

12-09-15 10:04 IN

Barbara A. Hall
Tel (954) 768-8236
Fax (954) 765-1477
HallB@gtlaw.com

VIA OVERNIGHT DELIVERY

February 3, 2015

Jonathan Vogt
City of Hollywood
Building & Engineering Services
2600 Hollywood Blvd
Hollywood, FL 33022

Re: Plat Note Amendment for Oakwood Hills Plat

Dear Jon:

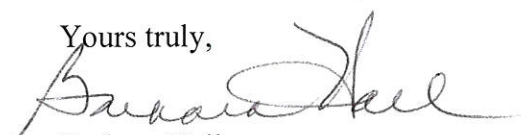
In regard to our pending application for an Amendment to the Plat Notation for Tract E of the Oakwood Hills Plat, I am enclosing the following:

- Attachment 1: The current plat note and proposed plat note
- Attachment 2: The executed Agreement for Public Improvements requested by the Staff in connection with the proposed amendment; and
- Attachment 3: A letter from Interfot indicating that they have no objection to the Plat Note Amendment.

Please let me know if you need anything else to have this item placed on the City Commission agenda.

Thank you.

Yours truly,


Barbara Hall

cc: Debra Reese (w/enc via email)
Mark Trommsdorf (w/enc via email)
Connie Hurst (w/enc via email)
Sighla Finazzo (w/enc via email)

109980201v1 008792.015000

ALBANY
AMSTERDAM
ATLANTA
AUSTIN
BOCA RATON
BOSTON
CHICAGO
DALLAS
DELAWARE
DENVER
FORT LAUDERDALE
HOUSTON
LAS VEGAS
LONDON*
LOS ANGELES
MEXICO CITY*
MIAMI
MILAN*
NEW JERSEY
NEW YORK
NORTHERN VIRGINIA
ORANGE COUNTY
ORLANDO
PHILADELPHIA
PHOENIX
ROME*
SACRAMENTO
SAN FRANCISCO
SEOUL*
SHANGHAI
SILICON VALLEY
TALLAHASSEE
TAMPA
TEL AVIV*
WARSAW*
WASHINGTON, D.C.
WESTCHESTER COUNTY
WEST PALM BEACH

*OPERATES AS
GREENBERG TRAURIG MAHER LLP

*OPERATES AS
GREENBERG TRAURIG, S.C.

*STRATEGIC ALLIANCE

*OPERATES AS
GREENBERG TRAURIG LLP
FOREIGN LEGAL CONSULTANT OFFICE

*A BRANCH OF
GREENBERG TRAURIG, P.A.,
FLORIDA, USA

*OPERATES AS
GREENBERG TRAURIG GRZESIAK SPK.

Current Note:

Tracts A & B are limited to 170 existing multi-family units and 10,500 square feet of commercial use.

Tracts C, D, and DD are limited to 131 hotel/motel rooms, a .73 acre park, 12,000 square feet of retail, and a 220 sleeping room (110 dwelling unit equivalents) Special Residential Facility, Category 3.

Tract E is restricted to 145,064 square feet of retail, 18 screen movie theater complex, 107,638 square feet of existing office and 67,153 square feet of existing warehouse.

Block 1 and block 2 are restricted to 56 single-family dwelling units; and

Park No. 1 and Park No. 2 are restricted to park use.

Proposed Note:

Tracts A & B are limited to 170 existing multi-family units and 10,500 square feet of commercial use.

Tracts C, D, and DD are limited to 131 hotel/motel rooms, a .73 acre park, 12,000 square feet of retail, and a 220 sleeping room (110 dwelling unit equivalents) Special Residential Facility, Category 3.

Block 1 and block 2 are restricted to 56 single-family dwelling units; and

Park No. 1 and Park No. 2 are restricted to park use.

Tract E is restricted to 156,102 square feet of commercial use (134,481 square feet existing and 21,621 square feet proposed), an 18 screen movie theater complex, 161,119 square feet of office use, and 11,642 square feet of warehouse use, of which the commercial, office and warehouse uses shall be allocated as follows.

A. To Existing Buildings within Tract E:

- 1) To the existing building at 200 Oakwood Lane, which is 26,460 square feet: 14,818 square feet of office use and 11,642 square feet of warehouse use. Warehouse uses may have 30%-50% ancillary office or 30% ancillary commercial use per bay or single tenant building upon satisfaction of impact/concurrency fees.

- 2) To the existing building at 300 Oakwood Lane, which is 32,460 square feet: 32,460 square feet of office.
- 3) To the existing building at 1 Oakwood Boulevard, which is 72,702 square feet and the building at 2 Oakwood Boulevard which is 52,177 square feet (for a combined building square footage for the two buildings of 124,879 square feet): 113,841 square feet of office use and 11,038 square feet of commercial use.
- 4) To the existing retail buildings within Tract E, 123,443 square feet of commercial use.

B. For future development within Tract E: 21,621 square feet of commercial use

Freestanding banks and/or banks with drive-thru facilities are not permitted within Tract E without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts

RESOLUTION NO. R-2015-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AN AMENDMENT TO THE PLAT NOTATION FOR TRACT E OF THE "OAKWOOD HILLS PLAT" (120/45), REVISING THE RESTRICTIVE NOTE ON THE PLAT TO REFLECT THE EXISTING AND PROPOSED USES THEREON.

WHEREAS, Oakwood Business Center Limited Partnership ("OBC") and Oakwood Plaza Limited Partnership ("OPL") are the owners of all of Tract E of the Oakwood Hills Plat, except for a two-acre parcel owned by Interfot LLC ("Interfot Parcel"); and

WHEREAS, OBC and OPL have applied to the City for approval to amend the Plat Notation applicable to Tract E of the Oakwood Hills Plat in accordance with the description of the Current Plat Notation and Proposed Plat Notation attached to this Resolution as Exhibit "A"; and

WHEREAS, the Oakwood Hills Plat comprises a portion of the development commonly known as Oakwood Plaza; and

WHEREAS, Oakwood Plaza had formerly been approved as a Development of Regional Impact ("DRI") however, at the request of OPL and OBC, the DRI status of Oakwood Plaza was rescinded by Ordinance O-2012-17 adopted by the City Commission of the City of Hollywood on July 18, 2012; and

WHEREAS, the rescission of the DRI has provided the regulatory flexibility for the City to approve the amendment to the Plat Notation Oakwood Hill Plat as requested by OBC and OPL; and

WHEREAS, Interfot LLC has provided a letter to the City confirming that it has no objection to the proposed Plat Notation as applied to the Interfot Parcel; and

WHEREAS, for the purpose of the Plat Notation the building square footages for the existing buildings that comprise the Oakwood Business Center are being revised slightly to reflect the county's method of calculating the building square footage for the original as-built condition for those buildings; and

WHEREAS, staff has reviewed the application to amend the Plat Notation and finds that the proposed level of development meets applicable level of service standards, and therefore recommends approval; and

WHEREAS, the applicant intends to file the Plat Notation Amendment application with Broward County, and City Commission approval is necessary for the Plat Notation Amendment to proceed at the County level;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby approves the amendment to the Plat Notation for the "Oakwood Hills" Plat as described in Exhibit "A"

Section 2: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

Passed and adopted this _____ day of _____, 2015.

PETER BOBER, MAYOR

Attest:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.

JEFFREY P. SHEFFEL, CITY ATTORNEY

Exhibit "A"

Current Note:

Tracts A & B are limited to 170 existing multi-family units and 10,500 square feet of commercial use.

Tracts C, D, and DD are limited to 131 hotel/motel rooms, a .73 acre park, 12,000 square feet of retail, and a 220 sleeping room (110 dwelling unit equivalents)Special Residential Facility, Category 3.

Tract E is restricted to 145,064 square feet of retail, 18 screen movie theater complex, 107,638 square feet of existing office and 67,153 square feet of existing warehouse.

Block 1 and block 2 are restricted to 56 single-family dwelling units; and

Park No. 1 and Park No. 2 are restricted to park use.

Proposed Note:

Tracts A & B are limited to 170 existing multi-family units and 10,500 square feet of commercial use.

Tracts C, D, and DD are limited to 131 hotel/motel rooms, a .73 acre park, 12,000 square feet of retail, and a 220 sleeping room (110 dwelling unit equivalents)Special Residential Facility, Category 3.

Block 1 and block 2 are restricted to 56 single-family dwelling units; and

Park No. 1 and Park No. 2 are restricted to park use.

Tract E is restricted to 156,102 square feet of commercial use (134,481 square feet existing and 21,621 square feet proposed), an 18 screen movie theater complex, 161,119 square feet of office use, and 11,642 square feet of warehouse use, of which the commercial, office and warehouse uses shall be allocated as follows.

A. To Existing Buildings within Tract E:

- 1) To the existing building at 200 Oakwood Lane, which is 26,460 square feet: 14,818 square feet of office use and 11,642 square feet of warehouse use. Warehouse uses may have 30%-50% ancillary office or 30% ancillary commercial use per bay or single tenant building upon satisfaction of impact/concurrency fees.

- 2) To the existing building at 300 Oakwood Lane, which is 32,460 square feet: 32,460 square feet of office.
- 3) To the existing building at 1 Oakwood Boulevard, which is 72,702 square feet and the building at 2 Oakwood Boulevard which is 52,177 square feet (for a combined building square footage for the two buildings of 124,879 square feet): 113,841 square feet of office use and 11,038 square feet of commercial use.
- 4) To the existing retail buildings within Tract E, 123,443 square feet of commercial use.

B. For future development within Tract E: 21,621 square feet of commercial use

Freestanding banks and/or banks with drive-thru facilities are not permitted within Tract E without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts

3/18

AGREEMENT FOR PUBLIC IMPROVEMENTS

THIS AGREEMENT FOR PUBLIC IMPROVEMENTS ("Agreement") is made this 4th day of FEBRUARY 2015 ("Effective Date" as hereinafter defined) by and between OAKWOOD PLAZA LIMITED PARTNERSHIP and OAKWOOD BUSINESS CENTER LIMITED PARTNERSHIP, (collectively the "OP OWNERS"), and the CITY OF HOLLYWOOD, a municipal corporation of the State of Florida ("City").

WITNESSETH:

WHEREAS, OP Owners own property located within the municipal boundaries of the City of Hollywood, which property constitutes most of the real property within a development commonly known as "Oakwood Plaza", more particularly described in *Exhibit 1* to this Agreement. ("Oakwood Plaza Property"); and

WHEREAS, OP Owners have filed an application for an Amendment to the Oakwood Hills Plat recorded in Plat Book 120, Page 45 of the public records of Broward County, Florida, ("Oakwood Hills Plat") to change the plat notation applicable to Tract E of Oakwood Hills Plat to allow more flexibility for the uses that occupy the buildings within the Oakwood Hills Plat ("Plat Note Application"); and

WHEREAS, the City staff has reviewed the Plat Note Application and has recommended that, as a condition of approval of the Plat Note Application, the OP Owners agree to make certain pedestrian improvements at the intersection of Oakwood Boulevard and North 26th Avenue as shown on the plans approved for building permit under permit B-14-104663 ("Pedestrian Improvement Plan"); and

WHEREAS, the OP Owners have agreed to make the improvements shown in the Pedestrian Improvement Plan in accordance with the terms and conditions of this Agreement and to grant any necessary easements over the newly constructed sidewalks; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Recitals.** The recitals above are true and correct and are incorporated herein by this reference.
2. **Construction Obligation.** OP Owners agree at their sole cost and expense to obtain all required permits and to construct the improvements shown on the Pedestrian Improvement Plan ("Improvements").
3. **Pre-construction Meeting.** At least five days prior to the construction of the Improvements, (unless another time is agreed to among the OP Owners, their Controller and the City Engineer) OP Owners and their contractor shall participate in a pre-construction meeting with the City Engineer to coordinate the proposed construction schedule and maintenance of traffic plan for the construction.
4. **Conveyance of Improvements and Easement to the City.** Following completion of the Improvements, the OP Owners shall grant to the City sidewalk easements over the newly constructed sidewalks to the extent such sidewalks are not located in existing easements.
5. **Effect of Future Development.** The City acknowledges and agrees that the vacant parcels of land shown in *Exhibit 2* ("Vacant Parcels") may be developed in the future and that in connection with such development, the pedestrian improvements to be constructed in accordance with this Agreement will need to be modified to allow for driveway opening to that parcel and the sidewalks may also need to be modified to accommodate the development. The City agrees that OP Owners' obligations under this Agreement for the completion of the Improvements shown in the Pedestrian Improvement Plan shall not prevent the OP Owners from subsequently modifying those Improvements sufficiently for obtaining reasonable driveway access to North 26th Avenue or from being permitted to relocate the sidewalks along the east side of North 26th Avenue to accommodate development of the Vacant Parcels.
6. **Time for Construction.** Subject to Force Majeure, as defined below, construction of the Improvements shall be commenced in the second quarter of 2015 and shall be completed by July 15th 2015. The City Engineer may extend the time for completion for an additional sixty (60) days for good cause shown.
7. **Security for Construction Obligation.** Within fifteen (15) business days following approval of this Agreement and the Plat Note Application by the City Commission, OP Owners shall provide the City with a Bond or Letter of Credit in the amount of \$45,000.00 which adequate to secure construction of the Improvements in accordance with this Agreement, consistent with the Engineer's Cost Estimate attached as *Exhibit 3*.
8. **Precondition to Construction Obligation.** The obligation of the OP Owners to construct the Improvements in accordance with this Agreement, shall

be binding upon the OP Owners following approval of the Plat Note Application by the City and Broward County and approval of this Agreement by the City. Approval by the City of the Plat Note Application shall occur at the same meeting as approval of this Agreement, or this Agreement shall not become effective.

9. **Indemnification.** OP Owners hereby indemnify and hold harmless the City, its officers and employees and agree to defend the City, its officers and employees, from liabilities, damages, losses, and costs, (including, but not limited to reasonable attorney's fees, to the extent OP Owners fail or refuse to defend) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the OP Owners and persons employed or utilized by or under the contract with OP Owners in the performance of this Agreement. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, OP Owners shall, upon written notice from the City, defend such action or proceeding by counsel satisfactory to the City.

In order to insure the indemnification obligation contained above, the OP Owners and/or their contractor shall, at a minimum, provide, pay for, and maintain in force at all times from time of pulling permit to completion of work and certificate of completion of the Improvements (unless otherwise provided), the insurance coverage's set forth below in Paragraph 10, in accordance with the terms and conditions required by this section. Each insurance policy shall clearly identify the foregoing indemnification as insured.

10. **Insurance.** OP Owners shall be required to obtain insurance prior to commencing construction of the Improvements as follows:

- a. The policy or policies provided in accordance with paragraph 9 shall be with no greater than a \$25,000.00 deductible and shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Such general liability policies shall specifically protect the City and City Commissioners by naming the City and the City Commissioners as certificate holders and additional insureds.
- b. The Policies provided shall include:

Comprehensive Generality Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Five Million Dollars (\$5,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive

endorsements, as filed by the Insurance Services Office, and must include:

Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned vehicles, if applicable
Hired and non-owned vehicles, if applicable.
Employers' non-ownership if applicable.
Any auto, if applicable.
Scheduled auto, if applicable.

Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the state of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

- c. OP Owners or their contractors shall furnish to the City Engineer and the City's Risk Manager of the City of Hollywood with Certificates of Insurance or endorsements evidencing the insurance coverages specified by this section prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.
- d. Coverage is not to remain in force (subject to cancellation notice) until completion and acceptance of the Improvements. All policies must be endorsed to provide the City with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.

11. **Amendment to this Agreement.** This Agreement may only be modified or terminated by mutual consent of OP Owners and the City, which consent shall be evidenced in a written document signed by the OP Owners and the City.

12. **Venue of Choice of Law.** Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any

rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida.

13. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.

14. **Effective Date.** The Effective Date of this Agreement shall be the date that the Plat Note Agreement and this Agreement have been approved by the City Commission and executed by the City; and such date shall be written into the first paragraph of this Agreement in the space provided.

15. **Exhibits.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict herewith.

16. **Further Assurances.** The parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

17. **Force Majeure.** Whenever a period of time is prescribed for action by either party under this Agreement, such party shall not be liable, penalized, or responsible for any delays due primarily to strikes, riots, acts of God, shortages of labor or materials, war, Laws, regulations, the inability to obtain permits despite good faith efforts to do so, the negligence or misconduct of the City or any other governmental entity whose approval is required or restrictions, or any other causes of any kind whatsoever which are beyond the reasonable control of such party (but specifically excluding financial inability of either party) ("Force Majeure"). If a party's performance under this Agreement is delayed by Force Majeure, such performance shall be extended for a period equal to such Force Majeure delay provided such party gives Notice to the other party within ten (10) days of the beginning of the Force Majeure delay.

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

Owner

OAKWOOD PLAZA LIMITED PARTNERSHIP

Witness: D. Vehr
Print Name: D. Vehr

By: PLC Oakwood Plaza, LLC
its general partner

By: KIM-CPP PL Portfolio REIT, LLC,
its sole member

Witness: Tonya Sanders
Print Name: Tonya Sanders

By: Kimco CPP PI Portfolio GP, Inc.,
its manager

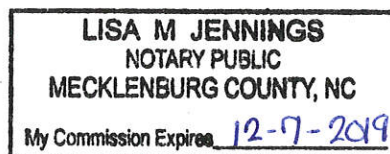
By: Gary J. Bazydlo
Name: Gary J. Bazydlo
Title: Vice President

STATE OF ~~FLORIDA~~ North Carolina

COUNTY OF ~~BROWARD~~ Mecklenburg

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of February, 2015 by Gary J. Bazydlo, as Vice President of Kimco CPP PI Portfolio GP, Inc., as manager of KIM-CPP PL Portfolio REIT, LLC, as sole member of PLC Oakwood Plaza, LLC, as general partner of OAKWOOD PLAZA LIMITED PARTNERSHIP, a individual, who is personally known to me _____ or produced _____ as identification.

Lisa M. Jennings
Name: Lisa M. Jennings
Notary Public
My Commission Expires: 12-7-2019



OAKWOOD BUSINESS CENTER ²¹⁰
LIMITED PARTNERSHIP

Witness: D. Vahr
Print Name: D. Vahr

Witness: Tonya Sanders
Print Name: Tonya Sanders

By: PLC OBC, LLC,
its general partner

By: Price Legacy Holdings, LLC,
its sole member

By: PL Retail LLC its sole member

By: Kimco PL Retail, Inc., its sole member

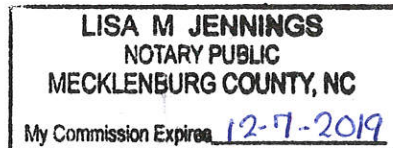
By: Gary J. Bazydlo
Name: Gary J. Bazydlo
Title: Vice President

STATE OF ~~FLORIDA~~ North Carolina

COUNTY OF ~~BROWARD~~ Mecklenburg

THE FOREGOING INSTRUMENT was acknowledged before me this 4th day of February, 2015 by Gary J. Bazydlo, as Vice President of Kimco PL Retail, Inc., as sole member of PL Retail, LLC, as sole member of Price Legacy Holdings, LLC, as sole member of PLC OBC, LLC, as general partner of OAKWOOD BUSINESS CENTER LIMITED PARTNERSHIP, a individual, who is personally known to me or produced _____ as identification.

Lisa M. Jennings
Name: Lisa M. Jennings
Notary Public
My Commission Expires: 12-7-2019



Attest:

CITY OF HOLLYWOOD:

PATRICIA A. CERNY, MMC,
City Clerk

PETER BOBER
Mayor

ENDORSED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF
HOLLYWOOD ONLY

Date: _____

JEFFREY P. SHEFFEL
City Attorney

EXHIBIT "1"

LEGAL DESCRIPTION OF OAKWOOD PLAZA PROPERTY

TOGETHER WITH:

A PORTION OF TRACT "A", "OAKWOOD HILLS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, TOGETHER WITH A PORTION OF LOTS 13 AND 14, AND THE SOUTH ONE-HALF (S 1/2) OF THE ALLEY ADJACENT TO SAID LOTS 13 AND 14, BLOCK 42, "LIBERIA", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1 PAGE 34 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT "A", SAID CORNER ALSO BEING A POINT ON THE ARC OF A CURVE WHOSE CENTER BEARS SOUTH 65° 58' 00" WEST FROM SAID POINT; THENCE ALONG THE BOUNDARY OF SAID TRACT "A" AND ITS EXTENSION FOR THE FOLLOWING SEVEN (7) COURSES: (1) RUN SOUTHEASTERLY ALONG SAID ARC TO THE RIGHT, HAVING A RADIUS OF 802.00 FEET AND A CENTRAL ANGLE OF 05° 21' 28", AN ARC DISTANCE OF 74.99 FEET; (2) RUN SOUTH 08° 13' 17" EAST ALONG A NON-TANGENT LINE 100.00 FEET TO A POINT ON THE ARC OF A CURVE WHOSE CENTER BEARS SOUTH 78° 28' 31" WEST FROM SAID POINT; (3) RUN SOUTHEASTERLY ALONG SAID ARC TO THE RIGHT, BEING CONCENTRIC WITH SAID 802.00-FOOT-RADIUS CURVE, HAVING A RADIUS OF 790.00 FEET AND HAVING A CENTRAL ANGLE OF 06° 07' 13", AN ARC DISTANCE OF 84.39 FEET; (4) RUN SOUTH 48° 24' 41" EAST ALONG A NON-TANGENT LINE, 47.75 FEET; (5) RUN NORTH 88° 34' 54" EAST, 163.33 FEET; (6) RUN NORTH 01° 44' 19" WEST, 61.30 FEET; (7) RUN NORTH 88° 25' 20" EAST, 40.06 FEET; THENCE RUN NORTH 04° 30' 11" EAST, 318.27 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT "A"; THENCE ALONG THE BOUNDARY OF TRACT "A" THE FOLLOWING THREE (3) COURSES: (1) RUN SOUTH 88° 35' 06" WEST, 47.60 FEET TO A POINT OF CURVATURE; (2) RUN WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 375.00 FEET AND A CENTRAL ANGLE OF 26° 53' 50", AN ARC DISTANCE OF 176.04 FEET TO A POINT OF TANGENCY; (3) RUN SOUTH 61° 41' 16" WEST, 113.58 FEET TO THE POINT OF BEGINNING. (CONTAINING 91,972 SQUARE FEET, 2.11 ACRES).

TOGETHER WITH:

ALL OF BLOCKS 27, 28 AND 39, A PORTION OF BLOCKS 40, 23, 24, 26, 29 THRU 31, 34 THRU 38, AND THE RIGHTS-OF-WAY LYING BETWEEN SAID BLOCKS, "LIBERIA", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 34 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHEAST CORNER OF TRACT "DD", "OAKWOOD HILLS", (PLAT BOOK 120, PAGE 45, BROWARD COUNTY RECORDS); THENCE NORTH 88° 08' 42" EAST, 384.94 FEET; THENCE SOUTH 01° 24' 21" EAST, 1630.76 FEET; THENCE SOUTH 83° 00' 00" WEST, 182.55 FEET; THENCE SOUTH 88° 35' 13" WEST, 394.65 FEET; THENCE SOUTH 01° 24' 43" EAST, 25.00 FEET TO THE N.E. CORNER OF LOT 20; SOUTH 88° 35' 13" WEST, 50.00 FEET; ALONG THE NORTH LINE OF LOT 20; THENCE NORTH 01° 24' 43" WEST, 25.00 FEET; THENCE SOUTH 88° 35' 13" WEST, 410.23 FEET TO THE EAST LINE OF PARK NO. 1 OF SAID "OAKWOOD HILLS"; THENCE ALONG SAID EAST LINE OF PARK NO. 1 AND ALONG THE EAST LINE OF TRACT "C" OF SAID "OAKWOOD HILLS", NORTH 04° 16' 36" WEST, 240.62 FEET; THENCE CONTINUE ALONG SAID EAST LINE OF SAID PARK NO. 1 AND ALONG THE EAST LINE OF SAID TRACT "C", NORTH 07° 42' 14" EAST, 200.50 FEET; THENCE CONTINUE ALONG SAID EAST LINE, NORTH 11° 34' 23" EAST, 1190.80 FEET TO THE SOUTHWEST CORNER OF THE AFORESAID TRACT "DD"; THENCE ALONG THE SOUTH LINE OF SAID TRACT "DD", NORTH 88° 08' 42" EAST, 364.92 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

SAID LANDS LYING IN THE CITY OF HOLLYWOOD, BROWARD COUNTY, FLORIDA. CONTAINING 165.5342 ACRES, MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DELINEATED UNDER MY DIRECTION IN SEPTEMBER, 1994. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472-027, FLORIDA STATUTES. THERE ARE NO ABOVE GROUND ENCROACHMENTS

KEITH AND SCHNARS, P.A.
ENGINEERS-PLANNERS-SURVEYORS

BY: JON P. WEBER, P.L.S.
FLORIDA REGISTRATION NO. 4323

SKETCH OF DESCRIPTION

"OAKWOOD PLAZA"

A PORTION OF SECTION 4,
TWP. 51 SOUTH, RGE. 42 EAST

CITY OF HOLLYWOOD
BROWARD COUNTY FLORIDA

DATE 9/94

SCALE AS SHOWN

FIELD BK. N/A

DWNG. BY M.R.

CHK. BY J.P.W.

DATE	REVISIONS
11/8/94	GEN. REVISIONS



KEITH AND SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS
2000 N. WILSON AVE., SUITE 200, FORT LAUDERDALE, FL 33309-2000 (954) 774-6666

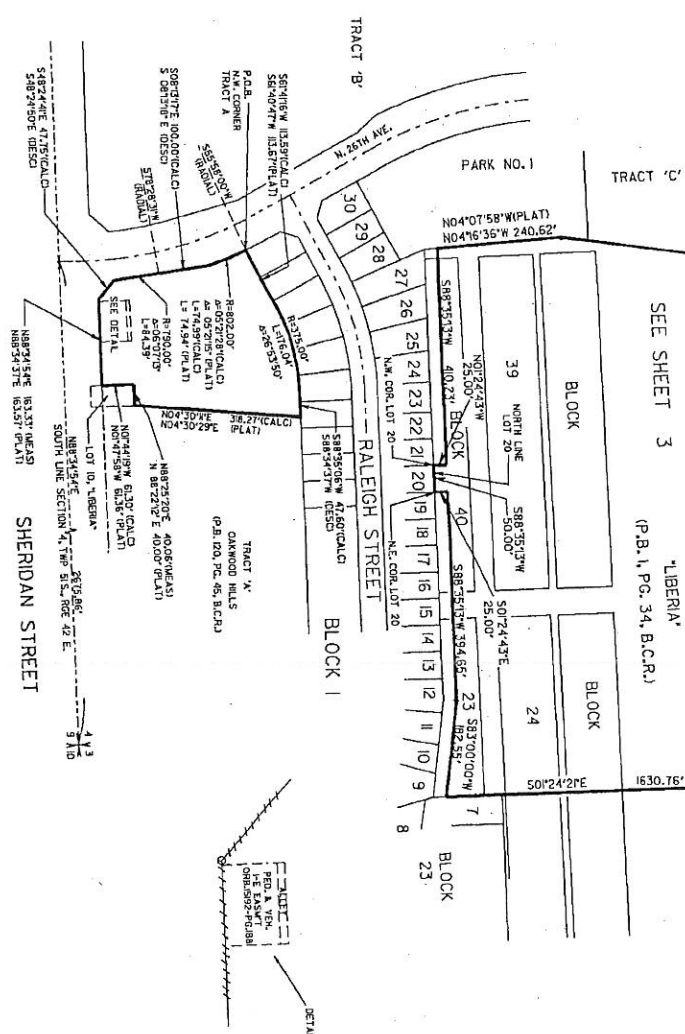
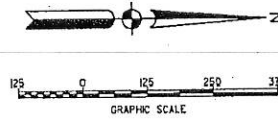
SHEET NO. 2 OF 4 SHEETS

DRAWING NO. 13856L-

P13856:3856USD4.DGN

LEGEND

L ARC LENGTH
 B.C.R. BROWARD COUNTY RECORDS
 CALC. CALCULATED
 C. CENTERLINE
 A. CENTRAL ANGLE
 D.E. DRAINAGE EASEMENT
 ELEC. ELECTRIC
 F.P.L. FLORIDA POWER & LIGHT
 I-E INGRESS-EGRESS EASEMENT
 O.R.B. OFFICIAL RECORD BOOK
 PG. PAGE
 P.L.S. PROFESSIONAL LAND SURVEYOR
 P.O.B. POINT OF BEGINNING
 PED. PEDESTRIAN
 R. RADIUS
 RCE. RANGE
 R/W. RIGHT-OF-WAY
 S.B. SOUTHERN BELL
 TWP. TOWNSHIP
 TYP. TYPICAL
 U.E. UTILITY EASEMENT
 VEH. VEHICULAR
 W/ WITH



SKETCH OF DESCRIPTION

'OAKWOOD PLAZA'
 A PORTION OF SECTION 4,
 TWP. 51 SOUTH, RCE. 42 EAST
 CITY OF HOLLYWOOD
 BROWARD COUNTY FLORIDA

DATE 9/94
 SCALE AS SHOWN
 FIELD BK. N/A
 DWNG. BY M.R.
 CHK. BY J.P.W.

DATE	REVISIONS
11/8/94	GEN. REVISIONS

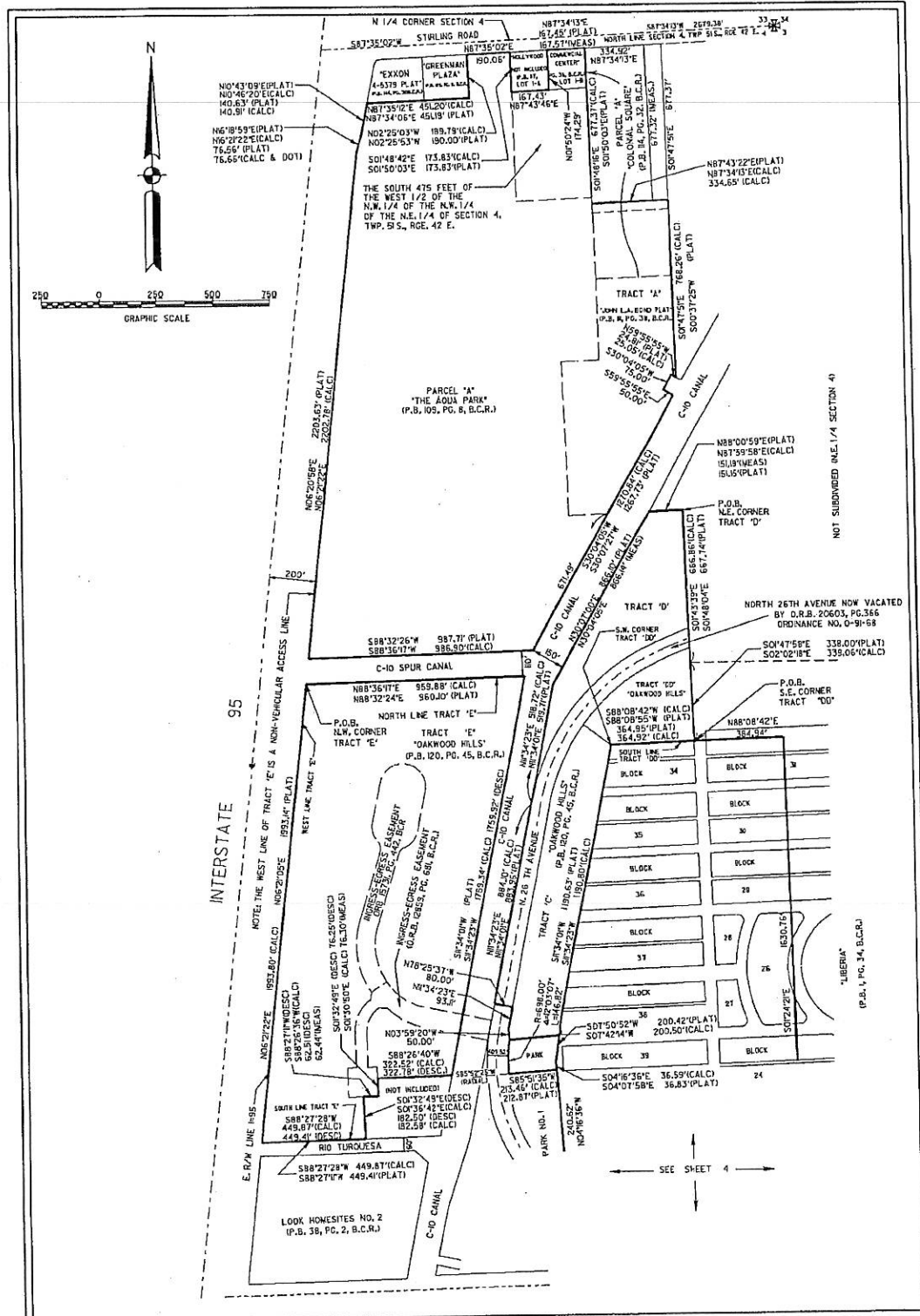


KEITH & SCHNARS, P.A.
 ENGINEERS - PLANNERS - SURVEYORS
 6401 N. W. 11th Ave., Ft. Lauderdale, FL 33309-2522 (954) 774-6666

SHEET NO. 4 OF 4 SHEETS

DRAWING NO. 13856L-

PI3856:3856USD4.DGN



SKETCH OF DESCRIPTION

'OAKWOOD PLAZA'
A PORTION OF SECTION 4,
TWP. 51 SOUTH, RGE. 42 EAST

CITY OF HOLLYWOOD
BROWARD COUNTY FLORIDA

DATE 9/94

SCALE AS SHOWN

FIELD BK. N/A

DWNG. BY M.B.

CHK. BY J.P.W.

DATE 11/8/94

REVISIONS

GEN. REVISIONS



KEITH and SCHNARS, P.A.

ENGINEERS - PLANNERS - SURVEYORS

6500 N. WOODS AVE., FORT LAUDERDALE, FL 33309-2022 (954) 776-6666

SHEET NO. 3 OF 4 SHEETS

DRAWING NO. 13856L-

PI3856:3856USD4.DGN

SURVEY NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF NORTH 87° 35' 02" ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 4-51-42.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. ~~-----~~ INDICATES NON-VEHICULAR ACCESS LINE.

LAND DESCRIPTION:

ALL OF PARCEL "A", "THE AQUA PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 109, PAGE 8 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA (CONTAINING 2,474,754 SQUARE FEET, 56.81 ACRES).

TOGETHER WITH:

ALL OF TRACT "A", "JOHN L.A. BOND PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111, PAGE 38 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA (CONTAINING 362,212 SQUARE FEET, 8.32 ACRES).

TOGETHER WITH:

ALL OF TRACT "C", TRACT "D", TRACT "DD", AND A PORTION OF NORTH 26TH AVENUE (NOW VACATED BY O.R.B.20603, PAGE 366) IN "OAKWOOD HILLS", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 120, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID TRACT "D"; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE EAST BOUNDARY OF SAID "OAKWOOD HILLS": (1) SOUTH 01° 43' 39" EAST, 666.86 FEET TO AN IRON ROD #1122; (2) SOUTH 02° 02' 18" EAST, 339.06 FEET TO A PERMANENT REFERENCE MONUMENT; (3) SOUTH 88° 08' 42" WEST, 364.92 FEET; (4) SOUTH 11° 34' 23" WEST, 1190.80 FEET; (5) SOUTH 07° 42' 14" WEST, 200.50 FEET; (6) SOUTH 04° 16' 36" EAST, 36.59 FEET; THENCE THE FOLLOWING TWO (2) COURSES ALONG THE SOUTH AND WEST LINES OF TRACT "C": (1) SOUTH 85° 51' 35" WEST, 213.46 FEET TO A POINT ON THE ARC OF A 698.00-FOOT RADIUS CURVE CONCAVE EASTERLY, WHOSE CENTER BEARS SOUTH 85° 52' 25" WEST FROM SAID POINT; (2) THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12° 03' 07", AN ARC DISTANCE OF 146.82 FEET TO A POINT OF NON-TANGENCY; (3) THENCE NORTH 03° 59' 20" WEST, 50.00 FEET; (4) THENCE NORTH 11° 34' 23" EAST, 93.11 FEET; THENCE NORTH 78° 25' 37" WEST, 80.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NORTH 26TH AVENUE (NOW VACATED BY O.R.B.20603, PAGE 366); THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, NORTH 11° 34' 23" EAST, 884.10 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE WEST, NORTHWEST AND NORTH LINES OF AFORESAID TRACT "D": (1) NORTH 11° 34' 23" EAST, 518.72 FEET; (2) NORTH 30° 04' 05" EAST, 866.14 FEET; (3) NORTH 87° 59' 58" EAST, 151.19 FEET TO THE POINT OF BEGINNING. (CONTAINING 857,453 SQUARE FEET, 19.68 ACRES).

TOGETHER WITH:

A PORTION OF TRACT "E", "OAKWOOD HILLS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120, PAGE 45 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT "E"; THENCE NORTH 88° 36' 17" EAST ALONG THE NORTH LINE OF SAID TRACT "E", A DISTANCE OF 959.88 FEET; THENCE SOUTH 11° 34' 23" WEST ALONG THE EAST LINE OF SAID TRACT "E", A DISTANCE OF 1759.34 FEET; THENCE SOUTH 88° 26' 40" WEST, A DISTANCE OF 322.52 FEET; THENCE SOUTH 01° 30' 50" EAST, A DISTANCE OF 76.30 FEET; THENCE SOUTH 88° 26' 36" WEST, A DISTANCE OF 62.44 FEET; THENCE SOUTH 01° 36' 42" EAST, A DISTANCE OF 182.58 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "E"; THENCE SOUTH 88° 27' 28" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 449.87 FEET TO A POINT ON THE WEST LINE OF SAID TRACT "E" SAME BEING THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE NORTH 06° 21' 22" EAST ALONG SAID WEST LINE OF TRACT "E", A DISTANCE OF 1993.80 FEET TO THE POINT OF BEGINNING. (CONTAINING 1,624,701 SQUARE FEET, 37.30 ACRES).

TOGETHER WITH:

PARCEL "A", LESS THE NORTH 677.32 FEET THEREOF, OF "COLONIAL SQUARE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 114 AT PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (CONTAINING 108,594 SQUARE FEET, 2.49 ACRES).

TOGETHER WITH:

THE SOUTH 475 FEET OF THE WEST ONE-HALF (W 1/2) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 4, TOWNSHIP 51 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA. (CONTAINING 159,166 SQUARE FEET, 3.65 ACRES).

TOGETHER WITH:

ALL OF LOT "I-B", "HOLLYWOOD COMMERCIAL CENTER", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 117, PAGE 36 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (CONTAINING 29,243 SQUARE FEET, 0.67 ACRE).

SKETCH OF DESCRIPTION

"OAKWOOD PLAZA"
A PORTION OF SECTION 4,
TWP. 51 SOUTH, RGE. 42 EAST
CITY OF HOLLYWOOD
BROWARD COUNTY FLORIDA

DATE 9/94

SCALE AS SHOWN

FIELD BK. N/A

DWNG. BY M.R.

CHK. BY J.P.W.

DATE REVISIONS

11/8/94 GEN. REVISIONS



KEITH J. SCHNARS, P.A.
ENGINEERS • PLANNERS • SURVEYORS
ONE N. MIAMI AVE., F.L. 33136-2022 (305) 776-0606

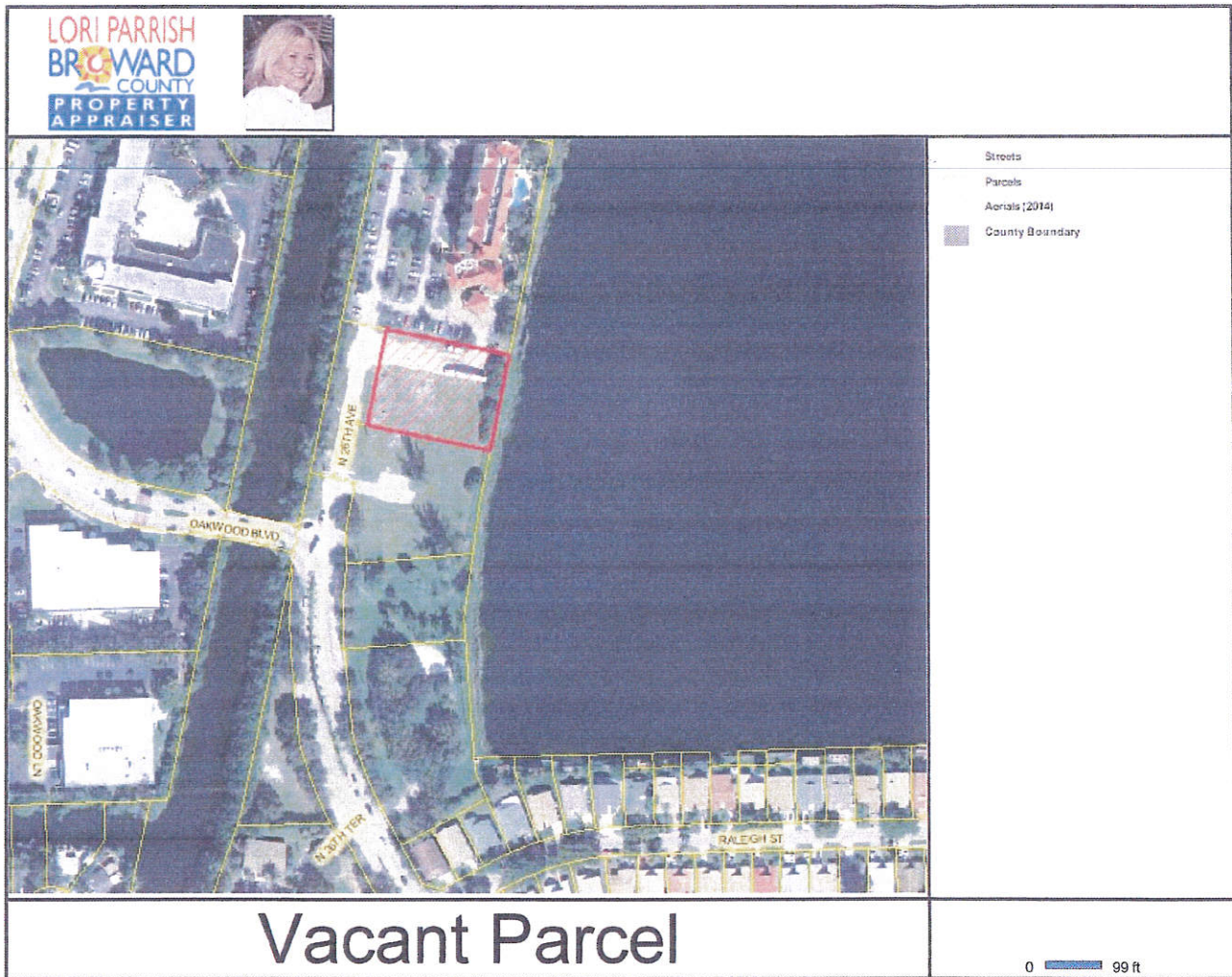
SHEET NO. 1 OF 4 SHEETS

DRAWING NO. 13856L-

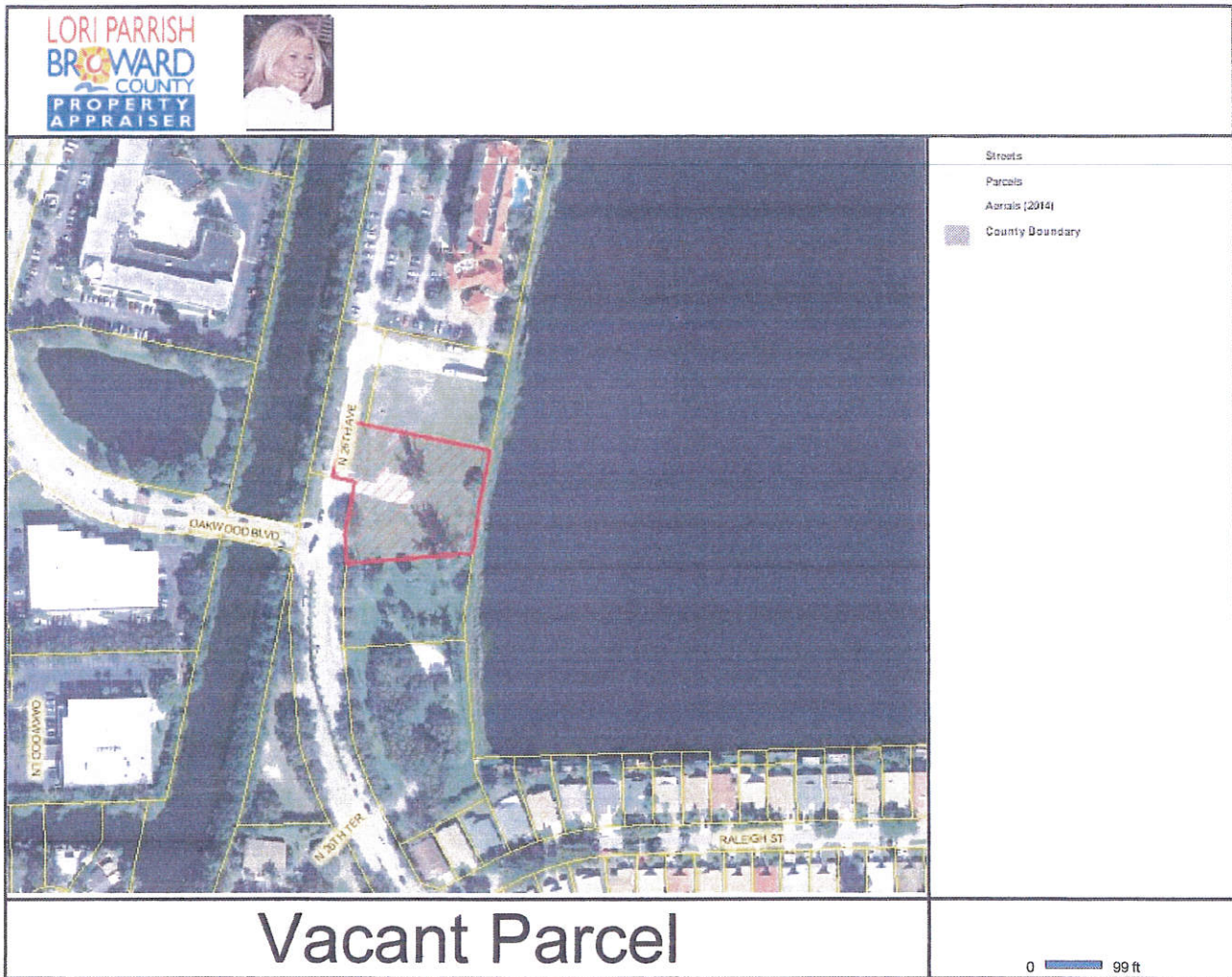
PI3856:3856USD4.DGN

EXHIBIT "2"

VACANT PARCELS



Created on 11/21/2014 11:30:21 AM using ArcIMS 4.0.1. Source: Broward County Property Appraiser



Created on 11/21/2014 11:25:45 AM using ArcIMS 4.0.1 Source: Broward County Property Appraiser

EXHIBIT "3"

ENGINEER'S COST ESTIMATE

Date: 8/6/2014
Project: Oakwood Plaza
Project No: F090068

1000 Corporate Drive, Ft. Lauderdale, FL 33334
Tel: 954-202-7000
Fax: 954-202-7070

Calculated By: MEC
Checked By: ROT

ENGINEERING ESTIMATE OF PROBABLE COST

MAINTENANCE OF TRAFFIC:

QUANTITY	U/A DESCRIPTION			
1	LS M.O.T.	\$ 10,000.00 \ LS	\$	10,000.00
SUBTOTAL:			\$	10,000.00

PAVEMENT:

QUANTITY	U/A DESCRIPTION			
65	SY Mill Existing Asphalt (Bridge)	\$ 20.00 \ SY	\$	1,308.89
210	SY Pavement Removal (26th Ave)	\$ 10.00 \ SY	\$	2,096.67
SUBTOTAL:			\$	3,405.56

CONCRETE:

QUANTITY	U/A DESCRIPTION			
136	LF 3.5 ft. Asphalt Sidewalk (Bridge)	\$ 40.00 \ LF	\$	5,440.00
26	LF 5 ft. Asphalt Sidewalk (Bridge Apron)	\$ 20.00 \ LF	\$	520.00
348	LF 5 ft. Concrete Sidewalk (26th Ave)	\$ 18.00 \ LF	\$	6,264.00
140	LF Extruded Curb (Bridge)	\$ 20.00 \ LF	\$	2,800.00
SUBTOTAL:			\$	9,584.00

PAVEMENT MARKING & SIGNAGE:

QUANTITY	U/A DESCRIPTION			
1	LS Pavement Marking & Signage	\$ 7,500.00 \ LS	\$	7,500.00
SUBTOTAL:			\$	7,500.00

Date: 8/6/2014
Project: Oakwood Plaza
Project No: F090068

1000 Corporate Drive, Ft. Lauderdale, FL 33334
Tel: 954-202-7000
Fax: 954-202-7070

Calculated By: MEC
Checked By: ROT

ENGINEERING ESTIMATE OF PROBABLE COST

LANDSCAPING:

QUANTITY U/A DESCRIPTION

210	SY Sodding	\$ 3.00 \ SY	\$ 629.00
1	LS Misc. Ground Cover	\$ 5,000.00 \ LS	\$ 5,000.00
SUBTOTAL:		\$	5,629.00

SUMMARY:

MAINTENANCE OF TRAFFIC:	\$	10,000.00
PAVEMENT:	\$	3,405.56
CONCRETE:	\$	9,584.00
PAVEMENT MARKING & SIGNAGE:	\$	7,500.00
LANDSCAPING:	\$	5,629.00

TOTAL: \$ 36,118.56

MOBILIZATION (6.0%)	\$	2,167.11
CONTINGENCY (15%)	\$	5,417.78

TOTAL ENGINEER'S ESTIMATE: \$ 43,703.45

**INTERFOT, LLC
300 OAKWOOD LANE
HOLLYWOOD, FL 33020**

February 3, 2015

Jonathan Vogt
City of Hollywood
Building & Engineering Services
2600 Hollywood Blvd
Hollywood, FL 33022

Re: Plat Note Amendment for Tract E for Oakwood Hills

Dear Jon:

I have been informed by Barbara Hall that the owners of the Oakwood Plaza development have applied for an amendment to the plat note for Tract E of the Oakwood Hills Plat. I am advised that the plat note for Tract E, which is the Tract that contains our property at 300 Oakwood Lane will read as follows:

Tract E is restricted to 156,102 square feet of commercial use (134,481 square feet existing and 21,621 square feet proposed), an 18 screen movie theater complex, 161,119 square feet of office use, and 11,642 square feet of warehouse use, of which the commercial, office and warehouse uses shall be allocated as follows.

A. To Existing Buildings within Tract E:

1) To the existing building at 200 Oakwood Lane, which is 26,460 square feet: 14,818 square feet of office use and 11,642 square feet of warehouse use. Warehouse uses may have 30%-50% ancillary office or 30% ancillary commercial use per bay or single tenant building upon satisfaction of impact/concurrency fees.

2) To the existing building at 300 Oakwood Lane, which is 32,460 square feet: 32,460 square feet of office.

3) To the existing building at 1 Oakwood Boulevard, which is 72,702 square feet and the building at 2 Oakwood Boulevard which is 52,177 square feet (for a combined building square footage for the two buildings of 124,879 square feet): 113,841 square feet of office use and 11,038 square feet of commercial use.

4) *To the existing retail buildings within Tract E, 123,443 square feet of commercial use.*

B. *For future development within Tract E: 21,621 square feet of commercial use*

Freestanding banks and/or banks with drive-thru facilities are not permitted within Tract E without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts

Interfot, LLC does not object to this this amendment.

Yours truly

A handwritten signature in blue ink, appearing to read 'D. Tohar', with a long horizontal flourish extending to the right.

Dror Tohar, Manager
Interfot, LLC