

**BOARD OF ADJUSTMENT (BOA)
ELECTRONIC CASE PACKAGE**

DATE: Wednesday, June 10, 2026

AGENDA ITEM #: 1

CASE #: PLN-BOA-26010002

NOTES: New Case

Board of Adjustment (BOA)

- **CODE SECTION(S)**
- **PROPERTY DETAILS**

Board of Adjustment (BOA)

PLN-BOA-26010002

Sec. 47-5.30. - Table of dimensional requirements for the RS-4.4 district. (Note A)

Requirements	RS-4.4
Maximum density	4.4 du/net ac.
Minimum lot size	10,000 sq. ft.
Maximum structure height	35 ft.
Maximum structure length	None
Minimum lot width	75 ft. *100 ft. when abutting a waterway on any side
Minimum floor area	1,250 sq. ft.
Minimum front yard	25 ft. Special minimum front yard setbacks: Coral Isles—15 ft. Nurmi Isles—20 ft. Pelican Isle—20 ft.
Minimum corner yard	25% of lot width, but not greater than 25 ft. 25 ft. when abutting a waterway
Minimum side yard	10 ft. - up to 22 ft. in height Where a building exceeds 22 ft. in height that portion of the building shall be set back an additional 1 foot per foot of building height above 22 ft. 25 ft. when abutting a waterway
Minimum rear yard	15 ft. 25 ft. when abutting a waterway
Minimum distance between buildings	None

	<i>Lot Size</i>	<i>**Maximum Lot Coverage</i>	<i>**Maximum Floor Area Ratio</i>
	≤10,000 sf	50%	0.75
Lot coverage and FAR	10,001—15,000 sf	45%	0.75
	>15,000 sf	40%	0.60

Sec. 47-19.2.B Accessory buildings, structures and equipment, general.

B. *Architectural features in residential districts.* Architectural features such as eaves, cornices, unenclosed balconies with open railings, window sills, awnings, chimneys, bay windows, and dormers accessory to a residential use are permitted to extend into a yard area a maximum distance of three (3) feet from the face of the building, or one-third ($\frac{1}{3}$) of the required yard, whichever is less. Unenclosed balconies with open railings may extend into the front yard to a maximum distance of five (5) feet from the face of the building and may extend the entire linear length of the front facade. Accessory uses which encroach into any yard area, excluding unenclosed balconies encroaching into the front yard, are permitted to have a total combined linear facade length not greater than twenty (20) percent of the total linear length of the facade to which they are attached. Items such as windowsills or belt courses which extend six (6) inches or less into the yard area shall not be considered for the length limitation. Eaves shall not be subject to the length limitation. The dimensional limitations of this subsection shall not apply, and the provisions of subsection C. shall apply to awnings accessory to residential use in a nonresidential zoning district.

Record

Menu Refine Search New GIS Create a Set Reports Help My Filters --Select-- Module Planning

Showing 1-33 of 33

<input type="checkbox"/>	Record, Permit, or Account #	Record Description	Application Name	Record Type	Balance	Planner Name	Street #	Dir	Street Name	Type	Unit # (start)	Status
<input type="checkbox"/>	PLN-BOA-26010002	Requesting a variance for a canopy 4 ft outside t...	variance for canopy	Z- Board of Adjustment (BOA)	0		27		ISLA BAHIA	DR		Open
<input type="checkbox"/>	UDP-PDMR-25197	DOES NOT NEED MEETING	Variance Request for carport	DRC- Preliminary Development Meeting Request	0		27		ISLA BAHIA	DR		Closed
<input type="checkbox"/>	BE25090067	NEIGHBOR STATES THAT HOUSE ELEVATION IS TOO HIGH ...		Building Code Case	0	Mary Rich	27		ISLA BAHIA	DR		Closed
<input type="checkbox"/>	BLD-GEN-24020630	ATF - INSTALL 1 CANVAS AWNING	ATF:1 CANVAS AWNING	Structural Permit	0		27		ISLA BAHIA	DR		Awaiting C
<input type="checkbox"/>	PLB-IRR-24020162	install 1" irrigation meter	Plumbing Irrigation Permit	Plumbing Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	BE24020035	Work w/o Permit :Awning in Driveway	Work w/o Permit :Awning in D...	Building Code Case	0	Jorge Martinez	27		ISLA BAHIA	DR		Special M:
<input type="checkbox"/>	PM-14030842	GENERAL LANDSCAPING BP12031145	GENERAL LANDSCAPING BP1203...	Landscape Installation Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-14010927	INSTALL LAWN IRRIGATION SYSTEM	INSTALL LAWN IRRIGATION SYSTEM	Plumbing Irrigation Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-14010240	30 DAY TEMPORARY POWER	30 DAY TEMPORARY POWER	Electrical Temporary Pole	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-13072154	FIREPLACE BP 12110389	FIREPLACE BP 12110389	Mechanical Residential Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-13071468	LOW VOLTAGE BP12031175	LOW VOLTAGE BP12031175	Electrical Low Voltage Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-13051194	HOSE BIBS 3 AT DOCK BP 13020796	HOSE BIBS 3 AT DOCK BP 13020796	Plumbing Fixture Replacement Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-13051196	INSTALL DOCK PEDESTAL AND PIER LIGHTS BP 13020796	INSTALL DOCK PEDESTAL AND PI...	Electrical Residential Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-13021442	NEW 15,961-GAL POOL FOR SFR	NEW 15,961-GAL POOL FOR SFR	Residential Pool-Spa-Fountain Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-13021453	ELEC FOR SFR POOL (BP #13021442)	ELEC FOR SFR POOL (BP #13021...	Electrical Residential Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-13021455	PLUMBING FOR SFR POOL (BP #13021442)	PLUMBING FOR SFR POOL (BP #1...	Plumbing Residential Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-13020796	REPAIR / REPLACE SEAWALL & DOCK 923 SF	REPAIR / REPLACE SEAWALL & D...	Boatlift-Dock-Seawall-Pile Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-13020747	PLUMBING SITE DRAINAGE TO BP 12031175	PLUMBING SITE DRAINAGE TO BP...	Plumbing Residential Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-12090277	CONCRETE PATIO AND SEAWALL BP12031175	CONCRETE PATIO AND SEAWALL ...	Accessory Structure Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-12071285	TEMP POLE TO BP 12031175	TEMP POLE TO BP 12031175	Electrical Residential Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-12061942	NEW ROOF TILE STEEP 6634 SQ FT	NEW ROOF TILE STEEP 6634 SQ FT	Re-Roof Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-12061948	NATURAL GAS LINES BP 12031175	NATURAL GAS LINES BP 12031175	Plumbing Gas Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-12031175	SFR ADDITION OF SECOND FLOOR ~ ~ ~INTERIOR REMODE...	SFR ADDITION OF SECOND FLOOR	Residential Addition Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-12031233	MECH PER PLANS BP12031175	MECH PER PLANS BP12031175	Mechanical HVAC New Install Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-12031234	ELECTRIC PER PLANS BP12031175	ELECTRIC PER PLANS BP12031175	Electrical Residential Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-12031235	PLUMBING PER PLANS BP12031175	PLUMBING PER PLANS BP12031175	Plumbing Residential Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-12021356	Rem.B.Olive 27"cal.property,3 Span.Cherry 13"ROW ...	Rem.B.Olive 27"cal.property,...	Landscape Tree Removal-Relocation Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-12021224	PLUMB FOR INTERIOR DEMO (BP #12021169)	PLUMB FOR INTERIOR DEMO (BP ...	Plumbing Residential Permit	-0.88		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-12021225	ELEC FOR INTERIOR DEMO (BP #12021169)	ELEC FOR INTERIOR DEMO (BP #...	Electrical Residential Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-12021169	INTERIOR DEMO OF SFR (APPROX 3500 SQ FT)	INTERIOR DEMO OF SFR (APPROX...	Residential Demolition Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-08110880	install (2) accordian shutters	install (2) accordian shutters	Shutter Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	PM-08110887	REPLACE 1 DOOR W IMPACT DOOR	REPLACE 1 DOOR W IMPACT DOOR	Window and Door Permit	0		27		ISLA BAHIA	DR		Complete
<input type="checkbox"/>	BL-987073		A SEAWALL INSPECTION SERVICE	General Business Tax Receipt	0		27		ISLA BAHIA	DR		Closed

- **PUBLIC NOTICE**
- **APPLICATION FORM**
- **PROOF OF OWNERSHIP**
- **MAIL NOTIFICATION**
- **AGENT AUTHORIZATION FORM (IF APPLICABLE)**

Board of Adjustment (BOA)



BOARD OF ADJUSTMENT MEETING NOTICE

Date: May 29th, 2026

A Public Hearing will be held before the Board of Adjustment on: **Wednesday, June 10th, 2026 at 6:00 pm.**

This meeting will be held in-person at: **Development Services Department, 700 NW 19th Avenue, Fort Lauderdale, Florida 33311** to determine whether the following application should be granted.

To view more information about this item, please visit: www.fortlauderdale.gov/government/BOA

CASE:	PLN-BOA-26010002
OWNER:	SYMONS, SUSAN R; SYMONS 2024 IRREV TR ETAL
AGENT:	KARYN RIVERA
ADDRESS:	27 ISLA BAHIA DRIVE, FORT LAUDERDALE, FL 33316
LEGAL DESCRIPTION:	LOT 36, ISLA BAHIA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 47, PAGE 27, OF THE PUBLIC RECORDS OF BROWARD, COUNTY, FLORIDA (SEE SURVEY).

ZONING DISTRICT:	RS-4.4 - RESIDENTIAL OF SINGLE FAMILY/LOW DENSITY
COMMISSION DISTRICT:	4
REQUESTING:	<p><u>Sec. 47-5.30. - Table of dimensional requirements for the RS-4.4 district. (Note A)</u></p> <ul style="list-style-type: none"> Requesting a variance to allow an existing non permitted canopy, located on the east side of the building, that is attached to the principal structure with a setback of 4 feet to the structural columns whereas the code requires a setback of 25 feet for the corner yard, a total variance request of 21 feet. <p><u>Sec. 47-19.2.B Accessory buildings, structures and equipment, general.</u></p> <ul style="list-style-type: none"> Requesting a variance to permit the canopy overhang to extend 2.85 feet into the required setback whereas the code requires a maximum of 1/3 the required setback (1.33 feet maximum) a total variance request of 1.52 feet.

To watch and listen to the Board of Adjustment Meeting:
www.fortlauderdale.gov/fltv , www.youtube.com/cityoffortlauderdale
Cable Television - Comcast Channel 78 and AT&T U-verse Channel 99

If you have any questions, please feel free to contact me directly at 954-828-6342.

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-26010002

LEGEND

 Municipal Boundary

 Subject Site



0 100 200 US Feet

Graphic Scale



CITY OF FORT LAUDERDALE

PUBLIC NOTICE

BOARD OF ADJUSTMENT MEETING

DATE: June 10th, 2026

TIME: 6:00 P.M.

CASE: PLN-BOA-26010002

Sec. 47-5.30. - Table of dimensional requirements for the RS-4.4 district. (Note A)

- Requesting a variance to allow an existing non permitted canopy, located on the east side of the building, that is attached to the principal structure with a setback of 4 feet to the structural columns whereas the code requires a setback of 25 feet for the corner yard, a total variance request of 21 feet.

Sec. 47-19.2.B Accessory buildings, structures and equipment, general.

- Requesting a variance to permit the canopy overhang to extend 2.85 feet into the required setback whereas the code requires a maximum of 1/3 the required setback (1.33 feet maximum) a total variance request of 1.52 feet.

MEETING LOCATION: DEVELOPMENT SERVICES DEPARTMENT
700 N.W. 19TH AVENUE (LOBBY)
FORT LAUDERDALE, FL., 33311
CONTACT: 954-828-6506

TO WATCH AND LISTEN TO THE BOARD OF ADJUSTMENT MEETING VISIT:
<https://www.fortlauderdale.gov/government/BOA>
www.youtube.com/cityoffortlauderdale
To view more information about this item, please visit:
www.fortlauderdale.gov/government/BOA

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 NOTIFICATION REQUIREMENTS AND AFFIDAVIT (BOA ONLY)

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, 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-26010002

APPLICANT: Karyn Rivera

PROPERTY ADDRESS: 27 Isle Bahia Dr.

PUBLIC HEARING DATE: June 10, 2020

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

- Affiant is the Applicant in the above cited City of Fort Lauderdale Board or Commission Case.
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.
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.
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.
Affiant acknowledges that this Affidavit must be executed and filed with the Zoning & Landscaping Division 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.
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. of the City of Fort Lauderdale ULDR, I will forfeit my sign deposit KR. (initial here)

Karyn Rivera SWORN TO AND SUBSCRIBED

before me in the County and State above aforesaid this 26 day of May 2020

(SEAL)



NICOLE BOWERS-THOMPSON
Commission # HH 717090
Expires September 13, 2029

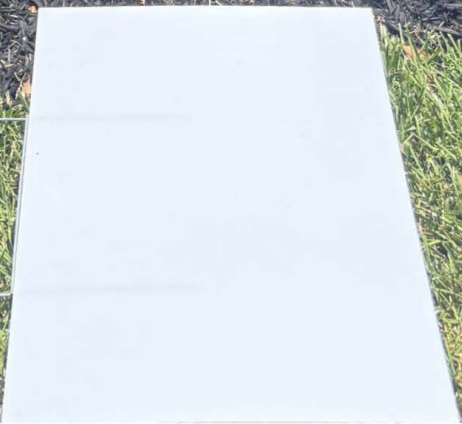
Notary Public Signature: Nicole Bowers-Thompson
NOTARY PUBLIC
MY COMMISSION EXPIRES: 9/13/2029


CITY OF FORT LAUDERDALE
PUBLIC NOTICE
BOARD OF ADJUSTMENT MEETING
 DATE: June 10th, 2026 TIME: 6:00 P.M. CASE: PLN-BOA-24010002

Sec. 47-5.30 - Table of dimensional requirements for the RS-4.4 district (Note A)
 - Requesting a variance to allow an existing non permitted canopy, located on the east side of the building, that is attached to the principal structure with a setback of 4 feet to the structural columns whereas the code requires a setback of 25 feet for the corner yard, a total variance request of 21 feet.

Sec. 47-19.2.8 Accessory buildings, structures and equipment, general.
 Requesting a variance to permit the canopy overhang to extend 2.85 feet into the required setback whereas the code requires a maximum of 1/2 the required setback (1.33 feet maximum) a total variance request of 1.52 feet.

TO REVIEW AND LISTEN TO THE BOARD OF ADJUSTMENT MEETING VISIT:
<https://www.fortlauderdale.gov/development>
 2500 W. PALM BEACH BOULEVARD, SUITE 200
 FORT LAUDERDALE, FL 33309
 CONTACT: 754.639.4000





CITY OF FORT LAUDERDALE
PUBLIC NOTICE

BOARD OF ADJUSTMENT MEETING

DATE: June 10th, 2026

TIME: 6:00 P.M.

CASE: PLN-BOA-26010002

Sec. 47-5.30. - Table of dimensional requirements for the RS-4.4 district. (Note A)

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- Requesting a variance to permit the canopy overhang to extend 2.85 feet into the required setback whereas the code requires a maximum of 1/3 the required setback (1.33 feet maximum) a total variance request of 1.52 feet.


MEETING LOCATION: DEVELOPMENT SERVICES DEPARTMENT
200 N.W. 17th Avenue (Corner)
FORT LAUDERDALE, FL 33311
CONTACT: 784.828.4536

TO WATCH AND LISTEN TO THE BOARD OF ADJUSTMENT MEETING VISIT:
<https://www.fortlauderdale.gov/government/boa>
<https://www.fortlauderdale.com/civiccenter/boards>
FOR MORE INFORMATION ABOUT THIS ITEM, PLEASE VISIT:
www.fortlauderdale.gov/government/boa

This Notice is not a contract and is not intended to create any contract. It is subject to change without notice and is not binding on the City of Fort Lauderdale.

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 CITY OF FORT LAUDERDALE
PUBLIC NOTICE

BOARD OF ADJUSTMENT MEETING
DATE: June 10th, 2026 TIME: 6:00 P.M. CASE: PLN-BOA-26010002

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MEETING LOCATION: DEVELOPMENT SERVICES DEPARTMENT
700 W. 1ST AVENUE (LOBBY)
FORT LAUDERDALE, FL 33011
CONTACT: 954-838-4155

TO WATCH AND LISTEN TO THE BOARD OF ADJUSTMENT MEETING VISIT
OFFICE: www.fortlauderdale.gov/government/boa
WEBSITE: www.fortlauderdale.gov/government/boa
OR BY MAIL: pln@fortlauderdale.gov, please visit
www.fortlauderdale.gov/government/boa





DEVELOPMENT SERVICES DEPARTMENT

ZONING AND LANDSCAPING DIVISION

BOARD OF ADJUSTMENT AND ADMINISTRATIVE VARIANCE APPLICATION FORM

Revision Date 11/08/2025 Print Date 11/08/2025 Application Form: All Applications - BOAAVF

INSTRUCTIONS: The following information is required 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/interpretation/special exception requested.

A APPLICANT / PROPERTY OWNER [For purpose of identification the Property Owner is the Applicant]
Name: Symons, Susan R; Symons 2024 irrev tr et al
Address: 27 ISLA BAHIA DR Fort Lauderdale, FL 33316
City, State, Zip: FT LAUDERDALE, FL, 33316
Phone: 305-206-2941
Email: KREXP01@HOTMAIL.COM
Proof of Ownership: Attach Tax Record/Warranty Deed
APPLICANT SIGNATURE: [Signature]

B AGENT
Name: KARYN RIVERA
Address: 6804 BREEZELOCH CT
City, State, Zip: JUPITER, FL, 33458
Phone: 305-206-2941
Email: KREXP01@HOTMAIL.COM
Agent Authorization Form: Attach Agent Authorization Form
AGENT SIGNATURE: [Signature]

C BUSINESS OWNER
Name: Not Applicable
Address/Email/Phone: Not Applicable

D PARCEL INFORMATION
Project Address: 27 ISLA BAHIA DR Fort Lauderdale, FL 33316
Parcel Number(s): 504213160370
Legal Description: SEE SURVEY

E LAND USE INFORMATION
Current Land Use Designation: RESIDENTIAL
Current Zoning Designation: RS4.4
Current Use of Property: SFR
Site Adjacent to Waterway? YES
Provide Related Case/Project #:

F PROJECT INFORMATION
This Request is: Existing
Applicable ULDR Sections: Sec. 47-5.30 & Sec. 47-19.28
Variance/Special Exception Request: Existing Canopy Extends 4ft into side setback and 2.85 ft Overhang

G DIMENSIONAL REQUIREMENTS (indicate direction N, S, E, W)
Table with columns for Required Per ULDR and Proposed, and rows for Lot Size, Lot Density, Lot Width, Building Height, Structure Length, Lot Coverage, and SETBACKS.

APPLICATION TYPE: Select the application type from the list below. Submittals are reviewed for completeness to ensure the application submittal contains all of the required information including plans, survey, proof of ownership, narrative, and other pertinent documentation.

Application type selection grid with checkboxes for Variance/Interpretation Request, Special Exception Request, and Administrative Variance Request, with completion status for each.

**Administrative Variances are for EXISTING RESIDENTIAL PROPERTIES that have been issued a Certificate of Occupancy and/or built with a Permit.



CHECKLIST FOR SUBMITTAL AND COMPLETENESS: The following information and checklist outlines the necessary items for application submittal to ensure the application is complete. Failure to provide this information will result in your application being deemed incomplete.

- Checklist items including Preliminary Meeting Date, Application Form, Proof of Ownership, Narrative, Color Photographs, Survey, Site Plan, Elevations, Landscape Plans, Additional Plans, Agent Authorization Form, Mail Notification Documentation, Envelopes, and Tax Map.

The return address shall be listed on all envelopes as follows: City of Fort Lauderdale - Zoning Division (BOA) 700 N.W. 19th Avenue Fort Lauderdale, Florida 33311

INFORMATION: The purpose of this checklist is to provide guidance regarding the application submittal. The checklist provides a list of specific information needed in order for an efficient and accurate review of plans and supporting documents. Failure to provide the required information will result in the application being deemed incomplete.

Following the receipt of a complete application, the applicant will be required to submit fourteen (14) copies of the entire submittal to the Zoning and Landscape Division to distribute to the Board of Adjustment Board Members. All copies must be clear, accurate and legible. All non-plan documents should be 8 1/2" x 11". Survey and Plans must be at half-size scale 11 x 17".

GUIDELINES AND LINKS:

LINK: ZONING EFFICIENCY SUBMITTAL CHECKLIST FOR ALL APPLICATIONS
LINK: BOARD OF ADJUSTMENT AGENDA/BACKUP/MINUTES AND RESULTS
LINK: ZONING AND LANDSCAPING DIVISION STANDARDS AT THE HANOVER CONVENTION STANDARD



Board of Adjustment (BOA) Criteria for Variance/Interpretation

Answer ALL questions on this page only if you are applying for a Variance/Interpretation request through Board of Adjustment. If additional space is needed, attach additional pages to this page. If you are not applying for a variance/interpretation, select this box.

CRITERIA: Applicants must demonstrate a unique hardship attributable to the land by providing a preponderance of the evidence for all of the following criteria. Please state your specific request and 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.A.

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

CANOPY THAT EXTENDS 21ft FEET INTO THE SIDE SETBACK and 2.85' Overhang

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

As an elderly disabled property owner there is no safe accessible access to my home without steps and cover from the elements.

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 Federal Fair Housing Act requires that - "The city must consider reasonable accommodation requests when a disability creates a need for relief from zoning rules."

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

Able bodied citizens can move expeditiously and may have several choices of entry during times of inclement weather

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 IS CORRECT

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.

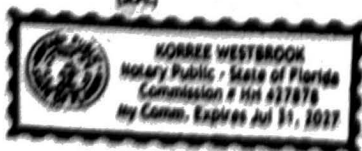
YES, THERE ARE ONLY 2 ADJOINING PROPERTIES

AFFIDAVIT: I, Karyn Rivera 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 of the Board of Adjustment is required;
2. That in granting the relief requested, the Board of Adjustment or Zoning Administrator is limited to the authority vested in the Board or Zoning Administrator by the ULDR and that the Board or Zoning Administrator 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 or Zoning Administrator or designee 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 or Zoning Administrator or designee, 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 prescribe and that failure to procure the necessary permits within the time so prescribed 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 one (1) year 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 5th day of February, 2024



NOTARY PUBLIC MY COMMISSION EXPIRES: 07/31/2027

This Instrument Prepared by and Record and Return to:

Thomas O. Katz, Esquire
Katz Baskies & Wolf PLLC
3020 North Military Trail, Suite 100
Boca Raton, FL 33431

Property Appraisers Parcel I.D. (Folio) Numbers(s):

5042-13-16-0370

Purchase Price: \$10.00

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made the ____ day of January, 2025, by SUSAN R. SYMONS a/k/a SUSAN SYMONS, an un-remarried widow, hereinafter called the grantor, to IVY HOWELLS, as Trustee of the SYMONS 2024 IRREVOCABLE TRUST AGREEMENT dated December 19 2024, whose post office address is 27 Isla Bahia Drive, Fort Lauderdale, Florida 33316, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Broward County, Florida, viz:

Lot 36, ISLA BAHIA, a subdivision in Fort Lauderdale, Florida, according to the Plat thereof, recorded in Plat Book 47, Page 27, of the Public Records of Broward County, Florida.

The grantee, as trustee, has the full power and authority to protect, conserve, sell, convey, lease, encumber, and to otherwise manage and dispose of said real property pursuant to F.S. 689.073.

This instrument was prepared based on information provided by the grantor and without the benefit of a current title examination.

SUBJECT TO:

1. Taxes for the year 2024 and subsequent years;
2. Zoning restrictions, prohibitions, limitations and conditions imposed or required by any governmental body, authority or agency;
3. All matters appearing on the plat and/or common to the subdivision, including utility easements, without serving to reimpose same; and
4. Any matter created by, through, under or against the grantor named herein.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.



SYMONS 2024 IRREVOCABLE TRUST AGREEMENT

Prepared by:

**Thomas O. Katz
Katz Baskies & Wolf PLLC
3020 North Military Trail, Suite 100
Boca Raton, FL 33431
Phone: (561) 910-5700
Fax: (561) 910-5701
www.katzbaskies.com**

SYMONS 2024 IRREVOCABLE TRUST AGREEMENT

THIS AGREEMENT is made this 19 day of December, 2024, between SUSAN R. SYMONS, of Broward County, Florida, as Grantor, and IVY HOWELLS, as Trustee ("Trustee"). This Trust Agreement may hereafter be known and referred to, for all purposes, as the "SYMONS 2024 IRREVOCABLE TRUST AGREEMENT", or any similar name.

WITNESSETH:

Grantor desires to create a trust primarily for the benefit of Grantor's descendants. Grantor has one (1) child who is now living, namely: IVY HOWELLS ("Ivy"). For purposes of this Agreement, the term "Grantor's descendants" shall refer to Ivy and Ivy's descendants. Grantor hereby transfers to Trustee the property listed on the attached Schedule A. That property and all investments and reinvestments thereof and additions thereto are herein collectively referred to as the "trust estate" and shall be held upon the following terms:

ARTICLE I

GRANTOR'S POWER TO REVOKE

A. Retained Power to Revoke. For the period commencing upon the execution hereof and ending on the sooner to occur of January 31, 2025 ("Termination Date") or the death of Grantor, Grantor may amend or revoke this Agreement in whole or in part at any time or times by an instrument in writing executed with the formalities required for the execution of a revocable trust under Florida law. Any serving Trustee shall be exonerated for acting in good faith under the prior terms of the trust if any amendment or revocation is not delivered to such Trustee. The trust property to which any revocation relates shall be distributed and conveyed to Grantor or otherwise as Grantor directs. This power may not be exercised by Grantor's legal representative or others, unless Grantor has specifically delegated such power to an agent under a validly executed durable power of

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attorney in which Grantor specifically enumerated and delegated the power to alter, amend, modify or revoke any revocable trust.

B. Property in Trust. During such retained period to amend or revoke, Grantor shall have the exclusive and continuous present right to full use, occupancy and possession of any real property owned by the trust, including any property constituting the homestead of Grantor. It is Grantor's intention that Grantor's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Florida law, including Section 196.041, F.S. Grantor shall be solely and exclusively responsible for all costs and expenses relating to the property in trust, including, but not limited to, taxes, general and special assessments, maintenance fees, ordinary and extraordinary repairs, improvements, indebtedness secured by a mortgage or other lien on the property (including both principal and interest), hazard and liability insurance, and association dues. Trustee shall have no liability or responsibility of any nature with respect to the property during Grantor's lifetime, or for any costs or expenses relating thereto, despite the fact that an interest in the property is held as part of the trust estate, and despite any laws governing trusts or principal and income accounting to the contrary.

C. Disposition of Trust Assets Upon Death of Grantor. In the event that the retained power to amend or revoke the trust shall terminate prior to the Termination Date by virtue of the death of Grantor, Trustee shall distribute the entire trust estate to the then-serving trustee of the SUSAN R. SYMONS REVOCABLE TRUST AGREEMENT dated May 1, 2019, as amended.

D. Disposition of Trust Assets Upon Termination Date. In the event that the retained power to amend or revoke shall terminate upon the Termination Date, then the trust estate shall thereafter be distributed in per stirpital shares, to Grantor's then living descendants, except that each portion otherwise distributable to a descendant of Grantor shall (in lieu of being distributed to such

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descendant) be held as, or added to, a separate trust for the benefit of such descendant and disposed of as provided under the Article herein entitled “TRUSTS FOR DESCENDANTS”.

ARTICLE II

TRUSTS FOR DESCENDANTS

For purposes of this Article, Ivy and each more remote descendant of Grantor for whom a separate trust is primarily held pursuant to the terms of this Article shall be referred to as the “Primary Beneficiary” under the terms of this Article. Trustee shall hold and administer each Primary Beneficiary’s separate trust as follows:

A. Distributions of Income and Principal. Trustee shall collect the income of each Primary Beneficiary’s trust and, after paying therefrom the necessary expenses of administration that are properly chargeable against such income, shall pay to the Primary Beneficiary such amounts from the income and principal of such Primary Beneficiary’s trust as Trustee deems necessary or advisable from time to time for such Primary Beneficiary’s health, education, maintenance and support, considering such Primary Beneficiary’s other income, readily marketable assets and any other resources available to such Primary Beneficiary. Trustee may also pay to any descendant of the Primary Beneficiary such amounts from the income and principal of the trust as Trustee shall determine to be necessary for the health, education, maintenance and support of such descendant, considering such descendant’s other income, readily marketable assets and any other resources available to such descendant. Any income not so paid shall be accumulated and added to principal.

B. Additional Distributions by Independent Trustee. An Independent Trustee may also pay to the Primary Beneficiary (or any of the Primary Beneficiary’s descendants) such amounts from the income and principal of the Primary Beneficiary’s trust as the Independent Trustee deems necessary

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or advisable from time to time for any purpose the Independent Trustee deems to be in the Primary Beneficiary's (or the descendant's) best interests.

C. No Charge Against Descendant. No payment made to or for the benefit of a descendant of the Primary Beneficiary shall be charged against the share which may be hereinafter provided for such descendant or his or her descendants or ancestor.

D. Primary Consideration Due Primary Beneficiary. In making distributions of income or principal to the Primary Beneficiary or the Primary Beneficiary's descendants, Grantor requests (but does not direct) that the primary consideration in making such distributions be given to the Primary Beneficiary, it being Grantor's intention that the health, support, maintenance and education of the Primary Beneficiary be the paramount concern of Trustee.

E. Grantor's Intent. It is Grantor's intent that the trusts established pursuant to this Article shall be used to provide economic protection to the beneficiaries (for purposes of this Section, the Primary Beneficiary and the Primary Beneficiary's descendants shall be referred to individually as a "beneficiary" and collectively as the "beneficiaries") and to enhance the beneficiaries' quality of life. In addition, Grantor would like the trusts under this Article to provide a source of funds in the event that a beneficiary, through accident, misfortune or otherwise, does not have sufficient means or sources of income to provide for his or her own support. Despite the availability of trust assets, Grantor expects the beneficiaries to support themselves independently and to be productive members of their communities. Grantor does not desire that the beneficiaries become dependent upon distributions from the trusts to the extent that the beneficiaries lose their ambition and incentive to achieve, provided that nothing contained in this Article shall be construed to limit Trustee's discretion to enhance the retirement years of a beneficiary. When a beneficiary is able to be gainfully employed and is not actively engaged in raising his or her children (or in another activity or

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pursuit deemed worthwhile and appropriate by Trustee), Trustee should give due consideration in exercising Trustee's discretion to not using trust assets to replace the beneficiary's own efforts to work and accumulate financial security. However, it is not Grantor's intent to force a parent to work outside the home when he or she has determined that it is important to stay at home to raise a family. In addition, Grantor does not intend that Trustee place undue emphasis on the amount a beneficiary earns if he or she is actively engaged in a worthwhile pursuit, including working as an unpaid volunteer for charitable purposes. In addition to the foregoing guidance, Grantor requests, but does not require, the beneficiaries take adequate precautions for the protection of their wealth and property from marital discord through the use of nuptial agreements or other similar planning. Grantor also requests, but does not require, that the beneficiaries pursue higher education, to the best of their abilities and individual circumstances. For some beneficiaries this may mean the completion of a college education, the receipt of a master's or a doctorate, or a professional degree, and for others this may mean training in their chosen vocation. It is not Grantor's goal that Trustee reward professional students, nor punish those beneficiaries for whom life or individual circumstances indicate that the pursuit of higher education is not practical or advantageous, but only to encourage the beneficiaries to take full advantage of all educational opportunities available to them and not rush their entry into the workplace. In addition to the foregoing, Grantor also intends that Trustee may consider using trust assets to help a beneficiary purchase a home, start a business or professional practice, participate in cultural activities or for travel expenses and family celebrations. For any such purposes, Trustee should consider making distributions to a beneficiary or acquiring such assets or investing in such ventures in the trust name. Grantor does not intend by these expressions of intent to bind Trustee or alter the absolute discretion that has been granted hereunder or create enforceable

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obligations to any beneficiary, but merely to provide general guidance to Trustee in the exercise of Trustee's discretion.

F. Testamentary Limited Power of Appointment. Upon the death of the Primary Beneficiary, the trust estate shall be held in trust hereunder or distributed to or in trust for such one or more of the Primary Beneficiary's descendants, Grantor's descendants (other than the Primary Beneficiary, the Primary Beneficiary's creditors, the Primary Beneficiary's estate or the creditors of the Primary Beneficiary's estate), or charitable organizations, with such powers and in such manner and proportions as the Primary Beneficiary may appoint by Last Will making specific reference to this power of appointment.

G. Distribution in Default of Primary Beneficiary's Exercise of Power of Appointment. Upon the death of the Primary Beneficiary, any part of the Primary Beneficiary's trust not effectively appointed pursuant to the foregoing Sections shall be distributed, in per stirpital shares, to the Primary Beneficiary's then living descendants, or if none, in per stirpital shares to the then living descendants of the nearest ancestor of the Primary Beneficiary who is also a descendant of Grantor and has then living descendants, except that each portion otherwise distributable to a descendant of Grantor shall (in lieu of being distributed to such descendant) be held as, or added to, a separate trust for the benefit of such descendant and disposed of as provided under this Article.

ARTICLE III

COLLECTION OF ASSETS

Upon the death of Grantor, Trustee shall collect: (i) any property payable to Trustee by the legal representative(s) of Grantor's estate pursuant to the provisions of Grantor's Last Will and Testament; and (ii) any property payable to Trustee by any other person or entity, whether pursuant to the provisions of another person's Last Will and Testament, pursuant to the provisions of a

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beneficiary designation under a contract of life insurance or otherwise, and thereafter shall deal with and dispose of same and the balance of the trust estate as herein provided.

ARTICLE IV

TRUSTEE SUCCESSION

A. Definition. The term “Trustee” and the pronouns therefor shall mean Trustee or Trustees from time to time qualified and acting and shall be construed as masculine, feminine or neuter, and in the singular or plural, as the sense requires.

B. Resignation. Any Trustee may resign at any time by written notice to the other Trustee, if any, and to Grantor, if living, otherwise to each beneficiary then eligible to receive or have benefit of the income from the Trust.

C. Successor Trustees. Ivy may appoint any individual or Corporate Trustee as Co-Trustee, alternate Trustee and/or successor Trustee, including with respect to any trusts established for the benefit of any descendants of Ivy, by written instrument. If Ivy dies, becomes incapacitated, resigns or otherwise fails or ceases to act as a Trustee hereunder without having named a successor Trustee, then Ivy’s spouse, HORACE HOWELLS (“Horace”), shall serve as successor Trustee of each trust created hereunder.

D. Trusts for Descendants. Notwithstanding the foregoing, the following provisions shall apply to each trust administered for the primary benefit of a descendant of Grantor pursuant to the Article entitled “TRUSTS FOR DESCENDANTS”:

1. Except to the extent designated by Ivy in accordance with Section C above, Horace shall serve as Trustee of any trust administered for the primary benefit of a descendant of Ivy.

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2. After a grandchild or more remote descendant of Grantor has attained the age of thirty (30), the applicable descendant shall be entitled to serve as a Co-Trustee of any trust administered for the primary benefit of such descendant (by giving written notice to the then serving Trustee of the applicable trust).

E. Right to Name Successor Trustee. If at any time there is only one Trustee then serving (and no designated successor Trustee) with respect to this trust or any trust created hereunder, then such remaining Trustee may appoint any individual or Corporate Trustee as Co-Trustee, alternate Trustee and/or successor Trustee, by written instrument. If at any time there is no Trustee acting or appointed to act with respect to this trust or any trust created hereunder, then the beneficiary, or a majority in interest of the beneficiaries then entitled to receive or have benefit of the income from the trust, shall appoint as successor Trustee, by written instrument, any individual or Corporate Trustee.

F. Corporate Trustee. If at any time there is a Corporate Trustee acting as a Co-Trustee with respect to any trust created hereunder, then the individual Co-Trustee shall have the power to remove the Corporate Co-Trustee, provided that the individual Trustee appoints as successor Co-Trustee, by written instrument, another Corporate Trustee. If at any time there is a Corporate Trustee acting as sole Trustee with respect to any trust created hereunder, then the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust, shall have the power to remove the Corporate Trustee, provided that such beneficiary appoints as successor Trustee, by written instrument, another Corporate Trustee. Any corporation resulting from any merger, conversion, reorganization or consolidation to which any corporation acting as Trustee, Co-Trustee, alternate Trustee and/or successor Trustee hereunder shall be a party, or any corporation to which shall be transferred all or substantially all of any such corporation's trust business, shall be

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the successor of such corporation as Trustee, Co-Trustee, alternate Trustee and/or successor Trustee hereunder, without the execution or filing of any instrument or the performance of any further act, and shall have the same powers, authorities and discretions as though originally named hereunder.

G. Independent Trustee. If the Trustee of any trust hereunder is not an Independent Trustee (as defined herein) as to any distribution decisions, then such Trustee may at any time, by written instrument, appoint an Independent Trustee to serve as Co-Trustee. Such Independent Trustee shall exercise all discretion and authority specifically delegated to the Independent Trustee in the terms of the trust or those not otherwise exercisable by the remaining Trustee pursuant to the provisions of the Section herein entitled "Discretion and Special Limitations" of the Article herein entitled "ADMINISTRATIVE PROVISIONS". Whenever this Trust requires an action be taken by, or in the discretion of, an Independent Trustee but no such Independent Trustee is then serving and no other Trustee is authorized to appoint one, a court may appoint an Independent Trustee to serve as the Independent Trustee whose sole function and duty will be to exercise the specified power.

H. Power to Remove and Replace Trustee. Notwithstanding anything contained herein to the contrary, Grantor shall have the power, at any time, by written instrument, to (1) appoint any individual (other than Grantor) or Corporate Trustee as an additional Trustee hereunder, which individual or Corporate Trustee is not a related or subordinate party to Grantor within the meaning of Section 672(c) of the Code, (2) remove any existing Trustee (or any successor thereto), and (3) upon such removal, or in the event of any resignation or other failure to serve by a Trustee, to appoint any individual (other than Grantor) or Corporate Trustee, which individual or Corporate Trustee is not a related or subordinate party to Grantor within the meaning of Section 672(c) of the Code, as successor Trustee. However, Grantor shall not possess this power to remove and replace the Trustee

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if and to the extent that such power might cause the assets of the trust to be included in Grantor's estate. In such event, the power otherwise herein retained by Grantor shall be deemed void ab initio.

I. Powers and Liabilities of Successor Trustee. Every successor Trustee shall have all the powers given the originally named Trustee. No successor Trustee shall be personally liable for any act or omission of any predecessor. With the approval of Grantor, if living, otherwise of the beneficiary, or a majority in interest of the beneficiaries eligible to receive or have the benefit of the income from the trust, a successor Trustee may accept the account rendered and the property received as a full and complete discharge to a predecessor Trustee without incurring any liability for so doing.

J. Notice. The parent, guardian or conservator of an incapacitated beneficiary shall receive notice and have authority to act for such beneficiary under this Article.

K. Waiver of Bond. No Trustee wherever acting shall be required to give bond or surety or be appointed by or account for the administration of any trust to any court. Grantor expressly waives compliance by Trustee with any law now or hereafter in effect requiring qualification, administration or accounting by Trustee with or to any court.

L. Custody and Delegation. The Corporate Trustee, if any, shall have custody of the trust property, keep the records of the trust and prepare the accounts. Each individual Trustee may at any time or times by a writing delivered to the Corporate Trustee delegate to it any or all of his or her powers. The statement of any Corporate Trustee as to whether the individual Trustee is acting or has delegated to it any or all of his or her powers shall fully protect all persons dealing with each trust hereunder.

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ARTICLE V

GRANTOR'S INTENT AS TO GRANTOR TRUST TREATMENT AND

APPOINTMENT OF TRUST PROTECTOR

A. Intent. At the time of the execution of this Agreement, Grantor intends for this trust to be treated as a “grantor trust” for income tax purposes, and not to be part of Grantor’s gross estate for federal estate tax purposes. Grantor intends for Trustee to manage the trust estate for the long-term economic benefit of the beneficiaries (i.e., Grantor’s family) and for the trust to be tax efficient as well as protective of the assets for the beneficiaries. Trustee should manage the trust estate with these intentions and interests as guidance and direction. While Grantor intends to give the Trust Protector flexibility, especially regarding changing the grantor trust status, Grantor’s overriding intention is to exclude the trust assets from Grantor’s gross estates for federal estate tax purposes and the Trust Protector may modify this Agreement and any trusts hereunder to comply with such intent.

B. Right to Add Charitable Organizations. Grantor grants to the “Trust Protector” (as defined below), in a non-fiduciary capacity, without requiring the approval or consent of any person in a fiduciary capacity, and without the approval or consent of any “adverse” party (as described in Sections 674 and 672 of the Code), the power to add one or more charitable organizations and appoint some portion (or all) of the trust estate to said charitable organization or charitable organizations. However, the Trust Protector shall have the ability to terminate this power, by an instrument in writing. In addition, if the Trust Protector (at any time from time to time) exercises his or her ability to terminate this power over the trust principal, then the Trust Protector shall also have the ability to reinstate (at any time from time to time) this power over the trust principal, by an instrument in writing, or to create another power which would cause the trust to be taxed as a “grantor trust” for income tax purposes without being included in Grantor’s estate for estate tax purposes.

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C. Right to Amend. The Trust Protector may amend or modify the terms of this trust to ensure it complies with Grantor's overriding intent of this Article, which is the creation of a "grantor trust" for income tax purposes (at least initially, but subject to the flexibility to change income tax status), but a trust that is not taxed in Grantor's estate, for estate tax purposes. In the event that Grantor shall determine that Grantor desires that the trust shall no longer be taxed for income tax purposes as a "grantor trust" then the Trust Protector may, but shall not be obligated to, amend or modify this Agreement to avoid the trust being taxed as a "grantor trust".

D. Income Tax Reimbursement. The Trust Protector may, in the Trust Protector's sole discretion, distribute income and/or principal from the trust estate for purposes of reimbursing Grantor for so much or all of that portion of Grantor's income tax liability arising from the income of the trust estate being taxable to Grantor. However, the Trust Protector shall not possess this discretion to reimburse Grantor if and to the extent that such power might cause the assets of the trust to be included in Grantor's estate for federal estate tax purposes, in which event this tax reimbursement power shall be deemed void ab initio.

E. Trust Protector. Grantor hereby appoints BRETT CARMEL as initial Trust Protector hereunder. Grantor shall have the power, at any time, by written instrument (including, but not limited to, a Last Will and Testament), to (1) remove the Trust Protector (or any successor thereto) and (2) upon such removal, or in the event of any resignation or other failure to serve by a Trust Protector, to appoint any individual (other than Grantor), bank or trust company, which individual, bank or trust company is not related or subordinate to Grantor within the meaning of Code Section 672(c), as successor Trust Protector. Any appointment may be expressed as being conditional or limited in duration by any term or event. Grantor shall have the right to renounce, in writing, the foregoing power to appoint a successor Trust Protector.

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ARTICLE VI

RIGHTS TO WITHDRAW

A. Contributions. After January 1, 2025, Grantor or any other person may transfer or devise additional property to the trust.

B. Rights to Withdraw.

1. (a) With respect to any contribution of property transferred by gift to the trust by any donor during his or her lifetime, Grantor's spouse shall first have the right to withdraw an amount equal to such additional property so transferred to the trust during the calendar year, up to an amount not to exceed the lesser of: (i) the greater of the limitation amounts provided under Section 2514 (e) of the Code, or (ii) the annual exclusion allowed by Section 2503 (b) of the Code. After determination of the amounts that can be withdrawn by Grantor's spouse pursuant to the foregoing sentence, Trustee shall distribute during each calendar year to each of Grantor's descendants such portion of the total remainder of such annual gifts made by such donor as each descendant may demand, by a document in writing, provided that the aggregate of such distributions in any calendar year to each descendant shall not exceed the lesser of:

(i) the value of the remaining property so transferred to the trust during the calendar year by such donor divided by the number of Grantor's descendants then living;
or

(ii) an amount equal to the annual exclusion allowed by Section 2503(b) of the Code, taking into account Section 2513 of the Code if a donor is married at the time of the gift, and based upon the assumption that the donor and his or her spouse will consent to "split" the gift as provided for in said Code Section.

(b) Trustee is authorized to notify in writing Grantor's spouse and each

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descendant then living (hereinafter referred to in this Article individually as a “beneficiary” and collectively as the “beneficiaries”), prior to the end of each calendar year, of any transfer or other contribution to the trust, in which case each beneficiary shall have the right to withdraw granted hereunder with respect to such transfer or other contribution for the period of thirty (30) days commencing with the receipt of notification from Trustee.

(c) The right to withdraw granted hereunder may only be exercised by the applicable beneficiary submitting to Trustee a written request for withdrawal.

(d) The right to withdraw granted hereunder is noncumulative. If such right is not exercised during the calendar year in which the transfer or other contribution is made, or in the case of the notification referred to in subparagraph (b), within thirty (30) days of receipt of notification, then such right shall lapse with respect to contributions made during that year.

(e) Trustee is authorized to designate a special guardian for any beneficiary who is incapacitated, which special guardian is hereby empowered with the authority to receive notification and exercise rights to withdraw on behalf of such incapacitated beneficiary.

(f) In the case of a beneficiary who is incapacitated, notification shall be given to his or her special guardian, or if no special guardian has been appointed, then to his or her legal or natural guardian (other than Grantor). Similarly, in the case of a beneficiary who is incapacitated, the right to withdraw granted hereunder may be exercised by his or her special guardian, or if no special guardian has been appointed, then by his or her legal or natural guardian (other than Grantor).

(g) Payment of the amount requested by a beneficiary or any person acting on his or her behalf shall be made within thirty (30) days after the receipt of said request by Trustee.

(h) The primary source for the satisfaction of an exercised right to withdraw

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shall be the property transferred by gift from time to time to the trust estate. If, however, distribution therefrom is administratively unfeasible, Trustee may satisfy such exercise from the property comprising the principal of the trust estate, including any insurance policies or interests therein owned by Trustee, or by borrowing, but in no event shall any distribution in satisfaction of the exercise of a right to withdraw exceed in amount or value the limitations prescribed in the foregoing subparagraphs. Trustee's determination shall be final and binding.

(i) For purposes of this Section, the term "contribution" shall mean any cash or other assets, including life insurance policies (or any interests therein) which are transferred to Trustee to be held as part of the trust estate and shall also include any premiums on policies of life insurance (or any interests therein) owned by the trust, which premiums are paid by Grantor or any other person directly to the insurance companies issuing the policies rather than first being paid to Trustee. In the case of any premium on a policy which is paid directly to the insurance company, the date of the contribution shall be deemed to be the date on which such premium payment is transmitted to the insurance company issuing the policy. The amount of any contribution to the trust estate shall be the value of such contribution for federal gift tax purposes. However, the term "contribution" shall not include testamentary additions to the trust estate nor additions passing otherwise to the trust estate by reason of the death of the donor of such additions, nor shall such term include assets added to the trust as a result of the termination of another trust such as the termination of a successful Grantor Retained Annuity Trust.

2. Notwithstanding anything to the contrary contained in the foregoing provisions of this Section, with respect to the rights to withdraw granted under this Section, one or more rights to withdraw held by a beneficiary shall terminate in any calendar year only to the extent of the maximum amount provided for pursuant to Section 2514(e) of the Code, which shall include rights

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to withdraw with respect to property added to the trust after the creation of a particular right or rights. The termination or partial termination of a right to withdraw in a year subsequent to the year of the creation of such right shall occur on the same date as the termination or partial termination of any new right created for such beneficiary in such subsequent year or, if no such new right is created, on the last day of such subsequent year, and each right then in existence (from the current year or any prior years) shall terminate pro rata based upon the aggregate amount subject to all powers held by the beneficiary.

3. Notwithstanding anything to the contrary contained in the foregoing provisions of this Section, the amount subject to the rights to withdraw hereinabove granted to a beneficiary may be altered by the donor of such property through a written instrument delivered to Trustee at the time such contribution is made. In addition, the donor of such property may designate, by a written instrument delivered to Trustee at the time of such contribution, other individuals whom may be granted similar rights to withdraw and shall designate the amount that such other individual(s) may withdraw from such contribution; provided, however, such rights to withdraw shall be subject to all other terms and conditions provided in this Section.

ARTICLE VII

ADMINISTRATIVE PROVISIONS

The following provisions shall apply to the trust estate and the trusts under this Agreement:

A. Facility of Beneficiary Payments. When Trustee has the authority to distribute income and/or principal from any trust established hereunder to a beneficiary, Trustee may make such distribution either directly to such beneficiary or for such beneficiary's benefit, or, in the event another trust or trust share has been created or is provided for the benefit of such beneficiary, either pursuant to this Agreement or another trust agreement, including, by way of example, trusts that, but

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for this provision, would not be created until the death of another beneficiary hereunder, such distribution may be paid over to the Trustee of such trust to be held and administered in accordance with the terms thereof. In furtherance of the foregoing, if income or discretionary amounts of principal become payable to a beneficiary who is a minor or a beneficiary under legal disability or to a beneficiary not adjudicated incompetent but who, by reason of illness or mental or physical disability, is in the opinion of Trustee, unable properly to manage his or her own affairs, then such income or principal shall be paid in such of the following ways as Trustee, in Trustee's absolute discretion, deems advisable: (i) to the beneficiary directly; (ii) to the natural guardian or to the legally appointed guardian, or conservator, or custodian under a Uniform Transfers (or Gifts) to Minors Act for the beneficiary; or (iii) by Trustee for the beneficiary's health, support, maintenance and education.

B. Discretionary Distributions. When Trustee has the authority to distribute income and/or principal from any trust established hereunder to a beneficiary, Trustee may make such distribution either directly to such beneficiary or for such beneficiary's benefit.

C. Spendthrift Provisions. The interest of a beneficiary in principal or income shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. This provision shall not limit the exercise of any power of appointment hereinabove given.

D. Accrued and/or Undistributed Income. Unless otherwise specifically provided herein, income received after the last income payment date and undistributed at the termination of any estate or interest shall, together with any accrued income be paid by Trustee as income to the persons entitled to the next successive interest in the proportions in which they take that interest, subject, however, to any power of appointment hereinabove given.

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E. Common Fund. For convenience of administration or investment, Trustee may hold two or more of the trusts hereunder as a common fund, divide the income proportionately among them, assign undivided interests to the several trusts and make joint investments of the funds belonging to them.

F. Consolidation. Trustee may consolidate any separate trust with any other trust with substantially similar provisions for the same beneficiary or beneficiaries.

G. Powers. Trustee shall hold, manage, care for and protect the trust property and shall have the following powers and except to the extent inconsistent herewith, those now or hereafter conferred by law:

1. To retain any property (including stock of any corporate trustee hereunder or of a parent or affiliate company) originally constituting the trust or subsequently added thereto, although not of a type, quality or diversification considered proper for trust investments;

2. To invest and reinvest in any and all kinds of securities, domestic or foreign, including common and preferred stocks, bonds, mutual funds, commodities, options (covered and uncovered), hedge funds, debentures, notes, commodity contracts, mortgages and options on property; and money market funds, commercial paper, repurchase agreements, United States Treasury obligations, certificates of deposit, savings accounts, checking accounts and any other cash investment medium; and investment trusts and in common trust funds; and proprietary investment funds managed or advised by any Corporate Trustee hereunder; and any real property (including a private residence); and any personal or mixed property; and any business, mining or farming operation or other venture; or in any other interest or investment medium, including the purchase of insurance on the life of any individual including Grantor, even if such investment would not be of a character authorized by applicable law but for this provision, all without diversification as to kind or amount, without being restricted in any way by any statute or court decision (now or hereafter existing) regulating or limiting investments by fiduciaries;

3. To acquire an undivided interest (e.g., as tenant in common) in any trust asset;

4. To cause any securities or other property, real or personal, belonging to the trust to be held or registered in Trustee's name or in the name of a nominee or in such other form as Trustee deems best without disclosing the trust relationship;

5. To vote in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which Trustee's possession of voting discretion would subject the issuing company or Trustee to any law, rule or regulation adversely affecting either the company or Trustee's ability to retain or vote company securities, shall be voted as directed by the beneficiaries then entitled to receive or have the benefit of the income from the trust; to exercise or sell any subscription or conversion rights; to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and

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in connection therewith to deposit securities and accept and hold other securities or property received therefor;

6. To lease trust property for any period of time though commencing in the future or extending beyond the term of the trust;

7. To borrow money from any lender, including any Trustee hereunder, to borrow on margin, to extend or renew any existing indebtedness and mortgage or pledge any property in the trust upon such terms and conditions as Trustee deems appropriate;

8. To make loans, extend credit, guaranty obligations, or pledge any property in the trust to or for the benefit of a beneficiary upon such terms and conditions as Trustee deems appropriate;

9. To sell at public or private sale, contract to sell, convey, exchange, transfer, lease, rent and otherwise deal with the trust property, real or personal, and any reinvestments thereof from time to time for such price and upon such terms as Trustee deems appropriate;

10. To permit an income beneficiary of a trust hereunder to live rent-free in any residence held as a part of the principal of the trust and to pay for any of the expenses (including ad valorem taxes, insurance, maintenance and any other charges) relating to maintaining such residence;

11. To employ a corporate custodian, accountants, bookkeepers, investment counsel, agents, attorneys (including any firm in which any Trustee hereunder has an interest or may be employed) and proxies and to delegate to them such powers as Trustee considers desirable and to pay reasonable compensation for their services;

12. To compromise, contest, prosecute or abandon claims, including claims for taxes, in favor of or against the trust, and to agree to any rescission or modification of any contract or agreement;

13. To distribute income and principal in cash or in kind, or partly in each, and to allocate or distribute undivided interests or different assets or disproportionate interests in assets, and to value the trust property and to sell any part or all thereof in order to make allocation or distribution. Any property distributed in kind shall be valued at the date of distribution. No adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes. No action taken by Trustee pursuant to this paragraph shall require the consent of nor be subject to question by any beneficiary;

14. To make allocations of receipts and expenses against income and principal as described in Chapter 738, Florida Statutes; provided, however, "income" shall not include capital gains. All capital gains and losses and taxes relating thereto shall be allocated to or charged against principal and not income. No provision of this Agreement shall be construed to limit the Trustee's power to make adjustments between income and principal as provided in Section 738.104, Florida Statutes;

15. To deal with, purchase assets from, or make loans to, the fiduciary of Grantor's estate, any trust made by Grantor or any member of Grantor's family, or a trust or estate in which any beneficiary under this Agreement has an interest, though a Trustee hereunder is such fiduciary,

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which, with respect to any transactions with Grantor's estate, may occur either prior to or subsequent to any distributions required to be made hereunder following the death of Grantor, if any;

16. To deposit funds in another department of any Corporate Trustee hereunder or in a bank that is affiliated with any such Corporate Trustee;

17. To maintain reasonable reserves out of income (when sufficient principal cash is not available) for depreciation, depletion, mortgage amortization, obsolescence, taxes and special assessments, repair and alteration of any real property and improvements which are assets of the trust;

18. To declare that any trust shall, from the date of such declaration, take effect and be interpreted in accordance with the law of some other jurisdiction (within or outside of the United States of America), provided such law would recognize the validity of the trust and the respective interests of the beneficiaries. Trustee may direct that all or any part of the assets of the trust be moved from one jurisdiction to another and to change the situs of administration of the trust from one jurisdiction to another, if Trustee reasonably believes such change of governing law and/or change of situs of administration shall inure to the benefit of the beneficiaries and/or create added security for the trust;

19. To delegate between themselves or to others any powers granted by law or under the provisions hereof, including (without limitation) the power to sign checks and to have access to safe deposit boxes, the power to give instructions regarding the purchase, sale or management of investments to any stockbroker, custodian or other agent and the power to execute instruments required in the purchase, sale or other transfer of any assets held hereunder; provided, however, that this provision shall not entitle a Trustee to participate in a decision if such Trustee is expressly excluded from participation under any other provision of this Agreement; and

20. To perform other acts necessary or appropriate for the proper administration of the trust, execute and deliver necessary instruments and give full receipts and discharges.

H. Business Entities. In the exercise of any power described in Section G above, Trustee is specifically authorized to deal with any business entity regardless of the fact that one or more of them are or may be fiduciaries or own interests in said business entities (whether operated in the form of a corporation, a partnership, a limited liability company, or some other form of entity), hereinafter referred to collectively as the "Business Entities". Grantor hereby vests Trustee, including any successor Trustee, with the following powers and authority as supplemental to the ones contained in Section G, the applicability of which to the Business Entities, or any one of them, Grantor confirms without limitation by reason of specification, and in addition to the powers

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conferred by law, all of which may be exercised with respect to the Business Entities or any one of them:

1. To retain and continue to operate the Business Entities for such period as Trustee may deem advisable;

2. To control, direct and manage the Business Entities. In this connection, Trustee, in its sole discretion, shall determine the manner and extent of its active participation in the operation and may delegate all or any part of its power to supervise and operate to such person or persons as Trustee may select, including any associate, partner, officer, or employee of the Business Entities;

3. To hire and discharge officers and employees, fix their compensation and define their duties; and similarly, to employ, compensate and discharge agents, attorneys, consultants, accountants, and such other representatives as Trustee may deem appropriate; including the right to employ any beneficiary or individual Personal Representative or Trustee in any of the foregoing capacities;

4. To invest other trust funds in the Business Entities, to pledge other assets of the trust as security for loans made to the Business Entities, and to lend funds from the trust to the Business Entities;

5. To organize a corporation, a partnership, a limited liability company, a sole proprietorship, or some other form of legal entity under the laws of this or any other state or country and to transfer thereto all or any part of the Business Entities or other property held in the trust, and to receive in exchange therefor such stocks, bonds, partnership and member interests, and such other securities as Trustee may deem advisable;

6. To take any action required to convert any Business Entity into a corporation, a partnership, a limited liability company, a sole proprietorship or some other form of legal entity under the laws of this or any other state or country;

7. To treat the Business Entities as separate from the trust. In Trustee's accounting to any beneficiary, Trustee shall only be required to report the earnings and condition of the Business Entities in accordance with standard accounting practice;

8. To retain in the Business Entities such amount of the net earnings for working capital and other purposes of the Business Entities as Trustee may deem advisable in conformity with sound business practice;

9. To purchase, process, and sell merchandise of every kind and description; and to purchase and sell machinery and equipment, furniture and fixtures, and supplies of all kinds;

10. To sell or liquidate all or any part of the Business Entities at such time and price and upon such terms and conditions (including credit) as Trustee may determine. Trustee is specifically authorized and empowered to make such sale to any person, including any partner, officer, or employee of the Business Entities (or to any individual Personal Representative or Trustee), or to any beneficiary hereunder;

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11. To guaranty the obligations of the Business Entities, or pledge assets of the trust estate to secure such a guaranty;

12. To exercise any of the rights and powers herein conferred in conjunction with another or others; and

13. To diminish, enlarge, or change the scope or nature of the Business Entities.

I. Accountings and Compensation. Trustee shall render accountings as provided under Florida law. Trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the trust and shall have the right to receive reasonable compensation for services rendered. An individual Trustee shall be entitled to reasonable compensation as provided under Florida law. A Corporate Trustee shall be compensated by agreement with the individual Trustee or if there is no individual Trustee, then by agreement with the beneficiaries, or in the absence of such agreement, in accordance with the Corporate Trustee's fee schedule as in effect at the time of payment.

J. Small Trust Termination. Subject to the provisions of the Section herein entitled "Discretion and Special Limitations", but notwithstanding anything else to the contrary contained in this Agreement, if at any time the market value of the assets of any trust hereunder is less than Fifty Thousand Dollars (\$50,000), and if Trustee of such trust shall determine that the aggregate value or the character of the assets of such trust makes it inadvisable, inconvenient or uneconomical to continue the administration of such trust, then Trustee, other than Grantor's spouse, in the exercise of absolute discretion, may transfer and pay over the then remaining principal of such trust, together with any accrued and undistributed income to the one or more persons then eligible to receive the net income from such trust, in such proportions, or all to one or more of them, as Trustee, other than Grantor's spouse, in the exercise of absolute discretion, shall determine.

K. Residence in Trust and Homestead. Trustee of any trust herein is specifically authorized in Trustee's absolute discretion to acquire, hold and maintain one or more residences (whether held

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as real property, condominium, cooperative apartment or otherwise), for the use and benefit of any beneficiary of a trust hereunder (and/or for the spouse and descendants of a beneficiary, if Trustee deems appropriate), and to sell or otherwise dispose of such residences when not desired for such use and benefit, all in Trustee's absolute discretion. Trustee may permit any beneficiary of a trust hereunder to live rent-free in any residence(s) held as a part of the principal of the trust. Trustee is authorized (but not required) to pay all carrying charges of such residences, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of domestic assistants and other expenses incident to the running of a household for the benefit of the beneficiaries. If any portion of any Florida improved residential real property is an asset of any trust hereunder and if the real property may qualify as a homestead of a beneficiary, then Trustee may grant to the beneficiary of the trust the exclusive and continuous present right to full use, occupancy and possession of such real property for life. It is Grantor's intention that if Trustee so grants such power then such beneficiary's interest in such property shall constitute a "beneficial interest for life" and "equitable title to real estate" as contemplated by Florida law, including Section 196.041, F.S., and Trustee may modify the terms of the trust to fulfill such intention.

L. Rule Against Perpetuities. No trust created hereby, or by the exercise of power of appointment hereunder, shall continue for more than the limiting period permitted by the rule against perpetuities under Florida law. Any property still held in trust at the expiration of that period shall immediately be distributed to the persons then entitled to receive or have the benefit of the income therefrom in the proportions in which they are entitled thereto, or if their interests are indefinite, in equal shares. The provisions of this Section shall permit non-judicial modification as provided by Florida law.

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M. Insurance. Trustee may acquire, maintain and terminate policies of insurance on the life of Grantor. With respect to any policy of life insurance owned by or under which the death benefits are made payable to Trustee:

1. Trustee or any other person, as owner of the policy, shall have all available benefits, privileges, payments, dividends, surrender values, options and elections, including the right at any time or times to change the beneficiary and to pledge or assign the policy or its proceeds as collateral security for any loan which the owner may obtain from any lender, including a Trustee hereunder individually or a parent or affiliate company, except that Trustee's right to change the beneficiary shall be limited to naming Trustee or a successor Trustee as beneficiary. Grantor, as insured or otherwise, shall not have any incident of ownership in the policy if owned by Trustee and issued on Grantor's life.

2. Trustee need not pay or see to the payment of premiums and assessments on the policy.

3. Upon the death of the insured thereunder Trustee shall take such action as Trustee deems advisable to collect the policy proceeds, paying the expense thereof from the trust estate, but Trustee need not enter into nor maintain any litigation to enforce payment on the policy until indemnified to Trustee's satisfaction against all expenses and liabilities to which Trustee might thereby be subjected. Trustee may release the insurance company from its liability under the policy and make any compromise which Trustee deems proper.

4. The insurance company shall not take notice of the provisions of this Agreement nor see to the application of the policy proceeds, and Trustee's receipt to the insurance company shall be a complete release for any payment made and shall bind every beneficiary under this Agreement.

5. The trust shall be operative with respect to the proceeds of the policy at the death of the insured thereunder, after deducting all charges by way of advances, loans or otherwise in favor of the owner or any other person.

N. Discretion and Special Limitations.

1. The exercise by any Trustee of the discretionary powers herein granted with respect to any property given hereunder or the payment, application or accumulation of income or the payment or application of principal of any trust created hereunder shall be final and conclusive upon all persons interested hereunder and shall not be subject to any review whatsoever.

2. It is Grantor's intention that Trustee shall have the greatest latitude in exercising such discretionary powers, and that the person or persons entitled to receive the principal of any trust

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created hereunder shall upon the termination of such trust be entitled only to such principal as may remain after the last exercise of such continuing discretionary powers.

3. Any provisions of this Agreement to the contrary notwithstanding, under no circumstances shall any person who may be acting as Trustee:

(a) Participate in the exercise of any discretion to determine the propriety or amount of payments of income or principal to himself or herself (except such discretion may be exercised so long as it is limited by an ascertainable standard [relating to the health, education, maintenance and support of such person], in which event such person may participate in the exercise of such limited discretion);

(b) Possess any of the incidents of ownership or participate in any determination with respect to any policy of insurance on his or her life or the proceeds thereof, and the remaining Trustee alone shall exercise that discretion and possess those incidents of ownership;

(c) Authorize or make other payment for the benefit of any person or exercise any power, whether granted under this Trust Agreement or applicable law, if under the then-applicable tax law, such Trustee's sole possession and/or exercise (as though the only Trustee) of such power would cause all or part of such trust to be attributed to any person for purposes of income or transfer taxes before such person receives the actual distribution or benefit of such property, and another Trustee could alone possess and exercise such power without such adverse tax consequences; or

(d) Authorize or make any payment for the benefit of any person if such payment or application both will discharge the legal obligation of another person and, on account of such discharge, cause there to be imposed any transfer tax.

4. Any provisions of this Agreement to the contrary notwithstanding, no distribution of income or principal made from any trust hereunder shall in any way relieve a parent of any obligation he or she may have to support and maintain the beneficiary of any trust established hereunder, and any such distribution shall be in addition to, rather than in substitution for, such obligation.

5. If the limitations contained in this Section would prevent the exercise of one or more of the powers or authorities granted to a Trustee named or selected under this Trust Agreement, then those powers and authorities shall be exercised by the remaining Trustees, or if none, then the Independent Trustee (if one is appointed pursuant to the provisions of the Article entitled

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“TRUSTEE SUCCESSION”) can exercise those powers and authorities without violating this Section. Such Independent Trustee shall act jointly with such named Trustee(s) whenever their joint exercise of a power or authority will not violate the restrictions imposed by this Section, and such Independent Trustee shall act alone whenever such separate action is required to exercise a power or authority without violating the restrictions imposed by this Section.

O. Power to Amend Trusts to Convert to Special Needs Trust or Terminate Trusts to Preserve Public Benefits. Trustee is hereby granted a limited power, exercisable from time to time via a signed writing, to modify the terms of any trust that is held and administered hereunder to convert the trust to a Supplemental Needs Trust or a Special Needs Trust (“SNT”), (or to amend such trust if for any reason it fails to qualify as an SNT in the future) if Trustee, in Trustee’s sole discretion, determines that the provisions of such trust (if not amended) would prevent or otherwise adversely affect a beneficiary of such trust from receiving public or private support benefits including, but not limited to, Medicare benefits, Medicaid benefits, and/or SSI benefits at any time when a beneficiary may need or otherwise be entitled to such benefits. It is Grantor’s intent that Trustee shall exercise the foregoing power to provide only for the use of income and principal from the trust to supplement (rather than supplant, in whole or in part) funds available for the beneficiary’s expenses and not jeopardize or impair the beneficiary’s entitlement to public or private financial assistance available to the beneficiary for whatsoever reason, cause or entitlement (i.e. Grantor intends that Trustee shall amend such trust to be a SNT). Trustee shall have discretion as to the amount of distributions of income and/or principal but such discretion shall be limited solely to providing living expenses, comforts and luxuries not otherwise provided for under any publicly funded program or from other sources. In the event that Trustee determines that such trust cannot be amended to achieve such purposes and to fulfill Grantor’s intent, and if the existence of this trust

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adversely affects a beneficiary from receiving public or private support benefits, then Trustee may petition a court of competent jurisdiction to amend or terminate such trust. If a termination occurs and the remainder interest will be accelerated pursuant to the provisions of said trust, then it is Grantor's hope and expectation that the remainder beneficiaries will continue to provide for the special needs of the beneficiary. This request is an expression of Grantor's wishes.

ARTICLE VIII

LIMITED POWER TO AMEND ADMINISTRATIVE POWERS, INVESTMENT ADVISORS, DIRECTED TRUSTEES AND WAIVER OF CERTAIN FIDUCIARY DUTIES

A. Limited Power to Amend Administrative Powers. An Independent Trustee shall have the power to amend this Agreement to modify the administrative provisions herein for any reasons deemed appropriate and in the best interests of the beneficiaries, including (e.g.) to comport with future changes in the law, to take advantage of investment opportunities, to satisfy the requirements of a Corporate Trustee to serve as a Trustee hereunder, to satisfy the requirements of an investment advisor to the trust, or to adopt provisions necessary or appropriate to effectuate the terms of Section B below.

B. Directed Trustee. Trustee shall have the right to appoint one or more investment advisors ("Investment Advisor") and to vest in such Investment Advisor broad, uncontrolled discretion over all or a portion of the trust estate ("Directed Assets"), as determined by Trustee. The actions of an Investment Advisor with respect to the Directed Assets shall not be subject to review except for willful neglect, willful misconduct or bad faith. If the situs of the trust does not permit a "Directed Trustee", Trustee shall have the power to change the situs and governing law of the trust to a jurisdiction that permits a "directed trustee" similar to the provisions presently contained in Section 3313 of Title 12 of the Delaware Code. Any Investment Advisor shall have the right to direct

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Trustee with respect to any and all actions or inactions with respect to any Directed Assets. In no event shall any Trustee hereunder be liable for any matter with respect to which he, she or it is directed by an Investment Advisor except in cases of such Trustee's own willful misconduct. Trustee shall have no authority with respect to any such action or inaction with respect to any such Directed Assets, except as may be necessary from time to time to carry out the directions of the Investment Advisor.

ARTICLE IX

POSTPONEMENT OF POSSESSION

As to each share or part of the trust estate that vests in a beneficiary who has not reached the age of twenty-five (25) years and for whom a trust is not otherwise provided hereunder, without limiting the authority otherwise permitted by law, such as delivery of the property to a guardian, the fiduciary holding such property may:

A. Custodianship. Establish with such property a custodianship for the beneficiary under a Uniform Transfers (or Gifts) to Minors Act and name the custodian therefor; or

B. Trust. Take possession of such property pursuant to a power in trust hereby conferred upon such fiduciary or name any other individual or Corporate Trustee to hold such property until the beneficiary reaches the age of twenty-five (25) years, meanwhile paying to or for the benefit of the beneficiary so much or all of the income and principal of the property as the fiduciary deems necessary or advisable from time to time for the beneficiary's health, support, maintenance and education, adding to principal any income not so paid. Upon the beneficiary attaining the age of twenty-five (25) years, or upon his or her death, whichever occurs first, the then remaining principal and income shall be distributed outright to such beneficiary, or if such beneficiary is deceased, outright to his or her estate.

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ARTICLE X

ADDITIONAL BENEFICIARY PROTECTION

Notwithstanding anything in this Agreement to the contrary, the provisions of this Article shall apply with respect to any trust created under this Agreement and shall supersede the provisions of such trust(s) dealing with the distributions of income and principal; provided, however, the provisions of this Article (a) shall apply only when there is an individual Trustee serving hereunder, and (b) shall not be applicable to a Corporate Trustee, it being agreed by Grantor that a Corporate Trustee shall have no obligations with respect to any of the provisions of this Article.

A. Protection from Substance Abuse or Compulsive Disorders. For purposes of this Section, the term "Trustee" shall refer to the individual Trustee, provided there is an individual Trustee serving hereunder.

1. If Trustee reasonably believes that any beneficiary of any trust established under this Agreement:

- (a) uses or consumes any illegal drug or other illegal substance;
- (b) is clinically dependent upon the use or consumption of alcohol or any other legal drug or chemical substance that is not prescribed by a board-certified medical doctor or psychiatrist in a current program of treatment supervised by such doctor or psychiatrist;
- (c) compulsively gambles or exhibits other compulsive behavior; or
- (d) is unduly susceptible, as a result of emotional or mental pressures, to influence or coercion which would cause the beneficiary to squander trust distributions;

and if Trustee reasonably believes that as a result of such use, consumption, compulsive behavior, influence or coercion, the beneficiary is incapable of caring for himself or herself or is likely to dissipate his or her financial resources, Trustee shall have the right, but not the obligation, to request the beneficiary to submit to one or more examinations (including laboratory tests of bodily fluids) determined to be appropriate by a board certified medical doctor, psychiatrist or psychologist

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selected by Trustee, and to provide full disclosure to the examining doctor or facility of beneficiary's prior medical history and treatment, history of illegal drug use, consumption of alcohol, compulsive behavior and susceptibility to influence or coercion. Trustee shall request the beneficiary to consent to full disclosure by the examining doctor or facility to Trustee of the results of all such examinations. Trustee shall maintain strict confidentiality of those results and shall not disclose those results to any person other than the beneficiary without the prior written permission of the beneficiary.

2. Trustee may totally or partially suspend all distributions otherwise required or permitted to be made to that beneficiary and any right that the beneficiary may have to become Trustee hereunder, until the beneficiary consents to the examination and disclosure to Trustee. Nevertheless, Trustee cannot suspend any mandatory distributions to or for the benefit of the beneficiary that are required in order for that trust to qualify for any federal transfer tax exemption, deduction or exclusion allowable with respect to that trust, or that are required to qualify the trust as a qualified Subchapter S trust.

3. If in the opinion of the examining doctor, psychiatrist or psychologist the examination indicates current or recent use of a drug or substance, or indicates a compulsive behavior disorder, influence or coercion as described above, the beneficiary shall consult with the examining doctor, psychiatrist or psychologist to determine an appropriate method of treatment for the beneficiary (for example, counseling or treatment on an in-patient basis in a rehabilitation facility, or regular attendance at appropriate 12-step meetings such as Alcoholics Anonymous). If the beneficiary consents to the treatment, the beneficiary shall authorize a full disclosure by the physician or facility of the treatment plan to the Trustee, and Trustee shall pay the costs of approved

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treatment directly to the provider of those services from the income or principal otherwise authorized or required to be distributed to that beneficiary.

4. Except as provided above for mandatory distributions that must be made for federal tax purposes, all mandatory distributions to the beneficiary during his or her lifetime of income or principal (including distributions upon termination of the trust) and a beneficiary's right, if any, to become a Trustee hereunder will be suspended until, in the case of use or consumption of an illegal drug or illegal substance, examinations indicate no such use, and in all cases until Trustee in Trustee's sole judgment determines that the beneficiary is fully capable of caring for himself or herself and is no longer likely to dissipate his or her financial resources. While mandatory distributions are suspended the trust will be administered, subject to the additional Trustee discretion under this Article, as a discretionary trust to provide for the beneficiary's health, support, maintenance and education.

5. When mandatory distributions to the beneficiary are resumed, the remaining balance, if any, of the mandatory distributions that were suspended shall be distributed to the beneficiary at that time and any right the beneficiary may have to become a Trustee hereunder shall be reinstated. If the beneficiary dies before the mandatory distributions are resumed, the remaining balance of the mandatory distributions that were suspended shall be distributed to the persons who would be the alternate beneficiaries of that beneficiary's share as provided in other provisions of this Agreement.

6. It is not Grantor's intention to make Trustee (and/or any doctor, psychiatrist or psychologist retained by Trustee) responsible or liable to anyone for a beneficiary's actions or welfare. Trustee shall have no duty to inquire whether a beneficiary uses drugs or other substances, has a compulsive behavior disorder or is being coerced or influenced as described in this Section.

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Trustee (and/or any doctor, psychiatrist or psychologist retained by Trustee) shall be indemnified from the trust estate and held harmless from any liability of any nature in exercising the judgment and authority provided under this Section, including any failure to request a beneficiary to submit to medical, psychiatric or psychological examination, and including a decision to distribute suspended amounts to a beneficiary.

B. Protection from Threat of Loss. If Trustee, in Trustee's sole and absolute discretion, determines that the beneficiary of any trust created hereunder may be subject to the loss of any property interests created under this Agreement as a result of any type of legal process or other circumstance (whether foreign or domestic), making it clearly contrary to the best interests of the beneficiary to receive a distribution of principal or income that is otherwise required or permitted to be made hereunder (including but not limited to terminating distributions), then Trustee may refrain from making all or any part of such distribution until Trustee, in Trustee's sole and absolute discretion, determines that such threat of loss no longer exists. In order to ascertain the severity of a threat, Trustee is authorized to apply assets of the trust in question for purposes of obtaining a legal opinion regarding the likelihood of loss with respect thereto. If such legal opinion assesses the risk of loss to be at least ten percent (10%) of the distribution that would or could otherwise be made but for the provisions of this Section, Trustee may rely on such legal opinion to withhold distributions from the trust as herein directed and shall be indemnified and held harmless from any liability of any nature in exercising the judgment and authority provided under this Section. Circumstances in a beneficiary's life that would justify Trustee exercising the foregoing discretion include, without limitation, being a defendant in litigation, being involved in bankruptcy proceedings or similar financial or matrimonial difficulties, or living under a form of government or other condition making it highly likely that the assets distributed to the beneficiary would be subject to confiscation or

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expropriation. Notwithstanding the foregoing, if a beneficiary is a defendant in a lawsuit and either (i) the damages sought are in excess of any applicable insurance coverage, or (ii) a judgment is rendered against the beneficiary in an amount in excess of five percent (5%) of the value of the assets comprising the beneficiary's trust, then to the extent the beneficiary is a Trustee or Co-Trustee of his or her own trust, the beneficiary (as Trustee or Co-Trustee) shall be prohibited from making discretionary distributions of income and principal to himself or herself and only an Independent Trustee may make such distributions to the beneficiary until the lawsuit is dismissed or otherwise terminated (including all appeals) with respect to the beneficiary or the judgment is satisfied or legally uncollectible.

C. Mandatory Distributions for Tax Purposes. Notwithstanding anything contained in this Article to the contrary, Trustee cannot suspend any mandatory distributions to or for the benefit of the beneficiary that are required in order for that trust to qualify for any federal transfer tax exemption, deduction or exclusion allowable with respect to that trust, or that are required to qualify the trust as a qualified Subchapter S trust.

ARTICLE XI

S CORPORATION STOCK

Notwithstanding any provision of this Agreement to the contrary, if any trust created hereunder owns stock in an "S corporation" within the meaning of Section 1362(a) of the Code (herein an "S Corporation"), and if such trust does not otherwise qualify as a shareholder of an S Corporation pursuant to Section 1361(c) of the Code, then Trustee, in Trustee's sole discretion, may elect to create a separate share under such trust for such S Corporation stock, which separate share shall be governed by one of the following provisions, to be selected by Trustee in Trustee's sole discretion:

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A. QSST. Trustee may designate such separate share as a Qualified Subchapter S Trust, as defined in Section 1361(d) of the Code (herein a “QSST”). If the trust has more than one (1) permissible current income beneficiary, Trustee shall divide that stock among separate QSST’s for each such beneficiary, based on the ratio that the actuarial values of the income interests of the beneficiaries of the trust bear to each other, or on such other reasonable basis as determined by Trustee. Trustee shall administer each QSST as nearly as possible in accordance with the provisions set forth for the trust in this Agreement, but subject to the following overriding provisions:

1. Trustee shall pay all net income to the beneficiary of the QSST annually or in more frequent installments, as Trustee and the beneficiary shall agree, during the beneficiary’s lifetime, notwithstanding that but for the election by Trustee for the share to qualify as a QSST, income would not otherwise be required to be distributed to the beneficiary.

2. If the beneficiary of the QSST is otherwise entitled under the provisions of the trust to receive principal distributions from the trust, then Trustee may distribute principal from the QSST to or for the benefit of the beneficiary in accordance with those provisions. Trustee shall not distribute principal from the QSST to or for the benefit of any other person during the life of the beneficiary of the QSST.

3. If the QSST is terminated during the beneficiary’s life, then Trustee shall distribute all remaining assets of the QSST to that beneficiary.

4. Upon the death of the beneficiary of a QSST, all remaining assets of the QSST shall be distributed as provided for in the trust under the terms of this Agreement, but subject to the provisions of this Article.

5. Trustee shall be empowered to take, or refrain from taking, such further actions as Trustee may determine to be necessary to qualify the separate share as a QSST.

End of Page 34

6. The foregoing provisions of this Section A shall no longer apply in the event that the trust no longer owns shares in an S Corporation.

B. ESBT. Trustee may designate such separate share as an Electing Small Business Trust, as defined in Section 1361(e) of the Code, for purposes of qualifying such trust as a permitted S Corporation shareholder as defined in Section 1361(c) of the Code.

ARTICLE XII

DISCLAIMER PROVISION

Notwithstanding the foregoing provisions hereof, each Trustee serving hereunder and each beneficiary shall have the right, by instrument in writing, to disclaim, release or renounce, at any time and from time to time, any power or beneficial interest granted to him or her by law or under the provisions hereof; provided, however, that in the case of a Trustee, no such disclaimer, release or renunciation shall be binding upon his or her successor or successors, unless the said successors shall similarly disclaim, release or renounce such power or powers.

ARTICLE XIII

TERMINATED TRUSTS

If at the date of death of Grantor or Grantor's spouse, the conditions for the termination of any trust hereunder have occurred, Trustee shall make distribution to the beneficiary or beneficiaries of such trust without the delivery of the property to any intervening trust.

ARTICLE XIV

GOVERNING LAW

The law of Florida shall govern the validity and interpretation of the provisions of this Agreement.

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ARTICLE XV

ADDITIONS

Grantor or any other person may transfer or devise additional property to Trustee to be held under this Agreement. If the addition is made by Will, Trustee may accept the statement of the legal representative(s) that the assets delivered to Trustee constitute all of the property to which Trustee is entitled, without any duty to inquire into the representative's administration or accounting.

ARTICLE XVI

INQUIRIES BY THIRD PARTIES

No person, bank or trust company, corporation, partnership, association or firm dealing with Trustee or holding or keeping any assets of the trust estate, shall be required to investigate the authority of Trustee for entering into any transaction involving assets of the trust estate or to see to the application of the proceeds of any such transaction, or to inquire into the validity, expediency or propriety thereof, or be under any obligation or liability whatsoever, except to Trustee; and any such person, bank or trust company, corporation, partnership, association or firm shall be fully protected in making disposition of any assets of the trust estate in accordance with the directions of Trustee.

ARTICLE XVII

COUNSEL

Trustee may consult with legal counsel (who may be of counsel to Grantor or Trustee) concerning any question which may arise with reference to the duties or obligations of Trustee under this Agreement and the opinion of such counsel shall be full and complete authorization and protection in respect of any actions taken or suffered by Trustee in good faith and in accordance with the opinion of such counsel.

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ARTICLE XVIII

CREATION OF GENERAL POWER OF APPOINTMENT

The Independent Trustee (if any) of any trust hereunder shall have the power (by a written instrument kept with the trust records) to create in any beneficiary a lifetime and/or testamentary general power of appointment (as described in Section 2041 of the Code) over any part or all of any trust (including over any particular assets in a trust) if the Independent Trustee determines that granting such general power of appointment will create tax savings (income, estate, generation-skipping or any other tax), considering the transfer tax exemptions applied and/or available to the trust assets, any estate/death tax or income tax issues (state, local or federal) and any other factors the Independent Trustee deems pertinent. The Independent Trustee (if any) of any trust hereunder shall also have the power (by written instrument kept with the trust records) to eliminate any beneficiary's general power of appointment granted hereunder in whole or in part. To the extent that a general power of appointment granted hereunder is in existence on a beneficiary's death, unless the beneficiary expressly directs or appoints by Last Will), Trustee shall pay to the Personal Representative of the beneficiary's estate, from the portion of the trust to which the general power of appointment pertains, the amount, if any, by which the death taxes payable by reason of the beneficiary's death shall be increased as a result of the inclusion of that amount in the beneficiary's estate as certified in writing by the beneficiary's Personal Representative. Further, if the beneficiary is treated as making a taxable gift with respect to the portion of the trust to which a general power of appointment pertains then the Independent Trustee may distribute to the beneficiary the amount, if any, of gift taxes that accrue as a result of that gift, or an amount designed to replace/replenish the beneficiary's use/loss of applicable credit.

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ARTICLE XIX

DEFINITIONS

Whenever used in this Agreement, the following terms shall be defined as provided below:

A. Adoption or Adopted. For purposes of determining if an adopted person shall constitute a “child” or a “descendant” for purposes of any beneficial interests hereunder, any person adopted as a minor but no person adopted after minority (i.e., no person adopted as an adult) shall be treated the same as a naturally born child or descendant. Whether a person is a minor or an adult shall be determined under the laws of the adopting parent’s domicile at the time of the adoption.

B. Appointment by Last Will. If a beneficiary is granted a power of appointment or a power of direction by Last Will, the power must be exercised in a manner clearly and specifically referencing the power granted herein and must be exercised either (i) in a valid Last Will capable of being admitted to probate, or (ii) in the power holder’s valid Revocable Trust (of which the grantor thereof is the power holder) in effect at the time of the power holder’s death. In the event of any conflict between such documents, the provisions of a valid Last Will shall control. In disposing of any trust property subject to a power to appoint by Last Will, Trustee may rely upon an instrument admitted to probate in any jurisdiction as the Last Will of the beneficiary or may assume that he or she died intestate if Trustee has no notice of a Last Will being admitted to probate within six (6) months after the power holder’s death. This Paragraph shall not affect any right that an appointee or beneficiary in default of appointment may have against any distributee.

C. Appointment Other Than by Last Will. If a beneficiary is granted a power of appointment or a power of direction that may be exercised during life or other than by Last Will, the power must be exercised by a written instrument executed in the presence of two (2) witnesses and notarized or

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executed with the formalities required of a deed under Florida law as of the date the instrument is signed, which instrument must be delivered to Trustee and must clearly and specifically reference the power granted herein.

D. Best Interests. The term “best interests” is not defined herein because Grantor intends to vest the Independent Trustee absolute and unfettered discretion in determining what is in a beneficiary’s best interests under all relevant circumstances, subject only to the requirement that this absolute discretion shall not be exercised in bad faith.

E. Charitable Organizations. Organizations donations to which qualify for a deduction under Section 2522(a) or 2055(a) of the Code are herein referred to individually as a “charity” or “charitable organization” and collectively as “charities” or “charitable organizations”.

F. Child.

1. In determining who is or are the children and descendants of an individual, the following people shall be deemed to be children of such of individual:

- (a) Any children of such individual named herein;
- (b) Any children of such individual hereafter born or adopted (as defined herein);
- (c) Any children hereafter born to a gestational surrogate commissioned by such individual or such individual’s spouse, so long as such child or children is/are born during such individual’s life or prior to two (2) years after such individual’s death and the child is conceived with the use of such individual’s sperm or egg; and
- (d) Any children born to such individual’s spouse prior to two (2) years after such individual’s death, through natural, artificial or in vitro insemination/fertilization (or some other process) with such individual’s sperm.

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2. Notwithstanding anything to the contrary contained herein, the following people shall not be considered a child of an individual for all purposes hereunder:

(a) Any child born during the individual's lifetime but out of wedlock who is not acknowledged in writing as such individual's child; and

(b) Any child or children born as a result of eggs, sperm or preembryos donated by such individual, not pursuant to a procedure otherwise contemplated under Sub-Sections (c) or (d) of Paragraph 1 of this definition.

3. If a child is adopted by someone other than an individual and if as a result of such adoption the individual's parental rights are terminated then such child adopted "out of the family" (and such child's descendants) shall not be treated as a child/descendant hereunder.

4. If a person is determined not to be a child of an individual hereunder, such person and such person's descendants shall not be considered descendants hereunder.

G. Code. Any references herein to the "Internal Revenue Code" or to the "Code" shall refer to the Internal Revenue Code of 1986 as it now exists or may hereafter be amended or any substitute Federal Internal Revenue Code subsequently enacted.

H. Corporate Trustee. Any references herein to "Corporate Trustee" shall mean any bank or trust company having assets under management in excess of Five Billion Dollars (\$5,000,000,000) and which is qualified to conduct trust business under the laws of the state that is or will be the principal place of administration.

I. Death Taxes. Any references herein to "death taxes" shall mean all estate, inheritance and other transfer taxes, including interest and penalties thereon, assessed by reason of a beneficiary's death, on assets included in the beneficiary's estate.

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J. Descendant. Any references herein to “descendant” shall mean a person in any generational level down the applicable individual’s descending line and includes children, grandchildren, and more remote descendants. The term “descendant” is synonymous with the terms “lineal descendant” and “issue” but excludes collateral heirs. Notwithstanding anything to the contrary contained herein, if Grantor has expressed an intent not to provide for a descendant of Grantor’s hereunder, then the applicable descendant shall be deemed to have predeceased Grantor for all purposes hereunder (unless specifically provided to the contrary).

K. Education. Any references herein to “education” shall be interpreted broadly to include, but not be limited to, the following: precollege private school tuition, vocational school tuition, college or postgraduate school tuition, educational travel, room, board, books, school supplies and travel to and from any of said schools away from home. It is intended that Trustee liberally construe and interpret references to “education”, so that the beneficiaries shall obtain the best possible education commensurate with their abilities and desires.

L. Headings. Headings used herein are for convenience and reference and shall have no force, effect or legal meaning in the construction, interpretation or enforcement of this Agreement or any provision herein. The following headings are used in this Agreement:

1. Articles are designated with Roman numerals (e.g., Article I, II, III, IV, etc.);
2. Sections are designated with capital letters (e.g., Section A, B, C, D, etc.);
3. Paragraphs are designated with Arabic numerals (e.g., Paragraph 1, 2, 3, 4, etc.);
4. Subsections are designated with lower case letters (e.g., a, b, c, d, etc.); and
5. Subparagraphs are designated with lower case Roman numerals (e.g., i, ii, iii, iv, etc.).

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M. In General. Throughout this Agreement, unless the context otherwise requires, the masculine gender shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural and vice versa.

N. Incapacitated. For the purposes of this Agreement, “disability” or “incapacity” shall mean an individual’s inability to manage his or her property and affairs prudently or effectively for reasons such as physical or mental illness or disability; the individual’s confinement or detention by a foreign power, criminal or terrorist; or the individual’s disappearance. Disability or incapacity for medical reasons shall be evidenced by a written statement signed by at least one licensed physician stating that such physician has personally examined such individual and, in the physician’s opinion, the individual is unable to manage his or her financial affairs. Confinement, detention, or disappearance shall be evidenced by at least two (2) sworn statements of qualified persons with knowledge of such individual’s confinement, detention, or disappearance, or a governmental official (including police) to that effect.

O. Independent Trustee. Any references herein to “Independent Trustee” shall mean a Trustee of a particular trust, either an individual or Corporate Trustee, who (i) is not Grantor or a beneficiary of (or a transferor or contributor to) such trust, (ii) is not a Related or Subordinate Person as to (a) Grantor or (b) a beneficiary of (or a transferor or contributor to) such trust, and (iii) does not owe a duty of support to any person having such an interest. For purposes of this definition a beneficiary is a person who is a permissible recipient of distributions of income and/or principal of such trust, or someone having an obligation to support a beneficiary of such trust.

P. Per Stirpes/Per Stirpital. Whenever reference is made to the descendants “per stirpes” of a person/beneficiary or to a division or allocation on a “per stirpital” basis among a person’s/beneficiary’s descendants, representation shall be determined as provided under the law

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that governs the trust administration and shall be calculated from the generation of that person/beneficiary's children, regardless of whether a child of that person/beneficiary in fact is living at the time of calculation.

Q. Related or Subordinate Person. Any references herein to "Related or Subordinate Person" shall mean an individual who is deemed to be "related or subordinate" to a particular individual under Section 672(c) of the Code (as though that individual was a grantor).

R. Spouse. Any references herein to "spouse" shall mean a person married to an individual (which status may change from time to time), and where the context is appropriate shall include a widow or widower.

S. Survivorship. Except as may be herein provided to the contrary, if the rights of any beneficiary herein depend on surviving Grantor (or any other person), then such survivorship shall not be presumed unless such beneficiary is living on the date that is sixty (60) days after the date of Grantor's death (or the death of such other person).

T. Tax Terms. Any references herein to "applicable credit", "applicable credit amount", "charitable deduction", "general power of appointment", "generation-skipping transfer", "gross estate", "inclusion ratio", "marital deduction", "marital trust", "pass or have passed", "qualifying income interest for life", "qualified terminable interest property" (also known as "QTIP"), "taxable distribution", "taxable estate", and "taxable termination" shall have the same meanings as said terms have under the provisions of the Code in effect at Grantor's death or when such term may be otherwise applicable. In the event that a tax term used herein has a meaning under the Code as in effect as of the date of execution of this Agreement, but such term is no longer used under the Code in effect at Grantor's death (or such term is clearly no longer applicable in the context in which it is

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used), then this Agreement shall be interpreted using such tax terms in effect at Grantor's death or such other time as most clearly reflect the same or most similar meaning as the tax term used herein.

ARTICLE XX

GENERATION-SKIPPING TRANSFER TAX PROVISIONS

Trustee, in addition to those powers now or hereafter provided by law, shall have the rights and powers set forth below with respect to elections relating to the transfer or distribution of any property (whether outright or in trust) that may be subject to tax under Chapter 13 of the Code.

A. Division of Trusts. Trustee, in the exercise of Trustee's sole discretion, prior to any allocation of exemption by Grantor or by Grantor's Personal Representative, may divide property in any trust which is created hereunder either prior to or subsequent to Grantor's death and which would otherwise have an inclusion ratio, as defined in Section 2642(a)(1) of the Code, of neither one hundred percent (100%) nor zero percent (0%) into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one hundred percent (100%), said share herein referred to as the "Non-Exempt Trust", and the other to have an inclusion ratio of zero percent (0%), said share herein referred to as the "Exempt Trust". In addition, Trustee, in the exercise of Trustee's sole discretion, shall have the power at any time to divide any trust which is created hereunder into a Non-Exempt Trust and an Exempt Trust, for purposes of receiving and administering property which has an inclusion ratio of one hundred percent (100%) in the Non-Exempt Trust and receiving and administering property which has an inclusion ratio of zero percent (0%) in the Exempt Trust.

B. Trusts for Descendants. If Trustee divides a trust administered for the benefit of a child or more remote descendant of Grantor (referred to in this Section as a "beneficiary") under the Article entitled "TRUSTS FOR DESCENDANTS", into a Non-Exempt Trust and an Exempt Trust, then, notwithstanding anything to the contrary contained herein, it is Grantor's intention, but not direction, that Trustee not distribute any income nor principal of the Exempt Trust to the beneficiary until such time as the entire principal of the Non-Exempt Trust has been depleted; and, further, that Trustee should consider (a) the generation-skipping transfer tax effect of distributions from the Non-Exempt Trust prior to making distributions therefrom to or for the benefit of a descendant of the beneficiary, and (b) the availability of assets in the beneficiary's Exempt Trust (if any) and the desirability of using such for descendants of the beneficiary. Notwithstanding any provision herein to the contrary, Trustee shall not suspend any mandatory distributions to or for the benefit of the beneficiary that are required in order for that trust to qualify for any federal transfer tax exemption, deduction or exclusion allowable with respect to that trust, or that are required to qualify the trust as a qualified Subchapter S trust.

C. General Power of Appointment. With respect to any trust administered for the benefit of a child or more remote descendant of Grantor (referred to in this Section as a "beneficiary") under the Article entitled "TRUSTS FOR DESCENDANTS", Trustee shall distribute the maximum amount, if any, of the principal which would otherwise be subject to generation-skipping transfer tax

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upon the death of such beneficiary and which if included in the beneficiary's gross estate for federal estate tax purposes (without allowing any deduction with respect to such property) would not be taxed at the highest federal estate tax rate applicable to said beneficiary's estate ("appointive property") to the permissible appointees referenced in the Section entitled "Power of Appointment" under the Article entitled "TRUSTS FOR DESCENDANTS" and the creditors of said beneficiary's estate, as said beneficiary may appoint by Last Will specifically referring to this Article, it being Grantor's intention that this power to appoint be deemed a general power of appointment. Unless the beneficiary directs by Last Will that less taxes be paid from the appointive property, Trustee shall first pay from the appointive property directly or to the legal representative of the beneficiary's estate, the marginal amount, if any, by which the death taxes assessed by the reason of the beneficiary's death shall be increased as a result of the inclusion of the appointive property in such beneficiary's taxable estate for such tax purposes. Trustee's selection of assets to be sold to pay that amount and the tax effects thereof, shall not be subject to question by any beneficiary.

D. Taxable Distribution. If Trustee considers that any distribution from a trust hereunder other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a generation-skipping tax payable by the distributee, Trustee, in Trustee's sole discretion, may augment the distribution by an amount which Trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates.

E. Taxable Termination. If Trustee considers that any termination of interest in trust property hereunder is a taxable termination subject to a generation-skipping tax, Trustee, in Trustee's sole discretion, may pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries.

Except as may be otherwise provided in this Article, Grantor has made no provision herein for the payment of generation-skipping transfer taxes, it being Grantor's intent that any such taxes shall be paid in the manner provided in Chapter 13 of the Code.

ARTICLE XXI

IRREVOCABLE

Grantor has been advised with respect to the difference between revocable and irrevocable trusts and hereby declares that this Agreement and the trusts created hereby are irrevocable and may not be amended, revoked or modified by Grantor in any manner or respect.

ARTICLE XXII

ACCEPTANCE BY TRUSTEE

Trustee hereby accepts the trust herein created.

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KATZ BASKIES & WOLF PLLC

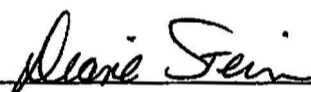
ARTICLE XXIII

EXECUTION OF AGREEMENT

This Agreement may be signed in one or more counterparts each of which, when executed with the same formality and in the same manner as the original, shall constitute and serve as the original. In addition, a telecopied or pdf signature on this Agreement shall be accepted as binding as if it were an original signature.

IN WITNESS WHEREOF Grantor and the witnesses to Grantor have executed this instrument in the presence of each other, and Trustee and the witnesses to Trustee have executed this instrument in the presence of each other, effective the day and year first above written.

Signed, sealed and delivered
in the presence of:





SUSAN R. SYMONS, Grantor



IVY HOWELLS, Trustee (Seal)

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KATZ BASKIES & WOLF PLLC

#1509357.4

STATE OF Florida)
COUNTY OF Broward) SS:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of December, 2024, by SUSAN R. SYMONS, who is personally known to me or who has produced Driver License as identification.



Luz C. Perez
Signature of Notary Public
Luz C. Perez
Typed, printed or stamped name of Notary Public

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by IVY HOWELLS, who is personally known to me or who has produced _____ as identification.

Signature of Notary Public

Typed, printed or stamped name of Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, by SUSAN R. SYMONS, who is personally known to me or who has produced _____ as identification.

Signature of Notary Public

Typed, printed or stamped name of Notary Public

STATE OF Maryland)
) SS:
COUNTY OF Montgomery)

Adam Ryan Welch
NOTARY PUBLIC
BETHESDA, MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES OCTOBER 13, 2025

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of December, 2024, by IVY HOWELLS, who is personally known to me or who has produced Washington D.C Driver's license as identification.

Adam R Welch

Signature of Notary Public

Adam R Welch

Typed, printed or stamped name of Notary Public

Adam Ryan Welch
NOTARY PUBLIC
BETHESDA, MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES OCTOBER 13, 2025

SYMONS 2024 IRREVOCABLE TRUST AGREEMENT

SCHEDULE A

Received from SUSAN R. SYMONS, the following assets for deposit to the above captioned Trust:

Twenty Dollars (\$20.00)

Dated: 12/19/2024

Ivy Howells
IVY HOWELLS, Trustee

Tax I.D. No: 33-6637207

Adam Ryan Welch
NOTARY PUBLIC
BETHESDA, MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES OCTOBER 13, 2025

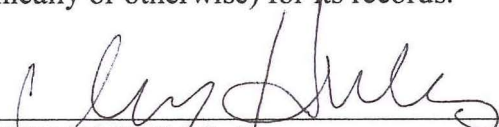
Adam R Welch

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KATZ BASKIES & WOLF PLLC

AUTHORIZATION TO OBTAIN EMPLOYER IDENTIFICATION NUMBER

The undersigned Applicant has appointed Katz Baskies & Wolf PLLC, acting by and through any of its employees, as the Third-Party Designee for purposes of obtaining an employer identification number and/or filing IRS Form SS-4 for the SYMONS 2024 IRREVOCABLE TRUST AGREEMENT dated 12-19-24, 2024. The Applicant understands that, by providing the Applicant's SSN/ITIN/EIN to Katz Baskies & Wolf PLLC, the Applicant is authorizing Katz Baskies & Wolf PLLC to apply for and receive the EIN by phone, fax, mail and/or over the internet on the Applicant's behalf and to answer questions about the EIN and/or completion of the IRS Form SS-4. Further, the Applicant has executed an IRS Form SS-4 and directs that Katz Baskies & Wolf PLLC may retain the Form (electronically or otherwise) for its records.



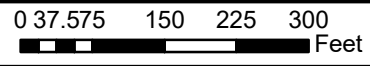
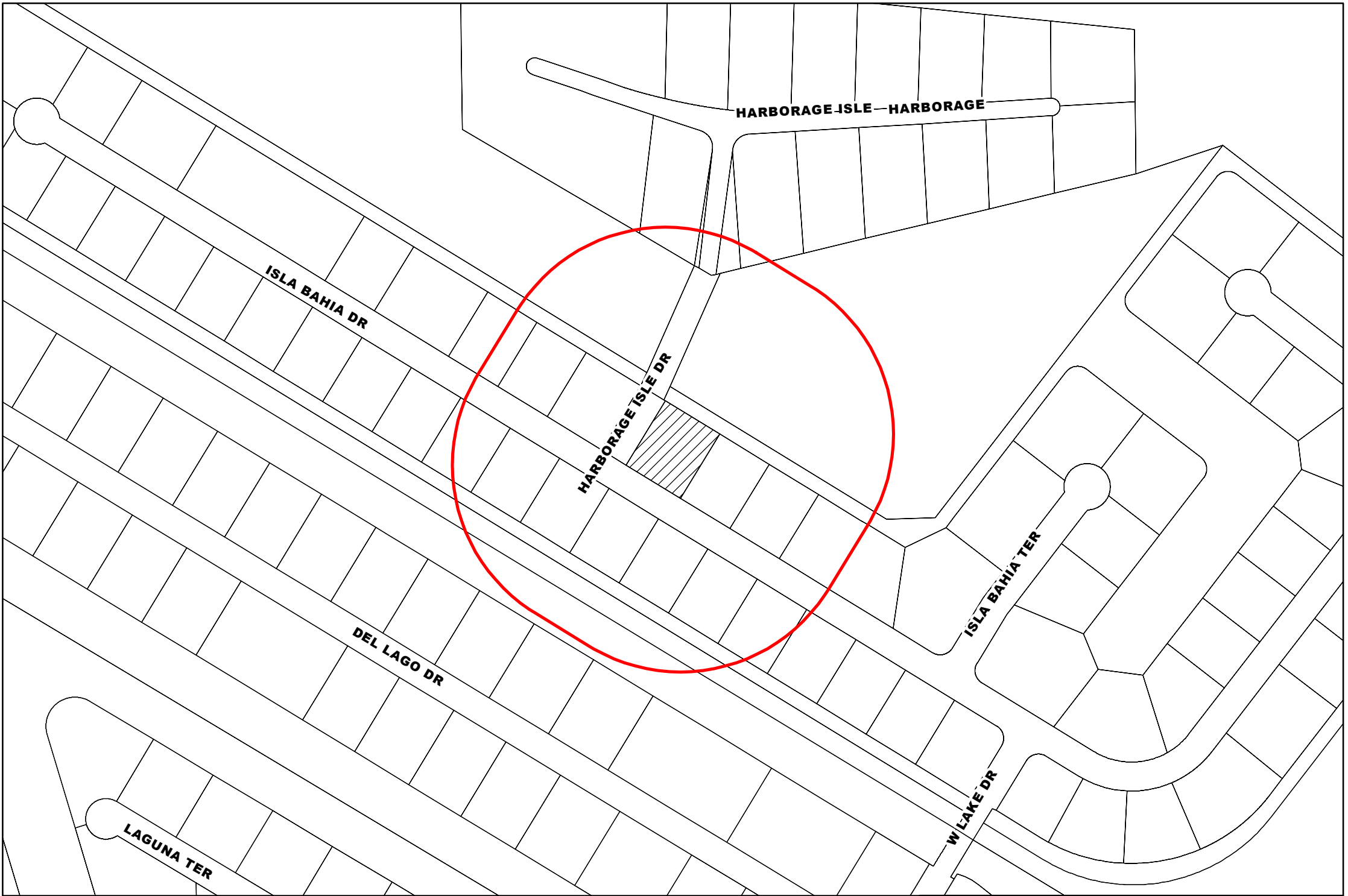
IVY HOWELLS, Trustee

Adam Ryan Welch
NOTARY PUBLIC
BETHESDA, MONTGOMERY COUNTY
MARYLAND
MY COMMISSION EXPIRES OCTOBER 13, 2025


12/19/2024

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KATZ BASKIES & WOLF PLLC



MARTY KIAR
BROWARD COUNTY PROPERTY APPRAISER



27 ISLA BAHIA DR
DATE OF PRINT: 02/05/2026

LIST INCLUDING DUPLICATES

FOLIO NUMBER	NAME 1	NAME 2	ADDRESS	CITY	STATE	ZIP
504212290010	1 HARBORAGE INVESTMENTS LLC		5531 N UNIVERSITY DR #103	CORAL SPRINGS	FL	33067
504213160380	23 ISLA BAHIA DRIVE LLC		8253 BACKLICK RD	LORTON	VA	22079
504213160610	24 ISLA LLC		165 MAPLE HILL RD	GLENCOE	IL	60022
504213160330	35 ISLA BAHIA LLC		135 W 52 ST #PH2	NEW YORK	NY	10019
504212290050	5 HARBORAGE LLC		2 HARBORAGE ISLE DR	FORT LAUDERDALE	FL	33316
504213160660	CASTRO,CHERYL	RICHARD S SMITH REV TR	34 ISLA BAHIA DR	FORT LAUDERDALE	FL	33316
504212000045	CITY OF FORT LAUDERDALE		528 NW 2 ST	FORT LAUDERDALE	FL	33311
504213160010	CITY OF FORT LAUDERDALE		528 NW 2 ST	FORT LAUDERDALE	FL	33311
504213160740	COMPANY SIX-C INC	DDCTD %CITY OF FORT LAUDERDALE	101 NE 3 AVE STE 2100	FORT LAUDERDALE	FL	33301
504213160750	COMPANY SIX-C,INC DDCTD PUBLIC	%CITY OF FORT LAUDERDALE	101 NE 3 AVE STE 2100	FORT LAUDERDALE	FL	33301
504212290200	CONGDON,EARL E & KATHRYN W		20 HARBORAGE ISLE DR	FORT LAUDERDALE	FL	33316
504213160670	DEVINO,KENNETH M	KENNETH DEVINO REV TR	36 ISLA BAHIA DR	FORT LAUDERDALE	FL	33316
504213160630	DIXON,ANDREW F & JEAN M		28 ISLA BAHIA DR	FORT LAUDERDALE	FL	33316
504213160360	ISLA HARBOR BEACH LAND TR	ISLA HARBOR BEACH LLC TRSTEE	29 ISLA BAHIA DR	FORT LAUDERDALE	FL	33316
504213160640	ISLA HARBOR BEACH LAND TR	ISLA HARBOR BEACH LLC TRSTEE	30 ISLA BAHIA DR	FORT LAUDERDALE	FL	33316
504213160650	ISLA HARBOR BEACH LAND TR	ISLA HARBOR BEACH LLC TRSTEE	6111 BROKEN SOUND PKWY NW #200	BOCA RATON	FL	33487
504213160340	LEZCANO,ISIDRO & MIRTA		33 ISLA BAHIA DR	FORT LAUDERDALE	FL	33316
504213160350	POWER,STEPHEN F & PATTI ANN	31 ISLA BAHIA DRIVE RES TR	31 ISLA BAHIA DR	FORT LAUDERDALE	FL	33316
504213160400	POWERS,ROBERT JR & MICHELE		19 ISLA BAHIA DR	FORT LAUDERDALE	FL	33316
504213140410	PUBLIC LAND	% CITY OF FORT LAUDERDALE	101 NE 3 AVE STE 2100	FORT LAUDERDALE	FL	33301
504213160600	SHOTTENKIRK,GREGORY J	GREGORY J SHOTTENKIRK REV TR	22 ISLA BAHIA DR	FORT LAUDERDALE	FL	33316
504213160370	SYMONS,SUSAN R	SYMONS 2024 IRREV TR ETAL	27 ISLA BAHIA DR	FORT LAUDERDALE	FL	33316
504213160390	TANNENBAUM,ELIZABETH & ROSS		21 ISLA BAHIA DR	FORT LAUDERDALE	FL	33316
504212290230	THE HARBORAGE ASSN IC		21 HARBORAGE	FORT LAUDERDALE	FL	33316
504212290210	THE HARBORAGE ASSN INC		21 HARBORAGE	FORT LAUDERDALE	FL	33316
504212290220	THE HARBORAGE ASSN INC		21 HARBORAGE	FORT LAUDERDALE	FL	33316
494307000460	TIITF/STATE OF FLORIDA	% FL INLAND NAVIGATION DISTRICT	1314 MARCINSKI RD	JUPITER	FL	33477
504213160620	VON PUSCH,RICK G & NELA		26 ISLA BAHIA DR	FORT LAUDERDALE	FL	33316

1 HARBORAGE INVESTMENTS LLC
5531 N UNIVERSITY DR #103
CORAL SPRINGS, FL 33067

23 ISLA BAHIA DRIVE LLC
8253 BACKLICK RD
LORTON, VA 22079

24 ISLA LLC
165 MAPLE HILL RD
GLENCOE, IL 60022

35 ISLA BAHIA LLC
135 W 52 ST #PH2
NEW YORK, NY 10019

5 HARBORAGE LLC
2 HARBORAGE ISLE DR
FORT LAUDERDALE, FL 33316

CASTRO, CHERYL
RICHARD S SMITH REV TR
34 ISLA BAHIA DR
FORT LAUDERDALE, FL 33316

CITY OF FORT LAUDERDALE
528 NW 2 ST
FORT LAUDERDALE, FL 33311

COMPANY SIX-C INC
DDCTD %CITY OF FORT LAUDERDALE
101 NE 3 AVE STE 2100
FORT LAUDERDALE, FL 33301

COMPANY SIX-C, INC DDCTD PUBLIC
%CITY OF FORT LAUDERDALE
101 NE 3 AVE STE 2100
FORT LAUDERDALE, FL 33301

CONGDON, EARL E & KATHRYN W
20 HARBORAGE ISLE DR
FORT LAUDERDALE, FL 33316

DEVINO, KENNETH M
KENNETH DEVINO REV TR
36 ISLA BAHIA DR
FORT LAUDERDALE, FL 33316

DIXON, ANDREW F & JEAN M
28 ISLA BAHIA DR
FORT LAUDERDALE, FL 33316

ISLA HARBOR BEACH LAND TR
ISLA HARBOR BEACH LLC TRSTEE
29 ISLA BAHIA DR
FORT LAUDERDALE, FL 33316

ISLA HARBOR BEACH LAND TR
ISLA HARBOR BEACH LLC TRSTEE
30 ISLA BAHIA DR
FORT LAUDERDALE, FL 33316

ISLA HARBOR BEACH LAND TR
ISLA HARBOR BEACH LLC TRSTEE
6111 BROKEN SOUND PKWY NW #200
BOCA RATON, FL 33487

LEZCANO, ISIDRO & MIRTA
33 ISLA BAHIA DR
FORT LAUDERDALE, FL 33316

POWER, STEPHEN F & PATTI ANN
31 ISLA BAHIA DRIVE RES TR
31 ISLA BAHIA DR
FORT LAUDERDALE, FL 33316

POWERS, ROBERT JR & MICHELE
19 ISLA BAHIA DR
FORT LAUDERDALE, FL 33316

PUBLIC LAND
% CITY OF FORT LAUDERDALE
101 NE 3 AVE STE 2100
FORT LAUDERDALE, FL 33301

SHOTTENKIRK, GREGORY J
GREGORY J SHOTTENKIRK REV TR
22 ISLA BAHIA DR
FORT LAUDERDALE, FL 33316

SYMONS, SUSAN R
SYMONS 2024 IRREV TR ETAL
27 ISLA BAHIA DR
FORT LAUDERDALE, FL 33316

TANNENBAUM, ELIZABETH & ROSS
21 ISLA BAHIA DR
FORT LAUDERDALE, FL 33316

THE HARBORAGE ASSN IC
21 HARBORAGE
FORT LAUDERDALE, FL 33316

THE HARBORAGE ASSN INC
21 HARBORAGE
FORT LAUDERDALE, FL 33316

TIITF/STATE OF FLORIDA
% FL INLAND NAVIGATION DISTRICT
1314 MARCINSKI RD
JUPITER, FL 33477

VON PUSCH, RICK G & NELA
26 ISLA BAHIA DR
FORT LAUDERDALE, FL 33316



AGENT AUTHORIZATION FORM

I, Susan Symons ("Owner") as the current title owner of the real property located at 27 Isla Bahia Drive Fort Lauderdale, Fl. 33316

Karyn Rivera ("Authorized Agent") to act as my agent regarding the submittal of a variance/special exception application to the City of Fort Lauderdale and appear at any and all scheduled hearings before the Board of Adjustment for the City of Fort Lauderdale, on the date, time and location specified on the Hearing Notice.

I authorize my agent to communicate with the City of Fort Lauderdale regarding my pending variance/special exception application and, by signing this authorization form, I hereby authorize the City of Fort Lauderdale to accept and rely on any and all communications from my Authorized Agent, whether written or oral, regarding all issues related to my pending variance/special exception application. I understand and agree that, as the Property Owner, I remain responsible for all terms and conditions outlined in the variance/special exception application, all required hearing appearances related to my variance/special exception application, and any request by the City of Fort Lauderdale and/or the Board of Adjustment to submit additional document(s) and or record(s) in support of my pending variance/special exception application.

Notwithstanding the City's receipt of my completed and executed Agent Authorization Form, I understand and agree, the City will mail or deliver all notices relating to my pending variance/special exception application to my property address, as listed on my variance/special exception application. I further understand and agree, the City of Fort Lauderdale and the Board of Adjustment assume no liability for my failure or my Authorized Agent's failure to comply with any terms or conditions outlined in my variance/special exception application, and/or my failure or my Authorized Agent's failure to appear on my behalf at any duly noticed hearings before the Board of Adjustment.

I further agree to INDEMNIFY AND HOLD HARMLESS and hereby RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND FOREVER COVENANT NOT TO SUE the City of Fort Lauderdale, its elected officials, employees, servants, representatives, associates, officers, agents, guests, invitees, volunteers, partners, successors and assigns from any and all liability, claims, demands, action, judgments, costs, expenses, court costs, attorney fees and causes of action whatsoever arising out of or related to any loss or damage to property, and/or injury to any person, including death, WHETHER CAUSED BY, ALLEGEDLY CAUSED BY, OR CONTRIBUTED IN WHOLE OR IN PART by the action, failure to act, negligence, breach of contract or other misconduct by my me, my Authorized Agent, my employees, servants, representatives, associates, officers, agents, volunteers, partners, successors and assigns.



DEVELOPMENT SERVICES DEPARTMENT – ZONING & LANDSCAPING DIVISION
BOARD OF ADJUSTMENT -AGENT AUTHORIZATION FORM

Rev: 0 | Revision Date: 01/30/2024 | Print Date: 0/00/0000
I.D. Number: BOAAAF

relating in any way to the City of Fort Lauderdale's reliance of the authority granted to my Authorized Agent pursuant to this Form.

BY SIGNING THIS RELEASE AND HOLD HARMLESS AGREEMENT, I ATTEST, AFFIRM, AND REPRESENT THAT I AM THE TITLE OWNER/AUTHORIZED PERSON FOR THE PROPERTY AND THAT ALL OF THE FOLLOWING STATEMENTS ARE TRUE AND CORRECT: I am at least eighteen (18) years of age and of sound and competent state of mind at the time executed this Agent Authorization Form; I executed this Agent Authorization Form as an expression of my own free act and deed; There are no oral representations or statements, apart from this Agent Authorization Form and intend to be bound by its terms; and I was not induced by the City, its employees and/or agents, or anyone, to execute this

Agent Authorization Form. ***Please provide proof of ownership. If the property is owned by an Corporation, please submit Sunbiz Verification with this form.**

WITNESS:

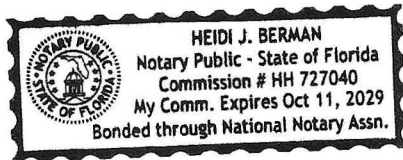
Candice McDonald
Witness Signature
CANDICE McDONALD
Print Name
01/23/2026
Date

Susan Symons
Signature - Owner/Authorized Individual
Susan Symons
Print Name - Susan Symons (Authorized Individual)
Owner
Print Title - Authorized Individual

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of January, 2026, by Susan Symons, an individual who is personally known to me or has produced Florida D.L. as identification

[NOTARY SEAL]



H. Berman
(Signature of Notary Public - State of Florida)
Oct. 11, 2029
My Commission Expires:
HEIDI BERMAN
Print, Type, or Stamp Commissioned Name of Notary Public)

- **NARRATIVE**

Board of Adjustment (BOA)

4/21/26

NARRATIVE

Ft Lauderdale DSD Zoning Division

700 19 AVE

Subject: Narrative – Proposed for 27 Isla Bahia Drive Ft Lauderdale, FL 33316, Folio: 504213160370

To Whom It May Concern,

I, Susan Symons (owner), am writing this letter to formally request a variance for the property located at 27 Isla Bahia Drive Ft Lauderdale, FL 33316, folio: 504213160370. The property is currently residential and the use is to remain the same. The Variance request is to allow a structure (canopy) at a setback of 4 feet to the structural columns, whereas the code requires a setback of 25 feet for a corner yard, a total variance request of 21 feet (as per code sec. 47-5.30). This Variance request would also be to, in regards to the canopy, permit an overhang to extend 2.85 feet into the required setback, whereas the code requires a maximum of 1/3 the required setback (1.33 feet maximum), a total variance request of 1.52 feet (as per code sec. 47-19.2.B).

Reasons for Variance request:

- I am elderly and disabled and the property currently, as is, lacks accessible entry points to the house that do not require me to climb stairs which, due to my disability, is not possible.
- There are no suitable locations on the property to install a ramp.

The request is vital to my safety and ability to enter my home. I am committed to working with the Planning and Zoning Department throughout this process and thank you for your consideration in this matter. If you have any questions or concerns, please do not hesitate to reach out. Thank you.

Sincerely,

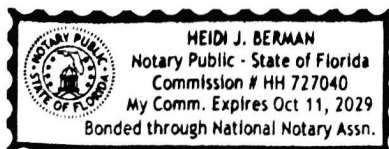
 (Owner)

STATE OF FLORIDA

COUNTY OF BROWARD

The forgoing instrument was acknowledged before me this 30th day of

April, 2026 by Susan Symons, who is personally know to me. who produced I.D.



- **COLOR PHOTOGRAPHS**

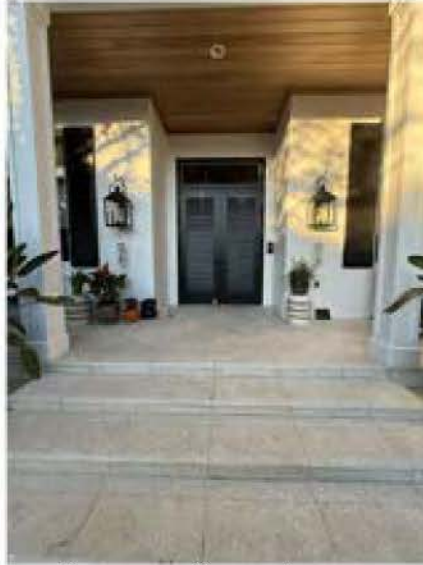
Board of Adjustment (BOA)

Susan R Symons
27 Isla Bahia Dr.
Fort Lauderdale, FL 33316

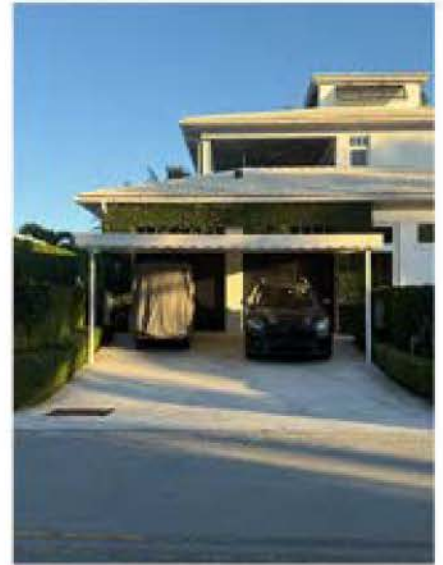
Carport and Entryways



Front entryway gate/steps



Steps to front door



Carport by faux garage and
storage to kitchen



Garages with steep entry



Garage entry to home (South)



Path to entry from garage

Susan R Symons
27 Isla Bahia Dr.
Fort Lauderdale, FL 33316

Carport and Entryways



Faux garage (Left)
Storage garage behind kitchen (Right)



Storage garage with flat
entry to kitchen



West entry (not handicap accessible)



Path to kitchen



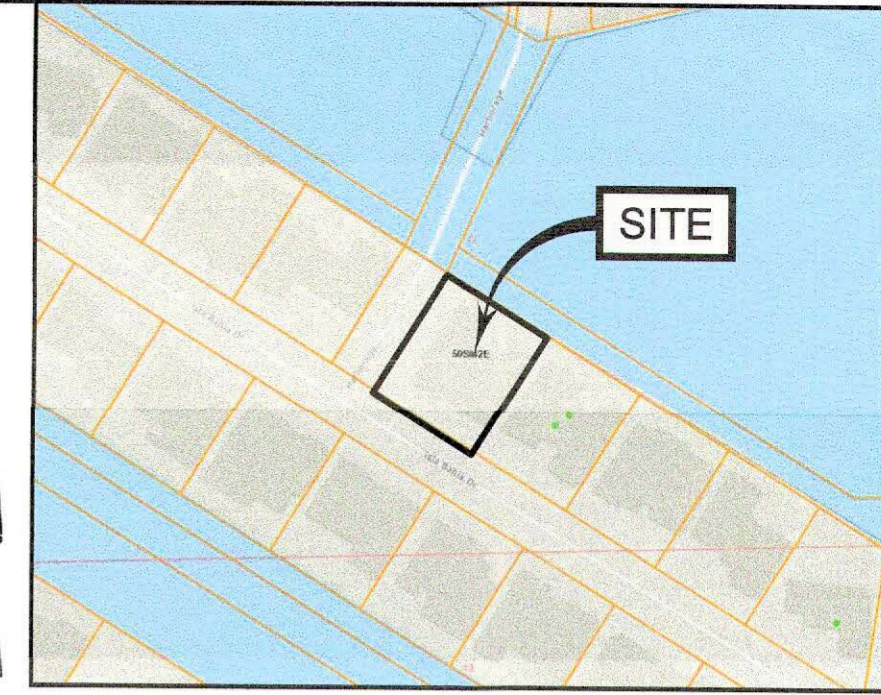
Close-up of accessible entry



Close-up of accessible entry 2

- **SURVEY**

Board of Adjustment (BOA)



VICINITY MAP
© 2022 ESRI WORLD LIGHT GRAY CANVAS
(NOT TO SCALE)

SURVEY DESCRIPTION:

LOT 36, ISLA BAHIA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 47, PAGE 27, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA AND CONTAINING 14,300 SQUARE FEET OR 0.3283 ACRES, MORE OR LESS.

NOTES:

- PROPERTY KNOWN AS LOT 36, ISLA BAHIA, PLAT BOOK 47, PAGE 27, BROWARD COUNTY, FLORIDA
- AREA= 14,300 SQUARE FEET OR 0.3283 ACRES, MORE OR LESS
- UNDERGROUND UTILITIES HAVE NOT BEEN SHOWN. BEFORE ANY SITE EVALUATION, PREPARATION OF DESIGN DOCUMENTS OR EXCAVATION IS TO BEGIN, THE LOCATION OF UNDERGROUND UTILITIES SHOULD BE VERIFIED BY THE PROPER UTILITY COMPANIES.
- THIS PLAN IS BASED ON INFORMATION PROVIDED BY CLIENT. A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES FL, LLC, AND OTHER REFERENCE MATERIAL AS LISTED HEREON.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, COVENANTS AND/OR EASEMENTS THAT MAY BE CONTAINED THEREIN.
- THIS PROPERTY LIES IN FLOOD ZONE "AE". ELEVATION=7' PER FLOOD INSURANCE RATE MAP NO. 12011C0576 J, DATED JULY 31, 2024. COMMUNITY PANEL NO. 125105.
- THE EXISTENCE OF UNDERGROUND STORAGE TANKS, IF ANY, WAS NOT KNOWN AT THE TIME OF THE FIELD SURVEY.
- ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) BASED ON CITY OF FORT LAUDERDALE BENCH MARK # SE-59. ELEVATION=6.508 (NAVD88). PK NAIL IN BRASS DISC STAMPED FT LAUD SE 59 TOP OF CURB POC N SIDE A1A & E SIDE EXIST RAMP @ MAYAN DR & HASKINS AVE ALSO 155' E OF E SIDE MERCEDES BRIDGE
- BEARINGS SHOWN HEREON REFER TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), FLORIDA EAST ZONE (901), STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION AND REFERENCE THE NORTH R/W LINE OF ISLA BAHIA DRIVE AS N58°32'32"W.
- THIS SURVEY MAP AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE RAISED IMPRESSION OR PDF OF DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

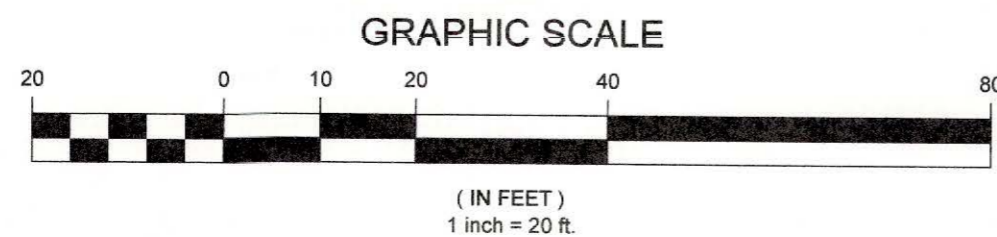
REFERENCES:

- MAP ENTITLED "PLAT OF ISLA BAHIA", PLAT BOOK 47, PG. 27, BROWARD COUNTY RECORDS
- MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM, FIRM, FLOOD INSURANCE RATE MAP NO. 12011C0576 J, DATED JULY 31, 2024. COMMUNITY PANEL NO. 125105.

CONTROL POINT ASSOCIATES FL - ALL RIGHTS RESERVED. THE COPYING OR REUSE OF THIS DOCUMENT, OR PORTIONS THEREOF, FOR OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF CONTROL POINT ASSOCIATES, INC., IS PROHIBITED.

LEGEND

- OH OVERHEAD WIRES
- ⊠ ELECTRIC BOX
- ⊙ SANITARY/SEWER MANHOLE
- ⊠ CATCH BASINS
- ⊙ CLEAN OUT
- ⚡ UTILITY POLE/LIGHT POLE/SOLAR PANEL
- ⊠ AIR CONDITIONING UNIT
- BFPA BUILDING FOOTPRINT AREA
- BLDG BUILDING
- CLF CHAIN LINK FENCE
- EL ELEVATION
- EDP EDGE OF PAVEMENT
- HT HEIGHT
- LSA LANDSCAPED AREA
- MEN MASONRY BLOCK WALL
- TPP TYPICAL
- EVIDENCE FOUND
- } UNKNOWN TERMINUS
- C.B.S. CONCRETE BLOCK STUCCO
- CONC. CONCRETE
- ℄ CENTER LINE
- O/S OFFSET



I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, MEETS THE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT RAISED IMPRESSION OR PDF OF DIGITAL SEAL

JERALD A. McLAUGHLIN
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER #LS5269
FLORIDA CERTIFICATE OF AUTHORIZATION LB #8137

12-22-2025
DATE

FIELD DATE	12-16-2025	BOUNDARY & LOCATION SURVEY			
FIELD BOOK NO.	511				
FIELD BOOK PG.	45	SUSAN R. SYMONS			
FIELD CREW	C.W.	27 ISLA BAHIA DRIVE			
DRAWN:	RDR	LOT 36, ISLA BAHIA (B.C.R.)			
REVIEWED:	B.E.	CITY OF FORT LAUDERDALE, BROWARD COUNTY			
APPROVED:	J.A.M.	STATE OF FLORIDA			
DATE	12-22-2025	SCALE	1"=20'	FILE NO.	15-250668-00
SHEET	1	OF	1		

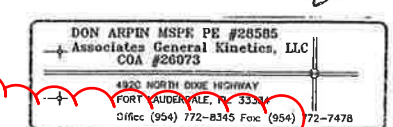
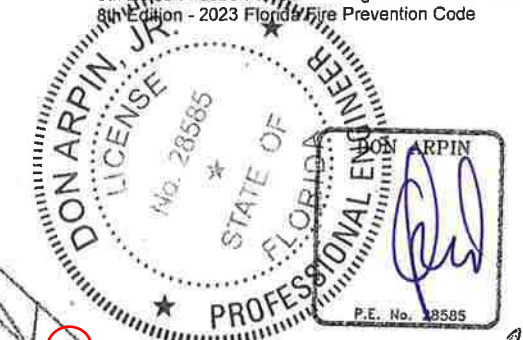
CONTROL POINT ASSOCIATES FL
1901 WEST CYPRESS CREEK ROAD (AKA NW 62nd St)
SUITE 501
FT. LAUDERDALE, FL 33309
954.763.7611
WWW.CPASURVEY.COM

WARREN, NJ 908.668.0099
CHALFONT, PA 215.712.9890
MT. LAUREL, NJ 609.857.2999
MANHATTAN, NY 609.750.0411
LONG ISLAND, NY 631.580.2645
SOUTH BROOKFIELD, MA 508.545.8200
ALBANY, NY 518.217.5010
ROCHESTER, NY 585.255.1764
PHILADELPHIA, PA 215.712.9890
HUDSON VALLEY, NY 845.691.7359

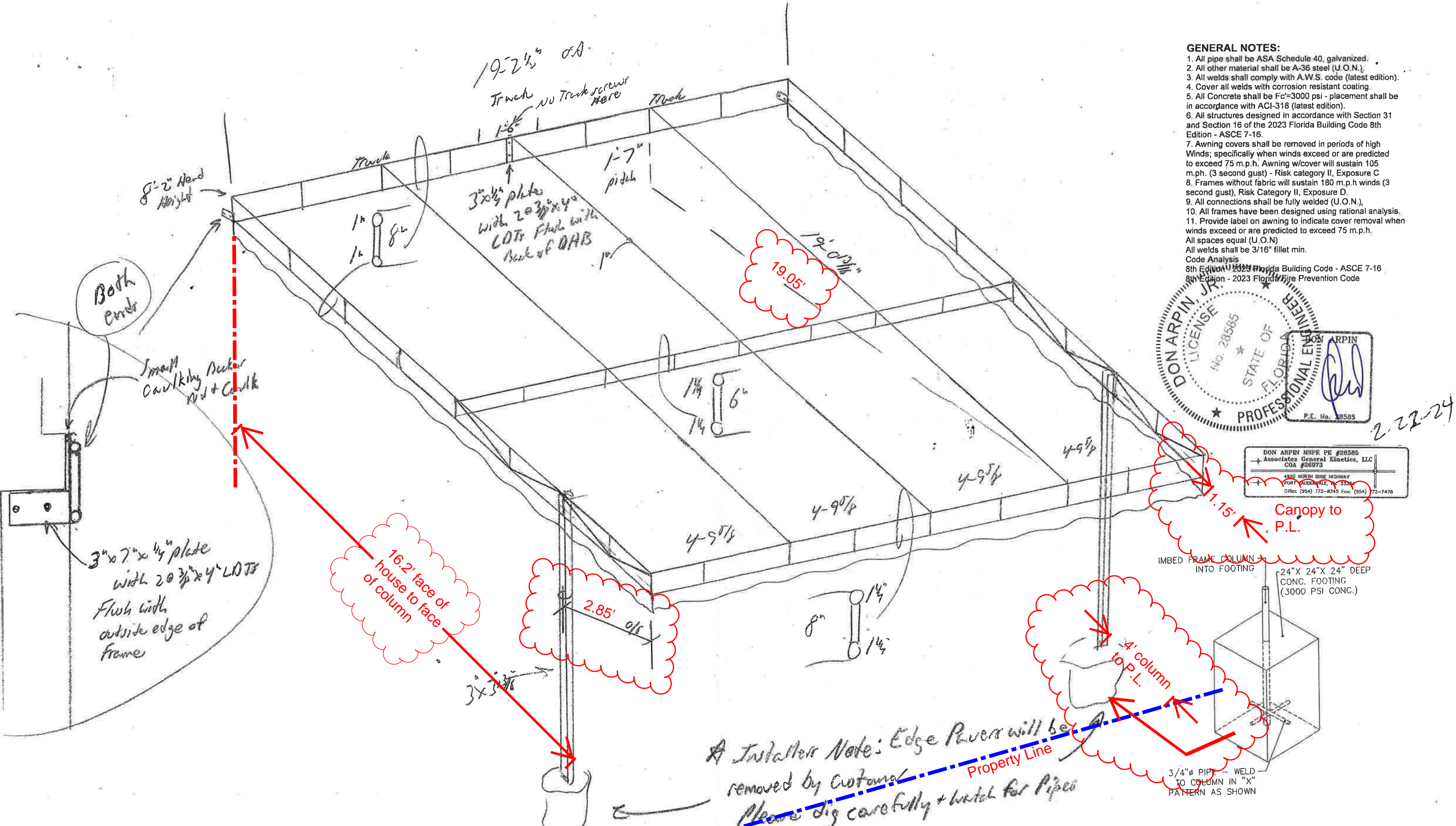
- **SITE PLAN**

Board of Adjustment (BOA)

- GENERAL NOTES:**
1. All pipe shall be ASA Schedule 40, galvanized.
 2. All other material shall be A-36 steel (U.O.N.).
 3. All welds shall comply with A.W.S. code (latest edition).
 4. Cover all welds with corrosion resistant coating.
 5. All Concrete shall be $F_c=3000$ psi - placement shall be in accordance with ACI-318 (latest edition).
 6. All structures designed in accordance with Section 31 and Section 16 of the 2023 Florida Building Code 8th Edition - ASCE 7-16.
 7. Awning covers shall be removed in periods of high Winds; specifically when winds exceed or are predicted to exceed 75 m.p.h. Awning w/cover will sustain 105 m.ph. (3 second gust) - Risk category II, Exposure C
 8. Frames without fabric will sustain 180 m.p.h winds (3 second gust), Risk Category II, Exposure D.
 9. All connections shall be fully welded (U.O.N.).
 10. All frames have been designed using rational analysis.
 11. Provide label on awning to indicate cover removal when winds exceed or are predicted to exceed 75 m.p.h.
- All spaces equal (U.O.N)
All welds shall be 3/16" fillet min.
Code Analysis
8th Edition - 2023 Florida Building Code - ASCE 7-16
8th Edition - 2023 Florida Fire Prevention Code



2.22.24



HOOVER ARCHITECTURAL PRODUCTS

MFR Pattern#: CP2790	Binding: Black	SCH 40: <input checked="" type="checkbox"/>	107 AUSTRALIAN AVE • WEST PALM BEACH, FL 33407 • (561) 844-4444 • (561) 844-6879 FAX
Fabric #: Sail White	Trim:	ALUM: <input type="checkbox"/>	844 NW 9 AVE • FT. LAUDERDALE, FL 33311 • (954) 764-1711 • (954) 763-5606 FAX
Valance: 11"	Thread: EPTFE: <input checked="" type="checkbox"/>	GATORSHIELD: <input type="checkbox"/>	JOB NAME: S. Symons
Scallop: #9	Rope: Wht: <input checked="" type="checkbox"/> Blk: <input type="checkbox"/>	PAINT #: White	JOB ADDRESS: 27 Isla Bahia Dr. Ft. Laud, FL 33316