DRIVEWAY CONNECTION PERMIT FOR ALL CATEGORIES

PART 1: PERMIT INFORMATION
APPLICATION NUMBER: 2023-A-496-00010
Permit Category: A - less than 20 VTPD Access Classification:
Project: Proposed Residence, 3521 S Ocean Blvd, Highland Bch
Permittee: MARK HUNLEY
Section/Mile Post: / State Road:
Section/Mile Post: / State Road:
PART 2: PERMITTEE INFORMATION
Permittee Name: MARK HUNLEY
Permittee Mailing Address: 2528 N 38th Ave
City, State, Zip: Hollywood, Florida 33021
Telephone: (954) 809-9802 ext
Engineer/Consultant/or Project Manager:
Engineer responsible for construction inspection:
NAME P.E. # Mailing Address:
City, State, Zip:
Telephone: FAX, Mobile Phone, etc. Fax: / Mobile:
PART 3: PERMIT APPROVAL
The above application has been reviewed and is hereby approved subject to all Provisions as attached.
Permit Number: 2023-A-496-00010
Department of Transportation Signature: Eugene Kissner Title: MAINTENANCE MANAGER/PERMITS
Department Representative's Printed Name Eugene Kissner
Temporary Permit YES NO (If temporary, this permit is only valid for 6 months)
Special provisions attached YES VNO
Date of Issuance: 4/11/2023 Approved
If this is a normal (non-temporary) permit it authorizes construction for one year from the date of issuance. This can only be extended by the Department as specified in 14-96.007(6).

PART 4:	GENERAL	PROVISIONS	3

 Notify the 	e Department of Transportation	n Maintenand	e Office at least 48 hours in advance of starting proposed
work.			
Phone:	7863146067	, Attention:	Paul Donovan

- 2. A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection construction.
- 3. Comply with Rule 14-96.008(1), F.A.C., Disruption of Traffic.
- 4. Comply with Rule 14-96.008(7), F.A.C., on Utility Notification Requirements.
- 5. All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.
- 6. The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.
- 7. Comply with Rule 14-96.003(3)(a), F.A.C., Cost of Construction.
- 8. If a Significant Change of the permittee's land use, as defined in Section 335.182, Florida Statutes, occurs, the Permittee must contact the Department.
- 9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.
- 10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.
- 11. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
- 12. **Transportation Control Features and Devices in the State Right of Way.** Transportation control features and devices in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or devices in the state right of way, are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature or device in the state right of way to make changes to promote safety in the right of way or efficient traffic operations on the highway.
- 13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, and the Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.
- 14. The Permittee shall be responsible for determining and notify all other users of the right of way.
- 15. Starting work on the State Right of Way means that I am accepting all conditions on the Permit.

PART 5: SPECIAL PROVISIONS
NON-CONFORMING CONNECTIONS: YES V NO
If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following shall be a part of this permit.
 The non-conforming connection(s) described in this permit is (are) not permitted for traffic volumes exceeding the Permit Category on page 1 of this permit, or as specified in "Other Special Provisions" below.
2. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.
OTHER SPECIAL PROVISIONS: SEE ATTACHMENT 'A'

PART 6: APPEAL PROCEDURES

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you dispute the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a formal administrative hearing pursuant to section 120.57 (1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an informal administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings Department of Transportation Haydon Burns Building 605 Suwannee Street, M.S. 58 Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and be filed with the Clerk of Agency Proceedings by 5:00 p.m. no later than 21 days after you received the Notice. The petition must include a copy of the Notice, be legible, on 8 1/2 by 11 inch white paper, and contain:

- 1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and the name, address, and telephone number of your representative, if any, which shall be the address for service purposes during the course of the proceeding.
- 2. An explanation of how your substantial interests will be affected by the action described in the Notice;
- 3. A statement of when and how you received the Notice;
- 4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
- 5. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the agency's proposed action, as well as an explanation of how the alleged facts relate to the specific rules and statutes you contend require reversal or modification of the agency's proposed action;
- 6. A statement of the relief sought, stating precisely the desired action you wish the agency to take in respect to the agency's proposed action.

If there are disputed issues of material fact a formal hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an informal hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

Your petition for an administrative hearing shall be dismissed if it is not in substantial compliance with the above requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code. If you fail to timely file your petition in accordance with the above requirements, you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.

4/11/2023

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

RECEIPT OF CONNECTION APPLICATION AND FEE (OR WAIVER OF FEE)

IMPORTANT NOTE: Even though your application has been accepted, it may not be complete. We will contact you if more information is needed.

(1)	APPLICATION	NUMBER: 20	23-A-496-00010			
API	PLICANT:					
(2)	Name/Address	ame/Address: MARK HUNLEY				
		2528 N 38th	n Ave			
		Hollywood, F	Florida 33021			
(3)	Project Name:					
		<u> </u>	VEHICLES PER DAY	<u>FEE</u>		
(4)	Fee 🗸	Category A	1-20	\$50.00		
		Category B	21-600	\$250.00		
		Category C	601-1,200	\$1,000.00		
		Category D	1,201-4,000	\$2,000.00		
		Category E	4,001-10,000	\$3,000.00		
	П	Category F	10,001-30,000	\$4,000.00		
		Category G	30,001 +	\$5,000.00		
		Temporary	00,001	\$250.00		
		Safety		NO FEE		
		•	4:4.	NO FEE		
		Government En	шу	NO FEE		
(5)	Application Fe	e Collected \$ 5	50.0	(6) Fee Collected B	y	
	Payment Type			Name One-Stop	Permitting	
Check (check number) Signature One-Stop P						
	☐ Cash ✓ Credit Card	(online only)		Date 2/23/2023 [District	Unit
(7)		Back to Applica	ant Via			
(')	•		_	_		
	☐ Hand Deliv	very			✓ Electronicall	У
App	olicant (or Agent) Signature (if av	_{ailable)} MARK HUN	ILEY		
		This form b	ears your application n	umber and serves as	your receipt.	
(8)	If fee is waived	l, give justificati	on below or on separat	e sheet.		Approved
FOR AGENCY USE ONLY – ATTACH COPY OF CHECK ON THE NEXT PAGE A - 496 - 0001 Make Checks payable to: State of Florida Department of Transportation						



TOWN OF HIGHLAND BEACH

Building Department 3616 South Ocean Blvd., Highland Beach, Florida 33487 Website: www.highlandbeach.us Phone: 561-278-4540 Fax: 561-278-2606

AUTHORIZED AGENT AFFIDAVIT

1 3519 South Ocean Blvd	the Property owner, hereby grant authorization to
MARK HUNLEY, Aut	the Property owner, hereby grant authorization to
Beach Building Department while conducting	norized Agent, to act in my behalf with the Town of Highland activities related to a development application request.
d	ictivities related to a development application request.
1 3519 South Orean Blod 1	(Gerald Antonacci) Property Owner, relieve the Town of Highland Beach of,
and agree to hold the Town of Highland Beach	Building Department harmless from, any and all responsibility,
claims or other actions arising from or related	to the Department natifiess from, any and all responsibility,
J STATE WELL STREET OF ALL TO EURITE	that the Department receives timely notice of any such grant or
termination.	and the partition receives timely notice of any such grant or
s Add to to	
Trans Callin	
Signature of Property Owner	Signature of Authorized Agent
9	/ Common Tagonto (
***DI EACE MORN BOOK	
TLEASE NOTE: BOTH	SIGNATURES MUST BE NOTARIZED***
Notary for Property Owner Signature:	Notary for Authorized Agent's Signature:
State of Connecticut	
	State of the de
County of Hanford	County of County of
The foregoing was also	2
The foregoing was acknowledged before me this 27th day of December	The foregoing was acknowledged before me this
2021	day of Drung
by Gerald Antonacce	1
who, is personally known to me, or who produced	by mere funky, who
- per solution mentre men	is personally known to me, or who produced
as identification.	as identification.
0 .00 0	. //
SAMONN SWEDLIN	
Notary Public Signature	Notary Public Signature
Lisa M. Swedis	Total y Public Signature
Print, Type, or Stamp Name of Notary	
	Print, Tankling Stamp Ruber Piecora
My Commission Expires August 31, 2022	Comm.#GG350885
August 31, 2022	Expires: Oct 20 2002
	Expires: Oct. 28, 2023
	Bonded Thru Aaron Notary



THIS INSTRUMENT PREPARED BY AND PLEASE RETURN TO: EDWARD B. COHEN 54 S.W. Boca Raton Boulevard Boca Raton, Florida 33432 Tel. #(561) 361-9600

Property Tax Identification No.: 24-43-46-33-00-004-0150

CFN 20150312888

OR BK 27754 PG 1927

RECORDED 08/21/2015 13:24:57

Palm Beach County, Florida

AMT 10.00

Doc Stamp 0.70

Sharon R. Bock, CLERK & COMPTROLLER

Pgs 1927 - 1928; (2pgs)

QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, executed the day of day of day, 2015, by 3711 OCEAN SOUTH-3, LLC, a Florida Limited Liability Company, whose address is 15 Mullen Road, Enfield, CT 06082, ("Grantor"), to 3519 So Ocean Blvd, LLC, a Florida Limited Liability Company, whose address is 15 Mullen Road, Enfield, CT 06082 ("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, wherever the context so admits or requires).

WITNESSETH, That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to wit:

The South 60 feet of the North 180 feet of the South 770 feet of Government Lot 4, Section 33, Township 46 South, Range 43 East, lying between the East Right-of-Way line of State Road A-1-A and the Atlantic Ocean, Palm Beach County, Florida.

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

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature LISA M. Supe

Printed Name

Sing B Kell Witness Signature

Timothy B Kearcher

Printed Name

BY: Managing Managing M

3711 OCEAN SQU

Frank Antonacci, Managing Member 15 Mullen Road, Enfield, CT 06082

STATE OF CONNECTICUT

COUNTY OF Hartford

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared FRANK ANTONACCI, Managing Member of 3711 Ocean South-3, LLC a Florida Limited Liability Company, known to me to be the persons described in and who executed the forgoing instrument, who acknowledged before me that he executed the same, who is personally known to me (or who have produced b. L. and known to me as identification).

(SEAÚ)

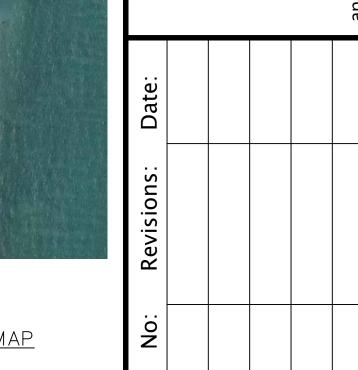
Witness my hand and official seal in the County and State last aforesaid this 12 th day of 100 mg., 2015.

Notary Public, State of Connecticut

My Commission Exp. Aug. 31, 2017







LEGEND

<u>H</u>

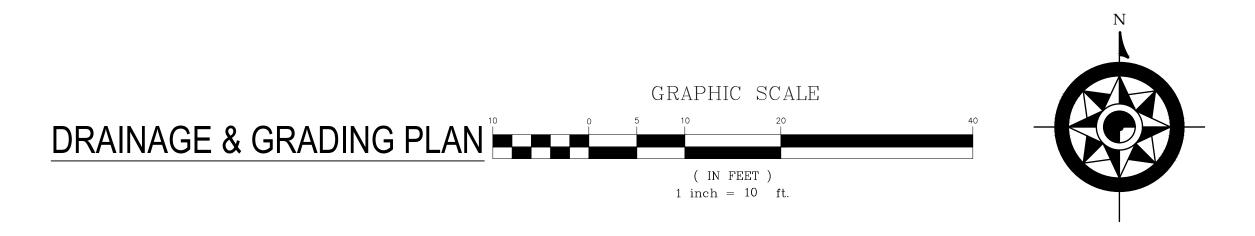
VEGETHION LIN

18" PIN

EXISTING ELEVATION PER RENNER BURGESS LAND SURVEYING

PROPOSED ELEVATION (NAVD) FLOW DIRECTION.

---- 23.50 ---- CONTOUR (PROPOSED)



PROPOSED

GARAGE

F.F.=10.00 NAVD

N 89 28' 19"E 297.34

N 89 28' 19"E 290 +/-

PROPOSED

RESIDENCE

F.F.=20.83 NAVD

S O

24" NYLORLAST DRAIN BASIN WITH BAFFLE SOLID LID @ 13.25

CONSTRUCTION CONTROL LINE

8" HDRÉ FOR J DOWNSPOUTS

EXFILTRATION TRENCH
10'L X' 4'D X' 4'W
W/12" PERF: PIPE
TOP=9:00
INV.=7.00

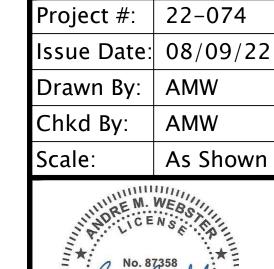
A-1-A

ROAD

2

35

MATCH EXISTING -GRADE



CIVIL PLANS FOR:
PROPOSED RESIDENCE
3521 S. OCEAN BLVD
HIGHLAND BEACH, FLORIDA

Andre Webster, P.E. Florida PE#87358

DRAINAGE & GRADING PLAN

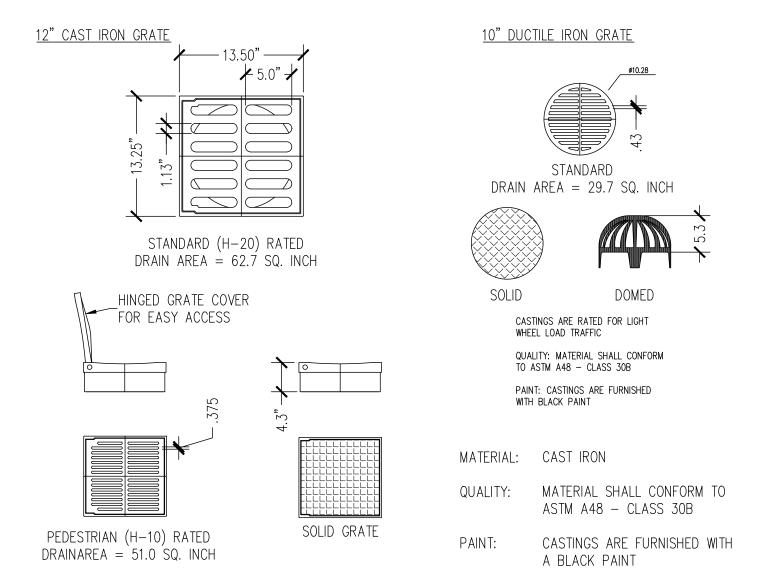
SHEET NUMBER:

C Ap

NOTES:

1. SITE DRAINAGE PLAN TO MEET CITY OF HIGHLAND BEACH STORMWATER REQUIREMENTS. DURING DETAILED CONSTRUCTION PLAN PREPARATION, ADDITIONAL DRAINAGE IMPROVEMENTS MAY BE INCORPORATED INTO THE SITE DRAINAGE PLAN FROM THAT SHOWN. IF NECESSARY, STEM WALLS OR OTHER ITEMS MAY BE REQUIRED ALONG THE PROPERTY LINES TO PREVENT RUNOFF ONTO ADJACENT PROPERTIES. 2. ALL PORTIONS OF EXFILTRATION TRENCHES ADJACENT TO PLANT MATERIAL HAVING AN INVASIVE ROOT SYSTEM SHALL BE PROTECTED WITH A ROOT BARRIER.

N.T.S.

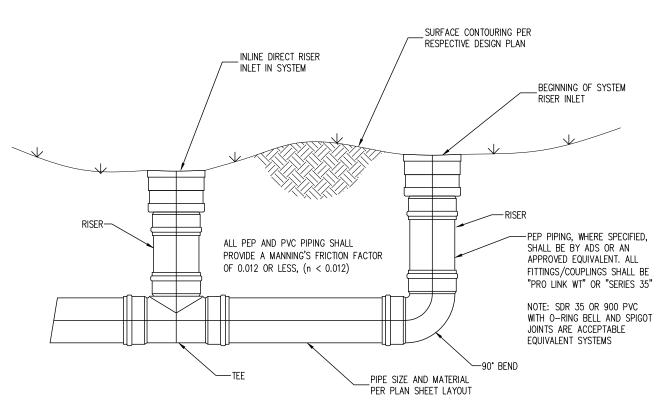


NOTE:

TYPE OF GRATES & INLETS TO BE COORDINATED WITH ENGINEER & LANDSCAPE ARCHITECT

PIPE MATERIAL MAY BE PVC, ADS, NDS, OR APPROVED EQUAL

AREA DRAIN DETAIL



DIRECT RISER INLET: TYPICAL INSTALLATION

N.T.S.

PROPOSED BEACH HOUSE 1160 N OCEAN DRIVE PALM BEACH, FLORIDA

STORMWATER MANAGEMENT CALCULATIONS

SITE PLAN DATA

Total Lot Area = 7,964 sq. ft. \pm

(footprint, drive, walkways, pool, decking) = 1,364 sq.ft. ±

Pervious Area = 6,600 sq.ft. \pm ESTIMATED RUNOFF VOLUME

Impervious Runoff Volume:

 $2'' \times 1,364 \text{ sq.ft.} \times 1 \text{ ft./12 in.} = 227 \text{ cu.ft.}$

Pervious Runoff Volume: 0.4" x 6,600 sq.ft. x 1 ft./12 in. = 220 cu.ft.

Total Volume to be Retained = 447 cu.ft.

EXFILTRATION TRENCH CALCULATIONS (SFWMD ANALYSIS)

EXFILTRATION TRENCH

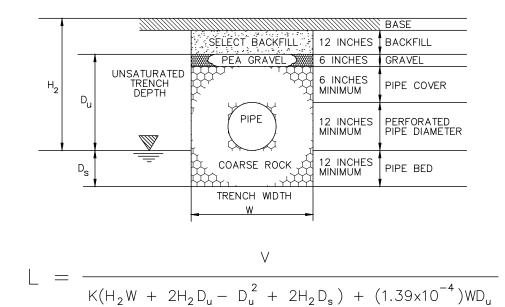
 $\overline{L = \text{Total Length of Trench Provided}} = 10 \text{ ft}$ W = Trench Width = 4 ft K = Hydraulic Conductivity = 0.0005 cfs/sq.ft. per ft. of head

H2 = Depth to Water TableDU = Non-Saturated Trench Depth = 4.00 ft DS = Saturated Trench Depth

V = Volume Treated= 662 cu.ft.

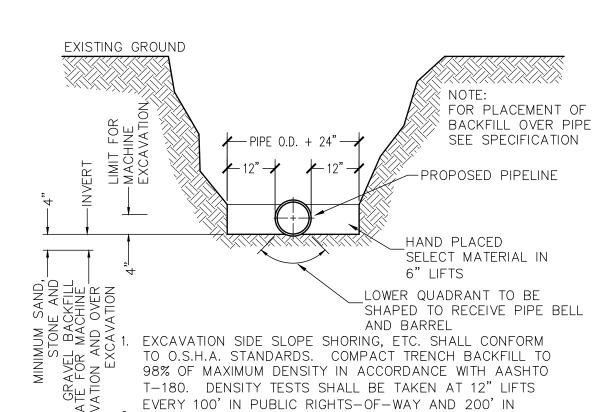
= 0.00 ft

TYPICAL EXFILTRATION TRENCH



- L = LENGTH OF TRENCH REQUIRED (FEET)
- V = VOLUME TREATED (ACRE-INCHES)
- W = TRENCH WIDTH (FEET)
- K = HYDRAULIC CONDUCTIVITY (CFS/FT.² FT.HEAD)
- $H_2 = DEPTH TO WATER TABLE (FEET)$
- $D_{\mu} = NON-SATURATED$ TRENCH DEPTH (FEET)
- D = SATURATED TRENCH DEPTH (FEET)





BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK 3/8"-7/8" SIZING. UNSUITABLE IN-SITU MATERIALS SUCH'AS MUCK, DEBRIS, HARDPAN AND LARGER ROCKS SHALL BE REMOVED.

THE PIPE SHALL BE PLACED IN A DRY TRENCH.

5. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK, HARDPAN AND DEBRIS.

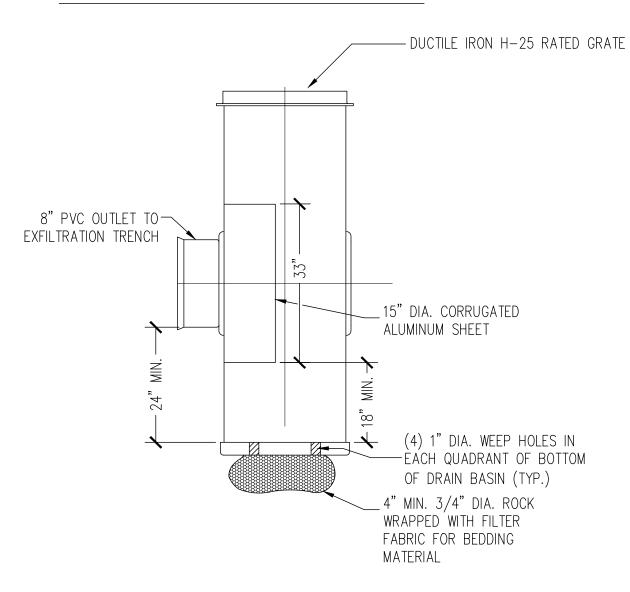
6. SEE SEPARATE DETAIL FOR "PIPE INSTALLATION UNDER EXISTING PAVEMENT—OPEN CUT.

THE AFFECTED AREA SHALL BE RESTORED TO EQUAL OR BETTER CONDITION OR AS SPECIFIED IN PERMIT/CONTRACT

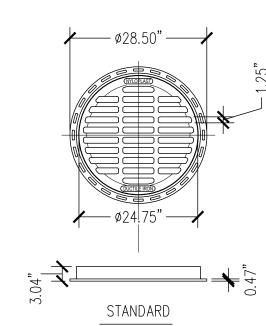
TRENCH AND BACKFILL DETAIL

EASEMENTS.

24" NYLOPLAST DRAIN BASIN



24" DUCTILE IRON GRATE



APPROX. DRAIN AREA = 194.60 SQ.IN. APPROX. WEIGHT WITH FRAME = 124.00 LBS.

STANDARD GRATE HAS H-25 HEAVY DUTY RATING SOLID COVER HAS H-25 HEAVY DUTY RATING PEDESTRIAN GRATE HAS H-10 MEDIUM DUTY RATING

QUALITY: MATERIALS SHALL CONFORM TO ASTM

A536 GRADE 70-50-05

MATERIAL: DUCTILE IRON

CASTINGS ARE FURNISHED WITH A BLACK PAINT LOCKING DEVICE AVAILABLE UPON REQUEST

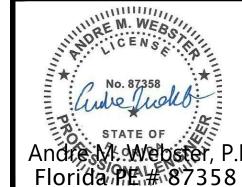
PRICE INCLUDES FRAME & GRATE/COVER

NOTE:

INLET TO HAVE MIN. 24" SUMP AND MIN. 18" CLEARANCE BETWEEN BOTTOM OF BAFFLE AND BOTTOM OF INLET

CIVIL PLANS FOR:
PROPOSED RESIDENC
3521 S. OCEAN BLVD
HIGHLAND BEACH, FLORID

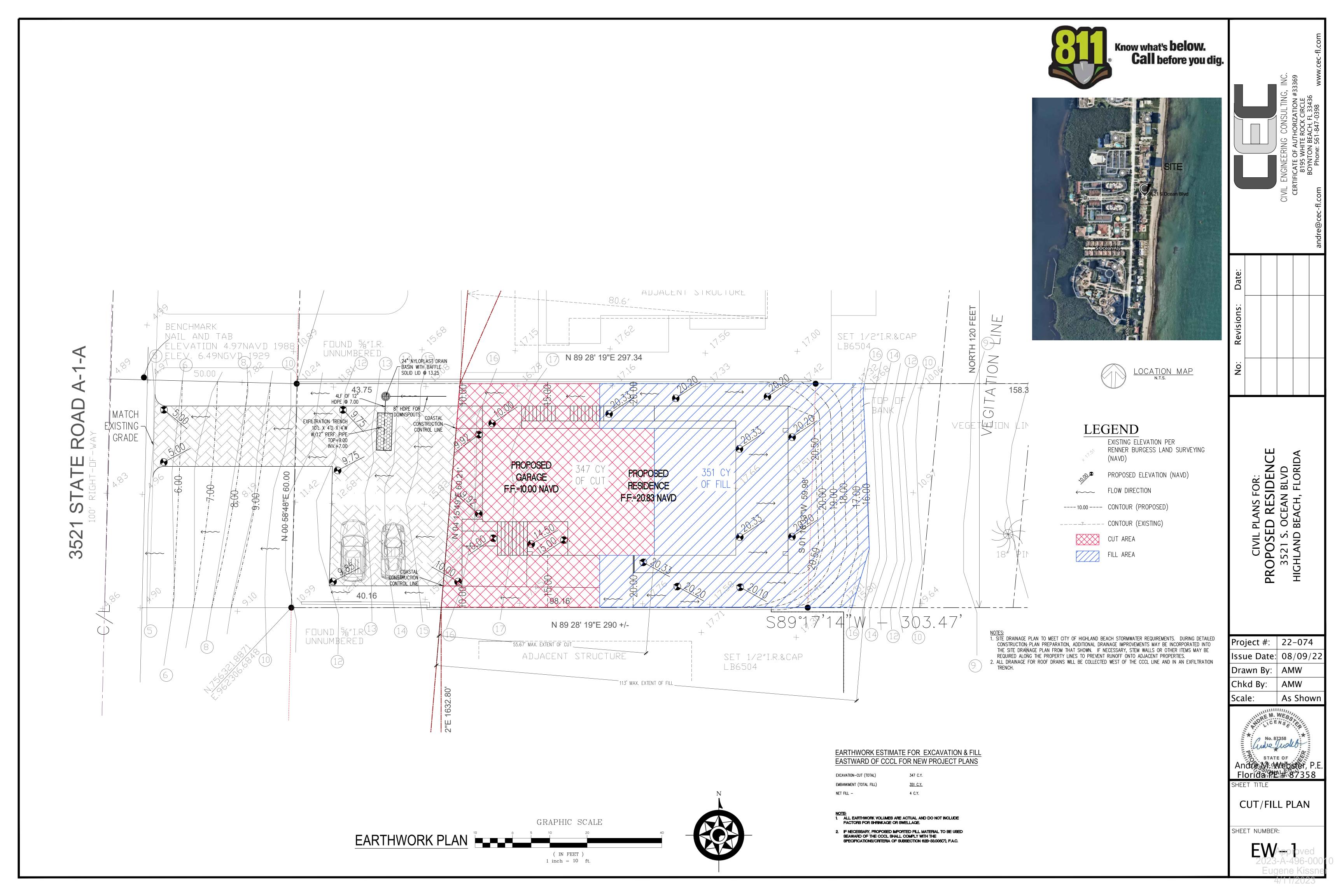
Project #: | 22–074 Issue Date: 08/09/22 Drawn By: AMW Chkd By: AMW As Shown Scale:

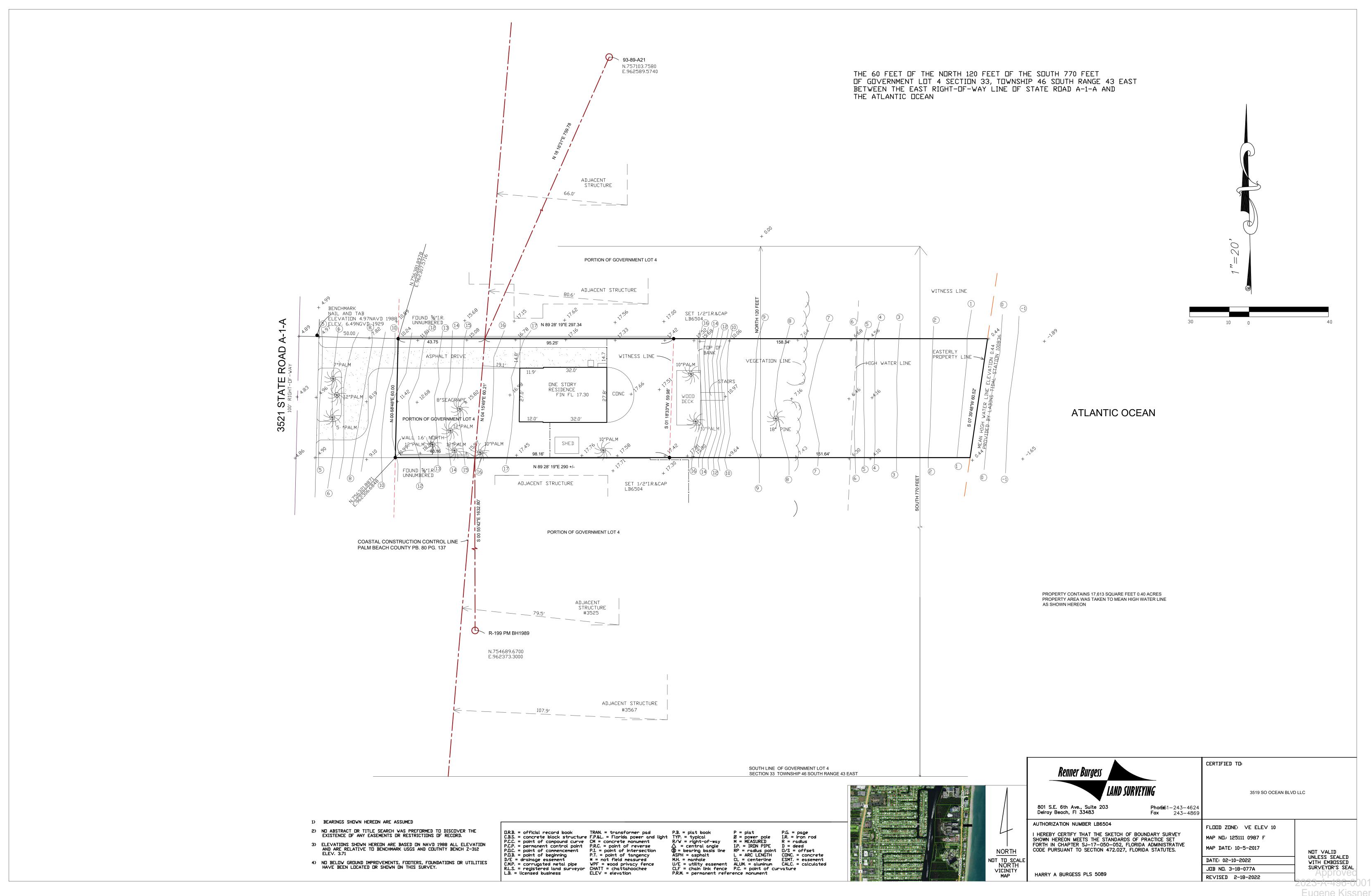


DRAINAGE & GRADING **DETAILS**

SHEET NUMBER:







EROSION CONTROL NOTES

I. THE INTENT OF EROSION CONTROL MEASURES INDICATE GRAPHICALLY ON PLANS IS TO PROVIDE A BARRIER TO CONTAIN SILT AND SEDIMENT ON THE PROJECT SITE. THIS REPRESENTATION IS PROVIDED FOR THE CONTRACTOR

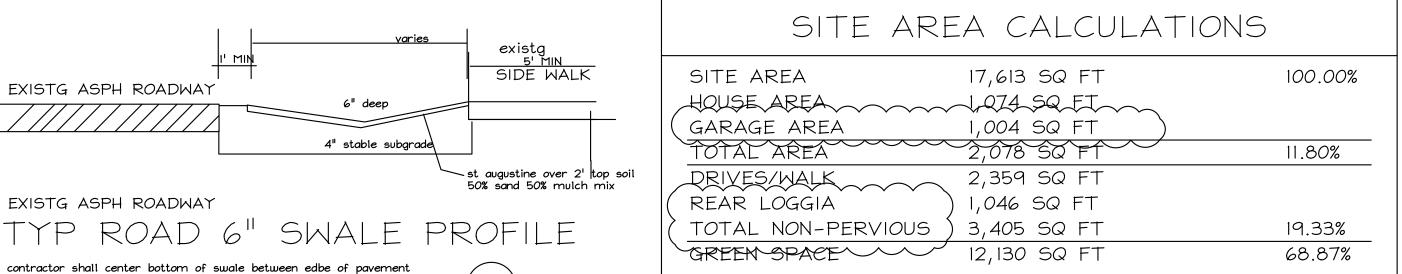
2. APPROVED EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY CLEARING, GRADING, EXCAVATION OR FILLING EXCEPT THOSE OPERATIONS NEEDED TO INSTALL SUCH MEASURES

3. INSPECTIONS OF EROSION CONTROL MEASURES SHALL BE CONDUCTED WEEKLY OR AFTEREACH RAINFALL EVENT. REPAIRS OR REPLACEMENT SHALL BE MADE

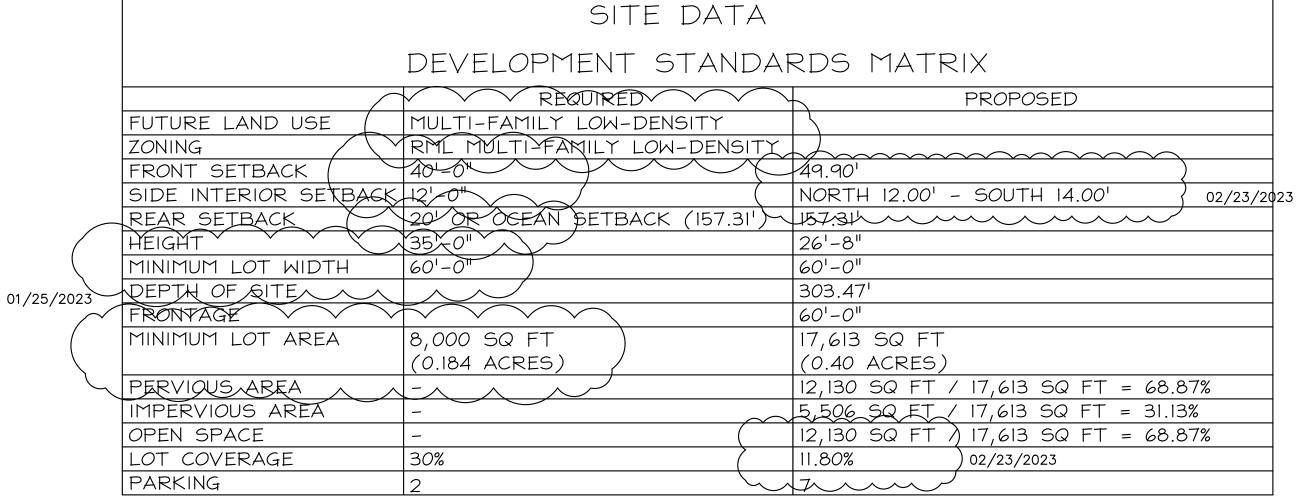
and r/w line if no side walk exists

swale shall be continuous from property line to property line

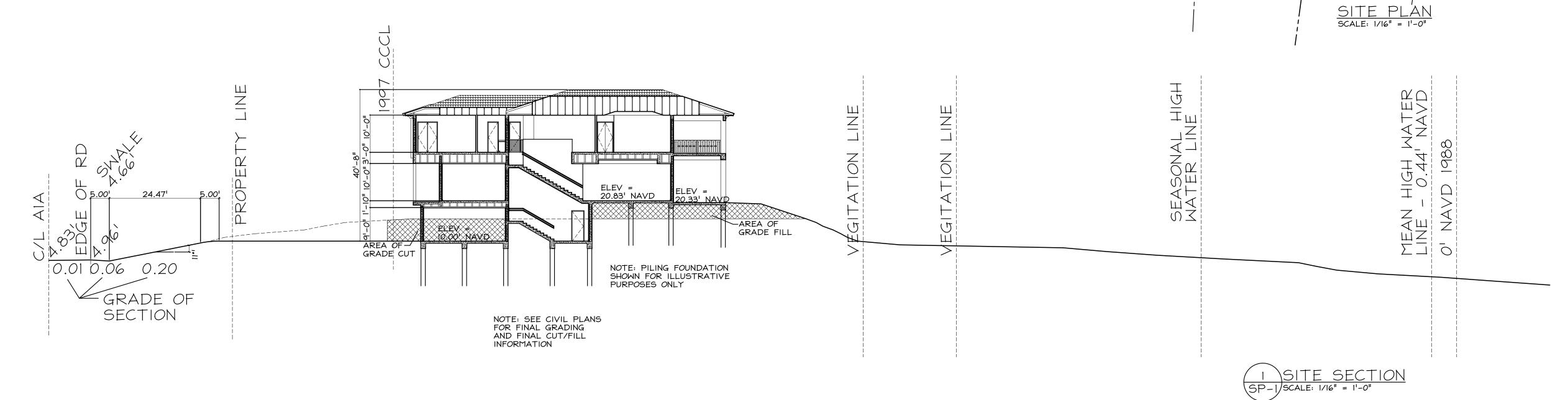
- 4. KEEP DUST WITHIN TOLERABLE LIMITS BY SPRINKLING
- 5. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQ. IF DEEMED BY ON SITE INSPECTION
- 6. DRAINAGE INLETS SHALL BE PROTECTED BY FILTER AND GRADED ROCK
- 7. ANY ACCESS ROUTES TO THE SITE SHALL BE BASED W/ CRUSHED ROCK 8. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT GROUND CONTROL IS ESTABLISHED. EXISTG VEGETATION IS TO BE MAINTAINED AS FEASIBLE

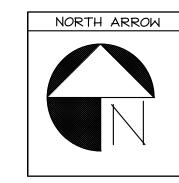


01/25/2023



 $\frac{1}{1}$ \triangleleft \square NOTE: EXISTING RESIDENCE AND IMPROVEMENTS N89°28'19"E -ROAI EAN — - - — ₇ - — - - — - - — - - — - - — - - — - - -02/23/2023 01/25/2023 2.67 2.0 ROOF OVERHANG <49.90' [∨] BUILDING)09/07/2022 **OVERALL** 100)1/25/2033 EW-SINGLE WATER LINE S 4 CAR MOTOR COURT EGIT, (| (SP-1) COVERED ON LOGGIA N00°58' , 50° CANTILEVER DOOR 01/25/2023 S 01/25/2023 19H 07 01/25/2023 01/25/2023 N89°28'19"E - 290.00'





THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY MARK HUNLEY OR PAUL CHARETTE ON THE DATE ADJACENT TO THE SEAL USING A SHA AUTHENTICATION CODE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PAUL CHARETTE A.I., LICENSE AR 0016279 Digitally signe by Mark Hunley 2023.02.23 13:24:58 -05'00

MARK HUNLEY A.I.A. LICENSE AR 0099784 VATIONS

RENO HISTORIC

RE

25 aul \mathbf{CH}

NEW RESIDENCE \Box HIGHLAND 3521

850-040-18 SYSTEMS PLANNING 06/06 Page 1 of 3

DRIVEWAY/CONNECTION PERMIT FOR ALL CATEGORIES

PART 1:	: PERMIT INFORMATION
Application Number: 2023-A-496-00010	
Permit Category: A	Access Classification: Single Family
Project: Proposed Residence, 3521 S Ocean Blvd,	Highland Bch
Permittee: 3519 So Ocean Blvd LLC	
Section/Mile Post:	State Road: A1A
Section/Mile Post:	State Road: A1A
PART 2: F	PERMITTEE INFORMATION
Permittee Name: <u>Mark Hunley</u>	
Permittee Mailing Address: 2528 N 38 th Ave	
City, State, Zip: Hollywood, FL 33021	
Telephone: <u>954-809-9802</u>	
Engineer/Consultant/or Project Manager: Mark Hun	nley
Engineer responsible for construction inspection: $\underline{\underline{M}}_{N_1}$	lark Hunley Architect - AR99784 AME P.E. #
	7 VIII
City, State, Zip: Hollywood, FL 33021	
Telephone: <u>954-809-9802</u>	Mobile Phone: <u>954-809-9802</u>
	A. DEDMIT ADDROVAL
	3: PERMIT APPROVAL
The above application has been reviewed and is her	
Permit Number:	nsportation
Signature:	Title:
Department Representative's Name:	
Temporary Permit: YES NO (If temporary	y, this permit is only valid for 6 months)
Special provisions attached: YES NO	
Date of Issuance:	
If this is a normal (non-temporary) permit it authorize be extended by the Department as specific in 14-96.	es construction for one year from the date of issuance. This can only 5.007(6).

850-040-18 SYSTEMS PLANNING 06/06 Page 2 of 3

DRIVEWAY/CONNECTION PERMIT FOR ALL CATEGORIES

PART 4:	GENERAL	PROVISIONS

1.	Notify the Department of Transportation Maintenance Office at least 48 hours in advance of starting proposed work.
	Phone:, Attention:
2.	A copy of the approved permit must be displayed in a prominent location in the immediate vicinity of the connection of construction.
3.	Comply with Rule 14-96.008(1), F.A.C., Disruption of Traffic.
4.	Comply with Rule 14-96.008(7), F.A.C., on Utility Notification Requirements.
5.	All work performed in the Department's right of way shall be done in accordance with the most current Department standards, specifications and the permit provisions.
6.	The permittee shall not commence use of the connection prior to a final inspection and acceptance by the Department.

- 7. Comply with Rule 14-96.003(3)(a), F.A.C., Cost of Construction.
- 8. If a Significant Change of the permittee's land use, as defined in Section 335.182, Florida Statutes, occurs, the Permittee must contact the Department.
- 9. Medians may be added and median openings may be changed by the Department as part of a Construction Project or Safety Project. The provision for a median might change the operation of the connection to be for right turns only.
- 10. All conditions in NOTICE OF INTENT WILL APPLY unless specifically changed by the Department.
- 11. All approved connection(s) and turning movements are subject to the Department's continuing authority to modify such connection(s) or turning movements in order to protect safety and traffic operations on the state highway or State Highway System.
- 12. **Transportation Control Features and Devices in the State Right of Way.** Transportation control features and devices in the Department's right of way, including, but not limited to, traffic signals, medians, median openings, or any other transportation control features or devices in the state right of way, are operational and safety characteristics of the State Highway and are not means of access. The Department may install, remove or modify any present or future transportation control feature or device in the state right of way to make changes to promote safety in the right of way or efficient traffic operations on the highway.
- 13. The Permittee for him/herself, his/her heirs, his/her assigns and successors in interest, binds and is bound and obligated to save and hold the State of Florida, and the Department, its agents and employees harmless from any and all damages, claims, expense, or injuries arising out of any act, neglect, or omission by the applicant, his/her heirs, assigns and successors in interest that may occur by reason of this facility design, construction, maintenance, or continuing existence of the connection facility, except that the applicant shall not be liable under this provision for damages arising from the sole negligence of the Department.
- 14. The Permittee shall be responsible for determining and notify all other users of the right of way.
- 15. Starting work on the State Right of Way means that I am accepting all conditions on the Permit.

850-040-18 SYSTEMS PLANNING 06/06 Page 3 of 3

DRIVEWAY/CONNECTION PERMIT FOR ALL CATEGORIES

PART 5: SPECIAL PROVISIONS
NON-CONFORMING CONNECTIONS: ☐ YES ☒ NO
If this is a non-conforming connection permit, as defined in Rule Chapters 14-96 and 14-97, then the following shall be a part of this permit.
 The non-conforming connection(s) described in this permit is (are) not permitted for traffic volumes exceeding the Permit Category on page 1 of this permit, or as specified in "Other Special Provisions" below. All non-conforming connections will be subject to closure or relocation when reasonable access becomes available in the future.
OTHER SPECIAL PROVISIONS:

PART 6: APPEAL PROCEDURES

You may petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. If you dispute the facts stated in the foregoing Notice of Intended Department Action (hereinafter Notice), you may petition for a formal administrative hearing pursuant to section 120.57(1), Florida Statutes. If you agree with the facts stated in the Notice, you may petition for an informal administrative hearing pursuant to section 120.57(2), Florida Statutes. You must file the petition with:

Clerk of Agency Proceedings Department of Transportation Haydon Burns Building 605 Suwannee Street, M.S. 58 Tallahassee, Florida 32399-0458

The petition for an administrative hearing must conform to the requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code, and be filed with the Clerk of Agency Proceedings by 5:00 p.m. no later than 21 days after you received the Notice. The petition must include a copy of the Notice, be legible, on 8 1/2 by 11 inch white paper, and contain:

- 1. Your name, address, telephone number, any Department of Transportation identifying number on the Notice, if known, the name and identification number of each agency affected, if known, and the name, address, and telephone number of your representative, if any, which shall be the address for service purposes during the course of the proceeding.
- 2. An explanation of how your substantial interests will be affected by the action described in the Notice;
- 3. A statement of when and how you received the Notice;
- 4. A statement of all disputed issues of material fact. If there are none, you must so indicate;
- 5. A concise statement of the ultimate facts alleged, including the specific facts you contend warrant reversal or modification of the agency's proposed action, as well as an explanation of how the alleged facts relate to the specific rules and statutes you contend require reversal or modification of the agency's proposed action;
- 6. A statement of the relief sought, stating precisely the desired action you wish the agency to take in respect to the agency's proposed action.

If there are disputed issues of material fact a formal hearing will be held, where you may present evidence and argument on all issues involved and conduct cross-examination. If there are no disputed issues of material fact an informal hearing will be held, where you may present evidence or a written statement for consideration by the Department.

Mediation, pursuant to section 120.573, Florida Statutes, may be available if agreed to by all parties, and on such terms as may be agreed upon by all parties. The right to an administrative hearing is not affected when mediation does not result in a settlement.

Your petition for an administrative hearing shall be dismissed if it is not in substantial compliance with the above requirements of Rule 28-106.201(2) or Rule 28-106.301(2), Florida Administrative Code. If you fail to timely file your petition in accordance with the above requirements, you will have waived your right to have the intended action reviewed pursuant to chapter 120, Florida Statutes, and the action set forth in the Notice shall be conclusive and final.

Google Maps 3521 S Ocean Blvd



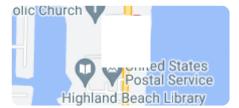


Image capture: Mar 2021 © 2023 Google

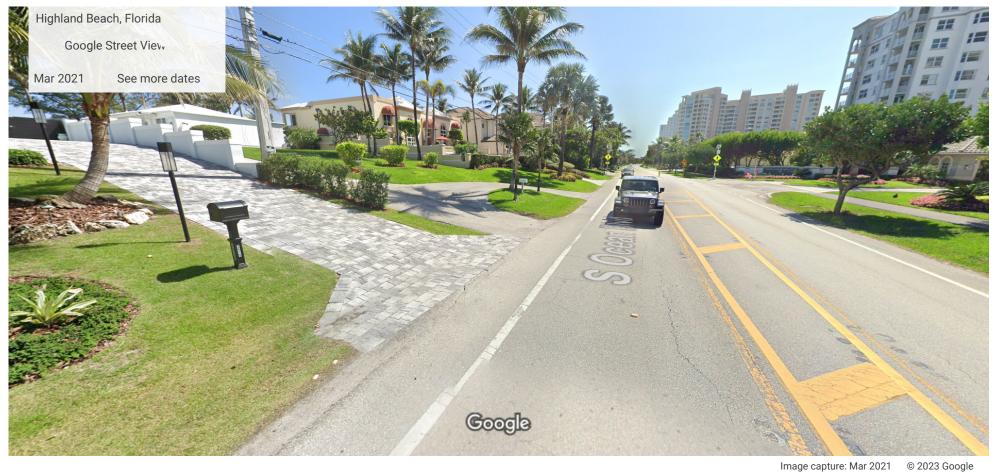
Google Maps 3521 S Ocean Blvd





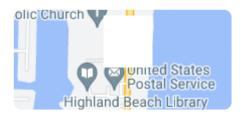
Image capture: Mar 2021 © 2023 Google

Google Maps 3519 S Ocean Blvd





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54 SW Boca Raton Boulevard, Boca Raton, FL 33432 • Office: 561-361-9600 • Fax: 561-361-9770

EDWARD B. COHEN, ESQ. ecohen@cohenkotler.com

MICHAEL I. KOTLER, ESQ. mkotler@cohenkotler.com

DAVID C. KOTLER, ESQ. dkotler@cohenkotler.com

www.CohenKotler.com

August 25, 2015

Frank Antonacci 15 Mullen Road Enfield, CT 06082

Re:

3711 Ocean South-3, LLC Purchase from Estate of Sheila Germain

Dear Frank:

Enclosed is Old Republic National Title Insurance Company Owner's Title Insurance Policy which has been issued in connection with the above-referenced transaction. I also enclose the original Personal Representative's Deed, and two (2) Quit Claim Deeds which were required in order to convey title.

Please keep these instruments in a secure location as they evidence and insure the LLC's interest in the subject property.

Kindly acknowledge receipt of the above-identified documents by signing a copy of the enclosed letter and returning it to me in the envelope provided.

Very truly yours,

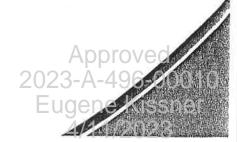
EBC/gla Enclosures

Edward B. Cohen

RECEIVED AND ACKNOWLEDGED THIS

BY:

U:\Dropbox\GEORGEAN\ANTONACC\General Rep\L-Frank 4 8-24-15.wpd



uon - Owner's Folicy Adopted of 17/2006) (vvita Fiorida Modifications)

OWNER'S POLICY OF TITLE INSURANCE OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- Title being vested other than as stated in Schedule A.
- Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Unmarketable Title.
- No right of access to and from the Land.
- The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land:
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

(Covered Risks continued)

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company

400 Second Avenue South, Minneapolis, Minnesota 55401

(612) 371-1111

SERIAL OF6-8294003

FORM OF6 (rev. 12/10) (With Florida Modifications) File Number: 12550-53339

Page 1 of 5 DoubleTime® 6.0.5 @ [

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule A

Policy No.: OF6-8294003

Date of Policy: July 2, 2015 @ 09:52 AM Agent's File Reference: 12550-53339

Amount of Insurance:

\$5,500,000.00

Premium: \$16,200.00

Address Reference: 3521 & 3519 So Ocean Blvd., Highland Beach, FL 33487

1. Name of Insured: 3711 OCEAN SOUTH-3, LLC

- The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded in Official Records Book 27644, Page 511, of the Public Records of Palm Beach County, Florida and in Official Records Book 27644, Page 513, of the Public Records of Palm Beach County, Florida and in Official Records Book 27644, Page 515, of the Public Records of Palm Beach County, Florida.
- Title is vested in: 3711 OCEAN SOUTH-3, LLC
- The Land referred to in this policy is described as follows:

Parcel 1:

The South 60 feet of the North 180 feet of the South 770 feet of Government Lot 4, Section 33, Township 46 South, Range 43 East, lying between the East Right-of-Way line of State Road A-1-A and the Atlantic Ocean, Palm Beach County, Florida.

Parcel 2:

The South Sixty feet (S. 60 feet) of the North One Hundred Twenty feet (N. 120 feet) of the South Seven Hundred Seventy feet (S. 770 feet) of Government Lot 4, Section 33, Township 46 South, Range 43 East, lying East of State Road A-1-A.

Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

Issuing Agent: **CIKLIN LUBITZ** & O'CONNELL 515 North Flagler Drive 20th Floor West Palm Beach, FL 33401 Agent No.: 16501

CIKLIN LUBITZ

Robert L. Crane, President

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule B

Policy No.: OF6-8294003

Agent's File Reference: 12550-53339

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

- 1. Taxes for the year of the Date of Policy and taxes or special assessments which are not shown as existing liens by the Public Records.
- 2. Rights or claims of parties in possession not recorded in the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
- 4. Easements, or claims of easements, not recorded in the Public Records.
- 5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public-Records.
- 6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
- 7. Declaration of Covenants and Restrictions as to use recorded in O.R. Book 6522, Page 1772, Public Records of Palm Beach County, Florida. (Parcel 2)
- 8. Riparian and littoral rights are not insured. (Parcels 1 and 2)
- 9. The rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary lines separating the publicly used area from the upland private area. (Parcels 1 and 2)
- 10. This policy does not insure any portion of the insured parcel lying waterward of the mean-high water line of the Atlantic Ocean. (Parcels 1 and 2)
- 11. GENERAL EXCEPTIONS 2, 3, 4, 5 AND 6, ABOVE, ARE HEREBY DELETED.
- 12. This Policy does not insure against loss or damage by reason of the following exceptions: Any rights, easements, interest or claims which may exist by reason of, or reflected by, the following facts shown on the Survey prepared by Accurate Land Surveyors, Inc., dated July 20, 2015, bearing Job Number SU-15-2664: (1) Paver driveway over the Westerly boundary of Parcel 1. (2) Concrete driveway over the Westerly boundary of Parcel 2. (3) Concrete wall over the Southerly boundary of Parcel 2.

Approved
2023-A-496-00010
EugoubleTime@6.05sner

(Covered Risks continued)

- An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
- The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
- Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
- Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
- 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees,

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting,
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii)the subdivision of land; or
 - (iv)environmental protection;
 - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured, Approved

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2023-A-4962-00010 Eugene Kissner 4/11/2023

- (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
- (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
 - (e) "Insured Claimant": An Insured claiming loss or damage.
 - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
 - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
 - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
 - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (j) "Title": The estate or interest described in Schedule A.
 - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks,

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2023-A-496-90010 Eugene Kissner 4/11/2023

- If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16, SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
 - Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

FORM OF6 (rev. 12/10) (With Florida Modifications)

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Old Republic National
Title Insurance Company

OWNER'S
TITLE INSURANCE
POLICY

For information about coverage or assistance in resolving complaints, call (612) 371-1111.

Offices at
400 Second Avenue South
Minneapolis, Minnesota 55401

CFN 20150246050 OR BK 27644 PG 0511 RECORDED 07/02/2015 09:52:26 Palm Beach County, Florida ANT 5,500,000.00 Doc Stamp 38,500.00 Sharon R. Bock, CLERK & COMPTROLLER Pgs 0511 - 512; (2pgs)

Prepared by and return to:

Will Call No.: 69/aza

Robert L. Crane, Esq. Ciklin Lubitz & O'Connell 515 North Flagler Drive 20th Floor West Palm Beach, FL 33401 File Number: 12550-53339

The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument was \$5,500,000.00.

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Personal Representative's Deed

This Personal Representative's Deed made as of the 1st day of July, 2015 between Anthony Lynch, as Personal Representative of the Estate of Sheila A. Germain, deceased, whose post office address is c/o Ciklin Lubitz & O'Connell, 515 N. Flagler Drive, 20th Floor, West Palm Beach, FL 33401, Grantor, and 3711 OCEAN SOUTH-3, LLC, a Florida limited liability company, whose post office address is 15 Mullen Road, Enfield, Ct. 06082, Grantee:

(Whenever used herein the terms Grantor and Ggrantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantees heirs and assigns forever, the following described land, situate, lying and being in Palm Beach County, Florida, to-wit:

Parcel 1:

The South 60 feet of the North 180 feet of the South 770 feet of Government Lot 4, Section 33, Township 46 South, Range 43 East, lying between the East Right-of-Way line of State Road A-1-A and the Atlantic Ocean, Palm Beach County, Florida.

Parcel Identification Number: 24-43-46-33-00-004-0150

Parcel 2:

The South Sixty feet (S. 60 feet) of the North One Hundred Twenty feet (N. 120 feet) of the South Seven Hundred Seventy feet (S. 770 feet) of Government Lot 4, Section 33, Township 46 South, Range 43 East, lying East of State Road A-1-A.

Parcel Identification Number: 24-43-46-33-00-004-0130

SUBJECT TO: Comprehensive land use plans, zoning, and other land use restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the Plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry, unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear and front lines and 7-1/2 feet in width as to side lines); none of the foregoing of which are reimposed hereby; and taxes for the year of closing and subsequent years.

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

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

And the Grantor hereby covenants with said Grantee that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor warrants the title to said land for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through, or under Grantor.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence: Anthony Lynch, as Personal Representative of the Estate of Sheila A. Germain, deceased Notary Public duly authorised admitted and sworn State of x Deriver to County of x Kent, England United Kingdom The foregoing instrument was acknowledged before me this 29 day of June, 2015 by Anthony Lynch, as Personal Representative of the Estate of SHEILA GERMAIN, deceased, who [] is personally known to me or [] has produced ANDREW CLARKSON WRIGHT Notary Public Notary Public duly authorised admitted and sworn Printed Name: 👗 My Commission Expires: X Valiant House 12 Knoll Rise

Orpington Kent BR6 0PG **ENGLAND**

CFN 20150246051
OR BK 27644 PG 0513
RECORDED 07/02/2015 09:52:26
Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0513 - 514; (2pgs)

Prepared by and return to:

Will Call No.: 69/aza

Robert L. Crane, Esq. Ciklin Lubitz & O'Connell 515 North Flagler Drive 20th Floor West Palm Beach, FL 33401 File Number: 12550-53339

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Quit Claim Deed

This Quit Claim Deed made as of the 1st day of July, 2015 between Sheila Maloney, being the beneficiary under the Will of Sheila A. Germain, deceased, whose post office address is c/o Ciklin Lubitz & O'Connell, 515 N. Flagler Drive, 20th Floor, West Palm Beach, FL 33401, Grantor, and 3711 OCEAN SOUTH-3, LLC, a Florida limited liability company, whose post office address is 15 Mullen Road, Enfield, Ct. 06082, Grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

The South Sixty feet (S. 60 feet) of the North One Hundred Twenty feet (N. 120 feet) of the South Seven Hundred Seventy feet (S. 770 feet) of Government Lot 4, Section 33, Township 46 South, Range 43 East, lying East of State Road A-1-A.

Parcel Identification Number: 24-43-46-33-00-004-0130

SUBJECT TO: Comprehensive land use plans, zoning, and other land use restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the Plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry, unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear and front lines and 7-1/2 feet in width as to side lines); none of the foregoing of which are reimposed hereby; and taxes for the year of closing and subsequent years.

Grantor warrants that at the time of this conveyance, the subject property is not her homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of her homestead property.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

I (SEE) BU (SE SH SH) H SEE IN 10 IN H SEE IN SH H WEN ET WE SE IN 10 I (SEE

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Palm Beach County, Florida
AMT 10.00
Doc Stamp 0.70
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0515 - 516; (2pgs)

Prepared by and return to:

Will Call No.: 69/aza

Robert L. Crane, Esq. Ciklin Lubitz & O'Connell 515 North Flagler Drive 20th Floor West Palm Beach, FL 33401 File Number: 12550-53339

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made as of the 1st day of July, 2015 between William Magill, Sr., Thomas Magill, Sr. and Kenneth Magill, being the beneficiaries under the Will of Sheila A. Germain, deceased, whose post office address is c/o Ciklin Lubitz & O'Connell, 515 N. Flagler Drive, 20th Floor, West Palm Beach, FL 33401, collectively the Grantor, and 3711 OCEAN SOUTH-3, LLC, a Florida limited liability company, whose post office address is 15 Mullen Road, Enfield, Ct. 06082, Grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, and Grantee's heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying and being in Palm Beach County, Florida to-wit:

The South 60 feet of the North 180 feet of the South 770 feet of Government Lot 4, Section 33, Township 46 South, Range 43 East, lying between the East Right-of-Way line of State Road A-1-A and the Atlantic Ocean, Palm Beach County, Florida.

Parcel Identification Number: 24-43-46-33-00-004-0150

SUBJECT TO: Comprehensive land use plans, zoning, and other land use restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the Plat or otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry, unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear and front lines and 7-1/2 feet in width as to side lines); none of the foregoing of which are reimposed hereby; and taxes for the year of closing and subsequent years.

William Magill, Sr., Thomas Magill, Sr., and Kenneth Magill warrant that at the time of this conveyance, the subject property is not their homestead within the aning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of their homestead property.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

attorney-in-fact for William Magill, Sr., Thomas Magill, Sr., and Kenneth Magill William Magill, Sr., by Anthony Lynch, his attorney in fact Witness Name: 🤸 ANDREW CLARKSON WAIG Notary Public duly authorised admitted and sworn Thomas Magill, Sr., by Anthony Lynch, his attorney in fact Kenneth Magill, by Anthony Lynch, his attorney in fact United Kingdom State of * County of X The foregoing instrument was acknowledged before me this A29 day of June, 2015 by Anthony Lynch, as attorney-in-fact for William Magill, Sr., Thomas Magill, Sr. and Kenneth Magill, who [] is personally known to me or [] has produced as identification. Notary Public ANDREW CLARKSON WRIGHT Notary Public duly authorised admitted and sworn Printed Name: My Commission Expires: X

Valiant House 12 Knoll Rise Orpington Kent BR6 OPG ENGLAND

Witnesses as to Anthony Lynch, as

SPECIAL PROVISIONS/CONDITIONS ROADWAY ACCESS PERMITS ATTACHMENT "A"

Permittee will provide the necessary densities in accordance with the Department's current edition of the Standard Specifications for Road & Bridge Construction prior to final acceptance by the Department.

It is the Permittee's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right of Way from the Department prior to usage.

All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Standard Plans (102-600 series). The Operations Engineer or his designee reserves the right to direct the removal/relocation modification of any traffic device(s) at the Permittee's sole expense.

Restricted Hours for Single Lane Closures:
9 am to 3: 30 pm & 7 pm to 6 am, Monday through Friday, (No Weekends)

Multi-Lane Closure must occur during nighttime hours only, Monday through Friday, (No Weekends) unless otherwise approved by the Local Operations Engineer or designee.

Permittee will restore the Right of Way as a minimum, to its original condition or better in accordance w/FDOT's Standard Specifications for Road & Bridge Construction or as directed by the Resident Operations Engineer.

Permittee will construct the first five (5') feet of The driveway connection adjacent to E.O.P. From the travel lane consisting of 15" limerock base on compacted subsoil and 3" of Type SP 12.5 asphalt. Grade from E.O.P. will be at 6% to the center of swale.

PERMITTEE: PLEASE NOTE:
Permittee's contractors that are performing permitted work activities shall provide the Department (Permits Office) proof of a proper State contractor's license and certificate of liability insurance prior to any commencement of permitted work.

Permitee shall coordinate all work with Louis Berger @ 1-888-238-6215, Extension 701 or email: US1-A1A-Permits@louisberger.com Coordination will include a Preconstruction meeting.

SEE ATTACHMENT C

Note:

A staff member of the Permittee/UAO shall attend all required FDOT field meetings and/or inspections.

ATTACHMENT C

LCIS LANGUAGE FOR PLANNED LANE CLOSURES

Prior to any work requiring planned lane closures, mobile operations, or traffic pacing operations the Contractor or Permittee shall submit a request to the LCIS system. Each request will be reviewed by the appropriate Department personnel for compliance with permit requirements, and coordination with adjacent projects or work activities.

All lane closure approvals **shall be obtained prior** to establishing pre work meetings in the field. All submissions should be made a **minimum of 14 days prior to proposed closure date** and <u>must be approved by the Department before work requiring the closure may begin within FDOT Right of Way.</u>

LCIS SYSTEM

Please register all requests at https://LCISV2.com/home. See guidelines below:

- Create new Username and Password
 - you will receive status updates via email which may be routed to users' junk mail.
- Select N/A for proposed County and City (not set up currently)
- Select state roadway # (EX. SR786)
- All attachments uploaded shall be in PDF format only
- Work events lasting longer than 2 weeks, should include a detailed work schedule (PDF)
- Select timeframe. Time will automatically default to 5AM unless manually changed. Select the
 pencil on the top right to edit work event times.
 - work event hours, and road closures cannot be requested for more than 7 hours per day.
- Closure locations must be detailed. (EX. Eastbound Glades Rd at the intersection of St. Andrews BLVD.)
- Work description shall include the following:
 - 1. Full FDOT permit number associated with lane closure (Ex. 2018-H-496-0001-93001)
 - 2. Type of work being performed (EX. gas line installation or directional bore)
 - 3. Contact information for Agent in field as well as Project Manager

PLEASE NOTE

Requests are for Palm Beach County ONLY

Contact Carmen Beltran for questions or assistance. Email: Carmen.beltran@dot.state.fl.us Phone: (954)847-2785



May 2021

INTRODUCING THE NEW **LANE CLOSURE INFORMATION SYSTEM (LCISv2)**



The Traffic Operations team is pleased to announce the soft launch of LCISv2 (Beta 2.1), improving the system used so far. Please note that the system is still under test and there are many closures used as a test mode.

VISIT LCISv2

TO START USING THE SYSTEM FOLLOW THE STEPS BELOW:

STEP 1

In your browser visit: https://LCISv2.com, then click on "Register" at top right, to register. Please use a real email address.

STEP 2

Then, to create a request, click on "New Request", complete the required fields and submit your request. Note that to submit your request, you need to select who will be your first Reviewer. The system will send you a confirmation to your email address.

STEP 3

After receiving the email confirmation, you can check the status of your request by clicking on the "Dashboard". Here you will be able to see all the closures related to your user.

Note that without logging into the system, you can view all closures that have already been approved by our office.

FOR QUESTIONS OR COMMENTS, PLEASE CONTACT:

Alejandro.Diaz@dot.state.fl.us

Alejandro Diaz, Sr. Software Engineer & System Administrator Saud Khan, District Six Maintenance of Traffic Specialist Saud.Khan@dot.state.fl.us

2023-A-496-00010 Eugene Kissner

NON-UTILITY WORK PERMITS

(a) <u>DOCUMENTS REQUIRED PRIOR TO A PRE-CON MEETING:</u> **UPLOAD INTO OSP - Pdf Format; 1 pdf file combine All please

Certificate of Liability Insurance naming <u>FDOT</u> as the <u>Certificate Holder</u> with <u>our address as</u> follows:

Fla. Dept. of Transportation
Palm Beach Operations Center
7900 Forest Hill Blvd. West Palm Beach, FL 33413

* Be sure to enter the <u>entire Permit number</u> in the <u>Description of Operations Section</u> **Example:** 2014-H-496-0188-93060_*Must be typed in by Liability Company; handwritten will not be accepted. Also, please include the Additionally Insured rider pages.

- > All Contractor's / Sub Contractor's Licenses
- > All Contractor's / Sub Contractor's Local Business Tax Receipt
- Contractor's Work Site Safety Supervisor's Advanced MOT Certificate with his/her_email address and a 24/7 contact number attached to the certificate.

(b) DOCUMENTS REQUIRED PRIOR TO FINAL INSPECTION:

** <u>UPLOAD INTO OSP</u> - Pdf Format; <u>1 pdf file</u> combined <u>for all docs, except</u> the <u>As Built</u> & <u>Certification Letter</u> please submit these two docs separately.

(*As Applicable to Your Permit *)

- Permit Final Inspection Certification Letter
- Request for Final Inspection Letter
- Directional Bore Logs
- Density Reports
- As Built Plans (w/Plan & Section Views for ALL Bores)
- Producers Certification for Concrete CL I NS 2500 psi (sidewalk, curb & gutter, ditch pavement & traffic separator)
- Asphalt Tickets
 *Include SP & FC types/thickness used on Excavation Restoration and Milled & Resurfaced area.

OSP WEB URL: https://osp.fdot.gov

*NOTE: As mandated by our Legal Department; <u>All Contractors/Sub Contractors</u> working within or adjacent to the Department's Right of Way must furnish a Certificate of Liability Insurance naming the *Department as the Certificate Holder*, as well as on the <u>Additionally Insured Rider policy</u> (in accordance with FDOT Standard Specifications Section 7).

We also need their License & Local Business Tax Receipt and their MOT Cert unless MOT is being done by the Prime Contractor.

If you have any further concerns, please do not hesitate to contact us at your earliest convenience. Eugene Kissner-Permits Manager