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10-11-94 10:11:11

PREPARED BY AND RETURN TO:
 Richard A. Buckeye, City Planner
 City of Oakland Park
 3650 W. E. 12th Avenue
 Oakland Park, Florida 33334

BK22892PG0546

UNITY OF TITLE

THIS UNITY OF TITLE, made ^{effective} this 19th day of October, 1994, by
 ① LOIS LAKE LAND REALTY CORP. ② (JEFFREY'S PLAT)
 hereinafter referred to as "OWNER" of the property herein described, whose mailing address is
11540 Highway 92 East, Seffner, Florida 33584 is
 required by the City of Oakland Park, a Municipal corporation, hereinafter referred to as
 "CITY", CITY OF OAKLAND PARK, 3650 NE. 12 Ave., Oakland Park, Fla ~~33334~~ 33334

WHEREAS the OWNER is the owner of real property located within the City of Oakland Park, Florida, more fully described as follows:

See Exhibit "A" attached hereto
 and made a part hereof.

WHEREAS, the CITY, as a condition of site plan approval under Section 24-164(C)(3) of the City of Oakland Park Code of Ordinances, requires that the property be combined for use as a 30,500 SF. FURNITURE AND RETAIL FACILITY and be considered as one plot and parcel of land to remain under one ownership, and

WHEREAS, the OWNER agrees that said requirement of the CITY is in the best interests of all the parties and serves to promote the general welfare, safety and convenience of the public and the OWNER hereby releases, waives and forever discharges any claim, demand, cause of action and right it may have against the CITY relative to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The above-described property shall be considered as one plot and parcel of land, and no portion of said plot and parcel of land shall be sold, transferred, deposited or assigned separately, except in its entirety as one plot or parcel of land, or as undivided interest in said real property.
2. It is expressly understood and agreed that the terms, covenants, and conditions of this Agreement shall be and constitute covenants running with the land, binding upon subsequent purchasers of the above-described real property and shall constitute an obligation upon said property, regardless of transfer of title or ownership.

1 of 2

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 RETURN TO
 FRONT RECORDING

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3. It is the intention of the parties that this Agreement shall be recorded in the Public Records of Broward County, Florida.

4. This instrument shall not be modified, amended or released without first obtaining the written consent of the City Manager of the City of Oakland Park as to any portion of the property except by written instrument executed by the owner of the fee simple title to the land to be affected by such modification, amendment or release.

5. This instrument shall become effective upon its acceptance by the CITY and its recordation in the Public Records of Broward County, Florida.

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

WITNESSES:

Kirsten Woodruff
Signature

Kirsten Woodruff
Print/Type Name

Judith E. Covey
Signature

JUDITH E. COVEY
Print/Type Name

LOIS LAKE LAND REALTY CORP.,
a Florida corporation

OWNER:

By: X Jeffrey H. Finkel, Sr. V.P.
Signature

Jeffrey H. Finkel, Sr. Vice Pres
Print/Type Name

EX 22892260547

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this

2nd day of November '94 by Jeffrey H. Finkel, Sr. Vice Pres.
of Lois Lakeland Realty Corp. (Name and title of person acknowledging)
who is personally known to me or who has produced
as identification and who did

(Type of Identification)
(did not) take an oath.

Mark E. Miller Notary Public, Commission No. _____
(Signature)

(SEAL ABOVE)

MARK E. MILLER
(Name of Notary typed, printed or stamped)



MARK E. MILLER
MY COMMISSION # CC 22250 EXPIRES
September 27, 1998
BONDED THRU TROY FAIR INSURANCE, INC.



MARK E. MILLER
MY COMMISSION # CC 22250 EXPIRES
September 27, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

EXHIBIT "A"

A portion of the Southwest quarter of Section 21, Township 49 South, Range 42 East, Broward County, Florida, together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, described as follows:

TRACTS "A-1", "A-2" and "B" OF JEFFREY'S PLAT, RECORDED IN PLAT BOOK 157,
PAGE 6 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

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

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MEM4098 11/03/94