, a/k/a ANNE KROBOT,  
husband and wife  
WILLIAM KROBOT and CLOTILDE KROBOT, husband and wife  
JACOB KUSHNER and BETTY KUSHNER, husband and wife  
MORRIS KUSHNER and MILDRED KUSHNER, husband and wife

BERNARD T. LEONELLI and JOYCE LEONELLI, husband and wife  
ALEXANDER LOWY, JR. and SYLVIA S. LOWY, husband and wife  
ALAN MARCUS and BETTY JANE MARCUS, husband and wife  
J. ROBERT MAXWELL and MARION R. MAXWELL, husband and wife  
JACK A. MEYERS, EXECUTOR OF THE ESTATE OF LOUIS MEYERS, DECEASED  
HERMAN B. MOGERMAN and LIBBI S. MOGERMAN, a/k/a LIBBIE S.  
MOGERMAN, husband and wife  
PAULINE MORAVITZ, Widow and not remarried  
LEON L. NETZER, not married  
ALBERT NORD and GAIL NORD, husband and wife  
IVAN J. NOVICK, Widower and not remarried  
ELMER W. PLOWEY and SUSAN PLOWEY, husband and wife  
DAVID J. REGENSTEIN and PEARL REGENSTEIN, husband and wife  
BEN ROFEY and GOLDIE B. ROFEY, husband and wife  
DOROTHY S. ROSEN, a/k/a DOROTHY ROSEN, and MORRIS ROSEN,  
wife and husband  
ROGER C. ROSENFELD, a/k/a ROGER ROSENFELD, not married,  
as an individual, and Trustee under the Residuary Trust  
created by the Last Will and Testament of Yetta Rosenfeld,  
deceased  
SAMUEL ROSENFELD, EXECUTOR OF THE ESTATE OF YETTA  
ROSENFELD, DECEASED  
LOUISE O. ROTH, a/k/a LOUISE S. ROTH, and SAMUEL B. ROTH,  
wife and husband

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LOIS E. RUBIN and IRA J. RUBIN, wife and husband  
LOIS E. RUBIN, TRUSTEE FOR BETH CARA RUBIN, a minor  
LOIS E. RUBIN, TRUSTEE FOR JOEL MARTIN RUBIN, a/k/a  
JOEL M. RUBIN, a minor  
MOREL SCHWARTZ and VIVA A.de SCHWARTZ, husband and wife  
CHARLES S. MERWITZER, TRUSTEE UNDER THE WILL OF  
FANNIE SCHOENBRUN, DECEASED  
WARREN SHAPERA, TRUSTEE FOR ROSE L. SHAPERA  
BENNETT M. SEIGEL and RUTH SEIGEL, husband and wife  
RICHARD F. SEIGEL and NICKIE SEIGEL, husband and wife  
DR. JERRY D. SILVERMAN, a/k/a JERRY D. SILVERMAN, and  
PHYLLIS G. SILVERMAN, husband and wife  
SIDNEY SINGER and DORIS SINGER, husband and wife  
CAREN MARCUS SNIDERMAN and HOWARD I. SNIDERMAN,  
wife and husband  
IDA SIFF, Widow and not remarried  
BARBARA MORGAN SPIEGELMAN and STANLEY R. SPIEGELMAN,  
wife and husband  
WILLIAM STARK and PEARLE STARK, wife and husband; and  
WILLIAM STARK and ANNE F. ADLER, CO-EXECUTORS OF THE  
ESTATE OF JULIA STARK, DECEASED  
TWENTY FIRST STREET ASSOCIATES (#2),  
a Pennsylvania Limited Partnership  
PEARL VINOUCUR, a/k/a PEARL G. VINOUCUR, widow and not remarried  
WALNUT STREET DEVELOPMENT CO., a Pennsylvania corporation,  
also known as WALNUT STREET DEVELOPMENT COMPANY  
FRED G. WEINSTOCK and RENEE WEINSTOCK, husband and wife  
DR. GERALD H. WEINER, a/k/a GERALD H. WEINER, and  
NAOMI J. WEINER, husband and wife  
GARY S. WEINSTEIN, a/k/a GARY WEINSTEIN, and LOIS F.  
WEINSTEIN, husband and wife  
SAMUEL WEINSTEIN and CAROL WEINSTEIN, husband and wife  
ROBERT B. WEINSTEIN, a/k/a ROBERT WEINSTEIN, and  
ROBIN S. WEINSTEIN, husband and wife  
PHYLLIS WEIXELBAUM, not married  
SAUL ELINOFF, JOSEPH HYMAN AND HERMAN B. MOGERMAN, TRUSTEES  
OF THE WEST PENN REALTY COMPANY EMPLOYEE'S PROFIT SHARING PLAN  
IDA ROSENTHAL, Widow and not remarried

AS THEIR INTERESTS MAY APPEAR,

by SAUL ELINOFF, their Attorney-in-Fact, who acknowledge that he executed the foregoing Deed as Attorney-in-Fact, for the Grantors, as named herein, for the purposes therein contained, by signing the names of said Grantors by the Attorney-in-Fact.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

*Linda J. Chirieleison*  
Notary Public

My Commission Expires:  
LINDA J. CHIRIELEISON, NOTARY PUBLIC  
BRADDOCK HILLS BORO, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES APRIL 13, 1987  
Member, Pennsylvania Association of Notaries

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COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 18 day of December, 1984, before me, a Notary Public, the undersigned officer, personally appeared SAUL ELINOFF, who acknowledged himself to be the President of WEST PENN REALTY COMPANY, A Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
*Linda J. Chirilleison*  
Notary Public

My Commission Expires:  
LINDA J. CHIRILLEISON, NOTARY PUBLIC  
BRADDOCK HILLS BORO, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES APRIL 13, 1987  
Member, Pennsylvania Association of Notaries

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

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61-00-45

Prepared by: George Hoffman, Esquire  
Goldberg & Kamin  
1408 Law & Finance Center  
Pittsburgh, Pa. 15219

85-143306

ATTENTION: PL  
COMMERCIAL REAL ESTATE  
TITLE INSURANCE COMPANY  
225 S.W. 3rd AVE. (Coral Way)  
MIAMI, FLORIDA 33129  
(11-482,597)

CORRECTIVE DEED

45  
Has been paid  
in Broward County for Documentary  
Stamp Tax as required by law.  
Julia Phillips Deputy

THIS DEED is executed as of the 28th day of December, 1984, as follows:

MORTON ARONSON and EVELYN ARONSON, a/k/a  
EVELYN H. ARONSON, husband and wife  
ALLAN S. APTER, a/k/a ALLEN APTER, Not married  
JOSEPH H. APTER and JODI G. APTER, husband and wife  
LINDA CAROL APTER, not married  
MARCELLA APTER, a/k/a MARCELLA M. APTER  
PHILIP BASKIN and PHYLLIS BASKIN, husband and wife  
BARBARA A. BERMAN and HOWARD J. BERMAN, wife and husband  
LOIS BLOOM and DANIEL BLOOM, wife and husband  
KENNETH S. BRAND and ROBERT N. BRAND, SURVIVING TRUSTEES  
UNDER A DEED OF TRUST FROM ANN BRAND, DATED DECEMBER 15, 1975  
RICHARD S. BRAND, a/k/a S. RICHARD BRAND  
B. LEONARD BRODY and ANITA R. BRODY, husband and wife  
SYLVIA D. BRODY and LOUIS B. BRODY, husband and wife  
ALLAN BROFF, a/k/a ALLEN BROFF, and JANE BROFF, husband and wife  
SIDNEY N. BUSIS and SYLVIA A. BUSIS, husband and wife  
CAROLE BORTNICK HERSHORIN, formerly CAROLE BORTNICK, TRUSTEE,  
IN TRUST FOR GLENN E. BORTNICK AND RICHARD J. BORTNICK  
STANLEY H. BUSHKOFF and LINDA L. BUSHKOFF, husband and wife  
MILTON BILDER and SHIRLEY M. BILDER, husband and wife  
PAUL BERGER and MARILYN BERGER, husband and wife  
CHARLES M. COFFEY and BARBARA A. COFFEY, husband and wife  
LEONARD M. COHEN, M. D. and ELINOR B. COHEN, husband and wife  
MALKAH COHEN and MELVIN L. COHEN, wife and husband  
REBECCA COLEMAN, Widow and not remarried  
ARTHUR K. COOK and MAXINE COOK, husband and wife; SHEILA  
REICHER and ZELL REICHER, wife and husband; and ARLENE  
SHEINBART and LEONARD SHEINBART, wife and husband;  
DEWISEES UNDER THE LAST WILL AND TESTAMENT AND ESTATE  
OF LILLIAN COOK, DECEASED  
BEVERLY S. DAVIS and DAVID B. DAVIS, wife and husband  
BERNARD ELINOFF and ESTHER ELINOFF, husband and wife  
MAX ELINOFF, Single  
SARA LYNN ELINOFF, Single  
YETTA ELINOFF, TRUSTEE AND/OR GUARDIAN FOR SARA LYNN ELINOFF  
SAUL ELINOFF and YETTA ELINOFF, husband and wife  
WILLIAM HYMAN ELINOFF, a/k/a WILLIAM H. ELINOFF, and  
PAULA E. ELINOFF, husband and wife  
EUGENE D. ERENRICH and DOROTHY ERENRICH, husband and wife  
HERMAN FINEBERG and REBECCA FINEBERG, husband and wife;  
ARTHUR SONNENKLAR and FLORITA SONNENKLAR, husband  
and wife; ELIEZER ROSENTHAL and MYRNA JOY ROSENTHAL,  
husband and wife

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ROBERT M. FLAM and DALE L. FLAM, husband and wife  
 RONALD B. FLAM and MARILYN SUE FLAM, husband and wife  
 MURIEL LOWY FLEISHMAN and ROBERT J. FLEISHMAN, wife and husband  
 ISADORE GERBER and RUTH P. GERBER, husband and wife  
 HERMAN A. GORDON, a/k/a HERMAN GORDON, and GERALDINE V.  
 GORDON, a/k/a GERALDINE GORDON, husband and wife  
 NORMAN A. GREEN, TRUSTEE OF THE HARRY EPSTEIN IRREVOCABLE  
 TRUST OF JANUARY 1, 1979  
 LEWIS A. HAZEN and KATHERINE K. HAZEN, husband and wife  
 ARNOLD HORELICK and DOROTHY HORELICK, husband and wife  
 SAUL ELINOFF, YETTA ELINOFF and LOIS E. RUBIN, TRUSTEES OF THE  
 HYMAN FAMILY FOUNDATION  
 JOSEPH HYMAN and REBECCA HYMAN, husband and wife  
 VIVIAN S. HYMAN, Widow and not remarried, formerly  
 VIVIAN SILVERBERG  
 IRVING R. ISAACS and MARTHA H. ISAACS, husband and wife  
 MURRAY KLEIN and PATRICIA KLEIN, husband and wife  
 MARY H. KLINGENSMITH, Widow and not remarried  
 ANNE KRIEGER and LOUIS KRIEGER, wife and husband  
 CLIFFORD KROBOT and ANN KROBOT, a/k/a ANNE KROBOT,  
 husband and wife  
 WILLIAM KROBOT and CLOTILDE KROBOT, husband and wife  
 JACOB KUSHNER AND BETTY KUSHNER, husband and wife  
 MORRIS KUSHNER and MILDRED KUSHNER, husband and wife  
 BERNARD T. LEONELLI and JOYCE LEONELLI, husband and wife  
 ALEXANDER LOWY, JR. and SYLVIA S. LOWY, husband and wife  
 ALAN MARCUS and BETTY JANE MARCUS, husband and wife  
 J. ROBERT MAXWELL and MARION R. MAXWELL, husband and wife  
 JACK A. MEYERS, EXECUTOR OF THE ESTATE OF LOUIS MEYERS, DECEASED  
 HERMAN B. MOGERMAN and LIBBI S. MOGERMAN, a/k/a LIBBIE S.  
 MOGERMAN, husband and wife  
 PAULINE MORAVITZ, Widow and not remarried  
 LEON L. NETZER, not married  
 ALBERT NORD and GAIL NORD, husband and wife  
 IVAN J. NOVICK, Widower and not remarried  
 ELMER W. PLOWEY and SUSAN PLOWEY, husband and wife  
 DAVID J. REGENSTEIN and PEARL REGENSTEIN, husband and wife  
 BEN ROFEY and GOLDIE B. ROFEY, husband and wife  
 DOROTHY S. ROSEN, a/k/a DOROTHY ROSEN, and MORRIS ROSEN,  
 wife and husband  
 ROGER C. ROSENFELD, a/k/a ROGER ROSENFELD, not married,  
 as an individual, and Trustee under the Residuary Trust  
 created by the Last Will and Testament of Yetta Rosenfeld,  
 deceased  
 SAMUEL ROSENFELD, EXECUTOR OF THE ESTATE OF YETTA  
 ROSENFELD, DECEASED  
 LOUISE G. ROTH, a/k/a LOUISE S. ROTH, and SAMUEL B. ROTH,  
 wife and husband  
 LOIS E. RUBIN and IRA J. RUBIN, wife and husband  
 LOIS E. RUBIN, TRUSTEE FOR BETH CARA RUBIN, a minor  
 LOIS E. RUBIN, TRUSTEE FOR JOEL MARTIN RUBIN, a/k/a  
 JOEL M. RUBIN, a minor

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MOREL SCHWARTZ and VIVA A. de SCHWARTZ, husband and wife  
CHARLES S. MERWITZER, TRUSTEE UNDER THE WILL OF  
FANNIE SCHOENBRUN, DECEASED  
WARREN SHAPERA, TRUSTEE FOR ROSE L. SHAPERA  
BENNETT M. SEIGEL and RUTH SEIGEL, husband and wife  
RICHARD F. SEIGEL and NICKIE SEIGEL, husband and wife  
DR. JERRY D. SILVERMAN, a/k/a JERRY D. SILVERMAN, and  
PHYLLIS Q. SILVERMAN, husband and wife  
SIDNEY SINGER and DORIS SINGER, husband and wife  
CAREN MARCUS SNIDERMAN and HOWARD I. SNIDERMAN,  
wife and husband  
IDA SIFF, Widow and not remarried  
BARBARA MORGAN SPIEGELMAN and STANLEY R. SPIEGELMAN,  
wife and husband  
WILLIAM STARK and PEARLE STARK, wife and husband; and  
WILLIAM STARK and ANNE F. ADLER, CO-EXECUTORS OF THE  
ESTATE OF JULIA STARK, DECEASED  
TWENTY FIRST STREET ASSOCIATES (#2),  
a Pennsylvania Limited Partnership  
PEARL VINOCUR, a/k/a PEARL G. VINOCUR, widow and not remarried  
WALNUT STREET DEVELOPMENT CO., a Pennsylvania corporation,  
also known as WALNUT STREET DEVELOPMENT COMPANY  
FRED G. WEINSTOCK and RENEE WEINSTOCK, husband and wife  
DR. GERALD H. WEINER, a/k/a GERALD H. WEINER, and  
NAOMI J. WEINER, husband and wife  
GARY S. WEINSTEIN, a/k/a GARY WEINSTEIN, and LOIS F.  
WEINSTEIN, husband and wife  
SAMUEL WEINSTEIN and CAROL WEINSTEIN, husband and wife  
ROBERT B. WEINSTEIN, a/k/a ROBERT WEINSTEIN, and  
ROBIN S. WEINSTEIN, husband and wife  
PHYLLIS WEIXELBAUM, not married  
SAUL ELINOFF, JOSEPH HYMAN AND HERMAN B. MOGERMAN, TRUSTEES  
OF THE WEST PENN REALTY COMPANY EMPLOYEE'S PROFIT SHARING PLAN  
IDA ROSENTHAL, Widow and not remarried  
WEST PENN REALTY COMPANY, a Pennsylvania corporation

AS THEIR INTERESTS MAY APPEAR,

("Grantors")

A N D

STANLEY R. GUMBERG, as Trustee under the Trust Agreement, dated  
December 1, 1984, known as The Coral Ridge Shopping Center Trust,

c/o J. J. Gumberg Company, Brinton Executive Center,  
1051 Brinton Road, Pittsburgh, PA., 15221,

("Grantee").

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WITNESSETH:

That the said Grantors, for themselves, and their heirs, personal representatives, successors and assigns, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by said Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, transfer, sell, remise and release unto said Grantee forever, and its successors and assigns, all of the right, title, interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, described as follows:

ALL of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat of said Resubdivision recorded in Plat Book 36, page 15, of the Public Records of Broward County, Florida, excepting therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A", said point being the intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard; thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A", a distance of 56 feet to the Point of Beginning; thence continuing North-easterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90° a distance of 100 feet; thence Southwesterly, making an included angle of 90° a distance of 100 feet; thence Southeasterly, making an included angle of 90° a distance of 100 feet to the Point of Beginning.

AND

ALL of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, recorded in Plat Book 53, Page 20, of the Public Records of Broward County, Florida.

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

(herein called "Real Property").

It is the intention of this Deed to vest fee title in the Trustee, and also to provide for the orderly succession of Trustee hereunder, as follows:

(a) In the event that Stanley R. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity or any other reason, then in such event Ira J. Gumberg shall automatically succeed as Successor Trustee to

Stanley R. Gumberg. In the event that Ira J. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Lawrence N. Gumberg shall automatically succeed as Successor Trustee. In the event that Lawrence N. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Andrew D. Gumberg shall automatically succeed as Successor Trustee. This provision is included so as to provide a Successor Trustee hereunder.

(b) In the event of the death of any one or more of the Trustees, named in this Trust Agreement, this Trust Agreement specifically authorizes the recordation of a certified copy of the death certificate for such deceased Trustee or Trustees to be filed in the Office of the Clerk of the Circuit Court of Broward County, Florida. Upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named above, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement. In the event that any one or more of the Trustees, named herein, shall be legally declared incompetent, this Agreement specifically authorizes the recordation of a certified copy of the final adjudication of such incompetency; and upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named herein, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement.

(c) Any Trustee shall be permitted to withdraw as a Trustee, or to decline to serve, provided that such Trustee shall file in the Office of the Clerk of the Circuit Court of Broward County, Florida, a form which states that he has withdrawn, or declined to serve. Upon such recordation, the Successor Trustee, as named above, shall automatically succeed as Trustee of this Trust.

(d) In the event that all four of the persons, as named herein, for any reason shall be unable or unwilling to serve as Trustee, or continue to serve as Trustee, the Successor Trustee, in the order as named in this Trust Agreement, shall cause to be filed in said Office of Broward County, Florida, an Acceptance as Trustee of this Trust, which instrument shall simply confirm his appointment as the Successor Trustee under this Trust. However, the recordation of such Acceptance shall not be a condition precedent to the vesting of legal title to the Trust Property in such Successor Trustee.

(e) In the event that all of the Trustees, above named, shall for any reason fail to succeed as a Successor Trustee, it is agreed that the duly elected Corporate President of J. J. Gumberg Company, a Pennsylvania corporation, in office during such period when for whatever reason there is no Successor Trustee, as herein called for, shall automatically be designated as the Trustee under this Trust Agreement. Upon such election as President, the person shall execute and deliver to the Trustee and the holder

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of any outstanding real estate or the Trust Property, his Acceptance of such Trusteeship, on an instrument in recordable form; and such person shall cause to be filed in the said Office of Broward County, Florida, such Acceptance as a Trustee of this Trust, provided that such person shall in fact succeed as the Trustee hereunder. In the event that there is no such person in existence, then the proper Court of Broward County, Florida shall be authorized upon Petition of an interested party, which shall include but not be limited to the holder of any mortgage on the said Property, to designate a Successor Trustee to serve as Trustee under this Trust; and such Successor Trustee may be a corporate entity, as permitted under the laws of the State of Florida.

In addition to any and all powers, conferred by law, the Trustee who shall serve under this Indenture, shall have the following powers, which the Trustee may exercise from time to time as necessary and proper:

1. The Trustee shall take and hold the legal title to the Real Property, herein described, in accordance with the applicable provisions of Section 689.071 of the Florida Statutes in effect at the date of this instrument.
2. To mortgage the Real Property, herein described.
3. To transfer legal title to the Real Property, herein described.
4. To operate and manage the Real Property, herein described, which includes the power to lease, renew leases, sublease, grant lease options and contracts; and to grant easements and rights-of-way or other covenants or charges against the said Property.
5. To make repairs, renovations and capital improvements to said Real Property.
6. To collect any and all rents and any other sums due in the course of the operation and management of said Real Property.
7. To sue or be sued as the holder of the legal title to said Real Property; and in connection therewith, to demand, negotiate, prosecute to final judgment or compromise any claim made by or against the Trustee.
8. To enjoy and possess any of the rights as granted to the Manager under that certain Co-Tenancy and Management Agreement of Coral Ridge Shopping Plaza, dated on or about October 21, 1970, and recorded in said Office of Broward County, Florida, in Volume 4336, page 531, which Agreement is specifically incorporated herein. West Penn Realty Company, the Manager in said Agreement, does hereby subordinate any and all of its rights in such Agreement, to the Trust Provisions of this Deed.

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9. In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and is binding upon all beneficiaries under those instruments; (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary under this Deed and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

10. The Trustee shall not be required to seek by application or otherwise, and/or obtain any Court approval to exercise any power granted either by law or by this Indenture.

11. The enumeration of specific powers in this Indenture in no way shall limit any and all powers that are granted to Trustees under law.

The Grantors, for themselves, their heirs, personal representatives, successors and assigns, hereby sell, bargain, transfer and assign unto the Grantee, its successors and assigns, all of the right, title and interest of the Grantors, as the fee title owners of the Coral Ridge Shopping Center, in and to the said Co-Tenancy and Management Agreement of the Coral Ridge Shopping Plaza, dated on or about October 21, 1970, the document of which is recorded in said Office of Broward County, Florida in Volume 4336, page 531, wherein the Grantors herein are the fee owners of the real estate, and West Penn Realty Company is the Manager thereof, together with any and all rights thereunder.

O.F.F  
REC 12508 PAGE 415

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and the Grantors fully warrant the title to the said Real Property as against all persons, claiming by, through or under the Grantors, but not otherwise.

The purpose of this Deed is to correct an error in the legal description as contained in that certain Special Warranty Deed, dated December 18, 1984, as recorded in Official Records Book Volume 1221, Pages 936 through 948, of Broward County, Florida, which Special Warranty Deed is expressly incorporated herein by reference, wherein it was intended to convey the real property, correctly described herein.

IN WITNESS WHEREOF, the said Grantors have signed and sealed this Deed on the day and year first written above, which Grantors act by virtue of their duly authorized Attorney-in-Fact, as set forth in written Powers of Attorney, previously recorded.

WEST PENN REALTY COMPANY,  
A Pennsylvania corporation,  
as its interests may appear

By Saul Elinoff  
Saul Elinoff, President

By Joseph Hyman  
JOSEPH HYMAN, Secretary

WITNESSES AS TO THE  
ABOVE SIGNATURES:

H. B. MOERTMAN  
H. B. MOERTMAN  
GEORGE H. HOFFMAN  
GEORGE H. HOFFMAN

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MORTON ARONSON and EVELYN ARONSON, a/k/a  
 EVELYN H. ARONSON, husband and wife  
 ALLAN S. APTER, a/k/a ALLEN APTER, Not married  
 JOSEPH H. APTER and JODI G. APTER, husband and wife  
 LINDA CAROL APTER, not married  
 MARCELLA APTER, a/k/a MARCELLA M. APTER  
 PHILIP BASKIN and PHYLLIS BASKIN, husband and wife  
 BARBARA A. BERMAN and HOWARD J. BERMAN, wife and husband  
 LOIS BLOOM and DANIEL BLOOM, wife and husband  
 KENNETH S. BRAND and ROBERT N. BRAND, SURVIVING TRUSTEES  
 UNDER A DEED OF TRUST FROM ANN BRAND, DATED DECEMBER 15, 1975  
 RICHARD S. BRAND, a/k/a S. RICHARD BRAND  
 B. LEONARD BRODY and ANITA R. BRODY, husband and wife  
 SYLVIA D. BRODY and LOUIS B. BRODY, husband and wife  
 ALLAN BROFF, a/k/a ALLEN BROFF, and JANE BROFF, husband and wife  
 SIDNEY N. BUSIS and SYLVIA A. BUSIS, husband and wife  
 CAROLE BORTNICK HERSHORIN, formerly CAROLE BORTNICK, TRUSTEE,  
 IN TRUST FOR GLENN E. BORTNICK AND RICHARD J. BORTNICK  
 STANLEY H. BUSHKOFF and LINDA L. BUSHKOFF, husband and wife  
 MILTON BILDER and SHIRLEY M. BILDER, husband and wife  
 PAUL BERGER and MARILYN BERGER, husband and wife  
 CHARLES M. COFFEY and BARBARA A. COFFEY, husband and wife  
 LEONARD M. COHEN, M. D. and ELINOR B. COHEN, husband and wife  
 MALKAH COHEN and MELVIN L. COHEN, wife and husband  
 REBECCA COLEMAN, Widow and not remarried  
 ARTHUR K. COOK and MAXINE COOK, husband and wife; SHEILA  
 REICHER and ZELL REICHER, wife and husband; and ARLENE  
 SHEINBART and LEONARD SHEINBART, wife and husband;  
 DEVISEES UNDER THE LAST WILL AND TESTAMENT AND ESTATE  
 OF LILLIAN COOK, DECEASED  
 BEVERLY S. DAVIS and DAVID B. DAVIS, wife and husband  
 BERNARD ELINOFF and ESTHER ELINOFF, husband and wife  
 MAX ELINOFF, Single  
 SARA LYNN ELINOFF, Single  
 YETTA ELINOFF, TRUSTEE AND/OR GUARDIAN FOR SARA LYNN ELINOFF  
 SAUL ELINOFF and YETTA ELINOFF, husband and wife  
 WILLIAM HYMAN ELINOFF, a/k/a WILLIAM H. ELINOFF, and  
 PAULA E. ELINOFF, husband and wife  
 EUGENE D. ERENRICH and DOROTHY ERENRICH, husband and wife  
 HERMAN FINEBERG and REBECCA FINEBERG, husband and wife;  
 ARTHUR SONNENKLAR and FLORITA SONNENKLAR, husband  
 and wife; ELIEZER ROSENTHAL and MYRNA JOY ROSENTHAL,  
 husband and wife  
 ROBERT M. FLAM and DALE L. FLAM, husband and wife  
 RONALD B. FLAM and MARILYN SUE FLAM, husband and wife  
 MURIEL LOWY FLEISHMAN and ROBERT J. FLEISHMAN, wife and husband  
 ISADORE GERBER and RUTH P. GERBER, husband and wife

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HERMAN A. GORDON, a/k/a HERMAN GORDON, and GERALDINE V. GORDON, a/k/a GERALDINE GORDON, husband and wife  
 NORMAN A. GREEN, TRUSTEE OF THE HARRY EPSTEIN IRREVOCABLE TRUST OF JANUARY 1, 1979  
 LEWIS A. HAZEN and KATHERINE K. HAZEN, husband and wife  
 ARNOLD HORELICK and DOROTHY HORELICK, husband and wife  
 SAUL ELINOFF, YETTA ELINOFF and LOIS E. RUBIN, TRUSTEES OF THE HYMAN FAMILY FOUNDATION  
 JOSEPH HYMAN and REBECCA HYMAN, husband and wife  
 VIVIAN S. HYMAN, Widow and not remarried, formerly VIVIAN SILVERBERG  
 IRVING R. ISAACS and MARTHA H. ISAACS, husband and wife  
 MURRAY KLEIN and PATRICIA KLEIN, husband and wife  
 MARY H. KLINGENSMITH, Widow and not remarried  
 ANNE KRIEGER and LOUIS KRIEGER, wife and husband  
 CLIFFORD KROBOT and ANN KROBOT, a/k/a ANNE KROBOT, husband and wife  
 WILLIAM KROBOT and CLOTILDE KROBOT, husband and wife  
 JACOB KUSHNER and BETTY KUSHNER, husband and wife  
 MORRIS KUSHNER and MILDRED KUSHNER, husband and wife  
 BERNARD T. LEONELLI and JOYCE LEONELLI, husband and wife  
 ALEXANDER LOWY, JR. and SYLVIA S. LOWY, husband and wife  
 ALAN MARCUS and BETTY JANE MARCUS, husband and wife  
 J. ROBERT MAXWELL and MARION R. MAXWELL, husband and wife  
 JACK A. MEYERS, EXECUTOR OF THE ESTATE OF LOUIS MEYERS, DECEASED  
 HERMAN B. MOGERMAN and LIBBI S. MOGERMAN, a/k/a LIBBIE S. MOGERMAN, husband and wife  
 PAULINE MORAVITZ, Widow and not remarried  
 LEON L. NETZER, not married  
 ALBERT NORD and GAIL NORD, husband and wife  
 IVAN J. NOVICK, Widower and not remarried  
 ELMER W. PLOWEY and SUSAN PLOWEY, husband and wife  
 DAVID J. REGENSTEIN and PEARL REGENSTEIN, husband and wife  
 BEN ROFEY and GOLDIE B. ROFEY, husband and wife  
 DOROTHY S. ROSEN, a/k/a DOROTHY ROSEN, and MORRIS ROSEN, wife and husband  
 ROGER C. ROSENFELD, a/k/a ROGER ROSENFELD, not married, as an individual, and Trustee under the Residuary Trust created by the Last Will and Testament of Yetta Rosenfeld, deceased  
 SAMUEL ROSENFELD, EXECUTOR OF THE ESTATE OF YETTA ROSENFELD, DECEASED  
 LOUISE G. ROTH, a/k/a LOUISE S. ROTH, and SAMUEL B. ROTH, wife and husband  
 LOIS E. RUBIN and IRA J. RUBIN, wife and husband  
 LOIS E. RUBIN, TRUSTEE FOR BETH CARA RUBIN, a minor  
 LOIS E. RUBIN, TRUSTEE FOR JOEL MARTIN RUBIN, a/k/a JOEL M. RUBIN, a minor  
 MOREL SCHWARTZ and VIVA A. de SCHWARTZ, husband and wife  
 CHARLES S. MERWITZER, TRUSTEE UNDER THE WILL OF FANNIE SCHOENBRUN, DECEASED

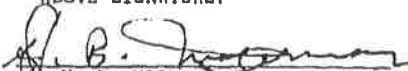

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WARREN SHAPERA, TRUSTEE FOR ROSE L. SHAPERA  
 BENNETT M. SEIGEL and RUTH SEIGEL, husband and wife  
 RICHARD F. SEIGEL and NICKIE SEIGEL, husband and wife  
 DR. JERRY D. SILVERMAN, a/k/a JERRY D. SILVERMAN, and  
 PHYLLIS Q. SILVERMAN, husband and wife  
 SIDNEY SINGER and DORIS SINGER, husband and wife  
 CAREN MARCUS SNIDERMAN and HOWARD I. SNIDERMAN,  
 wife and husband  
 IDA SIFF, Widow and not remarried  
 BARBARA MORGAN SPIEGELMAN and STANLEY R. SPIEGELMAN,  
 wife and husband  
 WILLIAM STARK and PEARLE STARK, wife and husband; and  
 WILLIAM STARK and ANNE F. ADLER, CO-EXECUTORS OF THE  
 ESTATE OF JULIA STARK, DECEASED  
 TWENTY FIRST STREET ASSOCIATES (#2),  
 a Pennsylvania Limited Partnership  
 PEARL VINOCUR, a/k/a PEARL Q. VINOCUR, widow and not remarried  
 WALNUT STREET DEVELOPMENT CO., a Pennsylvania corporation,  
 also known as WALNUT STREET DEVELOPMENT COMPANY  
 FRED Q. WEINSTOCK and RENEE WEINSTOCK, husband and wife  
 DR. GERALD H. WEINER, a/k/a GERALD H. WEINER, and  
 NAOMI J. WEINER, husband and wife  
 GARY S. WEINSTEIN, a/k/a GARY WEINSTEIN, and LOIS F.  
 WEINSTEIN, husband and wife  
 SAMUEL WEINSTEIN and CAROL WEINSTEIN, husband and wife  
 ROBERT B. WEINSTEIN, a/k/a ROBERT WEINSTEIN, and  
 ROBIN S. WEINSTEIN, husband and wife  
 PHYLLIS WEIXELBAUM, not married  
 SAUL ELINOFF, JOSEPH HYMAN AND HERMAN B. MOGERMAN, TRUSTEES  
 OF THE WEST PENN REALTY COMPANY EMPLOYEE'S PROFIT SHARING PLAN  
 IDA ROSENTHAL, Widow and not remarried

By SAUL ELINOFF, their  
 Attorney-in-Fact

  
 SAUL ELINOFF

WITNESSES AS TO THE  
 ABOVE SIGNATURE:

  
 H. B. MOGERMAN  
  
 GEORGE H. HOFFMAN

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ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

On this 28<sup>th</sup> day of December, 1984, before me, a Notary Public,  
in and for said County and Commonwealth, personally appeared

MORTON ARONSON and EVELYN ARONSON, a/k/a  
EVELYN H. ARONSON, husband and wife  
ALLAN S. APTER, a/k/a ALLEN APTER, Not married  
JOSEPH H. APTER and JODI G. APTER, husband and wife  
LINDA CAROL APTER, not married  
MARCELLA APTER, a/k/a MARCELLA M. APTER  
PHILIP BASKIN and PHYLLIS BASKIN, husband and wife  
BARBARA A. BERMAN and HOWARD J. BERMAN, wife and husband  
LOIS BLOOM and DANIEL BLOOM, wife and husband  
KENNETH S. BRAND and ROBERT N. BRAND, SURVIVING TRUSTEES  
UNDER A DEED OF TRUST FROM ANN BRAND, DATED DECEMBER 15, 1975  
RICHARD S. BRAND, a/k/a S. RICHARD BRAND  
B. LEONARD BRODY and ANITA R. BRODY, husband and wife  
SYLVIA D. BRODY and LOUIS B. BRODY, husband and wife  
ALLAN BROFF, a/k/a ALLEN BROFF, and JANE BROFF, husband and wife  
SIDNEY N. BUSIS and SYLVIA A. BUSIS, husband and wife  
CAROLE BORTNICK HERSHORIN, formerly CAROLE BORTNICK, TRUSTEE,  
IN TRUST FOR GLENN E. BORTNICK AND RICHARD J. BORTNICK  
STANLEY H. BUSHKOFF and LINDA L. BUSHKOFF, husband and wife  
MILTON BILDER and SHIRLEY M. BILDER, husband and wife  
PAUL BERGER and MARILYN BERGER, husband and wife  
CHARLES M. COFFEY and BARBARA A. COFFEY, husband and wife  
LEONARD M. COHEN, M. D. and ELINOR B. COHEN, husband and wife  
MALKAH COHEN and MELVIN L. COHEN, wife and husband  
REBECCA COLEMAN, Widow and not remarried  
ARTHUR K. COOK and MAXINE COOK, husband and wife; SHEILA  
REICHER and ZELL REICHER, wife and husband; and ARLENE  
SHEINBART and LEONARD SHEINBART, wife and husband;  
DEVISEES UNDER THE LAST WILL AND TESTAMENT AND ESTATE  
OF LILLIAN COOK, DECEASED  
BEVERLY S. DAVIS and DAVID B. DAVIS, wife and husband  
BERNARD ELINOFF and ESTHER ELINOFF, husband and wife  
MAX ELINOFF, Single  
SARA LYNN ELINOFF, Single  
YETTA ELINOFF, TRUSTEE AND/OR GUARDIAN FOR SARA LYNN ELINOFF  
SAUL ELINOFF and YETTA ELINOFF, husband and wife  
WILLIAM HYMAN ELINOFF, a/k/a WILLIAM H. ELINOFF, and  
PAULA E. ELINOFF, husband and wife  
EUGENE D. ERENDRICH and DOROTHY ERENDRICH, husband and wife  
HERMAN FINEBERG and REBECCA FINEBERG, husband and wife;  
ARTHUR SONNENKLAR and FLORITA SONNENKLAR, husband  
and wife; ELIEZER ROSENTHAL and MYRNA JOY ROSENTHAL,  
husband and wife  
ROBERT M. FLAM and DALE L. FLAM, husband and wife  
RONALD B. FLAM and MARILYN SUE FLAM, husband and wife

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MURIEL LOWY FLEISHMAN and ROBERT J. FLEISHMAN, wife and husband  
 ISADORE GERBER and RUTH P. GERBER, husband and wife  
 HERMAN A. GORDON, a/k/a HERMAN GORDON, and GERALDINE V.  
 GORDON, a/k/a GERALDINE GORDON, husband and wife  
 NORMAN A. GREEN, TRUSTEE OF THE HARRY EPSTEIN IRREVOCABLE  
 TRUST OF JANUARY 1, 1979  
 LEWIS A. HAZEN and KATHERINE K. HAZEN, husband and wife  
 ARNOLD HORELICK and DOROTHY HORELICK, husband and wife  
 SAUL ELINOFF, YETTA ELINOFF and LOIS E. RUBIN, TRUSTEES OF THE  
 HYMAN FAMILY FOUNDATION  
 JOSEPH HYMAN and REBECCA HYMAN, husband and wife  
 VIVIAN S. HYMAN, Widow and not remarried, formerly  
 VIVIAN SILVERBERG  
 IRVING R. ISAACS and MARTHA H. ISAACS, husband and wife  
 MURRAY KLEIN and PATRICIA KLEIN, husband and wife  
 MARY H. KLINGENSMITH, Widow and not remarried  
 ANNE KRIEGER and LOUIS KRIEGER, wife and husband  
 CLIFFORD KROBOT and ANN KROBOT, a/k/a ANNE KROBOT,  
 husband and wife  
 WILLIAM KROBOT and CLOTILDE KROBOT, husband and wife  
 JACOB KUSHNER AND BETTY KUSHNER, husband and wife  
 MORRIS KUSHNER and MILDRED KUSHNER, husband and wife  
 BERNARD T. LEONELLI and JOYCE LEONELLI, husband and wife  
 ALEXANDER LOWY, JR. and SYLVIA S. LOWY, husband and wife  
 ALAN MARCUS and BETTY JANE MARCUS, husband and wife  
 J. ROBERT MAXWELL and MARION R. MAXWELL, husband and wife  
 JACK A. MEYERS, EXECUTOR OF THE ESTATE OF LOUIS MEYERS, DECEASED  
 HERMAN B. MOGERMAN and LIBBI S. MOGERMAN, a/k/a LIBBIE S.  
 MOGERMAN, husband and wife  
 PAULINE MORAVITZ, Widow and not remarried  
 LEON L. NETZER, not married  
 ALBERT NORD and GAIL NORD, husband and wife  
 IVAN J. NOVICK, Widower and not remarried  
 ELMER W. PLOWEY and SUSAN PLOWEY, husband and wife  
 DAVID J. REGENSTEIN and PEARL REGENSTEIN, husband and wife  
 BEN ROFEY and GOLDIE B. ROFEY, husband and wife  
 DOROTHY S. ROSEN, a/k/a DOROTHY ROSEN, and MORRIS ROSEN,  
 wife and husband  
 ROGER C. ROSENFELD, a/k/a ROGER ROSENFELD, not married,  
 as an individual, and Trustee under the Residuary Trust  
 created by the Last Will and Testament of Yetta Rosenfeld,  
 deceased  
 SAMUEL ROSENFELD, EXECUTOR OF THE ESTATE OF YETTA  
 ROSENFELD, DECEASED  
 LOUISE G. ROTH, a/k/a LOUISE S. ROTH, and SAMUEL B. ROTH,  
 wife and husband  
 LOIS E. RUBIN and IRA J. RUBIN, wife and husband  
 LOIS E. RUBIN, TRUSTEE FOR BETH CARA RUBIN, a minor  
 LOIS E. RUBIN, TRUSTEE FOR JOEL MARTIN RUBIN, a/k/a  
 JOEL M. RUBIN, a minor  
 MOREL SCHWARTZ and VIVA A. de SCHWARTZ, husband and wife  
 CHARLES S. MERWITZER, TRUSTEE UNDER THE WILL OF  
 FANNIE SCHOENBRUN, DECEASED

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WARREN SHAPERA, TRUSTEE FOR ROSE L. SHAPERA  
BENNETT M. SEIGEL and RUTH SEIGEL, husband and wife  
RICHARD F. SEIGEL and NICKIE SEIGEL, husband and wife  
DR. JERRY D. SILVERMAN, a/k/a JERRY D. SILVERMAN, and  
PHYLLIS G. SILVERMAN, husband and wife  
SIDNEY SINGER and DORIS SINGER, husband and wife  
CAREN MARCUS SNIDERMAN and HOWARD I. SNIDERMAN,  
wife and husband  
IDA SIFF, Widow and not remarried  
BARBARA MORGAN SPIEGELMAN and STANLEY R. SPIEGELMAN,  
wife and husband  
WILLIAM STARK and PEARLE STARK, wife and husband; and  
WILLIAM STARK and ANNE F. ADLER, CO-EXECUTORS OF THE  
ESTATE OF JULIA STARK, DECEASED  
TWENTY FIRST STREET ASSOCIATES (#2),  
a Pennsylvania Limited Partnership  
PEARL VINOCUR, a/k/a PEARL G. VINOCUR, widow and not remarried  
WALNUT STREET DEVELOPMENT CO., a Pennsylvania corporation,  
also known as WALNUT STREET DEVELOPMENT COMPANY  
FRED G. WEINSTOCK and RENEE WEINSTOCK, husband and wife  
DR. GERALD H. WEINER, a/k/a GERALD H. WEINER, and  
NAOMI J. WEINER, husband and wife  
GARY S. WEINSTEIN, a/k/a GARY WEINSTEIN, and LOIS F.  
WEINSTEIN, husband and wife  
SAMUEL WEINSTEIN and CAROL WEINSTEIN, husband and wife  
ROBERT B. WEINSTEIN, a/k/a ROBERT WEINSTEIN, and  
ROBIN S. WEINSTEIN, husband and wife  
PHYLLIS WEIXELBAUM, not married  
SAUL ELINOFF, JOSEPH HYMAN AND HERMAN B. MOGERMAN, TRUSTEES  
OF THE WEST PENN REALTY COMPANY EMPLOYEE'S PROFIT SHARING PLAN  
IDA ROSENTHAL, Widow and not remarried

AS THEIR INTEREST MAY APPEAR,

by SAUL ELINOFF, their Attorney-in-Fact, who acknowledges that he executed  
the foregoing Corrective Deed as Attorney-in-Fact, for the Grantors,  
as named herein, for the purposes therein contained, by signing the names  
of said Grantors by the Attorney-in-Fact.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

*Rose Noon*

Notary Public

My Commission Expires:

By: Rose L. Noon, Notary Public  
PITTSBURGH, PENNSYLVANIA COUNTY  
My Commission Expires: 03/31/2018  
Member, Pennsylvania Association of Notaries

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**BASKIN AND STEINGUT, P.A.**  
ATTORNEYS AT LAW  
PLAZA FIVE SUITE 105  
398 CAMINO GARDENS BOULEVARD  
BOCA RATON, FLORIDA 33432

**85173963**

SPECIAL WARRANTY DEED

THIS DEED is executed on the 22nd day of February, 1985, as follows:

RICHARD J. BORTNICK, (Single); and  
GLENN E. BORTNICK and BARBARA W. BORTNICK, his wife,  
("Grantors")

A N D

STANLEY R. GUMBERG, as Trustee under the Trust Agreement, dated December 1, 1984, known as The Coral Ridge Shopping Center Trust,

c/o J. J. Gumberg Company, Brinton Executive Center,  
1051 Brinton Road, Pittsburgh, PA., 15221,

("Grantee")

WITNESSETH:

That the said Grantors, for themselves, and their heirs, personal representatives, successors and assigns, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by said Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, transfer, sell, remise and release unto said Grantee forever, and its successors and assigns, all of the right, title, interest, claim and demand which the said Grantors have in and to the following described lot, piece of parcel of land, situate, lying and being in the County of Broward, State of Florida, described as follows:

ALL of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat of said Resubdivision recorded in Plat Book 36, page 15, of the Public Records of Broward County, Florida, excepting therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A", said point being the intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard; thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A", a distance of 56 feet to the Point of Beginning; thence continuing North-easterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90° a distance of 100 feet; thence Southwesterly, making an included angle of 90° a distance of 100 feet; thence Southeasterly, making an included angle of 90° a distance of 100 feet to the Point of Beginning.

AND

ALL of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, recorded in Plat Book 53, Page 20, of the Public Records of Broward County, Florida.

Pursuant to Rule #12B-4.14(2)(b), this transfer is not subject to documentary stamps in that it is a transfer to a trustee which is not subject to a sale.



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AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida,

(herein called "Real Property").

It is the intention of this Deed to vest fee title in the Trustee, and also to provide for the orderly succession of Trustee hereunder, as follows:

(a) In the event that Stanley R. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Ira J. Gumberg shall automatically succeed as Successor Trustee to Stanley R. Gumberg. In the event that Ira J. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Lawrence N. Gumberg shall automatically succeed as Successor Trustee. In the event that Lawrence N. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Andrew D. Gumberg shall automatically succeed as Successor Trustee. This provision is included so as to provide a Successor Trustee hereunder.

(b) In the event of the death of any one or more of the Trustees, named in this Trust Agreement, this Trust Agreement specifically authorizes the recordation of a certified copy of the death certificate for such deceased Trustee or Trustees to be filed in the Office of the Clerk of the Circuit Court of Broward County, Florida. Upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named above, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement. In the event that any one or more of the Trustees, named herein, shall be legally declared incompetent, this Agreement specifically authorizes the recordation of a certified copy of the final adjudication of such incompetency; and upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named herein, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement.

(c) Any Trustee shall be permitted to withdraw as a Trustee, or to decline to serve, provided that such Trustee shall file in the Office of the Clerk of the Circuit Court of Broward County, Florida, a form which states that he has withdrawn, or declined to serve. Upon such recordation, the Successor Trustee, as named above, shall automatically succeed as Trustee of this Trust.

(d) In the event that all four of the persons, as named herein, for any reason shall be unable or unwilling to serve as Trustee, or continue to serve as Trustee, the Successor Trustee, in the order as named in

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this Trust Agreement, shall cause to be filed in said Office of Broward County, Florida, an Acceptance as Trustee of this Trust, which instrument shall simply confirm his appointment as the Successor Trustee under this Trust. However, the recordation of such Acceptance shall not be a condition precedent to the vesting of legal title to the Trust Property in such Successor Trustee.

(e) In the event that all of the Trustees, above named, shall for any reason fail to succeed as a Successor Trustee, it is agreed that the duly elected Corporate President of J. J. Gumberg Company, a Pennsylvania corporation, in office during such period when for whatever reason there is no Successor Trustee, as herein called for, shall automatically be designated as the Trustee under this Trust Agreement. Upon such election as President, the person shall execute and deliver to the Trustee and the holder of any outstanding real estate or the Trust Property, his Acceptance of such Trusteeship, on an instrument in recordable form; and such person shall cause to be filed in the said Office of Broward County, Florida, such Acceptance as a Trustee of this Trust, provided that such person shall in fact succeed as the Trustee hereunder. In the event that there is no such person in existence, then the proper Court of Broward County, Florida shall be authorized upon Petition of an interested party, which shall include but not be limited to the holder of any mortgage on the said Property, to designate a Successor Trustee to serve as Trustee under this Trust; and such Successor Trustee may be a corporate entity, as permitted under the laws of the State of Florida.

In addition to any and all powers, conferred by law, the Trustee who shall serve under this Indenture, shall have the following powers, which the Trustee may exercise from time to time as necessary and proper:

1. The Trustee shall take and hold the legal title to the Real Property, herein described, in accordance with the applicable provisions of Section 689.071 of the Florida Statutes in effect at the date of this instrument.
2. To mortgage the Real Property, herein described.
3. To transfer legal title to the Real Property, herein described.
4. To operate and manage the Real Property, herein described, which includes the power to lease, renew leases, sublease, grant lease options and contracts; and to grant easements and right-of-way or other covenants or charges against the said Property.
5. To make repairs, renovations and capital improvements to said Real Property.
6. To collect any and all rents and any other sums due in the course of the operation and management of said Real Property.

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7. To sue or be sued as the holder of the legal title to said Real Property; and in connection therewith, to demand, negotiate, prosecute to final judgment or compromise any claim made by or against the Trustee.

8. To enjoy and possess any of the rights as granted to the Manager under that certain Co-Tenancy and Management Agreement of Coral Ridge Shopping Plaza, dated on or about October 21, 1970, and recorded in said Office of Broward County, Florida, in Volume 4336, Page 531, which Agreement is specifically incorporated herein. West Penn Realty Company, the Manager in said Agreement, does hereby subordinate any and all of its rights in such Agreement, to the Trust Provisions of this Deed.

9. In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and is binding upon all beneficiaries under those instruments; (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary under this Deed and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only an interest in the earnings, avails and proceeds from that real estate as aforesaid.

10. The Trustee shall not be required to seek by application or otherwise, and/or obtain any Court approval to exercise any power granted either by law or by this Indenture.

11. The enumeration of specific powers in this Indenture in no way shall limit any and all powers that are granted to Trustees under law.

OFF 12565 PAGE 562

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and the Grantors fully warrant the title to the said Real Property as against all persons, claiming by, through or under the Grantors, but not otherwise.

IN WITNESS WHEREOF, the said Grantors have signed and sealed this Deed on the day and year first written above.

Richard J. Bortnick (SEAL)  
RICHARD J. BORTNICK  
(Single)  
\_\_\_\_\_  
(SEAL)

WITNESS AS TO ALL:

[Signature]  
[Signature]

ACKNOWLEDGMENT

STATE OF Delaware )  
COUNTY OF Delaware ) SS:

BEFORE ME, an officer duly authorized in the State and County aforesaid to take Acknowledgments, personally appeared

RICHARD J. BORTNICK (Single)

to me known to be the person(s) described in and who executed the foregoing instrument, and he/they acknowledged before me that he/they executed the same for the purposes therein contained.

WITNESS my hand and seal this 25<sup>th</sup> day of January, 1985.

[Signature]  
Notary Public

My Commission Expires:

J. MIRIAM McFADDEN, NOTARY PUBLIC  
RADNOR TOWNSHIP, DELAWARE COUNTY  
MY COMMISSION EXPIRES MARCH 31, 1988  
Member, Pennsylvania Association of Notaries

OFF 12565 PAGE 563

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and the Grantors fully warrant the title to the said Real Property as against all persons, claiming by, through or under the Grantors, but not otherwise.

IN WITNESS WHEREOF, the said Grantors have signed and sealed this Deed on the day and year first written above.

Glenn E. Bortnick (SEAL)  
GLENN E. BORTNICK

Barbara W. Bortnick (SEAL)  
BARBARA W. BORTNICK  
his wife

WITNESS AS TO ALL:

[Signature]  
[Signature]

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF SAN DIEGO COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

ACKNOWLEDGMENT

STATE OF CA. )  
COUNTY OF SANDIEGO ) SS:

BEFORE ME, an officer duly authorized in the State and County aforesaid to take Acknowledgments, personally appeared

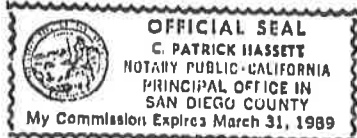
GLENN E. BORTNICK and  
BARBARA W. BORTNICK, his wife,

to me known to be the person(s) described in and who executed the foregoing instrument, and he/ther acknowledged before me that he/they executed the same for the purposes therein contained.

WITNESS my hand and seal this 29 day of April, 1985.

[Signature]  
Notary Public

My Commission Expires: 3/31/89



OFF 12565 PAGE 564

Return to Baskin v Steiner P.A.  
398 Camino Gardens  
Blvd # 105  
Boca Raton FL 33432

85-319920

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made the 17<sup>th</sup> day of June, 1985,  
between DAVID ABRAMS and ROBIN STEWART-ABRAMS, his wife,  
herein called "Grantors,"

A N D

STANLEY R. GUMBERG, AS TRUSTEE UNDER THE TRUST AGREEMENT,  
DATED DECEMBER 1, 1984, KNOWN AS THE CORAL RIDGE SHOPPING CENTER TRUST,  
c/o J. J. Gumberg Company, 1051 Brinton Road, Pittsburgh, PA 15221,  
herein called "Grantee."

0.45 has been Paid  
in Broward County for Documentary  
Stamp Tax as required by law.

WITNESSETH:

*Stanley R. Gumberg*

Deputy The Grantors, for and in consideration of the sum of ONE  
(\$1.00) DOLLAR, other good and valuable consideration, the receipt and  
sufficiency of which is acknowledged, and with the express intention  
to be legally bound, do remise, release and quit-claim unto the Grantee,  
his successors and assigns, all of the right, title and interest of  
the Grantors, in and to the Coral Ridge Shopping Center, situate  
in the State of Florida, County of Broward, a legal description of which  
is attached hereto, marked as Exhibit "A" and made a part of this deed  
by reference.

TOGETHER with all appurtenances and any and all right, title  
and interest of the Grantors in and to the Shopping Center Tenant Leases,  
and all related items.

TO HAVE AND TO HOLD all of the estate, right, title, interest,  
property, claim and demand, whatsoever, of the Grantors, to and for the  
use of the Grantee, his successors and assigns, forever.

IN WITNESS WHEREOF, the Grantors have set their hands and  
seals on the day and year first written above.

GRANTORS:

*David Abrams*  
DAVID ABRAMS

*Robin Stewart-Abrams*  
ROBIN STEWART-ABRAMS,  
(His wife)

WITNESSES AS TO SIGNATURES  
OF GRANTORS:

*Stanley Mullen*  
*John Karpis*

*Nancy Taiben*

NANCY TAIBEN, NOTARY PUBLIC  
McKEE'S HUCKS HORO ALLEGHENY COUNTY  
MY COMMISSION EXPIRES JUNE 11, 1991  
Member Pennsylvania Association of Notaries

85 SEP 23 PM 4 19

OFF 12841 PAGE 562



EXHIBIT "A"

All of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat of said Resubdivision recorded in Plat Book 36, Page 15, of the Public Records of Broward County, Florida, excepting therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A", said point being the intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard; thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A", a distance of 56 feet to the Point of Beginning; thence continuing Northeasterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90° a distance of 100 feet; thence Southwesterly, making an included angle of 90° a distance of 100 feet; thence Southeasterly, making an included angle of 90° a distance of 100 feet to the Point of Beginning.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, recorded in Plat Book 53, Page 20, of the Public Records of Broward County, Florida.

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

OFF 12841 PAGE 564

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

85346708

RECORDED TO  
SUSAN J. MORRIS Esq.  
BROWARD COUNTY  
398 Camino Carstone Blvd  
Boca Raton, FL 33432

QUIT-CLAIM DEED

THIS Quit-Claim Deed is made the 30th day of September, 1985,  
between ROBERT MORRIS and SUSAN MORRIS, his wife,

(herein called "Grantors"),

A N D

STANLEY R. GUMBERG, AS TRUSTEE UNDER THE TRUST AGREEMENT,  
DATED DECEMBER 1, 1984, KNOWN AS THE CORAL RIDGE SHOPPING CENTER TRUST,  
c/o J. J. Gumberg Company, Brinton Executive Center, 1051 Brinton Road,  
Pittsburgh, Pennsylvania, 15221,

(herein called "Grantee").

WITNESSETH:

The Grantors, for themselves, and their heirs, personal repre-  
sentatives, successors and assigns, for and in consideration of the sum  
of TEN (\$10.00) DOLLARS, in hand paid by the Grantee, the receipt and  
sufficiency of which is hereby acknowledged, and with the express intention  
to be legally bound, do hereby grant, bargain, transfer, sell, remise  
and release unto the Grantee, forever, and his successors and assigns,  
the following:

All of the undivided right, title and interest, claim and  
demand, which the Grantors have in and to the Coral Ridge Shopping Center,  
situate in Broward County, Florida, a legal description of which property  
is attached hereto, marked as Exhibit "A" and expressly made a part of this  
Deed by reference, herein called "Property."

TOGETHER with all of the appurtenances and any and all rights,  
titles and interests of the Grantors in and to the Shopping Center Tenant  
Leases and all related items.

TO HAVE AND TO HOLD all of the estate, right, title, interest,  
property, claim and demand whatsoever of the Grantors, to and for the  
use of the Grantee and his successors and assigns.

The purpose of this Deed is to transfer any and all right,  
title and interest of the Grantors in and to the Property, herein described.

OCT 14 11 43 AM '85

OFF 12891 PAGE 165

IN WITNESS WHEREOF, the Grantors have set their hands and seals on the day and year first written above.

GRANTORS:

*Robert Morris* (SEAL)  
ROBERT MORRIS

*Susan Morris* (SEAL)  
SUSAN MORRIS, his wife

WITNESSES AS TO SIGNATURES  
OF GRANTORS:

*Ralph Hostetler*  
*Jane J. Hostetler*

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
  ) SS:  
COUNTY OF ALLEGHENY          )

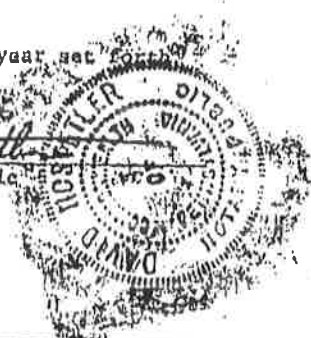
On this 30th day of Sept., 1985, before me, a Notary Public, in and for the above Commonwealth and County, personally appeared  
ROBERT MORRIS and SUSAN MORRIS, his wife,

and acknowledge the foregoing Quit-Claim Deed to be their act and deed and desire the same to be recorded as such.

WITNESS my hand and notarial seal the day and year set forth above.

*David Hostetler*  
Notary Public

My Commission Expires:  
June 9, 1986



OFF 12891 PAGE 166

EXHIBIT "A"

ALL THAT CERTAIN lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, described as follows:

All of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat of said Resubdivision recorded in Plat Book 36, Page 15, of the Public Records of Broward County, Florida, excepting therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A", said point being the intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard; thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A", a distance of 56 feet to the Point of Beginning; thence continuing Northeasterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90° a distance of 100 feet; thence Southwesterly, making an included angle of 90° a distance of 100 feet; thence Southeasterly, making an included angle of 90° a distance of 100 feet to the Point of Beginning.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, recorded in Plat Book 53, Page 20, of the Public Records of Broward County, Florida.

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

OFF  
REC 12891 PAGE 167

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

85376271

QUIT-CLAIM DEED

THIS Quit-Claim Deed is made the 4th day of October, 1985,  
between SHELLEY DeMARCO and FRANCIS MICHAEL DeMARCO, her husband,

(herein called "Grantors"),

A N D

STANLEY R. GUMBERG, AS TRUSTEE UNDER THE TRUST AGREEMENT,  
DATED DECEMBER 1, 1984, KNOWN AS THE CORAL RIDGE SHOPPING CENTER TRUST,  
c/o J. J. Gumberg Company, Brinton Executive Center, 1051 Brinton Road,  
Pittsburgh, Pennsylvania, 15221,

(herein called "Grantee").

\$ 1.50 has been Paid  
in Broward County for Documentary  
Stamp Tax as required by law.

James R. York Deputy

WITNESSETH:

The Grantors, for themselves, and their heirs, personal repre-  
sentatives, successors and assigns, for and in consideration of the sum  
of TEN (\$10.00) DOLLARS, in hand paid by the Grantee, the receipt and  
sufficiency of which is hereby acknowledged, and with the express intention  
to be legally bound, do hereby grant, bargain, transfer, sell, remise  
and release unto the Grantee, forever, and his successors and assigns,  
the following:

All of the undivided right, title and interest, claim and  
demand, which the Grantors have in and to the Coral Ridge Shopping Center,  
situate in Broward County, Florida, a legal description of which property  
is attached hereto, marked as Exhibit "A" and expressly made a part of this  
Deed by reference, herein called "Property."

TOGETHER with all of the appurtenances and any and all rights,  
titles and interests of the Grantors in and to the Shopping Center Tenant  
Leases and all related items.

TO HAVE AND TO HOLD all of the estate, right, title, interest,  
property, claim and demand whatsoever of the Grantors, to and for the  
use of the Grantee and his successors and assigns.

The purpose of this Deed is to transfer any and all right,  
title and interest of the Grantors in and to the Property, herein described.

Return to: Susan J. Beckman Esq.  
Beckman, Straight PA.  
398 Camino Verde Blvd #105  
Boca Raton, FL 33432

85 NOV 6 AM 9:29

OFF 12948 PAGE

95

IN WITNESS WHEREOF, the Grantors have set their hands and seals on the day and year first written above.

GRANTORS:

Shelley DeMarco (SEAL)  
SHELLEY DeMARCO

Francis Michael DeMarco (SEAL)  
FRANCIS MICHAEL DeMARCO,  
her husband

WITNESSES AS TO SIGNATURES  
OF GRANTORS:

Janet Friedman

Katherine Jones

ACKNOWLEDGMENT

STATE OF FLORIDA )  
                          ) SS:  
COUNTY ~~XX~~ AT LARGE )

On this 4th day of Oct., 1985, before me, a Notary Public, in and for the above State and County, personally appeared SHELLEY DeMARCO and FRANCIS MICHAEL DeMARCO, her husband

and acknowledge the foregoing Quit-Claim Deed to be their act and deed and desire the same to be recorded as such.

WITNESS my hand and notarial seal the day and year set forth above.

Sheantha L. Zalko  
Notary Public

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Nov. 6, 1988  
Bonded Thru Troy Fain Insurance, Inc.



OFF 12948 PAGE 96

EXHIBIT "A"

ALL THAT CERTAIN lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, described as follows:

All of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat of said Resubdivision recorded in Plat Book 36, Page 15, of the Public Records of Broward County, Florida, excepting therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A", said point being the intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard; thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A", a distance of 56 feet to the Point of Beginning; thence continuing Northeasterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90° a distance of 100 feet; thence Southwesterly, making an included angle of 90° a distance of 100 feet; thence Southeasterly, making an included angle of 90° a distance of 100 feet to the Point of Beginning.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, recorded in Plat Book 53, Page 20, of the Public Records of Broward County, Florida.

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

OFF 12948 PAGE 97

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. J. SOMERSON  
COUNTY ADMINISTRATOR

85-389169

50  
Broward County for Documentary  
Stamp Tax as required by law.  
Dennis Hernandez, County Clerk

QUIT-CLAIM DEED

THIS Quit-Claim Deed is made the 23rd day of October, 1985,  
between HELEN JACOBS and MILTON JACOBS, her husband,

(herein called "Grantors"),

A N D

STANLEY R. GUMBERG, AS TRUSTEE UNDER THE TRUST AGREEMENT,  
DATED DECEMBER 1, 1984, KNOWN AS THE CORAL RIDGE SHOPPING CENTER TRUST,  
c/o J. J. Gumberg Company, Brinton Executive Center, 1051 Brinton Road,  
Pittsburgh, Pennsylvania, 15221,

(herein called "Grantee"),

WITNESSETH:

The Grantors, for themselves, and their heirs, personal repre-  
sentatives, successors and assigns, for and in consideration of the sum  
of TEN (\$10.00) DOLLARS, in hand paid by the Grantee, the receipt and  
sufficiency of which is hereby acknowledged, and with the express intention  
to be legally bound, do hereby grant, bargain, transfer, sell, remise  
and release unto the Grantee, forever, and his successors and assigns,  
the following:

All of the undivided right, title and interest, claim and  
demand, which the Grantors have in and to the Coral Ridge Shopping Center,  
situate in Broward County, Florida, a legal description of which property  
is attached hereto, marked as Exhibit "A" and expressly made a part of this  
Deed by reference, herein called "Property."

TOGETHER with all of the appurtenances and any and all rights,  
titles and interests of the Grantors in and to the Shopping Center Tenant  
Leases and all related items.

TO HAVE AND TO HOLD all of the estate, right, title, interest,  
property, claim and demand whatsoever of the Grantors, to and for the  
use of the Grantee and his successors and assigns.

The purpose of this Deed is to transfer any and all right,  
title and interest of the Grantors in and to the Property, herein described.

Return to Susan J. Blawie  
Essex and Clermont  
3300 W. Broward Blvd. #104  
Fort Lauderdale, FL 33302

85 NOV 15 P 4: 47

OFF 12972 PAGE 639

1304

IN WITNESS WHEREOF, the Grantors have set their hands and seals on the day and year first written above.

GRANTORS:

*Helen Jacobs* (SEAL)  
HELEN JACOBS  
*Milton Jacobs* (SEAL)  
MILTON JACOBS, her husband

WITNESSES AS TO SIGNATURES OF GRANTORS:

*Donald [unclear]*  
*Claude [unclear]*

ACKNOWLEDGMENT

STATE OF GEORGIA )  
                          ) SS:  
COUNTY OF FULTON )

On this 23 day of Oct, 1985, before me, a Notary Public, in and for the above State and County, personally appeared HELEN JACOBS and MILTON JACOBS, her husband, and acknowledge the foregoing Quit-Claim Deed to be their act and deed and desire the same to be recorded as such.

WITNESS my hand and notarial seal the day and year set forth above.

*Rade O Sheriff*  
Notary Public

My Commission Expires:

*My com exp 3-06-89*

OFF 12972 PAGE 640

EXHIBIT "A"

ALL THAT CERTAIN lot, piece or parcel of land, situate, lying and being  
in the County of Broward, State of Florida, described as follows:

All of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION  
NO. 2, according to the Plat of said Resubdivision recorded in Plat Book 36,  
Page 15, of the Public Records of Broward County, Florida, excepting therefrom  
that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A", said point being the  
intersection of the East right-of-way line of Federal Highway and the North  
right-of-way line of Oakland Park Boulevard; thence Northwesterly along the  
Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly,  
perpendicular to the said Westerly line of Tract "A", a distance of 56 feet to  
the Point of Beginning; thence continuing Northeasterly along the aforesaid  
course a distance of 100 feet; thence Northwesterly, making an included angle  
of 90° a distance of 100 feet; thence Southwesterly, making an included angle  
of 90° a distance of 100 feet; thence Southeasterly, making an included angle  
of 90° a distance of 100 feet to the Point of Beginning.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, recorded in  
Plat Book 53, Page 20, of the Public Records of Broward County, Florida.

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according  
to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records  
of Broward County, Florida.

OFF 12972 PAGE 641

RECORDED IN THE OFFICIAL RECORDS DEPARTMENT  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

85-389170

50  
Broward County for Documentary  
Stamp Tax as required by law.  
Doris Herman Esq. Deputy

QUIT-CLAIM DEED

THIS Quit-Claim Deed is made the 30 day of October, 1985, between the following:

JOAN KELSEY, a single person,  
(herein called "Grantor"),

A N D

STANLEY R. GUMBERG, AS TRUSTEE UNDER THE TRUST AGREEMENT, DATED DECEMBER 1, 1984, KNOWN AS THE CORAL RIDGE SHOPPING CENTER TRUST, c/o J. J. Gumberg Company, Brinton Executive Center, 1051 Brinton Road, Pittsburgh, Pennsylvania, 15221,

(herein called "Grantee").

WITNESSETH:

The Grantor, for herself, and her heirs, personal representatives, successors and assigns, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, and with the express intention to be legally bound, does hereby grant, bargain, transfer, sell, remise and release unto the Grantee, forever, and his successors and assigns, the following:

ALL of the undivided right, title and interest, claim and demand, which the Grantor has in and to the Coral Ridge Shopping Center, situate in Broward County, Florida, a legal description of which property is attached hereto, marked as Exhibit "A" and expressly made a part of this Deed by reference, herein called "Property."

TOGETHER with all of the appurtenances and any and all rights, titles and interests of the Grantor in and to the Shopping Center Tenant Leases and all related items.

TO HAVE AND TO HOLD all of the estate, right, title, interest, property, claim and demand whatsoever of the Grantor, to and for the use of the Grantee, and his successors and assigns.

The purpose of this Deed is to transfer any and all right, title and interest of the Grantor in and to the Property, herein described.

*Witness to Susan J. Pratkanis, Esq.  
Clerk and Notary Public  
370 S. W. 1st St., Suite 1105  
Fort Lauderdale, FL 33302*

85 NOV 15 P 4: 47

OFF REC 12972 PAGE 642

13074

IN WITNESS WHEREOF, the Grantor has set her hand and seal on the day and year first written above.

GRANTOR:

Joan Kelsey (SEAL)  
JOAN KELSEY,  
A SINGLE PERSON

WITNESSES AS TO SIGNATURE OF GRANTOR:

Edward J. ...  
William M. Laughlin

ACKNOWLEDGMENT

STATE OF NEW JERSEY )  
COUNTY OF BURLINGTON ) SS:

On this 30 day of October, 1985, before me, a Notary Public, in and for the above State and County, personally appeared

JOAN KELSEY, a single person,

and acknowledged the foregoing Quit-Claim Deed to be her act and deed and desires the same to be recorded as such.

WITNESS my hand and notarial seal the day and year set forth above.

Arthur W. Calhoun  
Notary Public

My Commission Expires Feb 26 1986  
ARTHUR W. CALHOUN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Feb 26 1986

OFF 12972 PAGE 643

EXHIBIT "A"

ALL THAT CERTAIN lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, described as follows:

All of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat of said Resubdivision recorded in Plat Book 36, Page 15, of the Public Records of Broward County, Florida, excepting therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A", said point being the intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard; thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A", a distance of 56 feet to the Point of Beginning; thence continuing Northeasterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90° a distance of 100 feet; thence Southwesterly, making an included angle of 90° a distance of 100 feet; thence Southeasterly, making an included angle of 90° a distance of 100 feet to the Point of Beginning.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, recorded in Plat Book 53, Page 20, of the Public Records of Broward County, Florida.

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

OFF  
REC 12972 PAGE 644

THIS DEED IS BEING GIVEN IN CONFIRMATION OF THAT CERTAIN DEED RECORDED IN OFFICIAL RECORDS BOOK 12508, PAGE 409, BROWARD COUNTY FLORIDA PUBLIC RECORDS.  
*Commonwealth Trust*  
*8450 SW 15th St. Miami FL 33156*

86458362

Prepared by :Goldberg & Kamin  
George Hoffman, Esq.  
1408 Law & Finance Center  
Pittsburgh- Penn. 15219

DEED

THIS DEED is executed on the 18th day of December, 1984, as follows:

WARREN SHAPERA, Trustee, and Individually

*has been paid*  
in Broward County for Documentary  
State Tax as required by law.  
*Warren Shapera* Deput

("Grantors")

AND

STANLEY R. GUMBERG, as Trustee under the Trust Agreement dated December 1, 1984, known as The Coral Ridge Shopping Center Trust,

c/o J. J. Gumberg Company, Brinton Executive Center,  
1051 Brinton Road, Pittsburgh, Pennsylvania 15221,

("Grantee")

WITNESSETH:

That the said Grantors, for themselves, and their heirs, personal representatives, successors and assigns, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by said Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, transfer, sell, remise and release unto said Grantee forever, and its successors and assigns, the following:

All of the undivided right, title and interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, described as follows:

ALL of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat of said Resubdivision, recorded in Plat Book 36, at Page 15, of the Public Records of Broward County, Florida, excepting therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A", said point being the intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard; thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A", a distance of 56 feet to the Point of Beginning; thence continuing Northeasterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90° a distance of 100 feet; thence Southwesterly, making an included angle of 90° a distance of 100 feet; thence Southeasterly, making an included angle of 90° a distance of 100 feet to the Point of Beginning.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, as recorded in Plat Book 53, at Page 20, of the Public Records of Broward County, Florida.

95 DEC 2 AM 11 21

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*21.00*

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

(herein called "Real Property").

It is the intention of this Deed to vest fee title in the Trustee, and also to provide for the orderly succession of Trustee hereunder, as follows:

(a) In the event that Stanley R. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Ira J. Gumberg shall automatically succeed as Successor Trustee to Stanley R. Gumberg. In the event that Ira J. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Lawrence N. Gumberg shall automatically succeed as Successor Trustee. In the event that Lawrence N. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Andrew D. Gumberg shall automatically succeed as Successor Trustee. This provision is included so as to provide a Successor Trustee hereunder.

(b) In the event of the death of any one or more of the Trustees, named in this Trust Agreement, this Trust Agreement specifically authorizes the recordation of a certified copy of the death certificate for such deceased Trustee or Trustees to be filed in the Office of the Clerk of the Circuit Court of Broward County, Florida. Upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named above, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement. In the event that any one or more of the Trustees, named herein, shall be legally declared incompetent, this Agreement specifically authorizes the recordation of a certified copy of the final adjudication of such incompetency; and upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named herein, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement.

(c) Any Trustee shall be permitted to withdraw as a Trustee, or to decline to serve, provided that such Trustee shall file in the Office of the Clerk of the Circuit Court of Broward County, Florida, a form which states that he has withdrawn, or declined to serve. Upon such recordation, the Successor Trustee, as named above, shall automatically succeed as Trustee of this Trust.

(d) In the event that all four of the persons, as named herein, for any reason shall be unable or unwilling to serve as Trustee, or continue to serve as Trustee, the Successor Trustee, in the order as named in

REF 13946 PAGE 103

this Trust Agreement, shall cause to be filed in said Office of Broward County, Florida, an Acceptance as Trustee of this Trust, which instrument shall simply confirm his appointment as the Successor Trustee under this Trust. However, the recordation of such Acceptance shall not be a condition precedent to the vesting of legal title to the Trust Property in such Successor Trustee.

(e) In the event that all of the Trustees, above named, shall for any reason fail to succeed as a Successor Trustee, it is agreed that the duly elected Corporate President of J. J. Gumberg Company, a Pennsylvania corporation, in office during such period when for whatever reason there is no Successor Trustee, as herein called for, shall automatically be designated as the Trustee under this Trust Agreement. Upon such election as President, the person shall execute and deliver to the Trustee and the holder of any outstanding real estate or the Trust Property, his Acceptance of such Trusteeship, on an instrument in recordable form; and such person shall cause to be filed in the said Office of Broward County, Florida, such Acceptance as a Trustee of this Trust, provided that such person shall in fact succeed as the Trustee hereunder. In the event that there is no such person in existence, then the proper Court of Broward County, Florida shall be authorized upon Petition of an interested party, which shall include but not be limited to the holder of any mortgage on the said Property, to designate a Successor Trustee to serve as Trustee under this Trust; and such Successor Trustee may be a corporate entity, as permitted under the laws of the State of Florida.

In addition to any and all powers, conferred by law, the Trustee who shall serve under this Indenture, shall have the following powers, which the Trustee may exercise from time to time as necessary and proper:

1. The Trustee shall take and hold the legal title to the Real Property, herein described, in accordance with the applicable provisions of Section 689.071 of the Florida Statutes in effect at the date of this instrument.
2. To mortgage the Real Property, herein described.
3. To transfer legal title to the Real Property, herein described.
4. To operate and manage the Real Property, herein described, which includes the power to lease, renew leases, sublease, grant lease options and contracts; and to grant easements and right-of-way or other covenants or charges against the said Property.
5. To make repairs, renovations and capital improvements to said Real Property.
6. To collect any and all rents and any other sums due in the course of the operation and management of said Real Property.

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7. To sue or be sued as the holder of the legal title to said Real Property; and in connection therewith, to demand, negotiate, prosecute to final judgment or compromise any claim made by or against the Trustee.

8. To enjoy and possess any of the rights as granted to the Manager under that certain Co-Tenancy and Management Agreement of Coral Ridge Shopping Plaza, dated on or about October 21, 1970, and recorded in said Office of Broward County, Florida, in Volume 4336, Page 531, which Agreement is specifically incorporated herein. West Penn Realty Company, the Manager in said Agreement, does hereby subordinate any and all of its rights in such Agreement, to the Trust Provisions of this Deed.

9. In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and is binding upon all beneficiaries under those instruments; (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary under this Deed and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

10. The Trustee shall not be required to seek by application or otherwise, and/or obtain any Court approval to exercise any power granted either by law or by this Indenture.

11. The enumeration of specific powers in this Indenture in no way shall limit any and all powers that are granted to Trustees under law.

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

IN WITNESS WHEREOF, the said Grantor has/have signed and sealed this Deed on the day and year first written above.

WARREN SHAPERA, TRUSTEE

By Warren Shapera  
Warren Shapera, Trustee and Individually

Witness:  
[Signature]  
Sandra M. McKeown

RECORDED IN THE OFFICE RECORDS DEPT  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

ACKNOWLEDGMENT

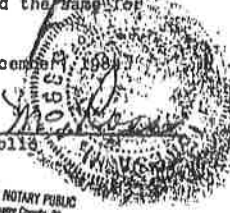
STATE OF PENNSYLVANIA )  
                                  ) SS:  
COUNTY OF ALLECHENY )

BEFORE ME, an officer duly authorized in the State and County aforesaid to take Acknowledgments, personally appeared

WARREN SHAPERA, TRUSTEE AND INDIVIDUALLY

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 for the purposes therein contained.

WITNESS my hand and seal this 18th day of December, 1987

Teresa M. Ross  
Notary Public  


My Commission Expires:

TERESA M. ROSS, NOTARY PUBLIC  
Pittsburgh, Allegheny County, PA  
My Commission Expires April 13, 1987

DFE 13946 PAGE 106

86458363

Prepared by: George Hoffman, Esq.  
GOLDBERG & KAMIN  
1408 Law & Finance Center  
Pittsburgh, Penn. 15219

DEED

THIS DEED is executed on the 18th day of December, 1984, as follows:

SAUL ELINOFF, JOSEPH HYMAN AND HERMAN B. MOGERMAN, Trustees of THE  
WEST PENN REALTY COMPANY EMPLOYEE'S PROFIT SHARING PLAN,

("Grantors")

50 has been paid  
in full for the Documentary  
Stamp Tax as required by law.  
Stanley R. Gumberg, Deputy

AND

STANLEY R. GUMBERG, as Trustee under the Trust Agreement dated December  
1, 1984, known as The Coral Ridge Shopping Center Trust,

c/o J. J. Gumberg Company, Brinton Executive Center,  
1051 Brinton Road, Pittsburgh, Pennsylvania 15221,

("Grantee")

WITNESSETH:

That the said Grantors, for themselves, and their heirs, personal represen-  
tatives, successors and assigns, for and in consideration of the sum of TEN (\$10.00)  
DOLLARS, in hand paid by said Grantee, the receipt of which is hereby acknowledged,  
do hereby grant, bargain, transfer, sell, remise and release unto said Grantee  
forever, and its successors and assigns, the following:

All of the undivided right, title and interest, claim and demand which  
the said Grantors have in and to the following described lot, piece or parcel of  
land, situate, lying and being in the County of Broward, State of Florida,  
described as follows:

ALL of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT  
ADDITION NO. 2, according to the Plat of said Resubdivision, recorded in Plat Book  
36, at Page 15, of the Public Records of Broward County, Florida, excepting  
therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A", said point being  
the intersection of the East right-of-way line of Federal Highway and the North  
right-of-way line of Oakland Park Boulevard; thence Northwesterly along the  
Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, per-  
pendicular to the said Westerly line of Tract "A", a distance of 56 feet to the  
Point of Beginning; thence continuing Northeasterly along the aforesaid course a  
distance of 100 feet; thence Northwesterly, making an included angle of 90° a  
distance of 100 feet; thence Southwesterly, making an included angle of 90° a  
distance of 100 feet; thence Southeasterly, making an included angle of 90° a  
distance of 100 feet to the Point of Beginning.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, as  
recorded in Plat Book 53, at Page 20, of the Public Records of Broward County,  
Florida.

This deed is being given in confirmation of that certain deed recorded in  
Official Records Book 12508, Page 409, of the Public Records of Broward  
County, Florida.

86 DEC 2 AM 11:21

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21  
BK

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

(herein called "Real Property").

It is the intention of this Deed to vest fee title in the Trustee, and also to provide for the orderly succession of Trustee hereunder, as follows:

(a) In the event that Stanley R. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Ira J. Gumberg shall automatically succeed as Successor Trustee to Stanley R. Gumberg. In the event that Ira J. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Lawrence N. Gumberg shall automatically succeed as Successor Trustee. In the event that Lawrence N. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Andrew D. Gumberg shall automatically succeed as Successor Trustee. This provision is included so as to provide a Successor Trustee hereunder.

(b) In the event of the death of any one or more of the Trustees, named in this Trust Agreement, this Trust Agreement specifically authorizes the recordation of a certified copy of the death certificate for such deceased Trustee or Trustees to be filed in the Office of the Clerk of the Circuit Court of Broward County, Florida. Upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named above, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement. In the event that any one or more of the Trustees, named herein, shall be legally declared incompetent, this Agreement specifically authorizes the recordation of a certified copy of the final adjudication of such incompetency; and upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named herein, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement.

(c) Any Trustee shall be permitted to withdraw as a Trustee, or to decline to serve, provided that such Trustee shall file in the Office of the Clerk of the Circuit Court of Broward County, Florida, a form which states that he has withdrawn, or declined to serve. Upon such recordation, the Successor Trustee, as named above, shall automatically succeed as Trustee of this Trust.

(d) In the event that all four of the persons, as named herein, for any reason shall be unable or unwilling to serve as Trustee, or continue to serve as Trustee, the Successor Trustee, in the order as named in

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this Trust Agreement, shall cause to be filed in said Office of Broward County, Florida, an Acceptance as Trustee of this Trust, which instrument shall simply confirm his appointment as the Successor Trustee under this Trust. However, the recordation of such Acceptance shall not be a condition precedent to the vesting of legal title to the Trust Property in such Successor Trustee.

(e) In the event that all of the Trustees, above named, shall for any reason fail to succeed as a Successor Trustee, it is agreed that the duly elected Corporate President of J. J. Gumberg Company, a Pennsylvania corporation, in office during such period when for whatever reason there is no Successor Trustee, as herein called for, shall automatically be designated as the Trustee under this Trust Agreement. Upon such election as President, the person shall execute and deliver to the Trustee and the holder of any outstanding real estate or the Trust Property, his Acceptance of such Trusteeship, on an instrument in recordable form; and such person shall cause to be filed in the said Office of Broward County, Florida, such Acceptance as a Trustee of this Trust, provided that such person shall in fact succeed as the Trustee hereunder. In the event that there is no such person in existence, then the proper Court of Broward County, Florida shall be authorized upon Petition of an interested party, which shall include but not be limited to the holder of any mortgage on the said Property, to designate a Successor Trustee to serve as Trustee under this Trust; and such Successor Trustee may be a corporate entity, as permitted under the laws of the State of Florida.

In addition to any and all powers, conferred by law, the Trustee who shall serve under this Indenture, shall have the following powers, which the Trustee may exercise from time to time as necessary and proper:

1. The Trustee shall take and hold the legal title to the Real Property, herein described, in accordance with the applicable provisions of Section 689.071 of the Florida Statutes in effect at the date of this instrument.
2. To mortgage the Real Property, herein described.
3. To transfer legal title to the Real Property, herein described.
4. To operate and manage the Real Property, herein described, which includes the power to lease, renew leases, sublease, grant lease options and contracts; and to grant easements and right-of-way or other covenants or charges against the said Property.
5. To make repairs, renovations and capital improvements to said Real Property.
6. To collect any and all rents and any other sums due in the course of the operation and management of said Real Property.

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7. To sue or be sued as the holder of the legal title to said Real Property; and in connection therewith, to demand, negotiate, prosecute to final judgment or compromise any claim made by or against the Trustee.

8. To enjoy and possess any of the rights as granted to the Manager under that certain Co-Tenancy and Management Agreement of Coral Ridge Shopping Plaza, dated on or about October 21, 1970, and recorded in said Office of Broward County, Florida, in Volume 4336, Page 531, which Agreement is specifically incorporated herein. West Penn Realty Company, the Manager in said Agreement, does hereby subordinate any and all of its rights in such Agreement, to the Trust Provisions of this Deed.

9. In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and is binding upon all beneficiaries under those instruments; (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary under this Deed and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

10. The Trustee shall not be required to seek by application or otherwise, and/or obtain any Court approval to exercise any power granted either by law or by this Indenture.

11. The enumeration of specific powers in this Indenture in no way shall limit any and all powers that are granted to Trustees under law.

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

IN WITNESS WHEREOF, the said Grantor has/have signed and sealed this Deed on the day and year first written above.

SAUL ELINOFF, JOSEPH HYMAN AND HERMAN B. MOGERMAN, TRUSTEES OF THE WEST PENN REALTY COMPANY EMPLOYEE'S PROFIT SHARING PLAN

By Saul Elinoff  
Saul Elinoff, Trustee

By Joseph Hyman  
Joseph Hyman, Trustee

By Herman B. Mogerman  
Herman B. Mogerman, Trustee

Witness as to all:

Joseph H. Hyman  
Paula M. McGowan

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA )  
                                  ) SS:  
COUNTY OF ALLEGHENY )

BEFORE ME, an officer duly authorized in the State and County aforesaid to take Acknowledgments, personally appeared SAUL ELINOFF, JOSEPH HYMAN and HERMAN B. MOGERMAN, TRUSTEES OF THE WEST PENN REALTY COMPANY EMPLOYEE'S PROFIT SHARING PLAN, 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 for the purposes therein contained.

WITNESS my hand and seal this 18th day of December, 1988

Teresa M. Ross  
Notary Public

My Commission Expires:

TERESA M. ROSS, NOTARY PUBLIC  
Pittsburgh, Allegheny County, PA  
My Commission Expires April 11, 1987

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

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This deed is being given in confirmation of that certain deed recorded in Official Records Book 12508, Page 409, of the Public Records of Broward County, Florida.

(3)

86458364

Prepared by: George Hoffman, Esq.  
GOLDBERG & KAMIN  
1408 Law & Finance Center  
Pittsburgh, Penn. 15219

DEED

THIS DEED is executed on the 18th day of December, 1984, as follows:

ROGER C. ROSENFELD, also known as ROGER ROSENFELD, in his own right, and as Trustee under the Residuary Trust created in the Last Will and Testament of YETTA ROSENFELD, Deceased,  
("Grantors")

AND

STANLEY R. GUMBERG, as Trustee under the Trust Agreement dated December 1, 1984, known as The Coral Ridge Shopping Center Trust,

c/o J. J. Gumberg Company, Brinton Executive Center,  
1051 Brinton Road, Pittsburgh, Pennsylvania 15221,

1.50 has been PAID  
in Broward County the Documentary  
Stamp Tax as required by law.  
*Arthur R. Kamin* Deputy

("Grantee")

WITNESSETH:

That the said Grantors, for themselves, and their heirs, personal representatives, successors and assigns, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by said Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, transfer, sell, remise and release unto said Grantee forever, and its successors and assigns, the following:

All of the undivided right, title and interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, described as follows:

ALL of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat of said Resubdivision, recorded in Plat Book 36, at Page 15, of the Public Records of Broward County, Florida, excepting therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A", said point being the intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard; thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A", a distance of 56 feet to the Point of Beginning; thence continuing Northeasterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90° a distance of 100 feet; thence Southwesterly, making an included angle of 90° a distance of 100 feet; thence Southeasterly, making an included angle of 90° a distance of 100 feet to the Point of Beginning.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, as recorded in Plat Book 53, at Page 20, of the Public Records of Broward County, Florida.

86 DEC 2 AM 11:22

OFF 13946 PAGE 112

*2100 BK*

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

(herein called "Real Property").

It is the intention of this Deed to vest fee title in the Trustee, and also to provide for the orderly succession of Trustee hereunder, as follows:

(a) In the event that Stanley R. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Ira J. Gumberg shall automatically succeed as Successor Trustee to Stanley R. Gumberg. In the event that Ira J. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Lawrence N. Gumberg shall automatically succeed as Successor Trustee. In the event that Lawrence N. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Andrew D. Gumberg shall automatically succeed as Successor Trustee. This provision is included so as to provide a Successor Trustee hereunder.

(b) In the event of the death of any one or more of the Trustees, named in this Trust Agreement, this Trust Agreement specifically authorizes the recordation of a certified copy of the death certificate for such deceased Trustee or Trustees to be filed in the Office of the Clerk of the Circuit Court of Broward County, Florida. Upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named above, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement. In the event that any one or more of the Trustees, named herein, shall be legally declared incompetent, this Agreement specifically authorizes the recordation of a certified copy of the final adjudication of such incompetency; and upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named herein, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement.

(c) Any Trustee shall be permitted to withdraw as a Trustee, or to decline to serve, provided that such Trustee shall file in the Office of the Clerk of the Circuit Court of Broward County, Florida, a form which states that he has withdrawn, or declined to serve. Upon such recordation, the Successor Trustee, as named above, shall automatically succeed as Trustee of this Trust.

(d) In the event that all four of the persons, as named herein, for any reason shall be unable or unwilling to serve as Trustee, or continue to serve as Trustee, the Successor Trustee, in the order as named in

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this Trust Agreement, shall cause to be filed in said Office of Broward County, Florida, an Acceptance as Trustee of this Trust, which instrument shall simply confirm his appointment as the Successor Trustee under this Trust. However, the recordation of such Acceptance shall not be a condition precedent to the vesting of legal title to the Trust Property in such Successor Trustee.

(e) In the event that all of the Trustees, above named, shall for any reason fail to succeed as a Successor Trustee, it is agreed that the duly elected Corporate President of J. J. Gunberg Company, a Pennsylvania corporation, in office during such period when for whatever reason there is no Successor Trustee, as herein called for, shall automatically be designated as the Trustee under this Trust Agreement. Upon such election as President, the person shall execute and deliver to the Trustee and the holder of any outstanding real estate or the Trust Property, his Acceptance of such Trusteeship, on an instrument in recordable form; and such person shall cause to be filed in the said Office of Broward County, Florida, such Acceptance as a Trustee of this Trust, provided that such person shall in fact succeed as the Trustee hereunder. In the event that there is no such person in existence, then the proper Court of Broward County, Florida shall be authorized upon Petition of an interested party, which shall include but not be limited to the holder of any mortgage on the said Property, to designate a Successor Trustee to serve as Trustee under this Trust; and such Successor Trustee may be a corporate entity, as permitted under the laws of the State of Florida.

In addition to any and all powers, conferred by law, the Trustee who shall serve under this Indenture, shall have the following powers, which the Trustee may exercise from time to time as necessary and proper:

1. The Trustee shall take and hold the legal title to the Real Property, herein described, in accordance with the applicable provisions of Section 689.071 of the Florida Statutes in effect at the date of this instrument.
2. To mortgage the Real Property, herein described.
3. To transfer legal title to the Real Property, herein described.
4. To operate and manage the Real Property, herein described, which includes the power to lease, renew leases, sublease, grant lease options and contracts; and to grant easements and right-of-way or other covenants or charges against the said Property.
5. To make repairs, renovations and capital improvements to said Real Property.
6. To collect any and all rents and any other sums due in the course of the operation and management of said Real Property.

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7. To sue or be sued as the holder of the legal title to said Real Property; and in connection therewith, to demand, negotiate, prosecute to final judgment or compromise any claim made by or against the Trustee.

8. To enjoy and possess any of the rights as granted to the Manager under that certain Co-Tenancy and Management Agreement of Coral Ridge Shopping Plaza, dated on or about October 21, 1970, and recorded in said Office of Broward County, Florida, in Volume 4336, Page 531, which Agreement is specifically incorporated herein. West Penn Realty Company, the Manager in said Agreement, does hereby subordinate any and all of its rights in such Agreement, to the Trust Provisions of this Deed.

9. In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and is binding upon all beneficiaries under those instruments; (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary under this Deed and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

10. The Trustee shall not be required to seek by application or otherwise, and/or obtain any Court approval to exercise any power granted either by law or by this Indenture.

11. The enumeration of specific powers in this Indenture in no way shall limit any and all powers that are granted to Trustees under law.

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

IN WITNESS WHEREOF, the said Grantor has/have signed and sealed this Deed on the day and year first written above.

ROGER C. ROSENFELD, also known as  
ROGER ROSENFELD, in his own right, and  
as TRUSTEE UNDER THE RESIDUARY TRUST  
CREATED IN THE LAST WILL AND TESTAMENT  
OF YETTA ROSENFELD, DECEASED

By Roger C. Rosenfeld  
Roger C. Rosenfeld, in his own right,  
and as Trustee

By Roger Rosenfeld  
Roger Rosenfeld, in his own right,  
and as Trustee

Witness:

Alfred Schlemmer  
Robert B. Jankel

RECORDED IN THE OFFICIAL RECORDS OF  
DE BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

ACKNOWLEDGMENT

STATE OF California )  
COUNTY OF Marin ) SS:



BEFORE ME, an officer duly authorized in the State and County aforesaid to take Acknowledgments, personally appeared ROGER C. ROSENFELD, also known as ROGER ROSENFELD, in his own right, and as TRUSTEE UNDER THE RESIDUARY TRUST CREATED IN THE LAST WILL AND TESTAMENT OF YETTA ROSENFELD, 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 for the purposes therein contained.

WITNESS my hand and seal this 20th day of December, 1984.

Bruno N. Albini  
Notary Public

My Commission Expires:

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This deed is being given in confirmation of that certain deed recorded in Official Records Book 12508, Page 409, of the Public Records of Broward County, Florida.

86458365

Prepared by : George Hoffman, Esq.  
GOLDBERG & KAMIN  
1408 Law & Finance Center  
Pittsburgh, Penn. 15219

DEED

THIS DEED is executed on the 18th day of December, 1984, as follows:

CHARLES S. MERWITZER, as Trustee under the Will of FANNIE SCHOENBRUN, Deceased,

("Grantors")

AND

STANLEY R. GUMBERG, as Trustee under the Trust Agreement dated December 1, 1984, known as The Coral Ridge Shopping Center Trust,

c/o J. J. Gumberg Company, Brinton Executive Center,  
1051 Brinton Road, Pittsburgh, Pennsylvania 15221,

150 has been paid  
in Broward County by the grantors  
Steno 136 as required by law.  
*Ala. Wise K. Adams* accepts,

("Grantees")

WITNESSETH:

That the said Grantors, for themselves, and their heirs, personal representatives, successors and assigns, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by said Grantees, the receipt of which is hereby acknowledged, do hereby grant, bargain, transfer, sell, remise and release unto said Grantee forever, and its successors and assigns, the following:

All of the undivided right, title and interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, described as follows:

ALL of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat of said Resubdivision, recorded in Plat Book 36, at Page 15, of the Public Records of Broward County, Florida, excepting therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A", said point being the intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard; thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A", a distance of 56 feet to the Point of Beginning; thence continuing Northeasterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90° a distance of 100 feet; thence Southwesterly, making an included angle of 90° a distance of 100 feet; thence Southeasterly, making an included angle of 90° a distance of 100 feet to the Point of Beginning.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, as recorded in Plat Book 53, at Page 20, of the Public Records of Broward County, Florida.

26 DEC 2 AM 11:22

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21 BK

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

(herein called "Real Property").

It is the intention of this Deed to vest fee title in the Trustee, and also to provide for the orderly succession of Trustee hereunder, as follows:

(a) In the event that Stanley R. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Ira J. Gumberg shall automatically succeed as Successor Trustee to Stanley R. Gumberg. In the event that Ira J. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Lawrence N. Gumberg shall automatically succeed as Successor Trustee. In the event that Lawrence N. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Andrew D. Gumberg shall automatically succeed as Successor Trustee. This provision is included so as to provide a Successor Trustee hereunder.

(b) In the event of the death of any one or more of the Trustees, named in this Trust Agreement, this Trust Agreement specifically authorizes the recordation of a certified copy of the death certificate for such deceased Trustee or Trustees to be filed in the Office of the Clerk of the Circuit Court of Broward County, Florida. Upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named above, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement. In the event that any one or more of the Trustees, named herein, shall be legally declared incompetent, this Agreement specifically authorizes the recordation of a certified copy of the final adjudication of such incompetency; and upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named herein, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement.

(c) Any Trustee shall be permitted to withdraw as a Trustee, or to decline to serve, provided that such Trustee shall file in the Office of the Clerk of the Circuit Court of Broward County, Florida, a form which states that he has withdrawn, or declined to serve. Upon such recordation, the Successor Trustee, as named above, shall automatically succeed as Trustee of this Trust.

(d) In the event that all four of the persons, as named herein, for any reason shall be unable or unwilling to serve as Trustee, or continue to serve as Trustee, the Successor Trustee, in the order as named in

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this Trust Agreement, shall cause to be filed in said Office of Broward County, Florida, an Acceptance as Trustee of this Trust, which instrument shall simply confirm his appointment as the Successor Trustee under this Trust. However, the recordation of such Acceptance shall not be a condition precedent to the vesting of legal title to the Trust Property in such Successor Trustee.

(e) In the event that all of the Trustees, above named, shall for any reason fail to succeed as a Successor Trustee, it is agreed that the duly elected Corporate President of J. J. Gumberg Company, a Pennsylvania corporation, in office during such period when for whatever reason there is no Successor Trustee, as herein called for, shall automatically be designated as the Trustee under this Trust Agreement. Upon such election as President, the person shall execute and deliver to the Trustee and the holder of any outstanding real estate or the Trust Property, his Acceptance of such Trusteeship, on an instrument in recordable form; and such person shall cause to be filed in the said Office of Broward County, Florida, such Acceptance as a Trustee of this Trust, provided that such person shall in fact succeed as the Trustee hereunder. In the event that there is no such person in existence, then the proper Court of Broward County, Florida shall be authorized upon Petition of an interested party, which shall include but not be limited to the holder of any mortgage on the said Property, to designate a Successor Trustee to serve as Trustee under this Trust; and such Successor Trustee may be a corporate entity, as permitted under the laws of the State of Florida.

In addition to any and all powers, conferred by law, the Trustee who shall serve under this Indenture, shall have the following powers, which the Trustee may exercise from time to time as necessary and proper:

1. The Trustee shall take and hold the legal title to the Real Property, herein described, in accordance with the applicable provisions of Section 689.071 of the Florida Statutes in effect at the date of this instrument.
2. To mortgage the Real Property, herein described.
3. To transfer legal title to the Real Property, herein described.
4. To operate and manage the Real Property, herein described, which includes the power to lease, renew leases, sublease, grant lease options and contracts; and to grant easements and right-of-way or other covenants or charges against the said Property.
5. To make repairs, renovations and capital improvements to said Real Property.
6. To collect any and all rents and any other sums due in the course of the operation and management of said Real Property.

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7. To sue or be sued as the holder of the legal title to said Real Property; and in connection therewith, to demand, negotiate, prosecute to final judgment or compromise any claim made by or against the Trustee.

8. To enjoy and possess any of the rights as granted to the Manager under that certain Co-Tenancy and Management Agreement of Coral Ridge Shopping Plaza, dated on or about October 21, 1970, and recorded in said Office of Broward County, Florida, in Volume 4336, Page 531, which Agreement is specifically incorporated herein. West Penn Realty Company, the Manager in said Agreement, does hereby subordinate any and all of its rights in such Agreement, to the Trust Provisions of this Deed.

9. In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and is binding upon all beneficiaries under those instruments; (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary under this Deed and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

10. The Trustee shall not be required to seek by application or otherwise, and/or obtain any Court approval to exercise any power granted either by law or by this Indenture.

11. The enumeration of specific powers in this Indenture in no way shall limit any and all powers that are granted to Trustees under law.

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

IN WITNESS WHEREOF, the said Grantor has/have signed and sealed this Deed on the day and year first written above.

CHARLES S. MERWITZER, AS TRUSTEE UNDER THE WILL OF FANNIE SCHOENBRUN, DECEASED

*Charles S. Merwitzer*  
Charles S. Merwitzer, Trustee

Witness:

*Helen Mente*  
*Steve Long*

ACKNOWLEDGMENT

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

BEFORE ME, an officer duly authorized in the State and County aforesaid to take Acknowledgments, personally appeared CHARLES S. MERWITZER, AS TRUSTEE UNDER THE WILL OF FANNIE SCHOENBRUN, 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 for the purposes therein contained.

WITNESS my hand and seal this 4th day of January, 1985.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES OCT 9 1986  
I AM NOT A MEMBER OF THE NATIONAL ASSOCIATION OF NOTARY PUBLICS

*Jean [Signature]*  
Notary Public

RECORDED IN THE OFFICIAL RECORDS IN  
DADE COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

OFF 13946 PAGE 124

5

Prepared by: George Hoffman, Esq.  
GOLBERG & KAMIN  
1408 Law & Finance Center  
Pittsburgh, Penn. 15219

86458366

DEED

THIS DEED is executed on the 18th day of December, 1984, as follows:

SAUL ELINOFF, Trustee, YETTA ELINOFF, Trustee and LOIS E. RUBIN, Trustee  
of THE HYMAN FAMILY FOUNDATION

50 has been Paid  
in Broward County for Documentary ("Grantors")  
Stamp Tax as required by law.

AND Rhoda dePaolo Deputy

STANLEY R. GUMBERG, as Trustee under the Trust Agreement dated December  
1, 1984, known as The Coral Ridge Shopping Center Trust,

c/o J. J. Gunberg Company, Brinton Executive Center,  
1051 Brinton Road, Pittsburgh, Pennsylvania 15221,

("Grantee")

WITNESSETH:

That the said Grantors, for themselves, and their heirs, personal represen-  
tatives, successors and assigns, for and in consideration of the sum of TEN (\$10.00)  
DOLLARS, in hand paid by said Grantee, the receipt of which is hereby acknowledged,  
do hereby grant, bargain, transfer, sell, remise and release unto said Grantee  
forever, and its successors and assigns, the following:

All of the undivided right, title and interest, claim and demand which  
the said Grantors have in and to the following described lot, piece or parcel of  
land, situate, lying and being in the County of Broward, State of Florida,  
described as follows:

ALL of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT  
ADDITION NO. 2, according to the Plat of said Resubdivision, recorded in Plat Book  
36, at Page 15, of the Public Records of Broward County, Florida, excepting  
therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A", said point being  
the intersection of the East right-of-way line of Federal Highway and the North  
right-of-way line of Oakland Park Boulevard, thence Northwesterly along the  
Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, per-  
pendicular to the said Westerly line of Tract "A", a distance of 56 feet to the  
Point of Beginning; thence continuing Northeasterly along the aforesaid course a  
distance of 100 feet; thence Northwesterly, making an included angle of 90° a  
distance of 100 feet; thence Southwesterly, making an included angle of 90° a  
distance of 100 feet; thence Southeasterly, making an included angle of 90° a  
distance of 100 feet to the Point of Beginning.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, as  
recorded in Plat Book 53, at Page 20, of the Public Records of Broward County,  
Florida.

86 DEC 2 AM 11.22

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2/28  
OK

THIS DEED IS BEING GIVEN IN CONFIRMATION OF THAT CERTAIN DEED RECORDED  
IN OFFICIAL RECORDS BOOK 12508, Page 409, OF THE PUBLIC RECORDS OF BROWARD  
COUNTY, FLORIDA.

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

(herein called "Real Property").

It is the intention of this Deed to vest fee title in the Trustee, and also to provide for the orderly succession of Trustee hereunder, as follows:

(a) In the event that Stanley R. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Ira J. Gumberg shall automatically succeed as Successor Trustee to Stanley R. Gumberg. In the event that Ira J. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Lawrence N. Gumberg shall automatically succeed as Successor Trustee. In the event that Lawrence N. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Andrew D. Gumberg shall automatically succeed as Successor Trustee. This provision is included so as to provide a Successor Trustee hereunder.

(b) In the event of the death of any one or more of the Trustees, named in this Trust Agreement, this Trust Agreement specifically authorizes the recordation of a certified copy of the death certificate for such deceased Trustee or Trustees to be filed in the Office of the Clerk of the Circuit Court of Broward County, Florida. Upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named above, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement. In the event that any one or more of the Trustees, named herein, shall be legally declared incompetent, this Agreement specifically authorizes the recordation of a certified copy of the final adjudication of such incompetency; and upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named herein, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement.

(c) Any Trustee shall be permitted to withdraw as a Trustee, or to decline to serve, provided that such Trustee shall file in the Office of the Clerk of the Circuit Court of Broward County, Florida, a form which states that he has withdrawn, or declined to serve. Upon such recordation, the Successor Trustee, as named above, shall automatically succeed as Trustee of this Trust.

(d) In the event that all four of the persons, as named herein, for any reason shall be unable or unwilling to serve as Trustee, or continue to serve as Trustee, the Successor Trustee, in the order as named in

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this Trust Agreement, shall cause to be filed in said Office of Broward County, Florida, an Acceptance as Trustee of this Trust, which instrument shall simply confirm his appointment as the Successor Trustee under this Trust. However, the recordation of such Acceptance shall not be a condition precedent to the vesting of legal title to the Trust Property in such Successor Trustee.

(e) In the event that all of the Trustees, above named, shall for any reason fail to succeed as a Successor Trustee, it is agreed that the duly elected Corporate President of J. J. Gumberg Company, a Pennsylvania corporation, in office during such period when for whatever reason there is no Successor Trustee, as herein called for, shall automatically be designated as the Trustee under this Trust Agreement. Upon such election as President, the person shall execute and deliver to the Trustee and the holder of any outstanding real estate or the Trust Property, his Acceptance of such Trusteeship, on an instrument in recordable form; and such person shall cause to be filed in the said Office of Broward County, Florida, such Acceptance as a Trustee of this Trust, provided that such person shall in fact succeed as the Trustee hereunder. In the event that there is no such person in existence, then the proper Court of Broward County, Florida shall be authorized upon Petition of an interested party, which shall include but not be limited to the holder of any mortgage on the said Property, to designate a Successor Trustee to serve as Trustee under this Trust; and such Successor Trustee may be a corporate entity, as permitted under the laws of the State of Florida.

In addition to any and all powers, conferred by law, the Trustee who shall serve under this Indenture, shall have the following powers, which the Trustee may exercise from time to time as necessary and proper:

1. The Trustee shall take and hold the legal title to the Real Property, herein described, in accordance with the applicable provisions of Section 689.071 of the Florida Statutes in effect at the date of this instrument.
2. To mortgage the Real Property, herein described.
3. To transfer legal title to the Real Property, herein described.
4. To operate and manage the Real Property, herein described, which includes the power to lease, renew leases, sublease, grant lease options and contracts; and to grant easements and right-of-way or other covenants or charges against the said Property.
5. To make repairs, renovations and capital improvements to said Real Property.
6. To collect any and all rents and any other sums due in the course of the operation and management of said Real Property.

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REC

7. To sue or be sued as the holder of the legal title to said Real Property; and in connection therewith, to demand, negotiate, prosecute to final judgment or compromise any claim made by or against the Trustee.

8. To enjoy and possess any of the rights as granted to the Manager under that certain Co-Tenancy and Management Agreement of Coral Ridge Shopping Plaza, dated on or about October 21, 1970, and recorded in said Office of Broward County, Florida, in Volume 4336, Page 531, which Agreement is specifically incorporated herein. West Penn Realty Company, the Manager in said Agreement, does hereby subordinate any and all of its rights in such Agreement, to the Trust Provisions of this Deed.

9. In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and is binding upon all beneficiaries under those instruments; (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary under this Deed and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

10. The Trustee shall not be required to seek by application or otherwise, and/or obtain any Court approval to exercise any power granted either by law or by this Indenture.

11. The enumeration of specific powers in this Indenture in no way shall limit any and all powers that are granted to Trustees under law.

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

IN WITNESS WHEREOF, the said Grantor has/have signed and sealed this Deed on the day and year first written above.

SAUL ELINOFF, TRUSTEE, YETTA ELINOFF, TRUSTEE AND LOIS E. RUBIN, TRUSTEE OF THE HYMAN FAMILY FOUNDATION

By Saul Elinoff  
Saul Elinoff, Trustee

By Yetta Elinoff  
Yetta Elinoff, Trustee

By Lois E. Rubin  
Lois E. Rubin, Trustee

Witness as to all:  
James N. Hoffman  
James M. McSweeney

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA )  
                                  ) SS:  
COUNTY OF ALLEGHENY )

BEFORE ME, an officer duly authorized in the State and County aforesaid to take Acknowledgments, personally appeared SAUL ELINOFF, YETTA ELINOFF and LOIS E. RUBIN, TRUSTEES OF THE HYMAN FAMILY FOUNDATION, as the duly authorized Trustees and all the Trustees of such Foundation, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the said instrument for the purposes therein contained.

WITNESS my hand and seal this 18th day of December, 1984

My Commission Expires:

Teresa M. Ross  
Notary Public

TERESA M. ROSS, NOTARY PUBLIC  
Pittsburgh, Allegheny County, PA  
My Commission Expires April 11, 1987

RECORDED IN THE OFFICIAL RECORDS OF  
DE BROWARD COUNTY, FLORIDA  
F. T. JOHNSON  
COUNTY ADMINISTRATOR

OFF REC 13946 PAGE 126

86458368

Prepared by: George Hoffman, Esq.  
GOLDBERG & KAMIN  
1408 Law & Finance Center  
Pittsburgh, Penn. 15219

DEED

THIS DEED is executed on the 18th day of December, 1984, as follows:

DAVID JACK PALGON, as Personal Representative of the Estate of SAMUEL M. HYMAN, Deceased, at Probate No. 81-5047, Broward County, Florida,

("Grantors")

*NO*  
has been paid  
Broward County for Documentary  
Stamps Tax as required by law,  
*Stanley R. Gumberg, Trustee*

AND

STANLEY R. GUMBERG, as Trustee under the Trust Agreement dated December 1, 1984, known as The Coral Ridge Shopping Center Trust,

c/o J. J. Gumberg Company, Brinton Executive Center,  
1051 Brinton Road, Pittsburgh, Pennsylvania 15221,

("Grantee")

WITNESSETH:

That the said Grantors, for themselves, and their heirs, personal representatives, successors and assigns, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by said Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, transfer, sell, remise and release unto said Grantee forever, and its successors and assigns, the following:

All of the undivided right, title and interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, described as follows:

ALL of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat of said Resubdivision, recorded in Plat Book 36, at Page 15, of the Public Records of Broward County, Florida, excepting therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A", said point being the intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard; thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A", a distance of 56 feet to the Point of Beginning; thence continuing Northeasterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90° a distance of 100 feet; thence Southwesterly, making an included angle of 90° a distance of 100 feet; thence Southeasterly, making an included angle of 90° a distance of 100 feet to the Point of Beginning.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, as recorded in Plat Book 53, at Page 20, of the Public Records of Broward County, Florida.

This deed is being given in confirmation of that certain deed recorded in Official Records Book 12508, Page 409, of the Public Records of Broward County, Florida.

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*J. Co. BK*

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

(herein called "Real Property").

It is the intention of this Deed to vest fee title in the Trustee, and also to provide for the orderly succession of Trustee hereunder, as follows:

(a) In the event that Stanley R. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Ira J. Gumberg shall automatically succeed as Successor Trustee to Stanley R. Gumberg. In the event that Ira J. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Lawrence N. Gumberg shall automatically succeed as Successor Trustee. In the event that Lawrence N. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Andrew D. Gumberg shall automatically succeed as Successor Trustee. This provision is included so as to provide a Successor Trustee hereunder.

(b) In the event of the death of any one or more of the Trustees, named in this Trust Agreement, this Trust Agreement specifically authorizes the recordation of a certified copy of the death certificate for such deceased Trustee or Trustees to be filed in the Office of the Clerk of the Circuit Court of Broward County, Florida. Upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named above, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement. In the event that any one or more of the Trustees, named herein, shall be legally declared incompetent, this Agreement specifically authorizes the recordation of a certified copy of the final adjudication of such incompetency; and upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named herein, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement.

(c) Any Trustee shall be permitted to withdraw as a Trustee, or to decline to serve, provided that such Trustee shall file in the Office of the Clerk of the Circuit Court of Broward County, Florida, a form which states that he has withdrawn, or declined to serve. Upon such recordation, the Successor Trustee, as named above, shall automatically succeed as Trustee of this Trust.

(d) In the event that all four of the persons, as named herein, for any reason shall be unable or unwilling to serve as Trustee, or continue to serve as Trustee, the Successor Trustee, in the order as named in

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this Trust Agreement, shall cause to be filed in said Office of Broward County, Florida, an Acceptance as Trustee of this Trust, which instrument shall simply confirm his appointment as the Successor Trustee under this Trust. However, the recordation of such Acceptance shall not be a condition precedent to the vesting of legal title to the Trust Property in such Successor Trustee.

(c) In the event that all of the Trustees, above named, shall for any reason fail to succeed as a Successor Trustee, it is agreed that the duly elected Corporate President of J. J. Gumberg Company, a Pennsylvania corporation, in office during such period when for whatever reason there is no Successor Trustee, as herein called for, shall automatically be designated as the Trustee under this Trust Agreement. Upon such election as President, the person shall execute and deliver to the Trustee and the holder of any outstanding real estate or the Trust Property, his Acceptance of such Trusteeship, on an instrument in recordable form; and such person shall cause to be filed in the said Office of Broward County, Florida, such Acceptance as a Trustee of this Trust, provided that such person shall in fact succeed as the Trustee hereunder. In the event that there is no such person in existence, then the proper Court of Broward County, Florida shall be authorized upon Petition of an interested party, which shall include but not be limited to the holder of any mortgage on the said Property, to designate a Successor Trustee to serve as Trustee under this Trust; and such Successor Trustee may be a corporate entity, as permitted under the laws of the State of Florida.

In addition to any and all powers, conferred by law, the Trustee who shall serve under this Indenture, shall have the following powers, which the Trustee may exercise from time to time as necessary and proper:

1. The Trustee shall take and hold the legal title to the Real Property, herein described, in accordance with the applicable provisions of Section 689.071 of the Florida Statutes in effect at the date of this instrument.
2. To mortgage the Real Property, herein described.
3. To transfer legal title to the Real Property, herein described.
4. To operate and manage the Real Property, herein described, which includes the power to lease, renew leases, sublease, grant lease options and contracts; and to grant easements and right-of-way or other covenants or charges against the said Property.
5. To make repairs, renovations and capital improvements to said Real Property.
6. To collect any and all rents and any other sums due in the course of the operation and management of said Real Property.

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7. To sue or be sued as the holder of the legal title to said Real Property; and in connection therewith, to demand, negotiate, prosecute to final judgment or compromise any claim made by or against the Trustee.

8. To enjoy and possess any of the rights as granted to the Manager under that certain Co-Tenancy and Management Agreement of Coral Ridge Shopping Plaza, dated on or about October 21, 1970, and recorded in said Office of Broward County, Florida, in Volume 4336, Page 531, which Agreement is specifically incorporated herein. West Penn Realty Company, the Manager in said Agreement, does hereby subordinate any and all of its rights in such Agreement, to the Trust Provisions of this Deed.

9. In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and is binding upon all beneficiaries under those instruments; (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary under this Deed and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

10. The Trustee shall not be required to seek by application or otherwise, and/or obtain any Court approval to exercise any power granted either by law or by this Indenture.

11. The enumeration of specific powers in this Indenture in no way shall limit any and all powers that are granted to Trustees under law.

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Prepared by: George Hoffman, Esq.  
GOLDBERG & KAMIN  
1408 Law & Finance Center  
Pittsburgh, Penn. 15219

86458369

D E E D

THIS DEED is executed on the 18th day of December, 1984, as follows:

PHYLIS WEINSTEIN, as Custodian for GARY WEINSTEIN, SAMUEL WEINSTEIN and ROBERT WEINSTEIN, and in her own right, and JACK WEINSTEIN, husband of PHYLIS WEINSTEIN,  
("Grantors")

A N D

STANLEY R. GUMBERG, as Trustee under the Trust Agreement dated December 1, 1984, known as The Coral Ridge Shopping Center Trust,

c/o J. J. Gumberg Company, Brinton Executive Center,  
1051 Brinton Road, Pittsburgh, Pennsylvania 15221,

*150* has been paid  
in toward liability for Documentary  
State Tax as required by law.  
*William Brown Deputy*

("Grantee")

WITNESSETH:

That the said Grantors, for themselves, and their heirs, personal representatives, successors and assigns, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by said Grantee, the receipt of which is hereby acknowledged, do hereby grant, bargain, transfer, sell, remise and release unto said Grantee forever, and its successors and assigns, the following:

All of the undivided right, title and interest, claim and demand which the said Grantors have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Broward, State of Florida, described as follows:

ALL of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat of said Resubdivision, recorded in Plat Book 36, at Page 15, of the Public Records of Broward County, Florida, excepting therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A", said point being the intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard, thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A", a distance of 56 feet to the Point of Beginning; thence continuing Northeasterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90° a distance of 100 feet; thence Southwesterly, making an included angle of 90° a distance of 100 feet; thence Southeasterly, making an included angle of 90° a distance of 100 feet to the Point of Beginning.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, as recorded in Plat Book 53, at Page 20, of the Public Records of Broward County, Florida.

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*21.05*

THIS DEED IS BEING GIVEN IN CONFIRMATION OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

(herein called "Real Property").

It is the intention of this Deed to vest fee title in the Trustee, and also to provide for the orderly succession of Trustee hereunder, as follows:

(a) In the event that Stanley R. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Ira J. Gumberg shall automatically succeed as Successor Trustee to Stanley R. Gumberg. In the event that Ira J. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Lawrence N. Gumberg shall automatically succeed as Successor Trustee. In the event that Lawrence N. Gumberg for any reason is unable to serve as Trustee, or to continue to serve as Trustee, whether such is necessitated by his death, incapacity, or any other reason, then in such event Andrew D. Gumberg shall automatically succeed as Successor Trustee. This provision is included so as to provide a Successor Trustee hereunder.

(b) In the event of the death of any one or more of the Trustees, named in this Trust Agreement, this Trust Agreement specifically authorizes the recordation of a certified copy of the death certificate for such deceased Trustee or Trustees to be filed in the Office of the Clerk of the Circuit Court of Broward County, Florida. Upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named above, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement. In the event that any one or more of the Trustees, named herein, shall be legally declared incompetent, this Agreement specifically authorizes the recordation of a certified copy of the final adjudication of such incompetency; and upon such recordation, legal title in the Trust Property shall have automatically vested in the next living Successor Trustee, as named herein, but the failure to record for any reason shall not invalidate the Successor Trustee procedure established in this Agreement.

(c) Any Trustee shall be permitted to withdraw as a Trustee, or to decline to serve, provided that such Trustee shall file in the Office of the Clerk of the Circuit Court of Broward County, Florida, a form which states that he has withdrawn, or declined to serve. Upon such recordation, the Successor Trustee, as named above, shall automatically succeed as Trustee of this Trust.

(d) In the event that all four of the persons, as named herein, for any reason shall be unable or unwilling to serve as Trustee, or continue to serve as Trustee, the Successor Trustee, in the order as named in

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this Trust Agreement, shall cause to be filed in said Office of Broward County, Florida, an Acceptance as Trustee of this Trust, which instrument shall simply confirm his appointment as the Successor Trustee under this Trust. However, the recordation of such Acceptance shall not be a condition precedent to the vesting of legal title to the Trust Property in such Successor Trustee.

(c) In the event that all of the Trustees, above named, shall for any reason fail to succeed as a Successor Trustee, it is agreed that the duly elected Corporate President of J. J. Gumberg Company, a Pennsylvania corporation, in office during such period when for whatever reason there is no Successor Trustee, as herein called for, shall automatically be designated as the Trustee under this Trust Agreement. Upon such election as President, the person shall execute and deliver to the Trustee and the holder of any outstanding real estate or the Trust Property, his Acceptance of such Trusteeship, on an instrument in recordable form; and such person shall cause to be filed in the said Office of Broward County, Florida, such Acceptance as a Trustee of this Trust, provided that such person shall in fact succeed as the Trustee hereunder. In the event that there is no such person in existence, then the proper Court of Broward County, Florida shall be authorized upon Petition of an interested party, which shall include but not be limited to the holder of any mortgage on the said Property, to designate a Successor Trustee to serve as Trustee under this Trust; and such Successor Trustee may be a corporate entity, as permitted under the laws of the State of Florida.

In addition to any and all powers, conferred by law, the Trustee who shall serve under this Indenture, shall have the following powers, which the Trustee may exercise from time to time as necessary and proper:

1. The Trustee shall take and hold the legal title to the Real Property, herein described, in accordance with the applicable provisions of Section 689.071 of the Florida Statutes in effect at the date of this instrument.
2. To mortgage the Real Property, herein described.
3. To transfer legal title to the Real Property, herein described.
4. To operate and manage the Real Property, herein described, which includes the power to lease, renew leases, sublease, grant lease options and contracts; and to grant easements and right-of-way or other covenants or charges against the said Property.
5. To make repairs, renovations and capital improvements to said Real Property.
6. To collect any and all rents and any other sums due in the course of the operation and management of said Real Property.

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7. To sue or be sued as the holder of the legal title to said Real Property; and in connection therewith, to demand, negotiate, prosecute to final judgment or compromise any claim made by or against the Trustee.

8. To enjoy and possess any of the rights as granted to the Manager under that certain Co-Tenancy and Management Agreement of Coral Ridge Shopping Plaza, dated on or about October 21, 1970, and recorded in said Office of Broward County, Florida, in Volume 4336, Page 531, which Agreement is specifically incorporated herein. West Penn Realty Company, the Manager in said Agreement, does hereby subordinate any and all of its rights in such Agreement, to the Trust Provisions of this Deed.

9. In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and is binding upon all beneficiaries under those instruments; (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.

The interest of any beneficiary under this Deed and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

10. The Trustee shall not be required to seek by application or otherwise, and/or obtain any Court approval to exercise any power granted either by law or by this Indenture.

11. The enumeration of specific powers in this Indenture in no way shall limit any and all powers that are granted to Trustees under law.

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

An original undivided interest in the real property, described above, was taken in the name of Phyllis Weinstein, as Custodian for Gary Weinstein, Samuel Weinstein and Robert Weinstein. The name of Phyllis Weinstein was designated on such undivided interest as Custodian for the sole purpose to designate her to hold the property during the minority of her children, Gary Weinstein, Samuel Weinstein and Robert Weinstein. Since such undivided interest was originally taken, Gary Weinstein, Samuel Weinstein and Robert Weinstein have attained the age of 21 years, and therefore they are the fee owners of the undivided interest in said real property. Such children have, by separate instrument, transferred their undivided interest to the Grantee, herein named, and the purpose of this deed is to likewise transfer the undivided interest of Phyllis Weinstein with the joinder of her spouse, Jack Weinstein.

IN WITNESS WHEREOF, the said Grantors have signed and sealed this Deed on the day and year first written above.  
PHYLLIS WEINSTEIN, as Custodian for GARY WEINSTEIN, SAMUEL WEINSTEIN and ROBERT WEINSTEIN, in her own right, and JACK WEINSTEIN, husband of PHYLLIS WEINSTEIN, WITNESS AS TO BOTH:

*[Signature]* / *Phyllis Weinstein* (SEAL)  
PHYLLIS WEINSTEIN, in her own right and as Custodian  
*[Signature]* / *Jack Weinstein* (SEAL)  
JACK WEINSTEIN  
(Wife and husband)

ACKNOWLEDGMENT

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF SARASOTA )

RECORDED IN THE OFFICIAL RECORDS OF BROWARD COUNTY, FLORIDA  
E. T. JOHNSON  
COUNTY ADMINISTRATOR

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BEFORE ME, an officer duly authorized in the State and County aforesaid to take Acknowledgments, personally appeared PHYLLIS WEINSTEIN, as Custodian for GARY WEINSTEIN, SAMUEL WEINSTEIN and ROBERT WEINSTEIN, in her own right, and JACK WEINSTEIN, husband of PHYLLIS WEINSTEIN, 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 for the purposes therein contained.

WITNESS my hand and seal this 21st day of September, 1984.

*[Signature]*  
Notary Public, State of Florida  
My Commission Expires July 16, 1985  
-5-

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 16, 1985  
Signed This Day At: Sarasota, Fla.



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**THE TRUST PROPERTY**

All of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat of said Resubdivision recorded in Plat Book 36, Page 15, of the Public Records of Broward County, Florida, excepting therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A," said point being the Intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard; thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A," a distance of 56 feet to the Point of Beginning; thence continuing Northeasterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90 degrees a distance of 100 feet; thence Southwesterly, making an included angle of 90 degrees a distance of 100 feet; thence Southeasterly making an included angle of 90 degrees a distance of 100 feet to the Point of Beginning.

ALSO LESS AND EXCEPTING THEREFROM that 21.50 feet by 31.00 feet lift station parcel as recorded in Official Records Book 2234, Page 972 of the Public Records of Broward County, Florida.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, recorded in Plat Book 53, Page 20, of the Public Records of Broward County, Florida.

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

EXHIBIT "B"

CERTIFIED COPY OF DEATH CERTIFICATE

SEE NEXT PAGE.

# LOCAL REGISTRAR'S CERTIFICATION OF DEATH

WARNING: It is illegal to duplicate this copy by photostat or photograph.

Fee for this certificate, \$6.00



This is to certify that the information here given is correctly copied from an original Certificate of Death duly filed with me as Local Registrar. The original certificate will be forwarded to the State Vital Records Office for permanent filing.

P 15096193

Certification Number

*James Barfield* / /  
Local Registrar Date Issued

FEB 17 2009

10  
HHS-10 REV. 11/2008  
TYPE / PRINT IN  
PERMANENT  
BLACK INK

COMMONWEALTH OF PENNSYLVANIA • DEPARTMENT OF HEALTH • VITAL RECORDS  
CERTIFICATE OF DEATH  
(See instructions and examples on reverse)

STATE FILE NUMBER

1. Name of Decedent (Print, middle, last, suffix) <b>STANLEY R. GUMBERG</b>		2. Sex <b>Male</b>		3. Date of Death (Month, day, year) <b>February 16, 2009</b>	
4. Age (Last birthday) <b>81</b> Yrs.		5. Date of Birth (Month, day, year)		6. Place of Birth (Check only one) <b>Pittsburgh, PA</b>	
7. Residence (City and state or foreign country) <b>Pittsburgh, PA</b>		8. Was Decedent of frequent origin? (If yes, specify dates, location, Puerto Rican, etc.) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		9. Race (American Indian, Black, White, etc.) <b>White</b>	
10. Decedent's Usual Complete (Kind of work done during most of working life. Do not state retired) <b>Real Estate Dev.</b>		11. How Decedent over 18 in U.S. Armed Forces? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		12. Decedent's Education (Specify only highest grade completed) <b>College (1-4 or 5)</b>	
13. Decedent's Marital Status (Print, date, city / town, state, zip code) <b>Married</b>		14. Marital Status (Married, Never Married, Widowed, Divorced, Separated)		15. Surviving Spouse (If wife, give maiden name) <b>Marcia Morgan</b>	
16. Decedent's Mailing Address (Street, city / town, state, zip code) <b>1045 Parish Lane Pittsburgh, PA 15213</b>		17a. State <b>Pennsylvania</b>		17b. County <b>Allegheny</b>	
18. Father's Name (Print, middle, last, suffix) <b>Joseph J. Gumberg</b>		19. Mother's Name (Print, middle, maiden surname) <b>Lillian Zimmer</b>		20. Decedent's Usual Complete (Kind of work done during most of working life. Do not state retired) <b>Real Estate Dev.</b>	
21. Decedent's Mailing Address (Street, city / town, state, zip code) <b>Marcia M. Gumberg</b>		22. Place of Decedent (Name of cemetery, crematory or other place) <b>West View Cemetery</b>		23. Location (City / town, state, zip code) <b>Rosa Township, PA 15229</b>	
24. Method of Disposition <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation		25. Date of Disposition (Month, day, year) <b>February 19, 2009</b>		26. License Number <b>FD-014333-L</b>	
27. Cause of Death (See instructions and examples) <b>Adenocarcinoma of Lung</b>		28. Date of Death <b>5:45 PM</b>		29. Date Pronounced Dead (Month, day, year) <b>February 16, 2009</b>	
30. Was an autopsy performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		31. How Autopsy Performed (Indicate First to Complete Cause of Death) <input checked="" type="checkbox"/> Internal <input type="checkbox"/> External		32. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Homicide	
33. Date of Injury (Month, day, year)		34. Injury at Work? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		35. Transportation Injury (Specify) <input type="checkbox"/> Driver / Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian	
36. Signature and Title of Registrar <b>James Barfield</b>		37. Date Filed (Month, day, year) <b>2-17-09</b>		38. Date Signed (Month, day, year) <b>2/17/2009</b>	

NAME OF REGISTRAR  
Stanley Gumberg

Disposition Permit No. 0323546

**SECOND DECLARATION**

THIS SECOND DECLARATION ("Second Declaration") is made as of April 20, 2015, by ANDREW D. GUMBERG, AS TRUSTEE (hereinafter sometimes referred to as the "Declarant") UNDER THE TRUST AGREEMENT, DATED DECEMBER 1, 1984 (the "Trust Agreement"), KNOWN AS THE CORAL RIDGE SHOPPING CENTER TRUST (the "Trust"). The Trust pertains to the real property described in Exhibit "A" attached hereto.

\* \* \* \* \*

RECITALS:

- A. Section 3 of Article 1 of the Trust Agreement provides, in essence, for a Successor Trustee if for any reason a Trustee of the Trust is unable or unwilling to serve as such.
- B. Pursuant to Declaration dated May 29, 1998, and recorded in the Public Records of Broward County, Florida, in Official Records Book 28539 at Pages 0226 through 0229 (the "Prior Declaration"), the abovementioned provisions regarding a Successor Trustee were rescinded and replaced. The Prior Declaration was approved by at least 66 2/3% of the majority in interest of the beneficiaries of the Trust.
- C. Declarant desires to rescind and replace the Prior Declaration with this Second Declaration.

DECLARANT hereby confirms the above Recitals and states the following:

1. If for any reason Declarant becomes unable or unwilling to serve as Trustee of the Trust, then Lawrence N. Gumberg shall automatically succeed as Successor Trustee; if for any reason Lawrence N. Gumberg is or becomes unable or unwilling to serve as Successor Trustee, then Zachary L. Gumberg shall automatically succeed as Successor Trustee; and if for any reason Zachary L. Gumberg is or becomes unable or unwilling to serve as Successor Trustee, then Jordan J. Gumberg shall automatically succeed as Successor Trustee.

2. Section 3(e) of Article 1 of the Trust Agreement provides, in part:

In the event that all of the individual Trustees, above named, shall for any reason whatsoever fail to succeed as a Successor Trustee, it is agreed that the duly elected Corporate President of J.J. Gumberg Co., a Pennsylvania corporation, in office during such period when for whatever reason there is no Successor Trustee, as herein set forth, shall automatically be designated as the Trustee under this Trust Agreement. Upon such election as President, the person shall execute and deliver to the Trustee, the holder of any outstanding real estate mortgage on the

3



EXHIBIT "A"

LEGAL DESCRIPTION

THE TRUST PROPERTY

All of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat of said Resubdivision recorded in Plat Book 36, Page 15, of the Public Records of Broward County, Florida, excepting therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A," said point being the Intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard; thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A," a distance of 56 feet to the Point of Beginning; thence continuing Northeasterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90 degrees a distance of 100 feet; thence Southwesterly, making an included angle of 90 degrees a distance of 100 feet; thence Southeasterly making an included angle of 90 degrees a distance of 100 feet to the Point of Beginning.

ALSO LESS AND EXCEPTING THEREFROM that 21.50 feet by 31.00 feet lift station parcel as recorded in Official Records Book 2234, Page 972 of the Public Records of Broward County, Florida.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, recorded in Plat Book 53, Page 20, of the Public Records of Broward County, Florida.

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

3


This Instrument Prepared By:  
Patrick G. Kelley, Esquire  
PATRICK G. KELLEY, P.A.  
1401 E. Broward Blvd., Suite 206  
Fort Lauderdale, Florida 33301

TRUSTEE'S AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared **ANDREW D. GUMBERG**, hereinafter referred to as "Affiant", who, upon being duly sworn, deposes and says as follows:

1. That Affiant is the Successor Trustee under the Trust Agreement dated December 1, 1984, and known as the Coral Ridge Shopping Center Trust, hereinafter referred to as the "Trust". Attached hereto as Exhibit "A" is a DECLARATION recorded in the Public Records of Broward County, Florida regarding trustee succession provisions of the Trust. Attached hereto as Exhibit "B" is the NOTICE OF SUCCESSOR TRUSTEE recorded in the Public Records of Broward County, Florida, wherein following the death of the original Trustee, Stanley R. Gumberg, Affiant agreed to serve as, and thereby became Successor Trustee of the Trust.
2. The Trust is the owner of the property known as the Coral Ridge (Mall) Shopping Center and more particularly described in Exhibit "C".
3. That the Trust has been and is still in full force and effect during the period of ownership of the property described above, and is still in full force and effect.
4. That the Affiant, as the Successor Trustee of the Trust, has full power and authority to execute any and all loan documents in connection with the mortgage loan with JPMorgan Chase Bank and that nothing in the trust documents prohibits or restricts Affiant from doing the required acts.
5. That Affiant individually does not have a direct beneficial interest in the Trust.

FURTHER AFFIANT SAYETH NAUGHT.

  
ANDREW D. GUMBERG, as Successor Trustee under The Trust Agreement, dated December 1, 1984, known as the Coral Ridge Shopping Center Trust.

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STATE OF FLORIDA )

COUNTY OF BROWARD )

The foregoing instrument was sworn to, subscribed and acknowledged before me this 30 day of June, 2015 by ANDREW D. GUMBERG, as Successor Trustee under The Trust Agreement, dated December 1, 1984, known as the Coral Ridge Shopping Center Trust, who is personally known to me or who has produced personally known as identification.

*Julia von Moos-Mildren*

NOTARY PUBLIC

Print Name: Julia von Moos-Mildren

My Commission Expires:

(SEAL)



C:\Documents and Settings\Admin\My Documents\Clients\Coral Ridge Mall-Chase\Trustees Affidavit.wpd

Exhibit "A"

98-406790 T#001  
07-10-98 12:33PM

DECLARATION

THIS DECLARATION ("Declaration") is made as of May 29, 1998, by the following persons: STANLEY R. GUMBERG, AS TRUSTEE UNDER THE TRUST AGREEMENT, DATED DECEMBER 1, 1984 (the "Trust Agreement"), KNOWN AS THE CORAL RIDGE SHOPPING CENTER TRUST (the "Trust"); IRA J. GUMBERG; LAWRENCE N. GUMBERG; AND ANDREW D. GUMBERG.

\* \* \* \* \*

The parties hereto hereby agree and declare as follows:

1. Article 2(a) of the Trust Agreement states, in essence, that if for any reason Stanley R. Gumberg is unable to serve as Trustee of the Trust, the Successor Trustee shall be, first, Ira J. Gumberg if able to serve, or, second, Lawrence N. Gumberg if able to serve, or third, Andrew D. Gumberg if able to serve.

2. Article 2(a)(ii) of the Trust Agreement states:

Any Trustee shall be permitted to withdraw as a Trustee, or to decline to serve, provided that such Trustee shall file in the Office of the Clerk of the Circuit Court of Broward County, Florida, a form which states that he has withdrawn, or declined to serve. Upon such recordation, the Successor Trustee, as named above, shall automatically succeed as Trustee of this Trust.

3. If for any reason Stanley R. Gumberg becomes unable to serve as Trustee of the Trust, then Ira J. Gumberg and Lawrence N. Gumberg shall and hereby do decline to serve as Successor Trustee as long as Andrew D. Gumberg serves as Successor Trustee. If Stanley R. Gumberg becomes unable to serve as Trustee of the Trust, and if for any reason Andrew D. Gumberg is or becomes unable to serve as Successor Trustee, then, as provided in Article 2 (a) of the Trust Agreement, Ira J. Gumberg shall automatically succeed as Successor Trustee and if for any reason he is or becomes unable to serve in such capacity, then Lawrence N. Gumberg shall automatically succeed as Successor Trustee.

BK 200539Pg 0226

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JH

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the date first above written.

Witness:

Stanley R. Gumberg  
James D. Mung

Stanley R. Gumberg  
Stanley R. Gumberg, as Trustee under the Trust Agreement, dated December 1, 1984, known as the Coral Ridge Shopping Center Trust

Dawn M. Paulotic  
Stanley R. Gumberg

Ira J. Gumberg  
Ira J. Gumberg

Jodi L. Lewis  
Stanley R. Gumberg

Lawrence N. Gumberg  
Lawrence N. Gumberg

Robert D. Howard  
Petra Coole

Andrew D. Gumberg  
Andrew D. Gumberg

COMMONWEALTH OF PENNSYLVANIA )  
 )SS:  
COUNTY OF ALLEGHENY )

The foregoing instrument was acknowledged before me this 24th day of June, 1998, by STANLEY R. GUMBERG, AS TRUSTEE UNDER THE TRUST AGREEMENT, DATED DECEMBER 1, 1984, KNOWN AS THE CORAL RIDGE SHOPPING CENTER TRUST; he is personally known to me and has taken an oath.

Sign: Lesa C. Brasco  
Print: Lesa C. Brasco  
Title: Notary Public

Notarial Seal  
Lesa C. Brasco, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Jan. 17, 2002  
Member, Pennsylvania Association of Notaries

BK 28539PGU2211

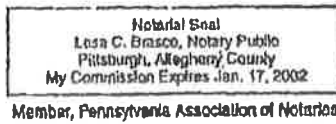
My Commission Expires:

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA )  
 )SS:  
COUNTY OF ALLEGHENY )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 1998, by IRA J. GUMBERG; he is personally known to me and has taken an oath.

Sign: *Lesa C. Brasco*  
Print: Lesa C. Brasco  
Title: Notary Public



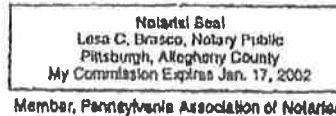
My Commission Expires:

[Notarial Seal]

COMMONWEALTH OF PENNSYLVANIA )  
 )SS:  
COUNTY OF ALLEGHENY )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 1998, by LAWRENCE N. GUMBERG; he is personally known to me and has taken an oath.

Sign: *Lesa C. Brasco*  
Print: Lesa C. Brasco  
Title: Notary Public



077791600790

My Commission Expires:

[Notarial Seal]

STATE OF FLORIDA )  
 )SS:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 26 day of June, 1998, by ANDREW D. GUMBERG; he is personally known to me and has taken an oath.

Sign: Petra Coole  
Print: Petra Coole  
Title: Notary Public

My Commission Expires: 3-19-01



This instrument was prepared by and should be returned to:

Robert E. Howard, Vice President and General Counsel  
Gumberg Asset Management Corp.  
3200 N. Federal Highway  
Ft. Lauderdale, FL 33306

027001000000

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR



EXHIBIT "A"

LEGAL DESCRIPTION

THE TRUST PROPERTY

All of Tract "A" of the RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat of said Resubdivision recorded in Plat Book 36, Page 15, of the Public Records of Broward County, Florida, excepting therefrom that portion thereof more fully described as follows:

Commencing at the Southwest corner of said Tract "A," said point being the Intersection of the East right-of-way line of Federal Highway and the North right-of-way line of Oakland Park Boulevard; thence Northwesterly along the Westerly line of said Tract "A" a distance of 400 feet; thence Northeasterly, perpendicular to the said Westerly line of Tract "A," a distance of 56 feet to the Point of Beginning; thence continuing Northeasterly along the aforesaid course a distance of 100 feet; thence Northwesterly, making an included angle of 90 degrees a distance of 100 feet; thence Southwesterly, making an included angle of 90 degrees a distance of 100 feet; thence Southeasterly making an included angle of 90 degrees a distance of 100 feet to the Point of Beginning.

ALSO LESS AND EXCEPTING THEREFROM that 21.50 feet by 31.00 feet lift station parcel as recorded in Official Records Book 2234, Page 972 of the Public Records of Broward County, Florida.

AND

All of Block 1 of CORAL RIDGE PLAZA, according to the Plat thereof, recorded in Plat Book 53, Page 20, of the Public Records of Broward County, Florida.

AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

EXHIBIT "B"  
CERTIFIED COPY OF DEATH CERTIFICATE

SEE NEXT PAGE.

# LOCAL REGISTRAR'S CERTIFICATION OF DEATH

WARNING: It is illegal to duplicate this copy by photostatic or photograph.



This is to certify that the information here given is correctly copied from an original Certificate of Death duly filed with me as Local Registrar. The original certificate will be forwarded to the State Vital Records Office at Harrisburg, Pa.

Local Registrar \_\_\_\_\_ Date Issued \_\_\_\_\_

FEB 17 2009

COMMONWEALTH OF PENNSYLVANIA - DEPARTMENT OF HEALTH - VITAL RECORDS  
**CERTIFICATE OF DEATH**  
 (See instructions and examples on reverse)

STATE FILE NUMBER

BY ORDER  
 REGISTRAR  
 COUNTY

1. Name of Decedent (Print, include last, first, middle) <b>STANLEY R. GUMBERG</b>		2. Sex <b>Male</b>		3. Date of Death (Month, day, year) <b>February 16, 2009</b>	
4. Age (Last birthday) <b>81</b> yrs.		5. Date of Birth (Month, day, year) <b>May 30, 1927</b>		7. Burial (City and name of funeral home) <b>Pittsburgh, PA</b>	
8. Place of Death (Check only one) <input type="checkbox"/> Hospital <input type="checkbox"/> CR / Outpatient <input type="checkbox"/> DCA <input type="checkbox"/> Nursing Home <input checked="" type="checkbox"/> Home <input type="checkbox"/> Other (Specify)		9. Cause of Death (Check only one) <input type="checkbox"/> Natural <input type="checkbox"/> CR / Outpatient <input type="checkbox"/> DCA <input type="checkbox"/> Nursing Home <input checked="" type="checkbox"/> Home <input type="checkbox"/> Other (Specify)		10. Race (Specify) <b>White</b>	
11. County of Birth <b>Allegheny</b>		12. City, Town, Vlg. of Birth <b>Pittsburgh</b>		13. Facility Name (If not number, give street and number) <b>1045 Parish Lane</b>	
14. Decedent's Blood Component (List if more than one during period of possible life donor status) <b>Christoph of the Board</b>		15. What Decedent was in PA U.S. Armed Forces? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		16. Decedent's Education (Specify only highest grade completed) <b>4</b>	
17. Decedent's Marital Status (Specify) <b>Married</b>		18. Marital Status (Specify) <b>Married</b>		19. Spouse's Name (If wife, give maiden name) <b>Marcia Morgan</b>	
20. Decedent's Mailing Address (Street, city, town, state, zip code) <b>1045 Parish Lane Pittsburgh, PA 15213</b>		21. Decedent's Residence (City, town, state) <b>Pennsylvania</b>		22. Decedent's Residence (City, town, state) <b>Allegheny</b>	
23. Father's Name (Print, include last, first, middle) <b>Joseph J. Gumberg</b>		24. Mother's Name (Print, include last, first, middle) <b>Lillian Zigmer</b>		25. Decedent's Mailing Address (Street, city, town, state, zip code) <b>1045 Parish Lane, Pittsburgh, PA 15213</b>	
26. Decedent's Name (Print, include last, first, middle) <b>Marcia M. Gumberg</b>		27. Date of Disposition (Month, day, year) <b>February 19, 2009</b>		28. Place of Disposition (Name of cemetery, church, or other place) <b>West View Cemetery</b>	
29. Disposition (Check only one) <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		30. License Number <b>FD-014333-L</b>		31. Name and Address of Facility <b>Ralph Schugar Chapel, 5509 Centre Avenue, Pittsburgh PA 15232</b>	
32. Date of Death <b>February 16, 2009</b>		33. Time of Death <b>5:45 pm</b>		34. Date of Disposition (Month, day, year) <b>February 16, 2009</b>	
35. Cause of Death (List instructions and examples on reverse) <b>Heart Disease</b>		36. Date of Injury (Month, day, year)		37. Description of Injury Occurred	
38. Signature and Title of Registrar <b>Carolyn D. Ziegler, M.D.</b>		39. License Number <b>M0054383 L</b>		40. Date of Birth (Month, day, year) <b>2/17/2009</b>	
41. Registrar's Signature and Title <b>James Barfield</b>		42. Date of Birth (Month, day, year) <b>2-17-09</b>		43. Name and Address of Person Who Completed Case of Death (Form 77) <b>Carolyn D. Ziegler, M.D. 533 D University Ave. Room 4000 Pittsburgh, PA 15260</b>	

Disposition Form No. 0323546

EXHIBIT "C"

LEGAL DESCRIPTION

THE TRUST PROPERTY

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AND

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AND

Lots 10 and 11 in Block "T" of CORAL RIDGE COUNTRY CLUB SUBDIVISION, according to the Plat thereof, recorded in Plat Book 36, Page 30, of the Public Records of Broward County, Florida.

Record #	Description	Application Name	Record Type	Balance	Planner	Street #	Dir	Street	Nan	Type	Opened	Date	Status
PLN-BOA-20080001		Target Variance	Z- Board of Adjustment (BOA)	0		3200	N	FEDERAL	HWY		8/6/2020		Open
BT-RTL-REN-20070581		Retail-Wholesale Renewal	Retail - Wholesale Business Tax Renewal	48.3		3200	N	FEDERAL	HWY		7/1/2020		In Process
BT-RTL-REN-20071247		Retail-Wholesale Renewal	Retail - Wholesale Business Tax Renewal	1008		3200	N	FEDERAL	HWY		7/1/2020		In Process
CE19080161	REQUIRED FIRE BACKFLOW DEVICE HAS NOT BEEN, RECERTIFIED, CCN:6X48-H8JZ,	GUMBERG,STANLEY R TR/T-1163 % PROP	Building Code Case	0		3200	N	FEDERAL	HWY		8/3/2019		Closed
VIO-CE19080161_1	REQUIRED FIRE BACKFLOW DEVICE HAS NOT BEEN	GUMBERG,STANLEY R TR/T-1163 % PROP	Violation-BLD Hearing	0		3200	N	FEDERAL	HWY		8/3/2019		Closed
BL-1602810		CVS PHARMACY #16524 @ TARGET	Retail - Wholesale Business Tax Receipt	0		3200	N	FEDERAL	HWY		8/30/2017		About to Expire
CE15051477	L/S ASAP TAX & LIEN 0 OPEN CASES	GUMBERG,STANLEY R TR/T-1163 % PROP	Code Case	0		3200	N	FEDERAL	HWY		5/21/2015		Closed
VIO-CE15051477_1		GUMBERG,STANLEY R TR/T-1163 % PROP	Violation-CODE Hearing	0		3200	N	FEDERAL	HWY		5/21/2015		Closed
PM-15012420	ELECTRICAL	ELECTRICAL	Electrical Commercial Permit	0		3200	N	FEDERAL	HWY		1/30/2015		Complete
PM-12070599	TARGET(STARBUCKS): INSTALL 1 30a RECEPTACLE REMOVE EXISTING DISPLAY FROM J BOX/ INSTALL NEW ~PREWIRED POWER POLES FOR NEW DISPLAY	TARGET(STARBUCKS): INSTALL 1 30a RECEPTACLE	Electrical Commercial Permit	0		3200	N	FEDERAL	HWY		7/10/2012		Complete
PM-12021264		REMOVE EXISTING DISPLAY FROM J BOX/ INSTALL NEW	Electrical Commercial Permit	0		3200	N	FEDERAL	HWY		2/17/2012		Complete
PM-09091123	TARGET STORE:INSTALL SHOPPING CART SECURITY SYSTEM GENERAL LANDSCAPING FOR PARKING AREA OF TARGET ~STORE	TARGET STORE:INSTALL SHOPPING CART SECURITY SYSTEM	Electrical Burglar Alarm	0		3200	N	FEDERAL	HWY		9/17/2009		Complete
PM-09021924	~(BP #08071365) TARGET: FIRE ALARM 1PANEL 44DEVICES, BUGLAR ALARM ~1PANEL 21DEVICES BP 08071365	GENERAL LANDSCAPING FOR PARKING AREA OF TARGET	Landscape Installation Permit	0		3200	N	FEDERAL	HWY		2/26/2009		Complete
PM-09011219	~rev2 F E ISSUED 8/11/09 LOW VOLTAGE ELECTRIC FOR TARGET STORE RENOVATION ~AND	TARGET: FIRE ALARM 1PANEL 44DEVICES, BUGLAR ALARM	Fire Alarm System Permit	0		3200	N	FEDERAL	HWY		1/23/2009		Complete
PM-09010656	~ADDITION (BP #08071365) ELECTRICAL FOR TEMPORARY TRAILER	LOW VOLTAGE ELECTRIC FOR TARGET STORE RENOVATION	Electrical Low Voltage Permit	0		3200	N	FEDERAL	HWY		1/14/2009		Complete
PM-08121639	~BP 08120811 TEMPORARY CONSTRUCTION ENTRANCE FOR ADD ON TARGET ~STORE	ELECTRICAL FOR TEMPORARY TRAILER	Electrical Commercial Permit	0		3200	N	FEDERAL	HWY		12/31/2008		Complete
PM-08121316	TARGET: TEMP CONSTRUCTION TRAILER ~b-recheck 1/6/9 b	TEMPORARY CONSTRUCTION ENTRANCE FOR ADD ON TARGET	Commercial Addition Permit	0		3200	N	FEDERAL	HWY		12/22/2008		Complete
PM-08120811	~B-RECHECK-12/31/08-B,,E,F,P (SUB ADDED) TARGET:TEMP CONSTRUCTION FENCE CHAIN 3GATES	TARGET: TEMP CONSTRUCTION TRAILER	Accessory Structure Permit	0		3200	N	FEDERAL	HWY		12/12/2008		Complete
PM-08120813	~724"X6"-BP BP 08071365- "TARGET"STORE-NEW 3979 SF SHEET METAL ROOF FOR ~ADDITION ~BP 08071365 ~" ENGR UPLIFT TEST FOR LIGHTWEIGHT CONCRETE REQ" ~	TARGET:TEMP CONSTRUCTION FENCE CHAIN 3GATES	Fence Permit	0		3200	N	FEDERAL	HWY		12/12/2008		Complete
PM-08111142	~REVISION 2 ADDING SQ FOOTAGE TO ROOF PERMIT" "TARGET"INSTALLATION OF REFRIG,PIPING,CASES, & ~WALK IN COOLERS AS PER PLANS FOR INTERIOR ~RENOVATION	"TARGET"STORE-NEW 3979 SF SHEET METAL ROOF FOR	Re-Roof Permit	0		3200	N	FEDERAL	HWY		11/20/2008		Complete
PM-08111045	~BP 08071365	"TARGET"INSTALLATION OF REFRIG,PIPING,CASES, &	Mechanical Commercial Permit	0		3200	N	FEDERAL	HWY		11/18/2008		Complete

DOCUMENTS/REVIEWS

~\*\*\*PCO #3 STOCKROOM 148

~\*\*\*PCO #4 FITTING ROOMS 150 & 105A

~\*\*\*PCO #5 109 CIRCULATION,151 COATS LOCKERS,154A

~VESTIBULE,155 EQUIP STORAGE,159 CONF RM,160

~STL,161 CONF RM,162 OPEN OFC,163 ETL OFC,164

~ADDITION TO EXISTING TARGET STORE

~SIGNED CO PICKED UP BY CONTRACTOR

~

~B-REV10-9/16/09-FIRE

~

~

~B-REV9-ELEC 9/01/2009

~

~B-REV7

~B-REV8 8/12/9 B

~6/9/9 B,M,P,G issued 6/17/09

~B-REV6-PLUMB ISSUED 6/3/09

~

~\*\*\*PCO #1 1 HOUR PHOTO/GUEST SERVICES/WOMENS, MENS

~& FAMILY RESTROOMS/FROTRNTRANCE/

~PHARMACY&RESTROOM/JANITOR CLOSET

~\*\*\*PCO #2 CASH OFC VEST/CIRCULATION/CNTRL/STRG/AP

~HR/TSC STRG,166 EXT STRGE,167 ELECTRICAL RM

~\*\*\*PCO #6 FOOD AVE & STARBUCKS SALES AREA RMS 120

~122 123 124 165 173 174

~

~B-REV5 3/25/9 M,B ISSUED 5/4/09

PM-08071365	~B-SUNSHADE SHOP DRAWINGS ISSUED 5/04/09 NEW PLUMBING FIXTURES FOR TARGET REMODEL (BP ~#08071365)	ADDITION TO EXISTING TARGET STORE	Commercial Addition Permit	0	3200 N	FEDERAL	HWY	7/17/2008	Complete
PM-08071369	INSTALL HVAC SYSTEM FOR "TARGET" INTERIOR ~RENOVATION	NEW PLUMBING FIXTURES FOR TARGET REMODEL (BP	Plumbing Commercial Permit	0	3200 N	FEDERAL	HWY	7/17/2008	Complete
PM-08071370	~(BP #08071365) ELECTRICAL FOR TARGET STORE REMODEL	INSTALL HVAC SYSTEM FOR "TARGET" INTERIOR	Mechanical HVAC New Install Permit	0	3200 N	FEDERAL	HWY	7/17/2008	Complete
PM-08071372	~(BP #08071365) "TARGET" ADD TO EXISTING FIRE SPRINKLER 18 HEADS	ELECTRICAL FOR TARGET STORE REMODEL	Electrical Commercial Permit	0	3200 N	FEDERAL	HWY	7/17/2008	Complete
PM-08071373	~BP #08071365)	"TARGET" ADD TO EXISTING FIRE SPRINKLER 18 HEADS	Sprinkler System Aboveground	0	3200 N	FEDERAL	HWY	7/17/2008	Complete
PM-04112237	RECON 2 REFIRG COMPRSS@ROOF TARGET04061886	RECON 2 REFIRG COMPRSS@ROOF TARGET04061886	Electrical Commercial Permit	0	3200 N	FEDERAL	HWY	11/24/2004	Complete
PM-04102122	INSTALL 4 FIRE SPRINKLER HEADS 04061886	INSTALL 4 FIRE SPRINKLER HEADS 04061886	Sprinkler System Aboveground	0	3200 N	FEDERAL	HWY	10/26/2004	Complete
PM-04100756	INSTALL WALK-IN COOLER, INST SPL SYSTEM	INSTALL WALK-IN COOLER, INST SPL SYSTEM	Mechanical Commercial Permit	0	3200 N	FEDERAL	HWY	10/8/2004	Complete
PM-04100704	ELECTRIC TO TARGET RENOVATION 04061886 TARGET-RENO 1COOLER 18 REACH FREEZE 20 ~REACH IN COOLERS	ELECTRIC TO TARGET RENOVATION 04061886	Electrical Commercial Permit	0	3200 N	FEDERAL	HWY	10/8/2004	Complete
~									
~									
PM-04061886	~B-LOST JOB SET 02/25/05 B	TARGET-RENO 1COOLER 18 REACH FREEZE 20	Commercial Alteration Permit	0	3200 N	FEDERAL	HWY	6/18/2004	Complete
AB-0042559	~B-REV2 11/19/04 M-B	TARGET - STORE #T-1163	Resident/Business Alarm Registration	0	3200 N	FEDERAL	HWY	10/6/1999	Active
BL-991784		TARGET STORES #1163	Retail - Wholesale Business Tax Receipt	0	3200 N	FEDERAL	HWY	10/5/1999	About to Expire

**Sec. 47-19.2.II.2.a Portable storage units. The PSU shall not exceed eight (8) feet in width, sixteen (16) feet in length and nine (9) feet in height.**

2. A PSU is subject to the following conditions when located on a property in the City of Fort Lauderdale:
  - a. The PSU shall not exceed eight (8) feet in width, sixteen (16) feet in length and nine (9) feet in height.

**Sec. 47-19.2.II.2.b Portable storage units. There shall be no more than one (1) PSU allowed per site.**

2. A PSU is subject to the following conditions when located on a property in the City of Fort Lauderdale:
  - b. There shall be no more than one (1) PSU allowed per site.

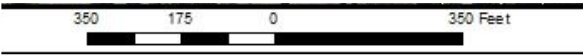
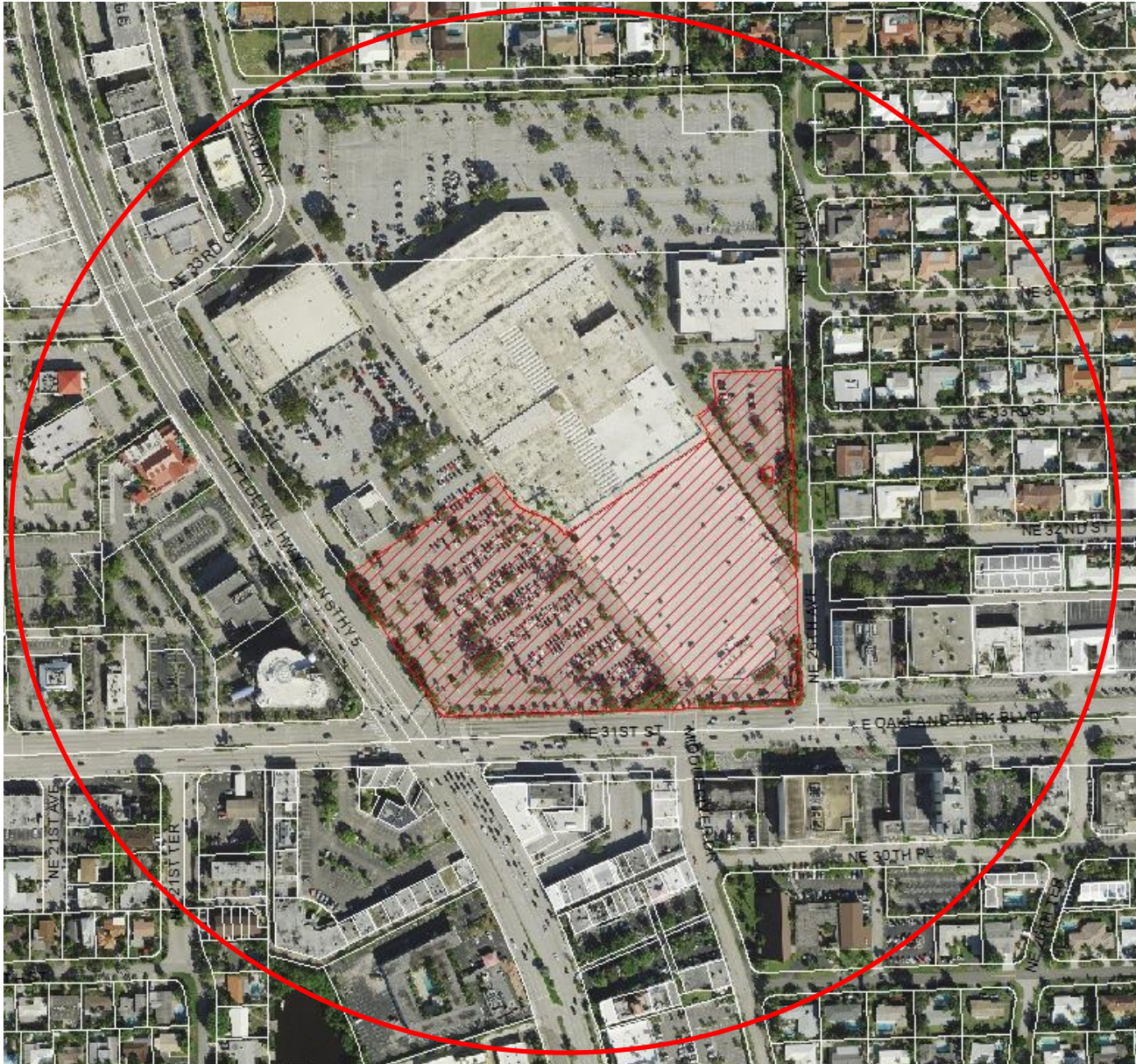
**Sec. 47-19.2.II.4.b. Portable storage units. Non-residential use.**

4. A PSU shall not remain on a property in excess of the following duration. An event, as defined in this section, shall begin with the delivery and end with the removal of the PSU. Events may not be consecutive.

b. *Non-residential use:* A maximum of thirty (30) calendar days per event and two events per commercial rental unit on a property per calendar year. A non-residential use by any applicant may not exceed sixty (60) days on a property per calendar year. A PSU on a commercial property must be located in a designated parking area on a portion of the site that has the least visibility from adjoining public rights-of-way.

**Sec. 47-19.5.J.1 -Temporary fences.**

1. A temporary construction fence may be permitted in conjunction with construction on a site in accordance with requirements determined by the department. The height, setback, landscaping and other requirements for a fence may be waived by the department subject to safety concerns. Such fence shall not be placed on the development site prior to final site plan approval or prior to issuance of the first building permit, whichever occurs first; and must be removed within two (2) weeks after issuance of a certificate of occupancy (CO) or termination of site plan approval, whichever occurs first; and shall be removed if the building permit has expired and has not been issued within one hundred eighty (180) days of expiration.



**NARRATIVE**  
**FOR**  
**VARIANCE APPLICATION**

This is a variance request to allow the Target at North Federal Highway and East Oakland Park Boulevard to place five portable storage units within the excess parking spaces adjacent to the side and rear of the property during the last quarter of each when customer's demand for merchandise is at its peak.

This request requires a variance from the following subsections of Code Section 47-19.2 I.I.

<b>Standard</b>	<b>Code Section</b>	<b>Permitted</b>	<b>Request</b>
Size of Unit	47-19.2.II.2.a.	8' x 16' x 9'	8' x 40' x 8.5'
Number of Units	47-19.2.II.2.b.	1 unit	5 units
Time Limit	47-19.2.II.4.b.	30 days per event but no more than 60 days in a single calendar year	90 days

The Target Parcel and the Coral Ridge Shopping Center are depicted below.





This request complies with the criteria required for the granting of a variance as explained below.

- a. *Special conditions and circumstances affect the property at issue which prevent the reasonable use of such property; and*

The Target building is located within the existing Coral Ridge Shopping Center, which is at the intersection of Oakland Park Boulevard and Federal Highway. Viewing the aerial photo below you will note that Federal Highway bends considerably to the east at it meets Oakland Park Boulevard creating curved frontage along Federal Highway and an intersection that meets more like an “X” rather than at right angles.



That roadway configuration makes it difficult to properly utilize the property commensurate with its size, given the difficulty of orienting the buildings to the roadway and locating the parking to be convenient to the retail shops. In addition, the building envelope on the shopping center site is further limited and defined by the signalized intersection at Middle Rive Drive and Oakland Park Boulevard. Middle River Drive is continued as a major driveway through the Shopping Center and then northward.



Although that signalized intersection and its extension northward through the shopping center alleviate traffic congestion at the Federal Highway and Oakland Park Boulevard intersection and provide a safe and convenient method of accessing Oakland Park Boulevard in the eastward direction, the combination of the eastward bend at Federal Highway and the signalized intersection at Middle River Drive limits the available the building envelope area within the Shopping Center.

Target explored the possibility of expanding the existing building footprint but because of the roadway issues, the Target building is literally shoved up to the corner of the Shopping Center site leaving the building incapable of expansion to address its storage needs.

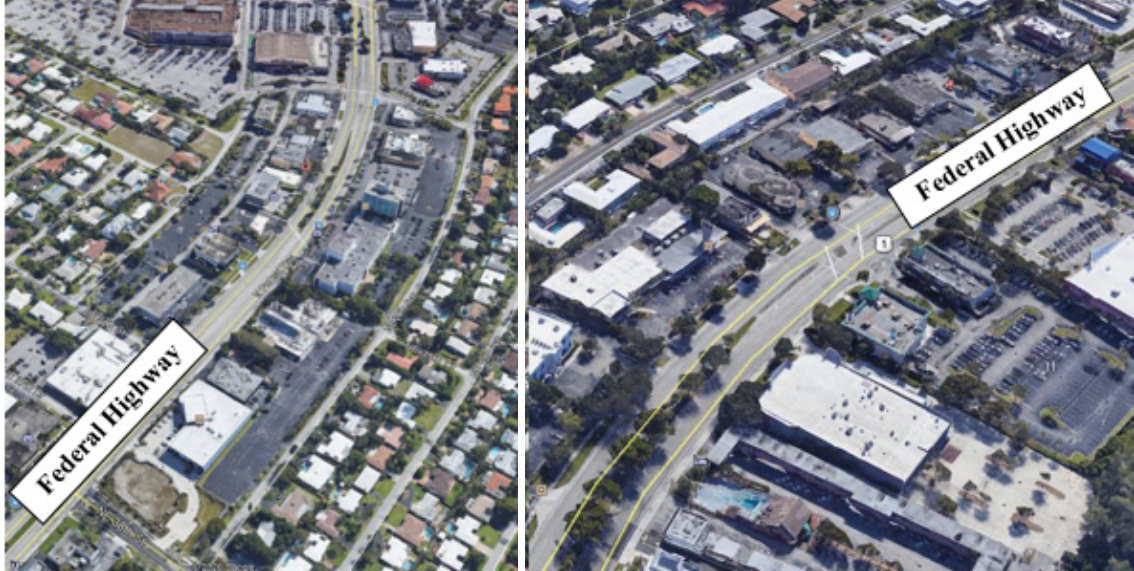
- b. *Circumstances which cause the special conditions are peculiar to the property at issue, or to such a small number of properties that they clearly constitute marked exceptions to other properties in the same zoning district; and:*

The circumstances which cause this special condition is peculiar to the property given the impact of the adjacent roadway network in this location.

- c. *Literal application of the provisions of the ULDR would deprive the applicant of a substantial property right that is enjoyed by other property owners in the same zoning district. (It shall be of no importance to this criterion that a denial of the variance sought might deny to the owner a more profitable use of the property, provided the provisions of the ULDR still allow a reasonable use of the property; and*

The aerials below, show commercial properties along Federal Highway located north and south of Coral Ridge Shopping Center, in the same zoning district as the

shopping center. Those retail parcels are smaller and shallower than the shopping center. Because of their size and shape they are not disadvantaged by the roadway configuration and can achieve development commensurate with the size of the parcel.



Such is not the case with the Target Parcel within that Shopping Center. Because of depth, shape and size of the Target Parcel and building and parking configuration resulting from the roadway impacts, further building expansion to accommodate Target's storage needs is not feasible.

- d. The unique hardship is not self-created by the applicant or his predecessors, nor is it the result of mere disregard for, or ignorance of, the provisions of the ULDR or antecedent zoning regulations; and*

This unique hardship is not self-created. Rather, it is created by the impact of the adjacent roadways in this location, creating a building envelope incapable of expansion.

- e. The variance is the minimum variance that will make possible a reasonable use of the property and that the variance will be in harmony with the general purposes and intent of the ULDR and the use as varied will not be incompatible with adjoining properties or the surrounding neighborhood or otherwise detrimental to the public welfare.*

The variance is the minimum variance needed in that it is a request for only 1,600 square feet of storage capacity and would to provide the 1,600 square feet of storage and is being requested as a temporary situation for only the last quarter of the year.

T-1163 H. Lauderdale  
(c.l.f.)

Prepared By:

Robert E. Howard, Esq.  
Gumberg Asset Management Corp.  
3200 N. Federal Highway  
Ft. Lauderdale, FL 33306

98-364673 T#001  
06-19-98 04:04PM

**MEMORANDUM OF LEASE**

Made as of the 3rd day of June, 1998, by and between STANLEY R. GUMBERG, AS TRUSTEE UNDER THE TRUST AGREEMENT, DATED DECEMBER 1, 1984, KNOWN AS THE CORAL RIDGE SHOPPING CENTER TRUST, as "Landlord," and DAYTON HUDSON CORPORATION, as "Tenant," which lease (the "Lease") is dated June 3, 1998.

A. The Lease sets forth (among other things) the following:

1. Landlord's address is c/o Gumberg Asset Management Corp., 3200 N. Federal Highway, Fort Lauderdale, Florida 33306 (Attn: Legal Dept.); Tenant's address is Dayton Hudson Corporation, Target Stores - Real Estate, Attn: Property Administration, P.O. Box 1392, 33 South Sixth Street, Minneapolis, Minnesota 55440-1392.

2. The premises demised by the Lease (the "Premises") are Parcel #1 containing approximately 10.044 acres of land (the "Land") in Coral Ridge Mall Shopping Center (the "Center"), City of Ft. Lauderdale, County of Broward (the "County"), State of Florida. The Center is more particularly described in Exhibit "A" attached hereto, and the Premises are more particularly described in Exhibit "B" attached hereto.

3. The Lease term (the "Term") begins on the date Landlord tenders delivery of possession of the Land to Tenant.

4. The Term expires 25 years thereafter; subject, at Tenant's option, to Tenant's right to extend the Term for 3 periods of 10 years each on terms and conditions specified in the Lease.

5. Landlord and Tenant agree that Tenant will not have authority to create or suffer any lien for labor or materials on Landlord's interest in the Center or the Premises, and all contractors, subcontractors, materialmen, mechanics, laborers and others contracting with Tenant, and/or any subtenant of Tenant and/or any other occupant(s) of the Premises, for the construction, installation, alteration or repair of any improvements to the Premises are hereby charged with notice, pursuant to Section 713.10 of the Florida Statutes, that they must look only to Tenant and to Tenant's interest in the Premises to secure the payment of any charges for work done and/or materials furnished at the Premises and that no lien of any nature in connection with such work or materials shall attach to or otherwise affect Landlord's interest in the Premises or the Center.

Landlord and Tenant agree that Landlord will not have authority to create or suffer any lien for labor or materials on Tenant's leasehold interest in the Premises, and all contractors, subcontractors, materialmen, mechanics, laborers and others contracting with Landlord for the construction, installation, alteration or repair of any improvements to the Center are hereby charged with notice, pursuant to Section 713.10 of the Florida Statutes, that they must look only to Landlord and to Landlord's interest in the Center to secure the payment of any charges for work done and/or materials furnished at the Center and that no lien of any nature in connection with such work or materials shall attach to or otherwise affect Tenant's leasehold interest in the Premises.

B. This Memorandum will automatically terminate and be removed from the public records of the County (the "Public Records"), as if a Termination/Satisfaction of Memorandum of Lease were recorded among the Public Records, on the expiration of the Term as set forth in Paragraph 4 above or on such earlier date as the Term may be terminated; or shall automatically extend if the Term is duly extended, but in such event this Memorandum will

5/20/98

DHC: 20740V1

COMMONWEALTH LAND TITLE INSURANCE CO.  
120 N. E. 4 ST.  
FORT LAUDERDALE, FLORIDA 33301

Lease  
Memorandum

77491305K

→ w/c

BK 28426PG0194

Handwritten initials

# SKETCH OF DESCRIPTION

- TARGET TRACT -

BK 28426PG0199

EXHIBIT B

## LAND DESCRIPTION:

A portion of Tract "A", RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plot thereof as recorded in Plot Book 36, Page 15 of the Public Records of Broward County, Florida, more particularly described as follows:

COMMENCING at the northeast corner of said Tract "A"; thence  $S00^{\circ}13'26"E$ , along the east line of said Tract "A" and the west right-of-way line of N.E. 26th Avenue, 258.25 feet to the POINT OF BEGINNING; thence continue  $S00^{\circ}13'26"E$ , along said east line and west right-of-way line, 686.75 feet to a point on the arc of a tangent curve, concave to the northwest; thence southwesterly along the arc of said curve, having radius of 25.00 feet, a central angle of  $90^{\circ}00'00"$  and an arc distance of 39.27 feet to a point on the south line of said Tract "A" and the north right-of-way line of Oakland Park Boulevard; thence  $S89^{\circ}46'34"W$ , along said south line and north right-of-way line, 722.52 feet to a point on the arc of a tangent curve, concave to the northeast; thence northwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of  $57^{\circ}50'50"$  and an arc distance of 25.24 feet to a point on the west line of said Tract "A" and the easterly right-of-way line of Federal Highway (U.S. 1); thence  $N32^{\circ}22'36"W$ , along said west line and easterly right-of-way line, 348.37 feet; thence  $N57^{\circ}37'24"E$ , 379.36 feet; thence  $S32^{\circ}20'51"E$ , 65.04 feet to a point on the arc of a tangent curve, concave to the northeast; thence southeasterly along the arc of said curve, having a radius of 60.00 feet, a central angle of  $34^{\circ}01'06"$  and an arc distance of 35.62 feet; thence  $S66^{\circ}21'57"E$ , 21.20 feet to a point on the arc of a tangent curve, concave to the southwest; thence southeasterly along the arc of said curve, having a radius of 196.00 feet, a central angle of  $22^{\circ}20'09"$  and an arc distance of 76.41 feet; thence  $N57^{\circ}40'33"E$ , 374.59 feet; thence  $N32^{\circ}06'29"W$ , 51.46 feet; thence  $N57^{\circ}40'33"E$ , 45.80 feet; thence  $N00^{\circ}20'36"E$ , 66.33 feet; thence  $N89^{\circ}46'34"E$ , 160.62 feet to the POINT OF BEGINNING.

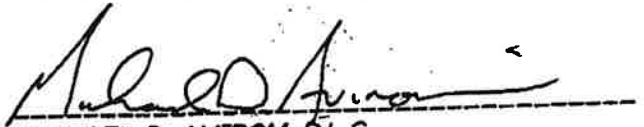
Said lands lying and situate in the City of Fort Lauderdale, Broward County, Florida, containing 437,505 square feet, 10.044 acres, more or less.

## NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are based on the Plat with the East line of Tract "A", having a bearing of  $S00^{\circ}13'26"E$ .
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## CERTIFICATION:

I HEREBY CERTIFY TO: that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on May 8, 1998. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

  
MICHAEL D. AVIROM, P.L.S.  
Florida Registration No. 3268  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300



AVIROM & ASSOCIATES, INC.  
SURVEYING & MAPPING  
60 S.W. 2ND AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33492  
TEL. (561) 392-2594, FAX (561) 394-7125

REVISED: 5/14/98

JOB # 6231-1A

DATE: 5/08/98

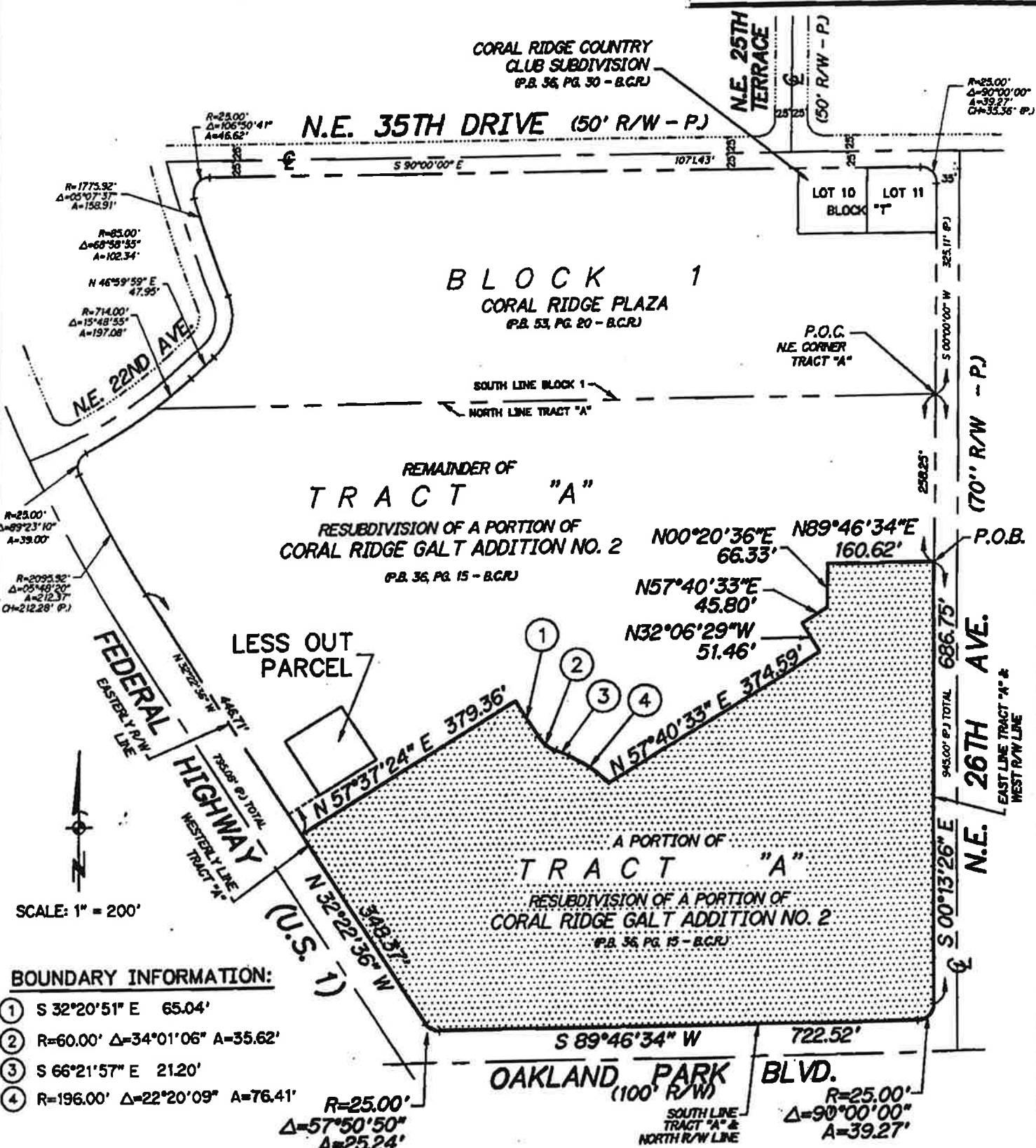
SHEET 1 OF 2

Exhibit B

# SKETCH OF DESCRIPTION

- TARGET TRACT -

BOOK 26 PG 0200



SCALE: 1" = 200'



**AVIROM & ASSOCIATES, INC.**  
SURVEYING & MAPPING  
60 S.W. 2ND AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33482  
TEL. (561) 892-2694, FAX (561) 894-7125

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR  
REVISED: 5/14/98

JOB # 6231-1A  
DATE: 5/08/98  
SHEET 2 OF 2

Exhibit B - pg. 2

DOCUMENTS REQUIRING SIGNATURE

IDENTITY OF DOCUMENT: Ground Lease, Memorandum of Lease, Escrow Instructions, Site Development Agreement, OEA

PROJECT NAME: T-Coral Ridge Mall LOCATION: Florida

THE ATTACHED DOCUMENT IS SUBMITTED AT THE REQUEST OF:

Mark Johnson  
Regional Real Estate Manager

PURPOSE OF DOCUMENT:

APPROVED BY: 5/28/98 Brad Syverson  
Legal Department

Richard Summerlee, Director  
Capital Investment Analysis

Edward J. Bierman, Vice President  
Real Estate

Bob McMahon, Sr. Vice President  
Property Development

EXECUTED BY: \_\_\_\_\_  
Title:

ATTESTED BY: \_\_\_\_\_  
Title:

Return to Laura Miller x45842

6  
Attachment

T-1163 H. Lauderdale  
(c.l.f.)

Prepared By:

Robert E. Howard, Esq.  
Gumberg Asset Management Corp.  
3200 N. Federal Highway  
Ft. Lauderdale, FL 33306

98-364673 T#001  
06-19-98 04:04PM

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5/20/98

DHC: 20740V1

COMMONWEALTH LAND TITLE INSURANCE CO.  
120 N. E. 4 ST.  
FORT LAUDERDALE, FLORIDA 33301

Lease  
Memorandum

77491305K

→ w/c

BK 28426PG0194

Handwritten initials and a circled 'D'.

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- TARGET TRACT -

BK 28426PG0199

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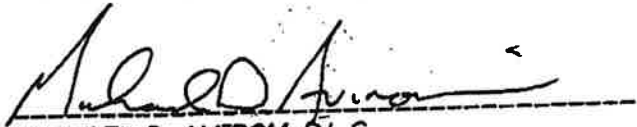
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MICHAEL D. AVIROM, P.L.S.  
Florida Registration No. 3268  
AVIROM & ASSOCIATES, INC.  
L.B. No. 3300



AVIROM & ASSOCIATES, INC.  
SURVEYING & MAPPING  
60 S.W. 2ND AVENUE, SUITE 102  
BOCA RATON, FLORIDA 33492  
TEL. (561) 392-2594, FAX (561) 394-7125

REVISED: 5/14/98

JOB # 6231-1A

DATE: 5/08/98

SHEET 1 OF 2

Exhibit B



DOCUMENTS REQUIRING SIGNATURE

IDENTITY OF DOCUMENT: Ground Lease, Memorandum of Lease, Escrow Instructions, Site Development Agreement, OEA

PROJECT NAME: T-Coral Ridge Mall LOCATION: Florida

THE ATTACHED DOCUMENT IS SUBMITTED AT THE REQUEST OF:

Mark Johnson  
Regional Real Estate Manager

PURPOSE OF DOCUMENT:

APPROVED BY: 5/28/98 Brad Syverson  
Legal Department

Richard Summerlee, Director  
Capital Investment Analysis

Edward J. Bierman, Vice President  
Real Estate

Bob McMahon, Sr. Vice President  
Property Development

EXECUTED BY: \_\_\_\_\_  
Title:

ATTESTED BY: \_\_\_\_\_  
Title:

Return to Laura Miller x45842

6  
Attachment

P02875

FILED  
MAR 22 PM 1:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Document Number Only

CT Corporation System  
660 East Jefferson Street  
Tallahassee, FL 32301  
Tel 850 222 1092  
Fax 850 222 7615  
Attn: Jeff Netherton

100003132711--6  
-02/11/00--01076--020  
\*\*\*\*\*35.00 \*\*\*\*\*35.00

CORPORATION(S) NAME

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Dayton Hudson Corporation  
Changing to: Target Corporation  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- |  |   |   |
|--|---|---|
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| <input type="checkbox"/> Nonprofit           |   |   |
| <input type="checkbox"/> Foreign             | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark               |
|  | <input type="checkbox"/> Reinstatement          |   |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report          | <input type="checkbox"/> Other              |
| <input type="checkbox"/> LLC                 | <input type="checkbox"/> Name Registration      | <input type="checkbox"/> Change of RA       |
|  | <input type="checkbox"/> Fictitious Name        | <input type="checkbox"/> UCC                |
| <input type="checkbox"/> Certified Copy      | <input type="checkbox"/> Photocopies            | <input type="checkbox"/> CUS                |
| <input type="checkbox"/> Call When Ready     | <input type="checkbox"/> Call If Problem        | <input type="checkbox"/> After 4:30         |
| <input checked="" type="checkbox"/> Walk In  | <input type="checkbox"/> Will Wait              | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out            |   |   |

Name \_\_\_\_\_  
Availability \_\_\_\_\_  
Document \_\_\_\_\_  
Examiner \_\_\_\_\_  
Updater \_\_\_\_\_  
Verifier \_\_\_\_\_  
Acknowledgement \_\_\_\_\_  
W.P. Verifier \_\_\_\_\_

02/11/00

N.C.  
G. COULLETTE MAR 22 2000

DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

00 FEB 11 AM 11:36

RECEIVED

# 2000 UNIFORM BUSINESS REPORT (UBR)

**FILED**  
**Apr 28, 2000 8:00 am**  
**Secretary of State**

04-28-2000 90091 046 \*\*\*150.00

**DOCUMENT # P02875**

1. Entity Name  
~~DAYTON HUDSON CORPORATION~~ - Target Corporation  
 Name change effective 1/30/00

Principal Place of Business 777 NICOLLET MALL #1400 CORPORATE TAX DEPT. MINNEAPOLIS MN 55402	Mailing Address 777 NICOLLET MALL #1400 CORPORATE TAX DEPT. MINNEAPOLIS MN 55402-2004
---	--



DO NOT WRITE IN THIS SPACE

2. Principal Place of Business Suite, Apt. #, etc. City & State Zip	3. Mailing Address Suite, Apt. #, etc. City & State Zip
--	--

4. FEI Number <b>41-0215170</b>	Applied For <input type="checkbox"/> Not Applicable
5. Certificate of Status Desired <input type="checkbox"/>	<b>\$8.75</b> Additional Fee Required

6. Name and Address of Current Registered Agent  
**CT CORPORATION SYSTEM**  
**1200 S. PINE ISLAND ROAD**  
**PLANTATION FL 33324**

7. Name and Address of New Registered Agent  
 Name  
 Street Address (P.O. Box Number is Not Acceptable)  
 City **FL** Zip Code

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE \_\_\_\_\_ (NOTE: Registered Agent signature required when reinstating) DATE \_\_\_\_\_  
Signature, typed or printed name of registered agent and title if applicable.

9. This corporation is eligible to satisfy its Intangible Tax filing requirement and elects to do so.   
 (See criteria on back)

**FILE NOW!!! FEE IS \$150.00**  
**After MAY 1, 2000 Fee will be \$550.00**  
**Make Check Payable to Department of State**

10. Election Campaign Financing Trust Fund Contribution.  **\$5.00** May Be Added to Fees

11. OFFICERS AND DIRECTORS		<input type="checkbox"/> Delete
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>AT</b> <b>REIF, JACK</b> <b>777 NICOLLET MALL #1400</b> <b>MINNEAPOLIS MN 55402</b>	<input type="checkbox"/>
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>CEO</b> <b>ULRICH, ROBERT J</b> <b>777 NICOLLET MALL</b> <b>MINNEAPOLIS MN</b>	<input type="checkbox"/>
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>SVP</b> <b>STORCH, GERALD R.</b> <b>777 NICOLLET MALL</b> <b>MINNEAPOLIS MN 55402</b>	<input type="checkbox"/>
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>SVP</b> <b>SCOVANNER, DOUGLAS</b> <b>777 NICOLLET MALL</b> <b>MINNEAPOLIS MN</b>	<input type="checkbox"/>
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>VCS</b> <b>HALE, JAMES T.</b> <b>777 NICOLLET MALL</b> <b>MINNEAPOLIS MN</b>	<input type="checkbox"/>
TITLE NAME STREET ADDRESS CITY-ST-ZIP	<b>D</b> <b>KOVACEVICH, RICHARD M</b> <b>6TH AND MARQUETTE</b> <b>MINNEAPOLIS MN 55402</b>	<input type="checkbox"/>

12. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11		<input type="checkbox"/> Change	<input type="checkbox"/> Addition
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/>	<input type="checkbox"/>
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/>	<input type="checkbox"/>
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/>	<input type="checkbox"/>
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/>	<input type="checkbox"/>
TITLE NAME STREET ADDRESS CITY-ST-ZIP		<input type="checkbox"/>	<input type="checkbox"/>

13. I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Section 119.07(3)(f), Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 11 or Block 12 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: Jack N. Reif Assistant Treasurer Date: 4/17/00 Daytime Phone #: 612/370-6930  
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

002873

Attachment  
-722010

**TARGET CORPORATION**

**OFFICERS & DIRECTORS**

**OFFICERS**

Robert J. Ulrich  
Kenneth Woodrow  
Gerald L. Storch

Larry V. Gilpin

John E. Pellegrone  
James T. Hale

Douglas A. Scovanner  
Vivian Stephenson

Robert G. McMahon  
Gail Dorn

Stephen C. Kowalke  
Susan Kahn  
Nathan Garvis  
Brigid A. Bonner

JoAnn Bogdan  
Robert L. Nys  
Bradley Syverson  
Terri Simard  
Jack N. Reif  
Sara Justice Ross

Chairman of the Board and CEO  
Vice Chairman  
President, Credit and Senior VP  
Strategic Business Development  
Executive Vice President, Team, Guest  
and Community Relations  
Executive Vice President, Marketing  
Sr. Vice Pres. Law General  
Counsel and Corporate Secretary  
Senior Vice President Finance & CFO  
Senior Vice President and Chief  
Information Officer  
Senior Vice President, Property Development  
VP - Communications &  
Community Relations  
Vice President & Treasurer  
Vice President, Investor Relations  
Vice President, Government Affairs  
Vice President, E-Commerce Technology  
And Strategy  
Controller & Chief Accounting Officer  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary  
Assistant Treasurer  
Assistant Treasurer

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777 Nicollet Mall, Mpls., MN 55402

Officers terms are indefinite.

**DIRECTORS**

Livio D. DeSimone

Roger A. Enrico

William W. George

Michele J. Hooper

James A. Johnson

Richard M. Kovacevich

Susan A. McLaughlin

Anne M. Mulcahy

Stephen W. Sanger

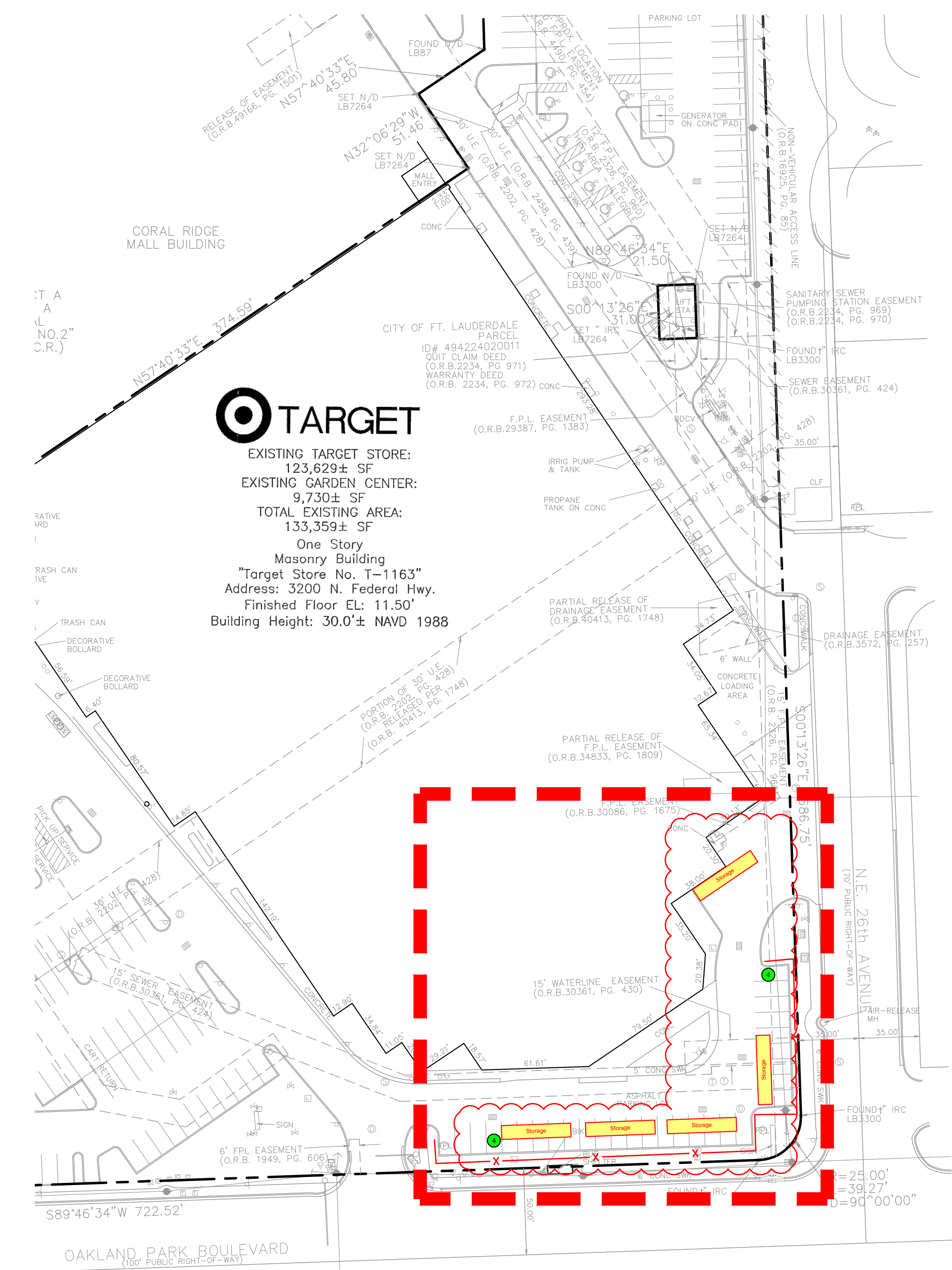
George W. Tamke

Solomon D. Trujillo

Robert J. Ulrich

3M Center, Bldg. 220-14W-05.  
St. Paul, MN 55144  
700 Anderson Hill Road  
Purchase, NY 10577  
7000 Central Avenue NE  
Minneapolis, MN 55432  
2211 Sanders Rd., Suite 400  
Northbrook, IL 60062  
3900 Wisconsin Ave. NW  
Washington, DC 20016  
Sixth & Marquette Ave  
Minneapolis, MN 55479  
675 W. Peachtree St  
Atlanta, GA 30375  
Rochester, NY 14607  
800 Long Ridge Rd.  
Stamford, CT 06904  
1 General Mills Blvd., P. O. Box 1113  
Minneapolis, MN 55440  
8000 W. Florissant Ave M/S 2502,  
P. O. Box 4100  
St. Louis, MO 63136  
1801 California Street, Suite 5200  
Denver, CO 80112  
33 South 6th Street  
Minneapolis, MN 55402

Plotted By: Barrett, Kevin. Sheet: Site/Plan - Layout/Parking August 17, 2020 01:50:26pm. K:\VRB-LDEVA\Target\2020 Target Misc Projects\Target - Fort Lauderdale CAD\Exhibits\1163 FT LAUDERDALE EXHIBITS.dwg  
 This document, together with the concepts and design presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



TARGET SQUARE FOOTAGE	137,255 SF
TOTAL SPACES REQUIRED*	137,255 SF / 250 x 0.9 = 495 SPACES
TOTAL EXISTING SPACES	626
LESS SPACES ELIMINATED FOR STORAGE UNITS	21
SPACES PROVIDED WHEN STORAGE UNITS ARE IN PLACE	605

LAND USE DESIGNATION	= COMMERCIAL
ZONING DESIGNATION	= B-3
SITE AREA (square feet & acres)	= 436,831 SF / 10.03 AC
WATER/WASTE WATER	= City of Fort Lauderdale
RESIDENTIAL DEVELOPMENT	= N/A
NON-RESIDENTIAL DEVELOPMENT	= COMMERCIAL RETAIL

	REQUIRED	PROVIDED
STANDARD	= 449	= 609
ACCESSIBLE	= 9	= 17
TOTAL	= 458 (1,300 SF)	= 626 (4.56 SP/1,000 SF, 219 SF/SPACE)

BUILDING FOOT PRINT COVERAGE	= 137,255
BUILDING TOTAL SQUARE FOOTAGE	= 137,255
FLOOR AREA RATIO	= 137,255 / 436,831 = 0.314
BUILDING HEIGHT (above grade)	= 30'
NUMBER OF STORIES	= 1
BUILDING WIDTH	= 350'
BUILDING LENGTH	= 414'

	REQUIRED	PROVIDED
FRONT	= 5'	= 25'
SIDE	= 80'	= 16.3'
REAR	= 18'	= 28.7'

**LEGAL DESCRIPTION:**

Parcel 1: (Target Parcel)  
 A portion of Tract "A", RESUBDIVISION OF A PORTION OF CORAL RIDGE GALT ADDITION NO. 2, according to the Plat thereof as recorded in Plat Book 36, Page 15 of the Public Records of Broward County, Florida, more particularly described as follows:

Commencing at the Northeast corner of said Tract "A", thence South 00°13'26" East, along the East line of said Tract "A" and the West right-of-way line of N.E. 26th Avenue, 258.25 feet to the Point of Beginning; thence continue South 00°13'26" East, along said East line and West right-of-way line, 686.75 feet to a point on the arc of a tangent curve, concave to the Northwest; thence Southwesterly along the arc of said curve, having radius of 25.00 feet, a central angle of 90°00'00" and an arc distance of 39.27 feet to a point on the South line of said Tract "A" and the North right-of-way line of Oakland Park Boulevard; thence South 89°46'34" West, along said South line and North right-of-way line, 722.52 feet to a point on the arc of a tangent curve, concave to the Northeast; thence Northwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 57°50'50" and an arc distance of 25.24 feet to a point on the West line of said Tract "A" and the Easterly right-of-way line of Federal Highway (U.S. 1); thence North 32°23'38" West, along said West line and Easterly right-of-way line, 348.37 feet; thence North 57°37'24" East, 379.35 feet; thence South 32°20'51" East, 65.04 feet to a point on the arc of a tangent curve, concave to the Northeast; thence Southeasterly along the arc of said curve, having a radius of 60.00 feet, a central angle of 34°01'06" and an arc distance of 35.62 feet; thence South 66°21'57" East, 21.20 feet to a point on the arc of a tangent curve, concave to the Southwest; thence Southeasterly along the arc of said curve, having a radius of 196.00 feet, a central angle of 22°20'09" and an arc distance of 76.41 feet; thence North 57°40'33" East, 374.59 feet; thence North 32°09'29" West, 51.46 feet; thence North 57°40'33" East, 45.80 feet; thence North 00°20'36" East, 66.33 feet; thence North 89°46'34" East, 160.82 feet to the Point of Beginning.

EXISTING RETAIL	123,629 SF
EXISTING GARDEN CENTER	9,730 SF
TOTAL EXISTING TARGET	133,359 SF
PREVIOUSLY APPROVED RETAIL	130,820 SF
PREVIOUSLY APPROVED GARDEN CENTER	6,435 SF
PREVIOUSLY APPROVED TARGET	137,255 SF
PROPOSED RETAIL	137,255 SF
PROPOSED GARDEN CENTER	0 SF
PROPOSED TARGET	137,255 SF
NET CHANGE	0 SF

EXISTING TARGET TRACT	436,831 SF 10.03 AC
EXISTING BUILDING AREA (30.53%)	133,359 SF
PREVIOUSLY APPROVED BUILDING AREA (31.44%)	137,255 SF
PROPOSED BUILDING AREA (31.44%)	137,255 SF
NET CHANGE	0 SF
EXISTING PAVING & CONCRETE (59.83%)	261,371 SF
PREV. APPROVED PAVING & CONCRETE (59.06%)	258,060 SF
PROPOSED PAVING & CONCRETE (59.06%)	258,060 SF
NET CHANGE	0 SF
EXISTING OPEN/LANDSCAPE AREA (9.64%)	42,101 SF
PREV. APPROVED OPEN/LANDSCAPE AREA (9.50%)	41,516 SF
PROPOSED OPEN/LANDSCAPE AREA (9.50%)	41,516 SF
NET CHANGE	0 SF

EXISTING MALL SPACES	1,922 (1,809 REQUIRED)
EXISTING MALL BUILDING AREA	452,153 SF
EXISTING MALL RATIO	4.25/1,000 SF
EXISTING TARGET SPACES	17
EXISTING ACCESSIBLE SPACES	802
EXISTING TYPICAL SPACES	626
TOTAL EXISTING	626
TOTAL PROPOSED	626
EXISTING-4.65 SP/1,000 SF, 215 SF/SPACE	
PROPOSED-4.56 SP/1,000 SF, 219 SF/SPACE	
TYPICAL SPACE DIMENSIONS: 9'x18'	

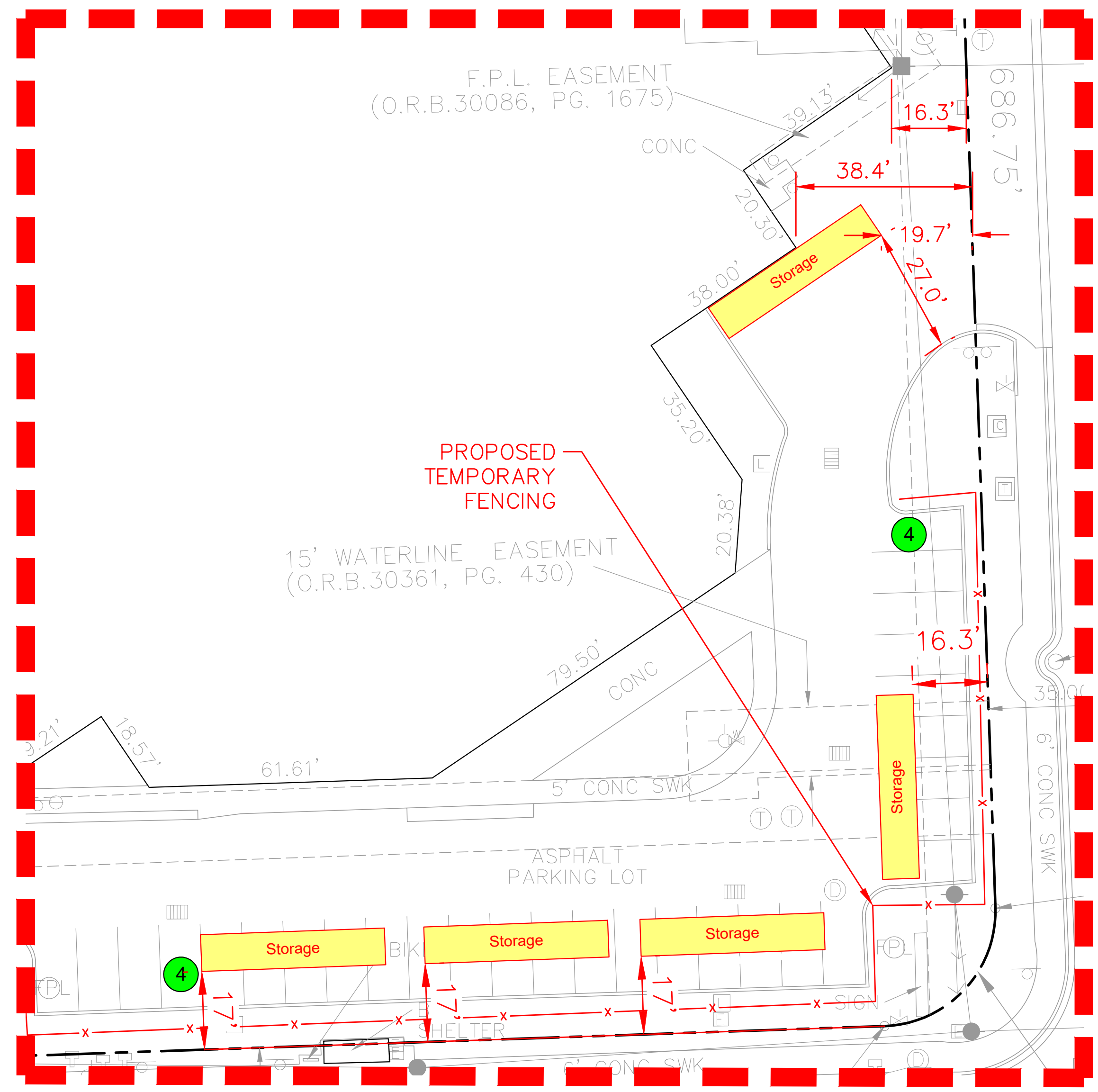




PHOTO 1 – Dated 08-04-2020



PHOTO 2– Dated 08-04-2020



PHOTO 3– Dated 08-04-2020



PHOTO 4 – Dated 08-04-2020



PHOTO 5 – Dated 08-04-2020



PHOTO 6 – Dated 08-04-2020



PHOTO 7 – Dated 08-04-2020



PHOTO 8 – Dated 08-04-2020



PHOTO 9 – Dated 08-04-2020



PHOTO 10– Dated 08-04-2020



PHOTO 11- From Google Earth



PHOTO 11- From Google Earth



